

Habitat Property Styling Terms & Conditions

Introduction

Please carefully read the following terms and conditions prior to confirming your quote. Ensure that all your order details are correct and fully understood before proceeding.

1. Use of Furniture and Accessories

All furniture and accessories provided are intended solely for display purposes and must not be removed from the property in which they are installed. If only part of your property has been staged by Habitat, you may use these items for daily living, but you must exercise extra care. It is recommended that bedding and cushions be removed from beds and stored in appropriate bags. Should you require storage bags, please consult your Habitat consultant for assistance.

2. Hire Period

The duration of the hire for furniture and accessories will be discussed during your consultation. The hire period commences from the installation date and typically lasts six weeks, aligning with the standard property marketing period.

3. Scheduling and Access

After accepting the quote, Habitat will schedule an installation day and time based on availability. It is your responsibility to ensure the property is accessible to Habitat staff for the duration of their service, including providing safe access to the premises.

4. Changes to Placement Date

If you or your Real Estate Agent need to change the scheduled placement date, you must inform Habitat at least 48 hours in advance. Habitat will collaborate with you to arrange a new date that suits both parties.

5. Presentation and Sale Outcome

Habitat will make every reasonable effort to present your property in the most appealing way to potential buyers. However, Habitat does not accept responsibility for the eventual outcome of the property sale.

6. Liability and Indemnity

Habitat will not be held liable for any loss, injury, cost, or inconvenience sustained by anyone using information provided by Habitat or accessing the property under this agreement. The client releases and indemnifies Habitat in relation to such matters.

7. Utility Requirements

Habitat will only proceed with installation when the property is connected to power. Adequate lighting and electricity are essential for the provision of Habitat's services.

8. Trade Work Restrictions

Habitat will not stage properties where trade work is ongoing, unless prior arrangements have been made.

9. Onsite Presence During Installation

If you wish to be onsite during installation, please ensure you remain out of the way while furniture is being moved. For safety, pets and young children should be kept away from the installation area at all times.

10. Damage or Breakages

The client is responsible for any breakages or damage to furniture or accessories resulting from their use. Costs for replacement, repair, or cleaning of items are to be borne by the client.

11. Invoicing and Payment

Clients will receive an invoice via Xero on the day of installation. Full payment is required on the same day as installation.

12. Early Sale and Refunds

If the property is sold before the conclusion of the hire period, no refunds will be issued for the unused portion of the hire period.

13. Property Access for Collection

It is the client's responsibility to ensure the property is accessible for pick-up within seven days of the sale, unless alternative arrangements have been made.

14. Release and Indemnity

While Habitat takes great care in providing its services, the client releases and indemnifies Habitat against any loss, damage, liability, cost, or demand arising from the provision of these services.

15. Furniture Weight and Potential Marks

Some furniture and accessories may be heavy and could leave impressions, compressions, or marks on floors or walls. While Habitat endeavours to minimise these, some marking is inevitable. Damage caused by pets is not covered by insurance and will be billed directly to the client.

16. Installation of Picture Hooks

Habitat may use small pin-style picture hooks to hang artwork, which will remain after pick-up. Habitat is not responsible for damage to walls resulting from unsuitable surfaces, poor plasterwork, property history, or unstable foundations. Please advise before installation if you do not want hooks placed on your walls.

17. Agreement Termination by Habitat

Habitat reserves the right to terminate this agreement without notice in the following circumstances: if the client behaves disrespectfully towards Habitat staff or third-party suppliers and movers; if the site is unsafe due to contamination, structural faults, or other hazards; or during a public health order requiring isolation.

18. Project Cancellation Before Staging

If the client decides to cancel the project before staging has commenced, the agreement will be voided.

19. Changes After Staging

If the client wishes to change their mind after staging has been completed and requests replacement of any furniture or accessories, a site revisit and replacement fee (starting from \$450) will apply. Once these charges are accepted, Habitat will schedule a day for the replacements.

20. Use of Photography

The client grants Habitat permission to photograph staged areas before and after services are provided. These images may be used for marketing purposes, both in print and online. Habitat retains all rights, including copyright, to such photography. Written consent must be obtained for any commercial use of these images.

21. Discretionary Right to Terminate

Habitat reserves the right to terminate this contract, at its sole discretion and for any reason, within ten days of the contract date by providing written notice to the customer.

22. Dispute Resolution

Should any disputes or differences arise between the client and Habitat, notification must be given to the other party. Both parties shall then meet to negotiate in good faith. If unable to resolve the matter within five working days, the parties agree to attend mediation as administered by the Institute of Arbitrators and Mediators Australia.