

# Contract

## Terms & Conditions for Staging Services

**Fancypants Design LTD**  
**T/A Stage Me**  
0508 78 24 36  
info@stageme.co.nz

### **1.0 Formation of the contract**

1.1 These Terms & Conditions, together with the project proposal and/or quote supplied by Stage Me which describe the services, set out the entire agreement between Fancypants Design Limited (Trading as Stage Me) a company registered in New Zealand with the company number 3388892 (“Stage Me”) and you (the “client”). This contract will apply once appointment has been made to provide Stage Me services (the “services”).

1.2 Before procuring The Services you should read these terms and conditions carefully. If you do not agree with them, do not use the Services of Stage Me.

1.3 For contracts signed on behalf of Companies or other such similar enterprises this Contract and its associated Terms & Conditions must be signed by an individual who is duly authorized to make such commitments on behalf of that company or organization. If not, they personally assume all responsibilities and obligations of “the client” in this agreement.

### **2.0 Stage Me Obligations**

2.1 Stage Me will endeavor to advise the client of the predicted timescales of works as soon as is possible after the quotes have been

produced. All such dates shall be approximates only and Stage Me cannot be held responsible for any delay in completion. The Delivery Date may only be rescheduled subject to Stage Me approval, and dependent on Stage Me availability to provide the Staging Services on the rescheduled Delivery Date.

2.2 Stage Me is responsible for organizing third party companies, firms or individuals (“Third Party Suppliers”) to undertake certain work for the Client, as confirmed by Stage Me.

2.3 In some cases, goods and materials are supplied by Stage Me directly to the Client and Stage Me hereby warrants that such goods and materials shall be of satisfactory quality and fit for their intended purpose. All items provided by Stage Me are intended for display purposes only and Stage Me reserve the right to swap out items with others that are of equivalent or more suitable quality within the staging period.

### **3.0 Client Obligations**

3.1 The Client shall ensure that the property for which the Services must be carried out, is irrevocably accessible to employees of Stage Me and any third party suppliers throughout the duration of works, including; all alarm codes, keys and sufficient access for the installation of large furniture. It is agreed that Stage Me will have full right of access to the property for removal of staging items should there be any default in payment.

3.2 The Client will also ensure that utilities such as electricity and water are available for use at the property throughout works and at no cost to Stage Me.

3.3 The Client will take all necessary steps to ensure that any furniture and/or other associated equipment supplied under this contract is secured and protected from loss or damage whilst in their care and jurisdiction. Any such loss or damage must be reported directly to Stage Me without any unnecessary delay. In the case of loss or damage to staging items the client agrees to pay the full cost to clean, repair or replace those items including reasonable transportation and handling costs. When a contents insurance claim is required, the client agrees to pay any and all excesses related to the claim.

3.4 The Client will ensure that any furniture and/or other associated equipment are maintained in a clean and tidy state, during the period of the Contract.

3.5 The Client will ensure that any furniture and/or other associated equipment are maintained in the same state and location as they were placed by Stage Me at the start of the staging period unless Stage Me have been notified in writing and approved of any changes.

3.6 The Customer acknowledges and agrees that the Staging Services are provided on a consultative basis with the Customer, however Stage Me retains creative discretion in respect of the final selection, styling and arrangement of all Staging Items.

3.7 The Client will not conduct painting or other house repairs inside the Schedule Property while inventory is installed that could damage or soil installed items while property is staged.

3.8 The Client acknowledges that rescheduling the Delivery Date may result in the The Client incurring additional Fees, which Stage Me may charge at its discretion. Any additional Fees incurred must be paid prior to the new Delivery Date. This also applies if Stage Me are unable to

install or carry out staging services due to other third party contractors inhibiting access or safety to our team.

3.9 The Client will ensure that the property for staging services is safe, hygienic and fit for staging. If these conditions are not met, Stage Me reserve the right to refuse performing staging services until rectified.

#### **4.0 Purchasing, Rental & Ownership of Product**

4.1 From time to time, Stage Me may need to purchase products for the Client in addition to the scope of works already proposed. In such cases, full payment of the agreed purchase price is required from the client prior to purchasing the agreed products.

4.2 All furniture, furnishings and staging items supplied and installed by Stage Me are for hire purposes only and ownership of the goods remains consigned to Fancypants Design Ltd.

4.3 Should the Client wish to purchase the goods, ownership will remain with Stage Me until such time as all outstanding invoices have been paid in full.

#### **5.0 Third Party Suppliers**

5.1 The Client will form a direct contractual relationship with Third Party Suppliers, and will be responsible for managing these relationships and any financial settlements direct with the Third Party Suppliers.

5.2 If so requested, Stage Me may coordinate the services and financial settlements with Third Party Suppliers on their behalf, as part of the services undertaken, but the client will remain ultimately responsible for

the contractual relationship with the Third Party Supplier.

5.3 Stage Me is not responsible for forming any contractual relationship on behalf of the client.

## **6.0 Payment & Billing Terms**

6.1 The charges for the Services are set out in the quote provided. The initial staging fee or specified deposit is required at least five working days before Services are to be carried out unless otherwise stated by Stage Me in writing.

6.2 All payments should be made by cash, credit card, or bank transfer.

6.3 In the case of payment by cheque or bank transfer, payment must be cleared before Services are provided.

6.4 All Cheques should be made payable to Stage Me or as confirmed by Stage Me.

6.5 All payments to Stage Me are due immediately upon presentation of invoice.

6.6 Five working days before the end of the initial hire period, Stage Me will notify the client of the scheduled time and date to remove the supplied goods and associated equipment at which time the Client may request to extend the staging period. If the Client does not confirm the end of the hire period within those five working days, Stage Me reserve the right to remove all items at the end of the period of hire and invoice the client for any associated costs with rescheduling transportation and delivery should the Client wish to extend.

6.7 The Client may request early removal of the Staging Items such as when the house sells. In these instances, The Client agrees to give Stage Me at least five working days notice of the early removal and notify Stage Me of the date of settlement. Early removal still remains subject to Stage Me availability.

6.7 If client defaults on a payment, or payment remains unpaid for five working days or more, It is agreed that Stage Me reserves the full and irrevocable right to remove all supplied items from the premises.

6.8 In the case of default on payment for any and all services provided by Stage Me, The Client is liable for any and all debt recovery costs and obligations.

## **7.0 Cancellation and Termination Policy**

7.1 The Client has the right to cancel this contract (the “Contract”) at any time up to the end of five working days before the Services have been scheduled, subject to the following provisions. A working day is any day other than weekends or other public holidays.

7.2 The Client does not have the right to cancel the Contract if the supply of Services begins with the Client’s agreement before the end of the five working day cancellation period.

7.3 To exercise the right of cancellation set out in clause 7.1, the Client must give written notice to Stage Me by hand, post or email, at Stage Me’s address, or email address as set out in clause 9.2 below.

7.4 Once the Client has notified Stage Me that the Client is canceling the contract, Stage Me will within 30 working days refund the Client for the

Services.

7.5 Following the five working day period set out at clause 7.1, the Client has a right to terminate the Contract at any time by giving notice in writing to Stage Me. The Client will be liable to pay Stage Me for the Services provided to the date of termination (including but not limited to, services already performed, goods and materials supplied or ordered on the Client's behalf, any services that may incur cancellation fees and any travel or accommodation costs incurred by employees of Stage Me or Third Party Suppliers).

7.6 A delay by either party in acting on a breach of this Contract will not be regarded as a waiver of the breach. If either party waives a breach of the Contract by the other, the waiver is limited to that particular breach only.

7.7 Termination of the Contract will not affect either party's outstanding rights or duties, including Stage Me's irrevocable right to recover any money owing to it under these Terms and Conditions.

## **8.0 Liability**

8.1 Stage Me shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which is or are incomplete, incorrect or inaccurate.

8.2 Under no circumstances will Stage Me be liable for any direct, incidental, consequential or indirect damages, personal injury, death, damage to property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Client's access to, or use of, or inability to use the Staging Services or Staging Items, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and

whether or not Stage Me knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.

8.3 Neither Stage Me, nor the Client, shall be liable for any failure to perform its duties under this Contract due to circumstances beyond its control, including without limitation flood, fire or other adverse weather conditions.

8.4 To enable Stage Me to deal with any complaint that may arise relating to the Services, the Client must provide full details of any complaint within one working day of the supply of the relevant services.

8.5 Hanging of Artwork, Mirrors and other items is a part of our contracted Services. It is agreed that any damage arising from installation of all furniture, furnishings, artwork and mirrors remains the Clients responsibility to rectify or restore after the items have been removed by Stage Me including, but not limited to, nail holes, hooks, blemishes, discoloration, carpet indentation, scratches.

8.6 The Client further agrees to release, indemnify and hold harmless Stage Me, its directors, employees, agents, sub-contractors, contractors and suppliers against any and all losses, liabilities, damages, injuries, expenses and claims (including reasonable solicitor's fees) of Customer or any third party arising from entry onto the Schedule Property and/or activities as authorized by this agreement, whether caused by negligence or otherwise, including without limitation property damage and personal injury claims

8.7 The Client agrees that all use of the Staging Items is at the Client's own risk. The Client also agrees if staging items are used by any person

at the premises where staging items have been supplied that Stage Me are not liable under such circumstances.

## **9.0 Data Protection & Intellectual Property**

9.1 Stage Me will only use any personal or sensitive information provided by the Client for the purpose of providing the Services, or for informing the Client of the availability of similar services, unless the Client agrees otherwise.

9.2 The Client can correct any information, or ask for information about the Client to be deleted by giving written notice to Stage Me via email at the following address: [info@stageme.co.nz](mailto:info@stageme.co.nz)

9.3 The copyright, design right and all other intellectual property rights in any materials and other documents or items prepared or produced for the Client by or on behalf of Stage Me in connection with the Services shall belong to Stage Me absolutely and any such materials, documents or items shall be or remain the sole property of Stage Me.

9.4 Stage Me shall be permitted to use photographs of the Client's property which demonstrate the Services provided by Stage Me for its own marketing purposes.

9.5 Where Photographs have been taken for use in the Client's own marketing, Stage Me and Matthew Pollard retain all copyright. The Client agrees to use these photographs supplied in accordance with The Licensing Agreement supplied only.

9.6 The Client shall be entitled to use any such materials, documents or services other than photography as referred to in paragraph 9.3 in connection with the Services but shall not be entitled to copy and such

items or use them for any commercial purpose.

## **10.0 General**

10.1 Stage Me may assign or sub-contract the Contract if this is necessary for operational reasons or in connection with a business transfer or reorganization. Otherwise, the Contract is not transferable by either party.

10.2 Nothing in this Contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.3 These terms and conditions and the Contract will be subject to New Zealand law, and the New Zealand courts will have jurisdiction in respect of any dispute arising from the Contract.

10.4 Acknowledgement and Acceptance of These Terms and Conditions (The Contract) will take place by booking and engaging the services of Stage Me and / or acceptance of the quote online.

## **11.0 Covid 19 / Pandemic Policy**

These policies have been produced based on the available guidelines from the New Zealand government as of September 2021. Policies are subject to change based on new directives from the Government or changes to the law.

These policies do not represent our personal, political or ethical views. They are required for us to safely and lawfully do business at this time.

If you have any questions, concerns or doubt please reach out to us in the first instance before proceeding to book your job with Stage Me.

This policy has been prepared with information supplied from the following sources :

<https://covid19.govt.nz/alert-levels-and-updates/>

<https://covid19.govt.nz/alert-levels-and-updates/alert-level-2/#work-and-business>

<https://covid19.govt.nz/health-and-wellbeing/protect-yourself-and-others-from-covid-19/wear-a-face-covering/>

<https://covid19.govt.nz/business-and-money/employees/working-safely-at-alert-level-2/>

<https://covid19.govt.nz/business-and-money/employees/working-safely-at-alert-level-3/>

### **General Hygiene and Safety Practices followed at all alert levels**

- Supplied items cleaned/disinfected where possible
- Regular hand washing / disinfecting by members of our team and/or wearing of gloves
- Clients to use own bedding / bed linen / soft furnishings if they live in the property. Replacement 'display' linen may be provided that can be laid on top or swapped for open homes and marketing purposes.
- Staff and sub-contractors to stay home if they feel ill or have symptoms of Covid 19 or similar.
- Record keeping for contact tracing purposes of movements of all Stage Me staff and/or sub contractors where possible.
- Real estate professionals and clients must inform us straight away if a person or person(s) at the property is at-risk, vulnerable, elderly or experiencing any sickness or particularly Covid 19 symptoms.
- We recommend that Elderly, frail or vulnerable clients have a support person (relative, real estate professional) either present or at least involved in the staging process. We do not want to introduce any unnecessary stress for such persons.

- Our staff will maintain at least 1 metre social distancing from each other where possible.

## **Alert Level 2**

At alert level 2 we can stage and style almost all properties with some restrictions.

Our preference to ensure full safety and compliance for all parties is to have the property totally vacant for both quoting and installation/staging/styling of the property.

We can provide a virtual quote based on images, floor plans and other documents relating to the property. Cost estimation can be achieved with information available on our website or through phone/email communication. We're happy to help.

We understand that some clients/agents feel that they need to be present in either of these scenarios. In those cases we would ask that clients/agents and other people present at the property maintain a social distance of 2 metres at all times. Discussion relating to the project should take place either; a) Outdoors, b) In a larger room within the home whilst maintaining that 2 metre distance.

Please do not 'follow' us through the property while quoting or installing/staging/styling. Many NZ properties have narrow hallways or smaller rooms where safe distance can not be maintained.

Please do not book other trades, marketing professionals or other services at the property for the same date/time that staging or quoting will take place. If there is going to be a conflict - advise us ASAP so that a plan of action can be put in place. We reserve the right to leave the property if we feel that safe practices can not be followed.

Appropriate PPE will be worn where required. Please understand that Home Staging can be an incredibly physical job akin to heavy exercise (weight lifting and cardio). For this reason we would prefer that our staff

instead socially distance by having the property vacant or people on site isolated to either a) a separate area of the home, b) outside of the home as opposed to wearing a face mask. If this is not possible - please let us know of your preference before booking your job.

Some clients wish to 'inspect' before we leave the property. That is completely understandable. We ask that this take place once the job has been completed and not during to ensure safe distances and compliance.

Please also be respectful of your tenants, their privacy and safety. They should be made aware of these policies and any of their concerns forwarded to us before visiting for quoting purposes.

### **Alert Level 3**

The above policies still apply with the following additions :

- We can not stage or remove staging from your property if you are out of region (Bay of Plenty)
- We can not style/stage residential properties that are occupied/live in.

### **Alert Level 4**

We can not stage or style your property during alert level 4 at all.

We can provide you with a virtual quote based on supplied images, floor plans and other details.

We can also advise you on an upcoming project and pencil it in.

Bookings can not be guaranteed during a level 4 'lock down' scenario as this period can be extended without notice.

Staging contract extensions can not be guaranteed due to scheduling conflicts coming out of a lock down period.

Depending on the length of the level 4 period we may be in a position to offer you additional weeks at a reduced rate but this is at the discretion

and availability of Stage Me. We recognise that open homes are not possible during Level 4 but your property is likely to be marketed online still.

We will always work with clients and come to a suitable arrangement for both parties. Please be considerate and understand we often have 30+ clients in the same position as you and there's a lot of scheduling and correspondence to go through.