



## TERMS AND CONDITIONS

### PHOTOGRAPHY AND FILM RELEASE FORM FOR RENOVATION

#### Waiver, Indemnity & Release Consent

The Client hereby irrevocably consents to the Company Million Dollar Makeovers, filming and taking photographs of the Property before, during and after the Renovation to be undertaken by the Company, and agrees that the Company may use such film and photographs for promotional purposes including without limitation for:

1. A proposed TV series;
2. Presentations to prospective clients;
3. The Company's website;
4. The Company's marketing material.

The Client also consents to the Company placing marketing signage for the Company on the Property during the Renovation & setting up of display furniture and "staging" for the purposes of photography and filming a time chosen by the company.

1. The Client ("You") agree that on acceptance of the above quotation a contract is formed ("the Contract") pursuant to which any goods and services ("Services") provided by Million Dollar Makeovers ("Us" or "We") in relation to the Property are in accordance with the above payment schedule and these terms and conditions.

If the Client decides not to proceed, a quoting fee of \$500 will be charged to the Client. If the Client does proceed this fee will be waived.

Clients cannot delete parts of the works unless is seen as necessary and up to the discretion and authorization of the CEO. Should a credit be given back, it will be at the contract value stipulated without margin and will incur a \$500 processing fee

**Please note: Once the contract is signed and the renovation date booked a 6.5% deposit needs to be paid immediately. In the event the client changes his mind a few weeks later and cancels the 6.5% deposit is forfeited.**

## **2. Variations**

The Contract cannot be varied or altered except by agreement in writing by the parties. No variations to the estimated quotation are valid unless they are in writing and signed by both parties. All working drawings and schedules must be signed prior to the commencement of the Services. . . A total price is given in this contract and this is your invoice for the works therefore no invoices from suppliers or trades will be given to clients. Variations will incur a fee of \$250 per variation due to rescheduling of trades and extra time taken.

### **Late Payment**

In the event you fail to make payment as required, You agree that in addition to any other rights We have, including to cease the Renovation, or exercise our rights under clause 12, You will pay us interest at 10% per annum from the due date for payment until the actual date for payment together with any debt collection costs including legal fees that may be incurred by us. If payment is subsequently made we reserve the right to re-quote on Services still to be completed.

## **3. Moving of Furniture**

Prior to commencement of the Renovation, You agree to remove all furniture and other items from the areas in the Property the subject of the Renovation. Or we can get furniture removalists at Your cost for you to remove and replace on your behalf.

## **4. During Renovation**

During the period of the Renovation you agree that you and all other occupants of the Property will move out of the Property, provide us with full access to the Property, and notify us when visiting the property during that period by prior appointment with us. Should you choose to remain in the property during renovations upon joint agreement with us, please note, that whilst we do our best endeavour to keep the property clean at all times, dust and mess from trades occurs as a natural process of renovations. Trades start from 7am so noise is a factor and we must have full access at the peak trade times between 7am-5pm

## **5. Our Discretion**

You agree that We retain the discretion on all aspects of the Renovation that are not specifically agreed in writing including, without limitation, in relation to colour coordination.

## **6. Delays**

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While we will use our best endeavours to complete the Renovation within the time period estimated in our quotation, we will not be liable to You for any delay in carrying out the Renovation.

**7. Insurances**

We agree to maintain insurances during the carrying out of the Renovation to cover loss, damage, injury or death arising in the course of the carrying out of the Renovation. We also maintain Home Indemnity Insurance & Public Liability.

**8. Disputes**

All disputes or differences arising out of these terms and conditions or concerning the performance or the non-performance by either party of their obligations shall be decided as follows:

Either party shall give notice to the other in writing of such dispute;

At the expiration of fourteen (14) days from the date of receipt of such notice such dispute or difference (unless settled) shall be and is hereby referred to arbitration of a nominee of the Chairman of the Institute of Arbitrators and Mediators, WA Chapter Australia in accordance with the Commercial Arbitration Act 1985.

**9. Disclaimer and Defects**

- (a) Subject to paragraph (c), and except for the benefit of manufacturer's warranties that We will pass on to You, and except to the extent that conditions and warranties implied by law are not able by law to be excluded, all implied conditions and warranties in relation to the Services are excluded.
- (b) To the extent that any implied conditions and warranties cannot be excluded by contract, You agree that our total liability, whether arising out of any negligent or wrongful act or omission by Us, or the failure to perform any obligations imposed on Us is limited to the cost of re-supplying the Services.
- (c) We will make good at no cost to You, all defects in the Services which are notified to us within four months of completion of the Services.

- (d) Without limiting the above, although we believe that in most cases the Services will result in an increase in the value of your Property and/or enable your Property to sell quicker, no guarantee can be given that this will occur.
- (e) The builder will not be liable for any damage done to Laminate products in the event the client uses excess of water and therefore cause the product to bubble. No liability will be taken on the part of the builder for lack of care to the product. Any damage found to product is the sole responsibility of the sub contractor.

#### **10. Retention of Ownership**

We reserve the following rights in relation to all goods supplied pursuant to the Services until all amounts owed by you to Us are fully paid:

- (a) ownership of the goods;
- (b) to enter the Property without liability for trespass or any resulting damage and retake possession of the goods; and
- (c) to keep or resell any goods repossessed pursuant to (b) above.

#### **11. Charge over the Property**

You hereby charge your interest in the Property with the due and punctual payment of all monies due under the Contract and acknowledge that We are entitled to register a caveat over the Property to protect Our interest created by this charge.

#### **12. Copyright**

The copyright in all design work relating to the Renovation will remain our property.

\*please note, we have not allowed for any contingency in your contract price, however due to the nature of renovation 'unforeseen' variations to the contract may arise. A standard figure of 10-30% should be set aside by the client to allow for any 'unforeseen' costs that need to be addressed.



Variations and changes requested by the client must be kept to a minimum as this holds up the job and causes rescheduling issues for the trades and extra wages, thus client requested variations will be charged at \$450 per variation (unless not charged on a 'case' by case' and authorised by the CEO)

THANK YOU FOR YOUR BUSINESS