

DESIGN

- 1.1 Where the AXI acts as purchasing agent for any goods such as furniture, artwork or accessories, full payment is required prior to purchase, including delivery fees.
- 1.2 The client must note that images/samples of products and furniture specified in the design project can vary to products in reality. It is the client's duty of care to ensure they are satisfied with the product via suggested images and specifications.
- 1.3 Within 24hrs of delivery of purchases, the client must ensure accurate delivery has been provided, and asses for damages or breakages. Please contact AXI during this period to ensure any issues can be resolved, studio is closed on weekends, ensure photographs of damages are emailed within 24hrs for proof with suppliers.
- 1.4 Product selections need to be installed according to supplier specifications and installation guides. AXI will not take responsibility for breakages/damages due to faulty installation.
- 1.5 Should the client choose to return any items once it has been ordered, it is strictly at the supplier's discretion and the client is subject to their return policy and fees. Custom orders cannot be restocked or returned.
- 1.6 **Copyright:** All documentation produced by AXI is owned by AXI and protected by Copyright Law. The client must not copy, reproduce, display, or otherwise distribute any of the intellectual property in whole or in part without our prior written consent. Clients are not permitted to take photographs or videos of presentations, product samples or supplier details unless authorised by the Designer.
- 1.7 **Promotional use:** With the approval of the client, AXI will use design content and photography of the design project, for the purposes of advertising, public display, design competitions and social media. Confidential information will not be disclosed, revealed, or reported for any use unless authorised by the client or required under law.
- 1.8 **Liability:** To the maximum extent permitted by law, AXI will only be liable for delay or error in the case of its own default or negligence. Our maximum liability in connection with the provision of our services shall be limited to the maximum amount paid for our services.
- 1.9 **Suppliers:** AXI provides design advice, specifications, and product recommendations from our directory of trusted suppliers. AXI does not engage with suppliers outside the design projects recommended suppliers. AXI does not take any responsibility for product quality, design suitability or specifications where clients make selections that differ from the presented design.
- 1.10 **Amendments:** As per the agreed contract, the client will make payment for any requested additional amendments. An amendment refers to a client requested change to add, remove or modify the design in any way. AXI will provide email notification at the time of the request that additional fees will be incurred. Additional amendments do not include errors or omissions by AXI.
- 1.11 **Coronavirus:** AXI will not be held responsible for any delays in the delivery of products or trades due to circumstances outside our control or influence, including acts of Coronavirus, fire, flood, international shipping, and customs delays.
- 1.12 **Environmental Impacts:** AXI will not be held responsible for any delays in the delivery of products or trades due to circumstances outside our control or influence, including acts of global pandemic, fire, flood, vandalism, theft, international shipping, and custom delays.

TRADES

- 2.1** AXI provides suggestive design concepts only; our drawing packages should not be considered construction drawings. On completion and hand over, AXI is not liable for any costs associated with the construction, engineering, external subcontractors, reports, and certification process.
- 2.2** Clients may use their own trades or engage trades recommended by AXI. The client and trades will adhere to the following terms:
- 2.2.1 It is the client's responsibility to forward approved final designs and architectural drawings and design schedule to the builder/trades for review.
 - 2.2.2 Each level of subcontractor for the construction of the design is responsible for the design schedule and indicating if there will be complications with the design suggestions.
 - 2.2.3 During construction, all dimensions and architectural drawings must be checked on site (C.O.S) by the builder to ensure all Australian building standards and codes are acknowledged.
 - 2.2.4 The trades and client must ensure that design is carried through according to AXI vision. Adjustments or alternatives made to product selections, specifications, finishes schedule or concept must be approved by the Designer prior to installation. The Designer does not take responsibility for selections or decisions made outside of the project documentation.
 - 2.2.5 All external parties will be paid at client's expense: private certifier/ graphic designer/ engineers/ lighting designer/ body cooperate/ local council or any other external parties required. All invoices will be forwarded to the client for approval.
- 2.3** AXI will place a company job site sign at the front fence/entrance of the design project, size 500 x 500.
- 2.4** AXI will be using the following project for editorial, marketing and design competitions during the design and construction process, as well as once completed.

INITIAL CONSULTATIONS

- 3.1.** All AXI design packages begin with a 1.5-hour Studio or Zoom consultation with an AXI design team representative, charged at a fixed rate of \$875. Site consultations can be conducted upon request of the client and are charged at a rate of \$1875 for 1.5-hours on site. The AXI team works collaboratively and often multiple members of the team work on every project.
- 3.2.** After filling out the AXI Online Contact form, an AXI team representative will contact the client via phone call or e-mail to gain further project information and book in a time for the consultation. In the event of no contact from the AXI team within this time frame, please get in touch with our team during business hours via phone on 0404 277 266. AXI's business trading hours are Monday to Friday, 9am to 5pm AEST.
- 3.3.** During an AXI Initial Consultation in studio or via Zoom, client design requirements, floorplans and inspiration images will be discussed required for the client's space. This is an informal process and conversation between client and designer where ideas are collated and presented.
- 3.4.** If at any time during the initial consultation there are any issues or concerns, the client must raise the immediately with the AXI team member they are consulting with.
- 3.5.** Please note that if the initial consultation exceeds the 1.5 hour time frame included pre-paid for, this will be charged at an additional cost of \$140/30 Minutes.

HOURLY BASED WORK (RETAINER WORK)

- 4.1.** The AXI Hourly-Based Package includes 5 hours minimum of AXI studio time to make selections, amendments, or additions to the design scope, based on discussions within the initial consultation. The
- 4.2.** The AXI Full Design Service includes 10 hours minimum of AXI studio time to make amendments and additions to the project floorplans, based on discussions within the initial consultation. A fee proposal cannot be generated by AXI without finalisation of the floorplans prior.
- 4.3.** Additional time required for client requested work beyond these hours will be charged at a rate of \$180/hour (inc. GST).

BILLING AND PAYMENT

- 5.1.** Final designs will be handed over on receipt of payment of final invoices.
- 5.2.** Please e-mail receipt of all payments to accounts@aliciaxiberrasinteriors.com.au
- 5.3. Cancellation:** If there is a disagreement between both parties involved in the contract, that cannot be reasonably resolved, written notice of contract cancellation must be provided, and all money paid up to date is non-refundable. A final statement of account will be produced and is payable within 7 days.
- 5.4** Any payments not received within 7 business days may be subject to interest charges and late fees.
- 5.5** Please note that any payments made by credit card will incur a 2% surcharge fee.
- 5.6** Client delays will need to be discussed with AXI. Any delays due to council, retail design manager or body corporates must be communicated to AXI as soon as possible. Delays in excess of 2 weeks may incur additional charges.
- 5.7** Hours allocated for amendments and correspondence are non- transferrable and non-redeemable. I.e. Hours cannot be transferred to other design stages or refunded.
- 5.8** Please note the fee proposal is valid for one year from the agreed and signed date. The contract will be reviewed, and a new contract will need to be signed, annually.

SOCIAL MEDIA AND PROMOTIONAL USE

- 6.1.** AXI will use design content and photography of the design project without limitation, for the purposes of advertising, public display, design competitions and social media. Confidential information will not be disclosed, revealed, or reported for any use unless authorised by the client or required under law.
- 6.2.** AXI has a positive social media presence and in no way will accept any negativity on our social platforms. AXI reserves the right to delete or report such posts or comments as AXI sees fit.

ALICIA XIBERRAS INTERIORS PRIVACY POLICY

THIS POLICY

Alicia Xiberras Interiors Pty Ltd (ABN 14 634 060 549) respects your privacy and is committed to complying with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) (Privacy Act).

This privacy policy sets out how we collect, use, store and disclose your personal information. We may modify this policy from time to time by publishing a revised version on our website.

HOW DO WE COLLECT INFORMATION?

The main way we collect personal information about you is when you give it to us. For example, we may collect personal information from you when:

- you enquire about our products or services, whether over the phone, in person at our office, or via our website at www.aliciaxiberrasinteriors.com.au
- you interact with our social media accounts;
- you make an appointment to meet with us;
- you order products or services from us;
- you apply for a job with us; and
- we have other business dealings with you – for example as a tradesperson on one of our projects, as a supplier to us, or in relation to a transaction.

In some circumstances we may collect information about you from third parties, such as your employer or authorised representative, or from a publicly available record.

WHAT INFORMATION DO WE COLLECT?

The types of information we may collect from you include:

- general personal or business details such as your name, job title, contact number, address and email address;
- your financial or billing information (such as billing address, bank account and payment information);
- if you apply for a job with us, information about your employment history, and relevant records or checks from any recruitment consultant or from your previous employers, universities and others who may be able to assist us in our decision as to whether to make you an offer of employment; and
- if you have a job with us, relevant information to manage our payroll (including your taxation and superannuation details).

WHY DO WE COLLECT, AND HOW DO WE USE AND DISCLOSE YOUR PERSONAL INFORMATION?

We may use your personal information to:

- provide our goods and services to you;
- communicate with you;
- conduct, monitor and analyse our business and internal operations;
- identify and develop new products and services you may be interested in;
- send you marketing emails, event details and new product or service offerings - but if you do not want to receive marketing emails from us, you can always unsubscribe;
- comply with applicable laws;
- protect, exercise or defend our legal rights; and
- process and respond to your requests, enquiries or complaints.

WHEN AND TO WHO DO WE DISCLOSE YOUR PERSONAL INFORMATION?

We may disclose your information:

- to tradespeople involved in your projects;
- to our service providers, agents and contractors from time to time that provide services to us and/or help us to provide and market our services to you;
- to specific third parties authorised by you to receive information held by us;
- to other persons, including government agencies, regulatory bodies and law enforcement agencies; and
- as otherwise required or authorised by law;

For example, we may share your personal information with financial, customer relationship management, and direct marketing software providers such as Xero and Workflow Max.

Some of these parties may receive or store your information overseas.

USING OUR WEBSITE

Analytics

We may use analytic tools to collect data about your interaction with our website. These tools may be hosted by us or third parties. The sole purpose of collecting your data in this way is to improve your experience when using our site. The types of data we may collect with these tools include:

- your device's IP address;
- device screen size;
- device type, operating system and browser information;
- geographic location;
- referring domain and out link if applicable;
- search terms and pages visited; and
- date and time when website pages were accessed.

Cookies

We may make use of cookies and other similar tracking technologies on our website. Cookies are small data files transferred onto computers or devices by websites for record-keeping purposes and to enhance functionality on the website.

Most browsers allow you to choose whether to accept cookies or not. If you do not wish to have cookies placed on your computer, please set your browser preferences to reject all cookies before accessing our website.

HOW DO WE STORE AND KEEP YOUR INFORMATION SECURE?

We may hold your personal information in either electronic or hard copy form. We use a variety of physical and electronic security measures to keep your personal information secure from misuse, interference, loss or unauthorised use or disclosure. For example, we restrict physical access to our offices, employ firewalls and secure databases, password protect our IT systems and frequently update our anti-virus software.

However, we cannot guarantee the security of your personal information. The internet is not a secure environment. If you do use the Internet to send us any information, including your email address, bank or credit card details, please be aware that it will be sent at your own risk.

Our websites and electronic newsletters may also contain links to other websites operated by third parties (including payment processors). We are not responsible for the privacy practices or the content of those linked websites.

ACCESSING OR CORRECTING YOUR PERSONAL INFORMATION

You have rights under the Privacy Act to:

- request access to your personal information;
- ask us to update or correct any information that is inaccurate, incomplete or outdated; and
- opt-out of receiving direct marketing communications from us.

You can do any of these things by contacting us using the details set out below.

MAKING A COMPLAINT

If you think we have breached the Privacy Act, or you wish to make a complaint about the way we have handled your personal information, you can contact us using the details set out below.

We will respond to your complaint within 30 days.

CONTACT US:

You can contact us by:

Email – enquiries@aliciaxiberrasinteriors.com.au

Phone – 0404 277 206