



Terms and Conditions

The following terms and conditions apply to the sale of services purchased from Abode HT Staging.

We want you to understand the basis upon which you buy products from us.

Please read these terms and conditions carefully. If there is anything that you do not understand please contact us at **613-869-1590** or by email to the following email address: help@abodehtstaging.ca before signing a contract and we will do our best to clarify the position for you. You will be contacted as soon as possible.

Who we are

Abode HT Staging is a company incorporated in Canada. The company's registered office is 54 Splinter Cr, Ottawa, Ontario, K2B 1B2.

How to buy from us

If you want to buy services from us, you have a choice of ways of doing this. Please refer to the Book an appointment section. You can purchase an Abode HT Staging service via the following methods

1st: Free consultation

- Book a FREE consultation with us through the Book an appointment form.
- Calling us at 613-869-1590 to book your free consultation.
- E-mail us at val@abodehtstaging.ca to request your free consultation.



2nd: Sign a Contract

We will always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know who should do what and when, and what will happen if something goes wrong.

All the information must be written and signed. Verbal information given in person or over the phone is not part of the contract. Verbal agreements will not be considered binding.

- Providing a signed Contract.
- Signing and returning a Contract sent to you from a dedicated Abode HT Staging Sales representative.

If you sign a contract with Abode HT Staging, these terms and conditions will apply.

Checking and Correcting

It is up to you to check that your contract is correct. There are facilities to enable you to correct any inputting errors prior to the submission of your contract. If however you realize that you have made a mistake then call us at 613-869-1590 and we will see whether it is possible to amend the contract before it is accepted by us.

Orders cannot be withdrawn without our agreement

By submitting your order by any of the above methods you are irrevocably offering to buy the services on these terms and conditions.

- Cancellation of a core service in the first 24hr of the contract signature:
half of the deposit will be reimburse.
- Cancellation of a core service 24 to 48 hr after the contract signature:
The deposit won't be reimbursed.
- The core services listed above cannot be cancelled after the 48hr, if so,
full payment will be required.

Any revisions or amendment made to the services above must be in writing and will be made official through the completion of a change order form.

Office hours and response times

Abode HT Staging's office hours are Monday to Friday from 8am to 7pm and Saturday from 9am to 2pm. The office is close on Canada public holidays. Customer emails received by us will be responded to within one (1) working day of receipt unless due to circumstances beyond our control.

How to pay

Rates

- Home Transition, Welcome Home, Estate Sale and Estate Dissolution are sold at a predefined rate as they are our core services.
- Supportive staff is provided at the hourly rate of \$40.00 per person.
- Contractor supervision is charged at \$150.00 per contractor.
- Extra designer time is at the hourly rate of \$75.00.

HST

Our prices (including delivery charges where applicable) do not include HST which is chargeable at 13% in Ontario, Canada.

Charges and Payments

- A deposit of a third of the core services is required on contract signature. The second third will be due at mid-contract and the final third payment is due once the services listed above have been completed.
- Supportive staff fees will be charged at the end of each day.
- Contractor supervision will be charged before hiring the contractor.
- Material for packaging will be charged at the end of each day.



Payment Methods

- credit card (Visa, MasterCard)
- check (A \$35 fee will be charged for returned checks.)
- bank e-transfer

Returns

We regret that we are not obliged to accept cancellations of contracts.

Timeline

The official deadlines will be agreed between Abode HT Staging and the Client when the Specific Client Plan will be presented to the Client. The deadlines work two ways, both parties agreed to complete their tasks, review the work done and provide feedback or approval in a timely manner.

All dates in the Specific Client Plan are based on normal delivery times. Both parties understand that act of nature or other factors beyond our control may require a revision of the timeline.

Third party delays are not the responsibility of Abode HT Staging but the contractor or shipping company one.



Customer Satisfaction

Customer satisfaction is our number one priority. If you have a suggestion as to how we can improve our service to you or if you are dissatisfied with our service or any goods or services that you bought from Abode HT Staging then please contact us immediately at 613-869-1590 or by email to the following email address: help@abodehtstaging.ca. You will be contacted as soon as possible and definitely by the next working day. Our aim is to provide a resolution within five (5) working days.

Release and liability

Release

- The Client is aware and understands the inherent risks, dangers, and hazards of Activities (related to the services completion) and the Client's participation therein and the potential for personal injury, death, property damage, and/or loss which exists in connection therewith. The Client hereby freely accepts and assumes all such risks of personal injury or death or damages to or loss of property.
- The Client agrees to WAIVE ANY AND ALL CLAIMS against each and every one of: Abode HT Staging and Valérie Huard and to REMISE, RELEASE AND FOREVER DISCHARGE EACH AND EVERYONE OF THE RELEASEES from any and all demands, losses, claims, costs, damages, expenses and liabilities for any loss, damage, expense or injury, including death, the Client may suffer as a result of the Client's participation in the Activity.
- The Client agrees to HOLD HARMLESS AND INDEMNIFY Abode HT Staging and Valérie Huard from any and all actions, losses, claims, costs, damages, expenses, and liabilities which



may be suffered or incurred by Abode HT Staging (and Valérie Huard) arising out of or as a result of or relating in any manner whatsoever to any injury to persons (including injuries resulting in death) and/or loss of or damage to property, in connection with the participation of the Client in the Activity, WHETHER CAUSED BY THE NEGLIGENCE OF Abode HT Staging, Valérie Huard OR OTHERWISE.

Liability

- As human beings, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages. We can assure you that we will do our best to complete the project professionally.
- Decisions regarding color and style will ultimately be made by the client. Abode HT Staging will provide advice and guidance to the client but will not be held responsible for decisions made.
- Abode HT Staging will not be held responsible for any acts of nature or other factors beyond its control that may affect the quality of its services.

Limitation of Liability

THE ABOVE POLICY DOES NOT AFFECT ANY STATUTORY RIGHTS WHICH ARE AVAILABLE TO YOU TO THE EXTENT THAT SUCH RIGHTS ARE INCAPABLE OF BEING EXCLUDED BY LAW.

Nothing in this statement limits our liability to you in the event of death or personal injury resulting from our negligence or based on a proven claim against us of fraudulent misrepresentation.

Intellectual Property

Except where otherwise identified the programming of this site and images and text on it are the copyright and/or database right of Abode HT Staging.

Security

Cookies

A cookie is a small item of information which websites can use to both store and retrieve information via the client's browser. Your browser will only release this information to the site that issued it. This site makes use of cookies to store information that is used to pre-fill request forms and orders for ease of use. If you do not accept or you erase these cookies, you may be required to log in manually to gain access to certain features of the site.

Emails

- When you use this site we may have cause to communicate with you by email.
- Our emails (including any attachments to them) may contain information that is confidential or legally privileged and intended only to be seen by a particular person or persons.
- If you know that you are not the intended recipient of an email or it is reasonably obvious that you are not the intended recipient, please note that any onward disclosure, copying, distribution or any use made of it (and any attachments) is prohibited and may be unlawful.

- If you are not the intended recipient of an email or attachment please notify the sender immediately and then delete the original email received and any attachment without making any copies or using the same in any other way.

Email liability

Email transmission cannot be guaranteed to be secure or error free for many reasons, for example information can be intercepted, corrupted, lost, destroyed, delayed or be incomplete or contain viruses.

**YOU SHOULD ALWAYS CARRY OUT YOUR OWN VIRUS CHECK
BEFORE OPENING ANY ATTACHMENT.**

Abode HT Staging accepts no liability for any loss or damage which may be caused by viruses or other pernicious code or third party action.

Provision of information about services

All and any information about the services on this site are provided by Abode HT Staging in good faith. The information on this site is not warranted to be complete or up to date and may be altered without notice at the discretion of Abode HT Staging.

Jurisdiction

- Any legal fees associated with a dispute will be paid by the party determined to be in the wrong.
- In the event that the provisions of an Agreement are deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The parties will in good faith negotiate a substitute clause for any provision deemed invalid or unenforceable which shall be reduced to writing and signed by both parties as an amendment to this Agreement.
- Abode HT Staging contracts are legal document under exclusive jurisdiction of Canadian courts. Those contracts shall be construed in accordance with and governed by the laws of the Province of Ontario and Canada applicable therein.
- All parties irrevocably agree that all suits, actions or other proceedings with respect to, arising out of or in connection with this contract shall be subject to litigation in the courts of the Province of Ontario, in the City of Ottawa.