



nimmo nielsen collective

INTERIOR DESIGN • STYLING • HOME

COVID -19 NOTICE

To our valued clients, we hope that you and your families are staying safe and well during these troubling times.

As we are aware some of you may be concerned regarding your current and future projects, and with regards to suppliers and items that have either in production or orders due to be placed.

We confirm the health, safety and security of our clients and contractors are our number one priority, and we are taking all necessary measures as reasonably required, to ensure that these are followed through with the projects that remain currently in progress and with any projects we may take on during this time.

We further confirm, our terms and conditions and all legal notices accessible at <http://nncollective.com.au/legal-notices/> remain valid and current. Notwithstanding, we have listed below our policies with regards to the following relevant matters. If you have any queries relating your project or to this Notice please don't hesitate to contact us.

Thank you for your co-operation and support.

Naomi Nimmo and Shellie Nielson

GOODS, ORDERS AND SUPPLIERS

Sourcing, Supply and Purchases

- NNC can supply products direct to the Client, but there is no obligation for the Client to purchase through NNC.
- NNC will not commit to the purchase of any goods from third-party suppliers on behalf of the Client, unless the Client has paid to NNC the full amount for the purchase, and the Client agrees they are responsible for the costs and payments of any and all goods sourced from third-party suppliers by NNC, on the Client's behalf.
- Quoted items are valid for seven (7) days at date of issue and are based on quantities outlined. Any change to items in the quote may affect pricing and may need to be re-quoted.
- A 50% deposit is required for all custom orders, including furniture or window furnishings and for items on back-order (please consider this if you are concerned about a supplier's solvency).
- Full payment is required on all goods in stock and ready to deliver. If a deposit has been paid, a final Invoice will be required prior to delivery or install of Window Furnishings.
- The Client acknowledges that a failure to pay the costs for purchase of the goods may cause delay to the Project, or other such consequence, of which NNC will not be liable for.

- Any returns or refunds are at the discretion of the supplier.
- Where the Client has approved purchases for goods sourced from third-party suppliers or invoices have been paid, NNC cannot guarantee, nor is responsible for, returns or refunds on purchased goods (including deposits pre-paid or in the event the supplier becomes insolvent). Any refunds or returns on purchased items will be at the sole discretion of the supplier, and NNC will not be responsible to the Client for changes of mind.

Cancellations, Returns and Refunds

- Orders that are delivered cannot be returned or exchanged.
- Should you choose to return any item once it's been ordered, it is strictly at the supplier's discretion and subject to their re-stocking and handling fees.
- Custom orders are not restock-able or returnable.
- Orders that are not fulfilled are the responsibility of the supplier.
- In the case of faulty or damaged goods you must notify us or the supplier as soon as possible, via email with images where possible. NNC will do all things necessary and reasonably required to assist you but, but the repair, replacement or refund of damaged goods is the sole discretion of the Supplier, and NNC cannot be held liable in these circumstances.

Lead Times

- All lead times are listed at the time of presenting this quotation. Lead times can change from day to day therefore we cannot guarantee lead time for delay in decision.
- Lead times that are noted in writing will be subject to the lead time exceptions outlined.
- All lead times are as accurate as possible and whilst we endeavour to meet anticipated lead times, we will not be responsible for extensions to lead times which, for various reasons may occur outside of our control.
- Access limitations must be advised at the time of placing the order, (or as soon as possible prior to the delivery date) taking into consideration, doorways and stairwells, (or whether you do not feel comfortable having delivery persons in your home during this time) as deliveries that cannot take place due to access limitations are the responsibility of the purchaser.

Delivery

- In the event goods cannot be delivered due to access limitations (including being in lockdown or isolation), a suitable time for re-delivery will need to be arranged. In addition to the delivery charge associated with the unsuccessful delivery, a return to warehouse delivery charge and re-delivery charge may be payable depending on the supplier, each equal to the value of the original delivery charge. If delivery is not possible at all due to access limitations the goods will be taken back to the supplier and may incur a return to warehouse delivery charge and/or restocking fee.
- In the event that a client is either not ready to accept receipt of goods, or delays receipt of the goods as per the scheduled delivery and install dates, we may be

required to arrange storage on the clients behalf and this will be charged to you at a quoted amount.

- Storage fees will need to be settled monthly or prior to delivery depending on which comes first.

Third Party Contractors and Suppliers

- The Client acknowledges and agrees all representations, recommendations and referrals made by NNC are made in good faith, but that NNC makes no warranties as to the suitability reliability of third-party suppliers and contractors or guarantees as to the outcome or results of the services.
- The Client acknowledges NNC is not responsible for the compliance, safety, supervision, daily direction, control, quality or outcome of the work of any third-party supplier, contractor or sub- contractor the Client engages to complete the Works, regardless of whether NNC has referred, recommended or engaged the supplier, contractor or sub-contractor on behalf of the Client.
- The Client agrees that where building or construction work is required for the Services, it must enter into a contract that is independent of this Agreement, and acknowledges NNC is not responsible nor can be held liable for any damages or loss incurred by the Client arising out of or associated with that contract.

PROJECTS

Delay & Variations

Upon it becoming evident that anything beyond our control may result in delay to the Project, including a Force Majeure event (such as a pandemic), NNC agrees to notify the Client of the extent of the likely delay and the costs and expenses associated with that delay. If the Client proposes a variation, NNC shall advise the Client whether the proposed variation can be reasonably implemented, and the anticipated effect the proposed variation will have on the Project, including price and timing. The Client agrees that where they proceed with the proposed variation, they will accept and agree to any of the costs or anticipated delays.

Returns and Refunds

NNC reserves the right to refuse or grant refunds for the Services, pursuant to the *Competition and Consumer Act 2010* (Cth). Any requests by the Client for refunds must be detailed in writing and will only be considered when options for remedies or replacements have been exhausted.

Termination

Termination on Notice

- Either Party may terminate this Agreement at any time by giving thirty (30) days written notice of termination. Where the Project is thirty (30) days or less, only fourteen (14) days' notice will be required.
- If the Client gives notice under this clause the Client agrees that NNC will retain the Deposit paid, and the Client will pay NNC the Consultation Fees (in the event they have been waived), for the professional time spent on the Project and for any fees or expenses not covered by the Deposit.

- If NNC terminates this Agreement, NNC will only retain any outstanding fees or expenses owing for the work completed up and to and including the date of termination.

Termination on Default

A party may terminate this Agreement, effective immediately with written notice if:

- the other party commits a material breach of this Agreement, and does not rectify that breach within seven (7) days;
- the other party commits a material breach of this Agreement that it is incapable of rectification or remedy within seven (7) days;
- the other party is charged or is convicted of a serious criminal offence, or any offence connected with theft, fraud or deception; or
- a party is in jeopardy of becoming subject to any form of insolvency administration or ceases to carry on business.

Consequence of Termination

- The Client and NNC will use their best endeavour to reach a settlement to the most appropriate and efficient way of concluding the remaining aspects of the Project.
- NNC will not be liable for any losses, costs and/or expenses incurred or sustained by the other as a result of termination of this Agreement.
- The termination or conclusion of this Agreement does not affect or effect any release of any accrued rights or remedies of a party in respect of events, acts, or omissions that occurred prior to the termination or conclusion of this Agreement.

Liability

To the fullest extent permitted by law (and to the extent permitted under Australian Consumer Law), the total liability of NNC under or in connection with this Agreement in respect of all Claims (if any) is limited to the Fees paid or payable for the Services and in any event, will never exceed the available proceeds of the professional indemnity and/or public liability insurance coverage of NNC (as varied from time to time).

Consequential Loss In no case shall NNC, its officers, employees, affiliates, agents, contractors, or licensors be liable for any Consequential Loss arising from the Client's failure to provide Client Content or approve the Design Materials within a reasonable time, failing the use of any of the Services or for any other Claim related in any way to the Client's use of, or reliance on, the Services, the Material provided as part of NNC's consultation package, website, platforms and/or content or designs or drawings including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services, even if advised of their possibility.

