



The Home Studio Co.

Website Terms of Use



## 1 Our agreement

Welcome to our website! This website (located at [www.thehomestudioco.com](http://www.thehomestudioco.com)) is owned and operated by Tess Crane trading as The Home Studio Co. (ABN 44 318 126 734) (“we”, “us”).

By using our website, you’re (the person visiting our website) agreeing to be bound by these terms and conditions. If you don’t agree with these terms, please don’t use our website.

Please note that these terms govern your use of our website. Additional terms apply to our services. If you intend to engage us for our interior design services, you’ll be provided with access to our Design Client Engagement Agreement.

### *Making changes*

We can decide to change these terms at any time. If we do, we’ll post a copy of our revised terms on our website. Changes to the terms will take effect immediately on being published on the website. Your continued use of the website indicates your acceptance of the revised terms.

### *Ending our agreement*

This agreement may be terminated at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, however, you will no longer be authorised to access the website.

### *Privacy*

You can understand more about the way we collect, store, and manage your personal information by viewing our privacy policy available on our website.



## 2 Your use of our website

### *Accessing our website*

The content of this website is for your general information and use only and is subject to change without prior notice.

You can only ever use our website for lawful purposes (such as researching our goods and services or contacting us) in a manner consistent with the nature and purpose of the website, and in a way that doesn't impact on anyone else's use and enjoyment of the website.

### *Your online conduct*

We have a zero-tolerance policy for users who conduct themselves unlawfully or encourage such conduct, who post any defamatory, obscene, offensive, or scandalous material, harass or cause distress or inconvenience to any person, or disrupt the website. We reserve the right to ban any users who engage in such behaviour.

You're not permitted to change, add to, remove, deface, hack, or otherwise interfere with our website or any material or content displayed on the website, or attempt to do any of those things.

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.



## 3 Intellectual Property

### *Our intellectual property*

This website contains material which is owned by or licensed to us. This material includes components such as the content, design, layout, appearance, look, graphics, text, logos, button icons, video images, images, audio clips, code, scripts, design elements and interactive features of the website. These components are protected by copyright under the laws of Australia and through international treaties.

Unless we say otherwise, we own all the trade marks that appear on our website.

Nothing in these terms and conditions transfer any intellectual property or associated rights to you.

### *Lawfully using our content*

As a user of our website, we grant you a worldwide, non-exclusive, royalty-free, revocable license to use our website in accordance with these terms, to copy and store the website and its content in your device's cache memory and to print pages from the website for your own personal and non-commercial use.

This licence allows you to use our website for the purposes of viewing our work and making enquiries with us about working together or engaging us for our photographic services.

We don't grant you any other rights in relation to our intellectual property.

You're specifically prohibited from using our website content for commercial purposes.

If you breach these terms, we reserve the right to revoke your licence immediately without notice to you.

### *Copying our work*

You're prohibited from reproducing any part of our website, including our content such as photos, videos, blog posts, our terms and conditions, and other information found on our website unless we give you permission to do so.

We're putting you on notice that taking our content, especially samples of our interior design work and using it without permission or attempting to take credit for our work is copyright infringement and we will not hesitate to enforce our rights against you.

### *Sharing our website and social media content*

If you would like to share our website or social media content that's freely available for re-use or is in the public domain, you are permitted to do so if you credit our work and link back to our website.

For example, if we post on Instagram and you want to share that post, you can do so, but you must credit us and link back to our Instagram profile.

If we have a copyright notice on our work, you should contact us to get permission before sharing our work. If you're unsure about sharing or using our content, its best to contact us at [hello@thehomestudioco.com](mailto:hello@thehomestudioco.com).



## **4 Promotion**

We love it when you post about our services on social media. If you do share images or videos (or any other depiction whatsoever) of our services on your social media, you provide to us your express and unconditional consent to share your posts on our social media.

We will of course provide appropriate attribution to you (through tagging you or other appropriate means) when reposting your posts.

You grant us permission to use and reproduce your name, business or trading name and logo (if applicable), photograph or likeness, including any trade marks, as well as evidence of services delivered, and results achieved to promote our business.



## 5 Links

### *Links to our website*

If you would like to link to our website, please get in touch with us with your URL, a brief description of your website and why you want to establish a link.

Please note that if we allow you to link to our website, we may impose certain terms or conditions.

If the nature or content of your website changes in any significant way after the authorised link is established, you must let us know and provide us with a new description of your website. If the change means that your website is no longer a good fit with ours, we may ask you to remove the link. Refusal will constitute a breach of these terms.

You can contact us at [hello@thehomestudioco.com](mailto:hello@thehomestudioco.com).

### *Links from our website*

We may include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information.

You acknowledge that they are used at your own risk. Please note that we include these links for your convenience, however we don't necessarily endorse or support the views, opinions, standards, or information expressed on them. We have no control over the nature, content, and availability of those websites.

For your own safety, please make sure you check the protocols and standards of the linked sites before using them.



## 6 Cookies

We use cookies to monitor browsing preferences and to help us improve, promote, and protect our website and services.

By continuing to use the website, you agree to our cookie policy. You can find out more information about our cookie policy in our privacy policy, which is available on our website.



## 7 Security

Our website is hosted, and security assured by Squarespace. We use our best endeavours to ensure the website is free of any malware, bugs, viruses, trojan horses, ransomware or other harmful code or communications which may be transmitted to or through the website, including links to other sites.



## 8 Advice and information

On our website we may provide or publish general advice, recommendations, information, reviews, or assistance in relation to our services, believing it to be accurate, appropriate, and reliable at the time but we don't give any warranty of accuracy, appropriateness, or reliability.

Any information and advice we give is general in nature and is not intended to constitute or substitute for professional advice. Unless required by law, we won't accept any liability or responsibility (including liability for negligence) for any loss suffered because of your or any other person's reliance on any such information or advice.



## 9 Disclaimer and indemnity

### *Customers within Australia:*

- (a) You're entitled to guarantees under the Australian Consumer Law. We can't and won't change those. We specifically exclude all other guarantees that might apply to our services.
- (b) To the maximum extent applicable by law, we specifically exclude all other liability to you, including for negligence, and to the maximum extent possible, we exclude liability for consequential loss or damage (flow on effects of negligence), including loss of business profits.

### *Customers outside of Australia*

- (a) We warrant that we have rendered our services with due care and skill.
- (b) We don't warrant our products or services will be error free or that it will meet all your needs or requirements. This limited warranty is the only warranty provided by us and is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- (c) Subject to legal limitations or restrictions applicable to this transaction, our liability for any breach of the limited warranty provided above is limited to the fees paid by you or the cost of re-supplying the product or service, whichever is less.
- (d) We specifically exclude all other liability to you however arising, including for negligence and consequential loss.
- (e) By accepting this agreement, you're waiving, releasing, and discharging all claims you have or may have against us on an ongoing basis relating to our services.

### *Website 'as is'*

We make the website available to you, however you use it at entirely your own risk, for which we will not be liable.

Everything on the website is provided "as is" and "as available" – we don't make any representations or warranties of any kind – and we exclude all liability for loss or damage you might suffer because of:

- (a) failures, errors, mistakes, inaccuracies, interruptions, defects, delays, viruses, lost, stolen, altered or misused data, unlawful third-party conduct arising out of the website;
- (b) whole or partial discontinuation of the website;

- (c) unsuitable or out of date information on the website (including third-party material and advertisements on the website);
- (d) you or any other person acting or not acting on any information.
- (e) personal injury or property damage of any nature resulting from your or any other person's access to or use of the website;
- (f) any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- (g) any interruption of transmission to or from the website;
- (h) any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- (i) any malware (bugs, viruses, trojan horses, ransomware or other harmful code or communications) which may be transmitted to or through the website, including links to other sites;
- (j) costs incurred by you in using the website; and
- (k) links which are provided for your convenience.

### *Indemnity*

It is your own responsibility to ensure that any services or information available through this website meet your specific requirements.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs, and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.



## 10 What happens if we disagree?

### *Dispute resolution*

If we disagree about something that relates to this agreement, we both agree not to go straight to court or a tribunal unless we need urgent relief, like an interlocutory order.

We agree to follow the steps set out in this clause first.

- (a) First, the party with the issue needs to tell the other person about the issue in writing so they understand what the problem is. This written notice needs to include the outcome that the person with the issue wants and the action they think the other person needs to take to settle the issue.

- (b) Once the other person receives the notice of the issue, both parties agree to do their best to try and resolve the issue together within 20 business days.

If a dispute is declared, any communications between us are confidential and should be treated as 'without prejudice' negotiations for the purpose of evidence law. This means that neither of us can use these communications if we go to court.

#### *Mediation*

- (a) If we can't resolve the issue on our own, we agree to select an independent mediator to help us work through the problem. We have up to 7 business days to select a mediator together.
- (b) If we can't agree on a mediator, then we both agree to ask the President of the Law Society in NSW to appoint a mediator for us.
- (c) If we must mediate, we agree to attend virtual mediation whenever possible, or else to go to mediation in NSW and split the fees of equally between us.

This clause will continue to apply even if this agreement is terminated.



## **11 General**

- (a) If anything in this agreement is unenforceable, illegal, or void, it is severed, and the rest of the agreement remains in force.
- (b) Any waiver by any party to a breach of this agreement will not be deemed to be a waiver of a subsequent breach of the same or of a different kind.
- (c) Our website isn't a part of another entity, such as Facebook, YouTube, TikTok, Instagram, Snapchat, Twitter, or Google and isn't endorsed by or affiliated with any of those websites or their owners.
- (d) Neither party will be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including, but not limited to, by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities, or major injury or illness of key personnel.
- (e) The law of NSW, Australia governs this agreement, and the parties submit to the non-exclusive jurisdiction of the courts of NSW.