

# Terms and Conditions for Staging Services

The Staging Company Limited  
022 122 1957  
[enquiries@thestagingcompany.co.nz](mailto:enquiries@thestagingcompany.co.nz)

These Terms & Conditions, together with any quote provided by The Staging Company, set out the entire agreement between The Staging Company (“we”, “us”) and the Client regarding the staging services (the “Services”). This contract becomes effective once an appointment is made to provide our Services. The Client should read these Terms & Conditions carefully before engaging The Staging Company’s Services. If the Client does not agree with these terms, the Client must not use our Services. If the Client is signing this contract on behalf of a company or similar entity, the Client confirms that they have the authority to bind that organization to this agreement.

## 1. Our Obligations

- We will provide the Client with an estimated timeline for the completion of the work as soon as possible after the quote is issued. Please note these dates are approximate, and we cannot be held liable for any delays. Rescheduling the delivery date requires our approval and is subject to our availability.
- We may engage third-party suppliers or contractors to perform certain parts of the Services on the Client’s behalf.
- When we supply goods or materials directly to the Client, we warrant that they will be of satisfactory quality and fit for their intended purpose. All staging items are for display purposes only.

## 2. Client Obligations

- The Client must ensure the property is fully accessible to our team and any third-party suppliers throughout the staging period, including providing all necessary keys, alarm codes, and access needed to install large furniture. We also reserve the right to access the property to remove staging items if payment defaults occur.

- The Client will ensure utilities such as electricity and water are available and at no cost to us during the staging period.
- The Client agrees to take all reasonable steps to protect any staging items from loss or damage while in their care. Any loss or damage must be reported to us immediately. The Client accepts responsibility to cover the full cost to clean, repair, or replace any damaged or lost items, including reasonable transport and handling fees. If an insurance claim is involved, the Client agrees to cover all excesses.
- The Client will keep all staging items clean and tidy throughout the duration of the contract.
- The Client will maintain staging items in the same condition and location as originally placed by The Staging Company unless prior written approval is obtained from us for any changes.
- The Client acknowledges that while we consult with them, we retain full creative discretion regarding the selection, styling, and arrangement of staging items.
- The Client must not conduct painting, repairs, or other work likely to damage or soil staging items while installed on the property.
- Rescheduling the delivery date may result in additional fees, which the Client must pay prior to the new date. This also applies if staging cannot proceed due to other contractors obstructing access or creating unsafe conditions.
- The Client will ensure the property is safe, hygienic, and fit for staging. We reserve the right to refuse to carry out Services until any issues are resolved.

### **3. Payment & Billing Terms**

- The charges for the Services are set out in the quote provided. The initial staging fee or specified deposit must be paid before the Services are to be carried out, unless otherwise stated by The Staging Company in writing.

- All payments must be made by bank transfer.
- At least five working days before the end of the initial hire period, The Staging Company will notify the Client of the scheduled date and time for removal of the supplied goods and equipment. At that time, the Client may request an extension of the staging period. If the Client does not confirm the end of the hire period within those five working days, The Staging Company reserves the right to remove all items at the end of the hire period and invoice the Client for any costs associated with rescheduling transportation and delivery should an extension be requested.
- The Client may request early removal of the staging items, for example, upon sale of the property. In such cases, the Client agrees to provide The Staging Company with at least five working days' notice of the early removal and notify The Staging Company of the settlement date. Early removal remains subject to The Staging Company's availability.
- If the Client defaults on payment, or any payment remains unpaid for five working days or more, The Staging Company reserves the full and irrevocable right to remove all supplied items from the premises.
- In the event of payment default for any and all services provided by The Staging Company, the Client is liable for all debt recovery costs and associated obligations.

#### **4. Cancellation and Termination Policy**

- The Client has the right to cancel this contract (the "Contract") up to five working days before the scheduled date for the Services. A working day means any day excluding weekends and public holidays.
- The Client may not cancel the Contract if the Services have already begun with the Client's consent before the end of the five working day cancellation period.
- To exercise the right to cancel, the Client must provide written notice to The Staging Company by hand, post, or email.
- Once The Staging Company receives the Client's cancellation notice, a refund for the Services will be processed within 30 working days, subject to any deductions as detailed below.

- After the five working day cancellation period has passed, the Client may terminate the Contract at any time by giving written notice to The Staging Company. The Client will be liable to pay for all Services provided up to the date of termination, including but not limited to: work already completed, goods and materials supplied or ordered, any cancellation fees incurred, and any travel or accommodation costs incurred by The Staging.
- Termination of the Contract will not affect any outstanding rights or obligations of either party, including The Staging Company's right to recover any monies owed under these Terms and Conditions.

## 5. Liability

- The Staging Company is not responsible for any loss, damage, costs, or claims that result from incorrect, incomplete, or inaccurate information or instructions provided by the Client.
- The Staging Company will not be liable for any direct or indirect damages, including personal injury, death, property damage, loss of data, loss of profits, or any other similar losses, arising from the Client's use of, or inability to use, the staging services or items — no matter the cause or legal basis, even if The Staging Company was aware such damages could happen.
- Neither The Staging Company nor the Client will be held responsible for failing to meet their obligations under this contract due to events beyond their control, such as floods, fires, or other extreme weather conditions.
- If the Client has a complaint about the services, they must notify The Staging Company in writing within one working day after the services have been provided so it can be addressed promptly.
- Hanging artwork, mirrors, and other items is part of the services provided. The Client agrees to take responsibility for any damage caused by installation or removal of furniture, artwork, or mirrors, including things like nail holes, hooks, marks, discoloration, carpet dents, or scratches, and to fix these damages after the staging items are removed.
- The Client agrees to release and protect The Staging Company, its staff, and contractors from any claims, losses, damages, or expenses (including legal fees) related to entering the property or carrying out staging work — whether caused by negligence or other reasons — including claims for personal injury or property damage.

- The Client accepts that using the staging items is at their own risk. The Staging Company is not responsible for any damage or injury caused if anyone uses the staging items while they are on the property.

## **6. Photography and Marketing**

- The Staging Company reserves the right to photograph all staged properties and use images for marketing, social media, or promotional purposes, unless the client requests otherwise in writing prior to installation.

## **7. General**

- These terms are subject to change. The most current version will always be made available upon request.
- By proceeding with our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.