

## Client Terms of Engagement

These Client Terms of Engagement form part of the agreement between Orno Interiors Pty Ltd (ABN 79 601 536 010) trading as Sherwood Design ("Sherwood Design", "we", "our" or "us") and the Client ("you" or "your") for the provision of professional interior design services.

Together with the Proposal, Appendix A (Project Scope), any approved Variation Proposals and documents expressly incorporated by reference, these Client Terms of Engagement establish the responsibilities of both parties and provide the framework for the successful delivery of the Project.

### 1. Introduction

#### **Purpose**

Sherwood Design is committed to providing a professional, collaborative and enjoyable design experience. These Client Terms of Engagement have been prepared to clearly explain how we work together, how decisions are made throughout the Project and the responsibilities of both Sherwood Design and the Client.

By accepting the Proposal, the Client agrees to these Client Terms of Engagement.

### 2. Appointment

Upon acceptance of the Proposal and payment of the applicable Stage Fee, the Client appoints Orno Interiors Pty Ltd trading as Sherwood Design ("Sherwood Design") to provide the professional interior design services described in the Proposal and Appendix A (Project Scope).

Sherwood Design will exercise reasonable skill, care and diligence in providing those services in accordance with accepted professional standards.

Unless expressly stated in the Proposal, Sherwood Design is not engaged to provide architectural, engineering, building surveying, quantity surveying, structural, hydraulic, electrical, certification or other specialist consulting services.

#### **Specialist Consultant Design**

Where the approved design incorporates structural elements, pergolas, outdoor structures, retaining walls, pools, staircases, building alterations, custom architectural features or other specialist works, Sherwood Design's drawings, schedules, specifications and other documentation are prepared to communicate the approved design intent and are not intended to constitute structural, engineering, fabrication or construction documentation.

The Client acknowledges that such works may require further design, engineering, fabrication detailing, certification, statutory approvals or construction documentation by appropriately qualified consultants or contractors prior to manufacture or construction.

Sherwood Design may liaise with those consultants and contractors to maintain the approved design intent; however, responsibility for the structural design, engineering, certification, construction methodology, statutory compliance and the suitability of those works for manufacture or construction remains with the relevant consultant, contractor or certifier.

Where specialist consultants are required, Sherwood Design may recommend appropriately qualified consultants; however, those consultants are engaged directly by the Client unless otherwise agreed in writing.

### 3. Scope of Services

#### **Purpose**

Every project is unique. The Proposal and Appendix A have been prepared specifically for the Client's Project and define the professional services included within the Design Fee.

#### **Included Services**

Sherwood Design will provide the professional services described within:

- the Proposal;
- Appendix A (Project Scope);
- any approved Variation Proposal.

The Design Fee has been calculated having regard to the agreed Scope of Works (Appendix A), project complexity and the professional services reasonably required to successfully deliver the Project.

#### **Services Not Included**

Unless expressly included within the Proposal, the Design Fee does not include:

- architectural services;
- engineering services;
- building surveying or certification;
- quantity surveying;
- statutory approvals;
- consultant fees;
- construction works;
- trade services;
- furniture, lighting or product purchases;
- freight and delivery;
- installation costs;
- builder or contractor costs;
- third-party supplier charges.

These items will be quoted or engaged separately where required.

#### **Project Management**

Where engaged, Sherwood Design acts as the Client's representative for the implementation of the approved design in accordance with the agreed Scope of Works.

Project Management services may include:

- coordinating and directing trades, suppliers and consultants in relation to the approved design;
- attending site meetings and site inspections;
- issuing design instructions and providing design clarification during construction;
- coordinating the sequencing of design-related works;
- monitoring workmanship and installation against the approved design intent;
- coordinating procurement, deliveries and installations;
- identifying defects or departures from the approved design and coordinating rectification with the relevant trade or supplier;

- liaising with the Client, builder (where applicable), trades and consultants throughout implementation; and
- overseeing final installation and styling.

Project Management services do not include:

- structural, engineering or architectural design services;
- certification of building works or statutory compliance;
- workplace health and safety responsibilities;
- obtaining permits or statutory approvals;
- guaranteeing the workmanship or performance of third-party contractors or suppliers; or
- assuming the contractual obligations or liabilities of any builder, contractor, consultant or supplier.

Sherwood Design will use reasonable endeavours to coordinate the implementation of the approved design but is not responsible for delays, defects or failures arising from the acts or omissions of third parties.

## 4. Design Process & Stage Approvals

### **Purpose**

Sherwood Design follows a structured design process to ensure each Project progresses efficiently from concept through to completion.

Each stage builds upon the previous one and provides an opportunity for the Client to review, refine and approve the work before moving to the next stage.

### **Stage Approvals**

At the completion of each project stage, Sherwood Design will invite the Client to review the work completed.

Once approved in writing, Sherwood Design will commence the following stage.

Approval confirms that:

- the work completed during that stage reflects the agreed design direction;
- the Client authorises Sherwood Design to proceed with the next stage;
- the applicable Stage Fee has become earned in accordance with the Proposal.

### **Changes Following Approval**

Once a stage has been approved, Sherwood Design will proceed on the basis that the design direction for that stage has been accepted.

Requests made after approval that materially alter the approved design or expand the agreed Scope of Works may constitute a Variation and may result in additional fees and adjustments to the project programme.

## 5. Client Responsibilities

### **Purpose**

Successful projects rely upon collaboration, timely communication and shared decision-making. Sherwood Design will guide the Client throughout the Project; however, the timely delivery of the Project also depends upon the Client meeting the responsibilities outlined below.

The Client agrees to:

- provide accurate and complete information relevant to the Project;
- provide consolidated feedback from all decision-makers wherever reasonably practicable;

- review presentations, drawings, schedules and quotations within reasonable timeframes;
- provide approvals and instructions when requested;
- promptly advise Sherwood Design of any changes to the project brief, programme or budget;
- provide reasonable site access where required;
- engage specialist consultants where required;
- promptly notify Sherwood Design of any matter that may affect the Project.

Where delays arise due to the Client's failure to provide information, approvals, payments or access within reasonable timeframes, Sherwood Design may revise the project programme and, where appropriate, issue a Variation Proposal for any additional professional services required.

## 6. Design Refinements

### **Purpose**

Sherwood Design recognises that refinement is an important and valuable part of the design process. These provisions explain how design refinements are managed to ensure the Project progresses efficiently whilst allowing flexibility throughout the design journey.

### **Included Design Refinements**

The Design Fee includes the refinement opportunities outlined within the Proposal for the relevant project stage.

A design refinement is intended to further develop the agreed design direction and may include reasonable adjustments to:

- finishes, materials and colour palettes;
- furniture, lighting and product selections;
- layouts and spatial planning;
- cabinetry details;
- styling and decorative elements;
- other design details that remain consistent with the approved design direction.

### **Changes in Design Direction**

A design refinement does not include a material change to the approved design direction or Project brief.

Examples of a material change may include:

- adopting a substantially different interior design style or aesthetic;
- redesigning spaces that have already been approved;
- introducing significant new project requirements;
- requesting alternative design concepts or additional design schemes;
- expanding the agreed Scope of Works.

Where Sherwood Design considers a request to constitute a material change in design direction, the additional work may be treated as a Variation.

Sherwood Design will discuss the proposed change with the Client before undertaking any additional services.

## 7. Variations

### **Purpose**

Whilst every effort is made to establish a comprehensive Scope of Works at the commencement of the Project, circumstances may arise where additional professional services are required. This section explains how changes to the Project are managed.

### **What is a Variation?**

A Variation may arise where:

- the agreed Scope of Works is expanded;
- the Client requests additional services not included within the Proposal;
- approved design work is revisited or materially altered;
- additional meetings, presentations, documentation or site visits are requested beyond those included within the Proposal;
- changes by consultants, contractors or statutory authorities require additional design work;
- unforeseen Project circumstances require additional professional involvement;
- additional procurement, sourcing or implementation services are requested outside the agreed Scope of Works;
- the Client requests interstate or overseas travel, attendance at trade fairs, supplier or manufacturer visits, product sourcing trips, or other travel-related professional services.

### **Variation Process**

Where Sherwood Design considers additional professional services are required, the Client will be advised as soon as reasonably practicable.

Where appropriate, Sherwood Design will provide a Variation Proposal outlining:

- the additional Scope of Works;
- any additional Design Fee;
- any adjustment to the Project programme; and
- where applicable, any travel costs or other reasonable third-party expenses associated with the requested services.

Variation work will not commence until the Client has approved the Variation Proposal, except where immediate action is reasonably required to protect the Project or where the Client has otherwise instructed Sherwood Design to proceed.

Where a Variation includes interstate or overseas travel or other travel-related professional services, the Client will be responsible for all reasonable travel and associated out-of-pocket expenses incurred by Sherwood Design in connection with those services, in addition to the applicable professional fees, unless otherwise agreed in writing.

## **8. Fees & Payment**

### **Purpose**

Sherwood Design's Design Fee is structured around key project milestones, allowing each stage to be completed, reviewed and approved before progressing to the next stage.

### **Stage Fees**

The Design Fee and Payment Schedule are outlined within the Proposal.

Each Stage Fee is payable prior to commencement of the relevant project stage.

Once a project stage has commenced, the applicable Stage Fee becomes earned and is non-refundable.

Each Stage Fee secures Sherwood Design's professional time, project scheduling, creative development and associated business resources. Accordingly, where a project stage has commenced, the applicable Stage Fee remains payable irrespective of whether the Client subsequently elects not to proceed with the Project.

### **Variations**

Approved Variations will be invoiced separately and are payable in accordance with the relevant invoice terms.

### **Procurement Invoices**

Invoices for furniture, lighting, custom cabinetry, window treatments and other design selections must be paid in full before orders are placed with suppliers unless otherwise agreed in writing.

### **Late Payment**

Where an invoice remains unpaid after its due date, Sherwood Design reserves the right to:

- suspend professional services;
- postpone meetings or site visits;
- withhold procurement activities;
- withhold documentation not yet issued;
- revise the Project programme.

Professional services will recommence once outstanding amounts have been paid or alternative arrangements have been agreed in writing.

### **GST**

Unless otherwise stated, all fees and charges are exclusive of GST. GST will be applied in accordance with applicable Australian taxation legislation.

Invoices for furniture, lighting, custom cabinetry, window treatments and other design selections must be paid in full before orders are placed with suppliers unless otherwise agreed in writing.

### **Late Payment**

Where an invoice remains unpaid after its due date, Sherwood Design reserves the right to:

- suspend professional services;
- postpone meetings or site visits;
- withhold procurement activities;
- withhold documentation not yet issued;
- revise the Project programme.

Professional services will recommence once outstanding amounts have been paid or alternative arrangements have been agreed in writing.

## **9. Procurement, Ordering & Supplier Products**

### **Purpose**

Sherwood Design offers procurement as a professional service to simplify the purchasing, coordination and delivery of approved design selections. This section explains how procurement is managed throughout the Project.

### **Procurement Services**

# SHERWOOD DESIGN

Where requested, Sherwood Design will coordinate the procurement of approved furniture, lighting, custom cabinetry, window treatments, artwork, accessories and other design selections on the Client's behalf.

Sherwood Design may:

- obtain supplier quotations;
- coordinate orders with suppliers;
- monitor manufacturing progress;
- coordinate deliveries and installations;
- liaise with suppliers regarding warranty or product issues.

Sherwood Design acts as procurement coordinator and does not manufacture products supplied by third parties.

## **Supplier Quotations**

Supplier quotations are generally valid only for the period specified by the supplier.

Pricing, product availability, specifications and lead times remain subject to change until an order has been accepted by the supplier.

Sherwood Design will make reasonable efforts to notify the Client of any material changes before proceeding.

## **Pricing of Design Selections**

Sherwood Design carefully curates products, furnishings, lighting, finishes and other design selections from a broad network of local and international suppliers.

Unless otherwise stated in writing, prices quoted by Sherwood Design represent the selling price of the selected products and are not calculated by reference to supplier wholesale pricing or trade discounts.

The Client acknowledges that Sherwood Design may receive trade pricing, designer discounts or preferred supplier pricing as part of its professional relationships with suppliers. Such pricing forms part of Sherwood Design's business model and is retained by Sherwood Design to support the professional services provided throughout the Project.

Accordingly, Sherwood Design is under no obligation to disclose supplier wholesale pricing, trade discounts or product cost prices.

## **Payment Prior to Ordering**

Products will not be ordered until the relevant invoice has been paid in full unless otherwise agreed in writing.

Delays in payment may affect supplier pricing, availability and manufacturing schedules.

## **Cancellation, Returns & Change of Mind**

Once an order has been placed with a supplier, the Client acknowledges that cancellation, return or exchange of products is subject to the individual supplier's terms and conditions.

Many products specified by Sherwood Design are custom-made, made-to-order, imported or manufactured specifically for the Project and, accordingly, cannot be cancelled, returned or refunded once production or procurement has commenced.

Where a supplier agrees to accept the cancellation or return of a product, any applicable cancellation fees, restocking fees, freight charges, administration costs or other supplier-imposed charges shall be the responsibility of the Client.

Where Sherwood Design receives a refund from a supplier, that refund will be passed on to the Client less any supplier charges or costs already incurred on the Client's behalf.

### **Lead Times**

Estimated lead times are provided as a guide only.

Manufacturing schedules, product availability, shipping, customs clearance, freight providers and other matters outside Sherwood Design's reasonable control may affect delivery timeframes.

Whilst Sherwood Design will actively monitor orders and keep the Client informed, Sherwood Design cannot guarantee supplier lead times or delivery dates.

### **Product Variations**

The Client acknowledges that many products specified by Sherwood Design are manufactured from natural, handcrafted or artisan materials.

Accordingly, variations in colour, veining, grain, texture, pattern, movement, finish, dimensions and overall appearance are natural characteristics of these products and are not considered defects.

Examples include, but are not limited to:

- Natural stone;
- Marble;
- Travertine;
- Granite;
- Timber and timber veneers;
- Leather;
- Linen;
- Handmade tiles;
- Ceramics;
- Metals with living finishes; and
- Hand-crafted furniture.

Product samples, showroom displays, photographs, digital renderings and AI visualisations are provided as an indication only and may not precisely represent the final product supplied.

Where the Client has approved a material or product prior to ordering, manufacture or installation, any dissatisfaction relating solely to the natural characteristics or appearance of that material or product does not constitute a defect or entitle the Client to replacement, refund or redesign at Sherwood Design's cost.

Where the Client elects to replace or alter an approved material or product for reasons of personal preference, aesthetic preference or change of mind (and not due to a manufacturing defect,

installation defect or supplier error), all associated costs shall be borne by the Client. Such costs may include, without limitation:

- removal and demolition;
- disposal;
- replacement materials or products;
- manufacture or fabrication;
- freight and delivery;
- installation and reinstatement;
- making good adjoining works; and
- any additional professional services required by Sherwood Design.

### **Product Inspection & Supplier Issues**

Where products are delivered via Sherwood Design's warehouse, reasonable care will be taken to inspect items upon arrival for any obvious freight damage or manufacturing defects.

The Client agrees to notify Sherwood Design as soon as reasonably practicable if any issue is identified following delivery or installation.

Where products have been procured through Sherwood Design, Sherwood Design will use reasonable endeavours to coordinate the resolution of supplier, delivery and installation issues with the relevant supplier or contractor.

Whilst Sherwood Design will actively assist in resolving such matters, Sherwood Design is not responsible for manufacturing defects, supplier performance, freight damage caused by third parties or the workmanship of independent contractors.

Where additional professional services are required to resolve matters outside Sherwood Design's reasonable control, such services may constitute a Variation or, where Project Management has been engaged, be charged at the applicable hourly rate.

## **10. Project Delays & Suspension**

### **Purpose**

Interior design projects involve multiple consultants, suppliers, contractors and external parties. This section explains how delays and temporary suspensions are managed.

### **Project Delays**

Project programmes are prepared using information available at the time.

Sherwood Design is not responsible for delays arising from matters outside its reasonable control, including:

- supplier delays;
- manufacturing delays;
- freight or shipping delays;
- contractor or builder delays;
- consultant delays;
- authority approvals;
- weather events;
- industrial action;
- force majeure events.

Where delays occur, Sherwood Design will make reasonable efforts to minimise disruption and keep the Client informed.

### **Client Delays**

Where delays occur because the Client has not provided approvals, information, instructions, payments or site access within reasonable timeframes, Sherwood Design may:

- revise the Project programme;
- reschedule meetings and site visits;
- revise procurement timelines;
- issue a Variation Proposal where additional professional services become necessary.

### **Suspension**

Either party may request that the Project be temporarily suspended.

Where a Project remains suspended for an extended period, Sherwood Design reserves the right to:

- review the remaining Scope of Works;
- revise the Project programme;
- revise the Design Fee where additional professional services become necessary as a result of the delay.

Where reasonably practicable, Sherwood Design will discuss any proposed changes with the Client before recommencing the Project.

## **11. Cancellation & Termination**

### **Purpose**

Sherwood Design is committed to maintaining a professional and collaborative working relationship throughout every Project. These provisions explain the rights and responsibilities of both parties should the Project be suspended or brought to an end.

### **Client Cancellation**

The Client may terminate the engagement at any time by providing written notice.

Upon termination, the Client remains responsible for payment of:

- completed Stage Fees;
- approved Variations;
- professional services performed prior to termination;
- products ordered or committed to suppliers;
- supplier cancellation charges;
- freight, storage and other costs incurred on the Client's behalf.

Stage Fees that have become earned in accordance with the Proposal are non-refundable.

### **Sherwood Design Termination**

Sherwood Design may suspend or terminate the engagement by written notice where:

- invoices remain unpaid beyond the agreed payment terms;
- the Client materially breaches the Contract;
- the Client repeatedly fails to provide information, approvals or instructions necessary for the Project to progress;

- the Client behaves in a manner that is abusive, threatening, discriminatory or otherwise unreasonable towards Sherwood Design, its employees, consultants or suppliers;
- the working relationship has broken down to the extent that Sherwood Design reasonably believes the Project can no longer be delivered effectively.

Where reasonably practicable, Sherwood Design will first provide the Client with an opportunity to remedy the issue before terminating the engagement.

### **Effect of Termination**

Upon termination:

- all outstanding invoices immediately become due and payable;
- procurement activities will cease unless otherwise agreed;
- Sherwood Design is under no obligation to undertake further professional services;
- the Intellectual Property provisions contained within these Terms continue to apply.

Termination does not affect any rights or obligations accrued prior to termination.

## **12. Intellectual Property**

### **Purpose**

Sherwood Design invests significant time, expertise and creative skill in developing original concepts, drawings, presentations and documentation for each Project. This section explains how that intellectual property may be used.

### **Ownership**

Unless otherwise agreed in writing, all intellectual property created by Sherwood Design in connection with the Project remains the property of Sherwood Design.

This includes, without limitation:

- interior design concepts;
- space planning and layouts;
- SketchUp models;
- CAD drawings;
- 3D renderings and visualisations;
- mood boards;
- presentations;
- furniture layouts;
- schedules and specifications;
- cabinetry and joinery documentation;
- styling concepts;
- AI-generated imagery and visualisations;
- photographs, graphics and written content;
- any editable digital files.

### **Licence to Use**

Upon payment of all outstanding invoices, Sherwood Design grants the Client a non-exclusive licence to use the documentation prepared specifically for the Project for the purpose of completing that Project only.

This licence:

- does not transfer ownership of the intellectual property;
- may not be assigned or transferred without Sherwood Design's written consent;
- does not permit the documentation to be reused on another project or property.

#### **Editable Files**

Sherwood Design is not obliged to provide editable digital files including SketchUp models, CAD files, working documents or source files unless expressly agreed in writing.

Where editable files are released, Sherwood Design accepts no responsibility for amendments made by others after release.

#### **Unpaid Fees**

Until all outstanding invoices have been paid in full, the Client does not acquire any licence to use Sherwood Design's intellectual property.

Sherwood Design may withhold drawings, schedules, documentation and other deliverables until outstanding amounts have been paid.

### **13. Photography & Marketing**

#### **Purpose**

Sherwood Design is proud to showcase completed projects as part of its professional portfolio.

#### **Photography**

Unless otherwise agreed in writing, the Client grants Sherwood Design permission to photograph completed works for marketing, portfolio, editorial, award submissions, social media and website purposes.

Sherwood Design will use reasonable endeavours to ensure photography respects the Client's privacy and personal belongings.

Where requested by the Client for legitimate privacy or security reasons, Sherwood Design will discuss reasonable limitations on publication.

#### **Marketing**

Sherwood Design may publish photographs, drawings and descriptions of the completed Project for promotional purposes.

Personal information such as the Client's address, financial information or other confidential details will not be published without consent unless already publicly available.

### **14. Confidentiality**

#### **Purpose**

Both parties acknowledge that confidential information may be exchanged throughout the Project.

#### **Confidential Information**

Each party agrees to keep confidential all information obtained during the Project that would reasonably be regarded as confidential.

This obligation does not apply where information:

- is already publicly available;
- becomes publicly available through no breach of these Terms;
- must be disclosed by law;
- is disclosed with the other party's written consent.

This obligation survives completion or termination of the Project.

### **15. Australian Consumer Law**

Nothing contained within these Client Terms of Engagement excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable legislation.

Where legislation permits Sherwood Design to limit its liability, Sherwood Design's liability will be limited to the maximum extent permitted by law.

## 16. Limitation of Liability

### **Purpose**

Sherwood Design will exercise reasonable skill, care and diligence in providing its professional services. This section explains the extent of Sherwood Design's responsibility.

To the maximum extent permitted by law Sherwood Design is not responsible for:

- decisions made by the Client contrary to professional advice;
- work performed by third-party consultants, contractors or suppliers;
- supplier manufacturing defects;
- delays outside Sherwood Design's reasonable control;
- changes made to Sherwood Design's documentation by others;
- cost increases imposed by suppliers after quotations have expired.

Sherwood Design's total liability arising from the Project will be limited to the amount of the Design Fee paid by the Client, except where liability cannot legally be excluded.

Nothing in these Terms limits Sherwood Design's liability for fraud, wilful misconduct or any liability that cannot lawfully be excluded.

## 17. Dispute Resolution

### **Purpose**

Both parties are committed to resolving issues promptly, professionally and in good faith.

Where a dispute arises:

1. The parties agree to first discuss the matter directly and attempt to resolve it through good faith negotiation.
2. If the matter cannot be resolved within fourteen (14) days, either party may request mediation before commencing legal proceedings.

Nothing prevents either party seeking urgent injunctive or interlocutory relief where reasonably necessary.

## 18. General

These Client Terms of Engagement are governed by the laws of Western Australia.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.

Failure by either party to enforce a provision of these Terms does not constitute a waiver of that provision.

These Client Terms of Engagement, together with the Proposal, Appendix A and any approved Variation Proposals, constitute the entire agreement between the parties and supersede all previous discussions, representations and agreements relating to the Project.

Neither party may assign their rights or obligations under this Contract without the prior written consent of the other party, except where required by law.

Neither party will be liable for failure to perform obligations where performance is prevented by events beyond their reasonable control, including natural disasters, acts of government, industrial disputes, pandemics or other force majeure events.

## 19. Definitions

For the purposes of these Client Terms of Engagement:

- **Sherwood Design** means **Orno Interiors Pty Ltd (ABN 79 601 536 010) trading as Sherwood Design**, including its directors, employees, consultants and authorised representatives.
- **Client** means the person or entity engaging Sherwood Design to provide the Services.
- **Contract** means the Proposal, these Client Terms of Engagement, Appendix A (Project Scope), any approved Variation Proposals and any other documents expressly incorporated by reference.
- **Design Fee** means the professional fee specified within the Proposal.
- **Design Refinement** means a reasonable adjustment to the agreed design direction as contemplated by the Proposal.
- **Intellectual Property** includes all copyright, design rights, trade marks, concepts, drawings, SketchUp models, CAD files, renderings, schedules, specifications, presentations, AI-generated imagery, written material and other creative works produced by Sherwood Design.
- **Project** means the interior design project described within the Proposal.
- **Project Scope** means the professional services described within Appendix A.
- **Proposal** means Sherwood Design's written fee proposal accepted by the Client.
- **Services** means the professional interior design services to be provided by Sherwood Design.
- **Stage Fee** means the fee payable for each project stage as outlined within the Proposal.
- **Variation** means additional professional services, changes to the agreed Scope of Works or changes to the approved design direction that are outside the original Proposal and approved by the Client.