

Terms of Trade for Purchase of Goods and Services from Lauren Shiels Interior Design

1. Definitions

“Goods” means all materials, product and custom-made furniture supplied by us to you at your request from time to time and except where the context otherwise requires, includes the services.

“PPSA” means the Personal Property Securities Act 1999.

“Services” means all services including interior design services supplied by us to you at any time.

“We” “Our” and “Us” means Lauren Shiels Interior Design its successors and assigns, or any person acting on behalf of and with the authority of Lauren Shiels Interior Design.

“You” means the customer or client buying the Goods.

2. Interpretation

In this Agreement, unless the context otherwise requires:

- these terms and conditions apply to all suppliers of Goods and Services by us to you, unless we agree in writing to change them. They prevail over any terms proposed by you. If you accept delivery of Goods from us, these actions are deemed to be acceptance of these terms
- all money sums mentioned in this agreement are calculated net of GST, which will be charged when payment is due
- these terms and conditions apply in any event to you as the buyer or prospective buyer of our Goods and Services and, so far as the context allows, to you as the visitor to our Website

3. Price and Payment Terms

Unless otherwise agreed in writing, you must pay:

- in full for product/furniture orders upon acceptance of the quote
- 50% deposit immediately for custom made orders, before the order will be processed. The full balance of payment is due prior to the delivery of the Goods. Once payment has been received and cleared, we will begin processing your order and contact you via email with an estimated delivery date
- in full for our Services, within 7 days from the date of invoice

All invoices are net and due and payable in full and without any reduction or set off, as per accepted quotation, seven days from the date of invoice.

We reserve the right to change interest on overdue amounts at 2% per month, or part thereof, and you will be responsible for all costs incurred by us in recovering such monies.

We reserve the right to change our quoted prices without notice if our costs fluctuate materially. We may alter the quote due to circumstances beyond our control or clerical or computer error.

We have a full right to set-off with respect to amounts owed by you to us under these Terms, in relation to any monies owing by us to you.

If full payment is not made on the due date, then without prejudice to any other remedies we may have, we may cancel or withhold supply of any further Goods or Services.

4. E-Design Services

E-Design services are an online decorating consultation service only. All recommendations are regarded as suggestions to improve the aesthetic of your space and are not intended for construction services.

You are responsible for confirming the accuracy and completeness of any information that is provided.

Floor plan measurements and details are for illustration purposes only, and as such, the floor plan or any related materials that illustrate the arrangement or placement of recommended items is intended to be used solely as a rough sketch in order to demonstrate the suggested placement or arrangement of recommended items.

All objects depicted in floor plans or any related materials that illustrate the arrangement or placement of recommended items will be chosen as an “approximate match” to represent those pieces that have been noted in the shopping lists.

In the event that you have a space that is a combination-use room (i.e. living room/dining room combination), payment will be for the number of spaces combined, unless otherwise agreed in writing.

Two design revisions are included in every e-design package. Additional revisions beyond those included are available at additional cost to be agreed upon in writing.

We cannot guarantee the prices or longer-term availability of merchandise listed in your product shopping list.

We shall have the right to document the project notes, boards and photos, which may be used for portfolio, blog, social media, public display and similar publicity purposes. Your first name and location may be used in connection with the documentation unless specified to the contrary. Your data will be held in accordance with our Privacy Policy. All documentation used on our behalf shall be paid by us. In addition, if you apply the tips and suggestions given and document these changes, we must be given credit as the consultation for the project if your documentation is released to the public.

We make all reasonable efforts to ensure that all descriptions and illustration of Products available from us correspond to the actual that you will receive. Please note, however, that images shown on our Website or in our marketing literature are for illustration purposes only. There may be slight variations between the image of an item and actual Product sold due to difference in computer displays and lighting conditions.

In some limited circumstances, we may need to suspend the provision of paid content (in full or part) to fix technical problems, make necessary minor technical changes or update the paid content. To comply with relevant changes in the law or other regulatory requirements.

5. Ownership of Goods

Goods remain in our property until you have paid for them in full. While any sums of money are owing to us:

- You hold the Goods supplied as fiduciary for us and will keep the goods safely stored and fully insured at your own cost.
- If you resell the Goods supplied, the proceeds of any resale will belong to us and you will pay the same into a separate account for us.
- In the event of an occurrence giving rise to an insurance claim in respect of any Goods supplied, you will pay us the proceeds of any insurance claim. Any balance outstanding remains payable by you in accordance with Clause 3.
- You irrevocably give us the rights to enter your premises where the Goods are stored to remove them and sell them. You are liable for all costs incurred by us (including transportation and storage charges). In entering and removing the goods.

6. Care of Goods

You are responsible for any samples on loan. If samples are not returned to us within the agreed time frame, charges may occur.

7. Delivery and Defects

If we have arranged transportation of the Goods, upon their receipt please unwrap and check the Goods for damage or breakage before signing for them. The order must be checked while the driver is present.

Singing “subject to inspection” does not comply with the Carriage of Goods Act 1979 and will not allow a claim. Damage/breakage must be stated on the consignment note and countersigned by the driver. Please take photos of any damage or defects to the Goods immediately.

You must notify us of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote within 24 hours of delivery time by email (lauren@laurenshiels.co.nz). Failure to do so will mean that any transit insurance policy will be voided, and the Goods will be presumed to be free from any defect or damage.

You must give us a reasonable time to inspect the Goods following delivery. If you believe the Goods are defective in any way. If the driver cannot take the products, you must hold the product pending collection. Carriers do not accept claims after seven days.

8. Warranties

You acknowledge that we don't provide any Express Guarantees (as defined in the Consumer Guarantees Act 1993) other than those expressly confirmed by us in writing. All warranties and representations in respect of Goods supplied by us are excluded, including (to the extent permitted by law) those expressed or implied by law.

If the Consumer Guarantees Act (CGA) applies, these terms and conditions shall be read subject to your rights under the CGA, provided that where you are acquiring Goods or services for business purposes, the CGA shall not apply.

We shall not be liable for:

- Any incidental or consequential damages or loss arising of any kind
- Any loss where you have changed or modified the Goods misapplied the Goods or subjected them to unusual or not-recommended use, service or handling
- Any loss caused by factors beyond our control
- Any contractors or subcontractors agreements that you may enter into relating to the Goods.

9. Cancellations and Returns

Goods without fault cannot be returned without our express agreement and certain conditions may apply including supplier handling charges, as we may specify.

No order may be cancelled after you have received our written confirmation of your order. If you do so, in addition to any other rights we may have, we may retain the deposit paid.

We shall have the right to cancel any orders for Goods which we have accepted if:

- Due to circumstances beyond our control, it would be impractical or unreasonable to fulfil the order
- Any information supplied by you is incorrect
- In our opinion, a satisfactory repair or result can't be achieved.

10. Ownership of Intellectual Property

Unless agreed otherwise:

- We will retain intellectual property rights and copyright of all design product by us.
- We reserve the right to photograph and publish pictures of the completed project and the right to use the project to promote our business.

11. PPSA

You agree that:

- By agreeing to these Terms, you grant a security interest to us in all Goods previously supplied by us to you (if any) and all after-acquired Goods supplied by us to you (or for your account)
- These Terms shall apply notwithstanding anything, express or implied, to the contrary contained in your purchase order

12. Termination and Disputes

This agreement can be terminated at any time with written notice by either party. You agree that, if you terminate the agreement before its completion you will pay us for any work done to date and any material purchased.

We will do our best to settle any disputes amicably with you. Any dispute that cannot be settled amicably in good faith between us will be firstly referred to mediation before resorting to litigation or arbitration. Any party may initiate mediation by giving written notice to the other. Mediators should be agreed upon by the parties, but if the parties cannot agree on one within seven days after the mediation has been initiated, then the mediator shall be appointed by the President of the New Zealand Law Society, Wellington Branch, or their nominee.

13. General Terms

You and any guarantor authorise us to collect and hold personal information from any source we consider appropriate to be used for the purposes of determining creditworthiness, for communicating promotion activities and product information, for debt collection purposes, or for any other related purpose.

You further authorise us to disclose personal information held by us for the purposes set out above to any other parties. You understand that you have a right of access and may request correction of personal information held by us about you.

These Terms will be interrupted in accordance with and governed by, the laws of New Zealand, and the New Zealand courts will have non-exclusive jurisdiction in respect of all matters between us.

Any waiver or variation of these Terms by us will only be effective if given in writing by an authorised person. If we waive any of these Terms the waiver will not affect our rights under these Terms at any future time.