

# Terms & Conditions

## Top Spot Blinds Standard Terms and Conditions

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### 1 Application of Terms

Unless otherwise agreed to in writing, these terms apply to all orders of Goods placed with Top Spot Blinds Pty Ltd ACN 096 755 789 (**Top Spot Blinds, we, us, our or Company**). Top Spot Blinds reserves the right to alter these terms from time to time without notice to the Customer and the altered terms will apply to all orders.

### 2 Definitions

In these terms and conditions

- (a) "**Customer**" (or 'you', 'your') means any persons we supply the Goods and services to.
- (b) "**Goods**" means any products purchased and/or supplied from Top Spot Blinds.
- (c) "**Quote**" (or 'quotations') means the description and cost we provide you in writing for the Goods.
- (d) "**DIY**" means Customer orders where the Customer will provide the measurements and handle installation of the Goods.

### 3 Orders and Goods

- 3.1 All **quotations** are valid for 30 days.
- 3.2 **Acceptance** of orders. See item 4.3.
- 3.3 There may be some **colour variations** in the Goods, if blinds and shutters are made from timber, aluminium, or PVC. Likewise, separate orders, or blinds and shutters bought at different times, may have a variation in colour. Colours, patterns and weaves on our website are a guide only and small variations can occur.
- 3.4 From time to time our Goods may not be available in the colours you select. If this occurs and we are unable to fill an order, we will advise the Customer as soon as we are notified. The Customer may then:
  - (a) choose another colour;

(b) wait for the stock to come in; or

(c) choose another colour from a different fabric range and pay the difference in price if it is a higher fabric quality.

- 3.5 Customers who provide and order **DIY** are responsible to ensure that they measure their own windows or doors properly. If the Customer supplies the incorrect measurements for DIY orders, the Customer will still be required to pay for the Goods and Top Spot Blinds will not be liable for any loss the Customer might suffer.

## 4 Price and Payments

- 4.1 The **price** for the Goods will be as per our Quote as at the date of order. We may change the price for Goods at any time.
- 4.2 **Commercial and Trade prices.** Top Spot Blinds is able to negotiate special prices, terms and conditions depending on the scale of a commercial project and other factors.
- 4.3 **Acceptance of orders and deposits.** An initial payment of 50% of the invoiced price for the Goods is required at the time of the Customer's order, unless otherwise agreed. Once the initial payment is received this will begin processing of the Customer's order. We may in our discretion accept or reject any orders.
- 4.4 **Final balance** is payable on installation unless otherwise agreed by Top Spot Blinds.
- 4.5 All Goods will remain as property of Top Spot Blinds until paid for in full.
- 4.6 **Payments** can be made by direct transfer into our nominated bank account, cash, credit card (MasterCard or VISA) or by phone.
- 4.7 **Interest** at the rate of 1.5% per month applies to all **overdue balances** until payment is made in full.
- 4.8 **'Take down' service.** It is the Customer's responsibility to ensure that all existing window coverings are removed prior to installation, or a \$15 per window, per blind charge will apply.
- 4.9 **'Disposal' service.** It is the Customer's responsibility to dispose of any existing window coverings. Unless otherwise agreed upon at the time of Quotation. Additional charges may apply.
- 4.10 **Delays in payment** may delay installation and/or delivery of Goods.
- 4.11 **Repossession of Goods.** If payment has not been fully made by the Customer to Top Spot Blinds by or on installation day, the Customer hereby irrevocably grants Top Spot Blinds, an unrestricted right and licence, without notice to enter premises occupied by the Customer to inspect, identify and/or remove any of the Goods to which Top Spot Blinds is entitled without in any way being liable to the Customer or any person claiming through the Customer. Top Spot Blinds shall have the right to sell or otherwise dispose of any such Goods removed in its sole discretion and shall not be liable for any loss occasioned thereby.

## 5 Cancellations and changes

- 5.1 A Customer may **cancel** their order of Goods from Top Spot Blinds within 12 hours of making the initial deposit. A request to cancel must be made in writing to [info@topspotblinds.com.au](mailto:info@topspotblinds.com.au). Deposits will not be refunded if order is cancelled later than 12 hours from the time the Customer pays the initial deposit.
- 5.2 The Customer may **change** their order within 24 hours of making their payment however must request this in writing to [info@topspotblinds.com.au](mailto:info@topspotblinds.com.au)
- 5.3 If the Customer **cancels or alters** any order or part order for the Goods at any time after Top Spot Blinds has received the order then Top Spot Blinds reserves the right to charge to

the Customer the costs of any Goods or materials already acquired or manufactured for the order together with the cost of any labour and tooling expended.

- 5.4 If the Customer claims that Goods sold or supplied are **faulty or defective** the Customer must notify their reasons in writing to Top Spot Blinds within 14 days of the date of delivery.
- 5.5 If the Customer claims there is an issue or **dispute with an invoice**, they must notify their reasons in writing to Top Spot Blinds within 14 days of the invoice issue date.

## 6 Preparation for Installation

- 6.1 The Customer is responsible for ensuring that Top Spot Blind's team members have **safe and adequate access** to the site for installation.
- 6.2 It is the **Customer's responsibility**, to ensure all furniture and items are removed within a two-metre space of each window to ensure a safe working space. Should an item or piece of furniture not be removed and occurs damage during an installation Top Spot Blinds are not liable for any cost to replace or repair any items. Goods may not be installed if adequate access and space is not provided and the Customer will need to make another installation appointment.
- 6.3 **"Take down of existing window furnishings.** Unless a 'take down' service is selected at the time of Quotation, the Customer is responsible for the removal and disposal of any material to enable installation of the Goods. Top Spot Blinds may charge a fee to remove and dispose of Goods on behalf of the Customer: See item 4.8 and 4.9

## 7 Delivery of Goods

- 7.1 **Top Spot Blinds will endeavour** to adhere to our estimated time frames of delivery for each product however we will not be responsible for delay in delivery of any Goods, and where delay occurs, Top Spot Blinds may deliver the Goods at any reasonable subsequent time and the Customer must accept and pay for them.
- 7.2 We may charge reasonable storage and administration fees and/or require partial payment of the balance (if the full price has not yet been paid) if installation is delayed for any reason due to the Customer, including if the Customer not being available, or if the Customer has requested installation more than 5 weeks after the Goods are ready for delivery (or failed to book installation within 5 weeks of the Goods being ready for installation).
- 7.3 **Goods and their estimated deliver time**

The turnaround times are a **guide only**. Turnaround times may be impacted due to

- stock availability
- peak season (November to January),
- festive seasons such as Christmas, Easter, New Year and Chinese New Year
- occurrence beyond reasonable control, such as strike, pandemic, war, natural disaster etc.

**Customers are advised to order as early as possible to avoid delays particularly around peak and festive seasons.**

All efforts are made to keep the turnaround times to the minimum standard. Top Spot Blinds will endeavour to notify the Customer as soon as possible of any delay or stock unavailability and may offer an alternative product or solution.

Table: Estimated Delivery time

<b>Product</b>	<b>Delivery time</b>
Roller Blinds	3-4 weeks
Roller Shutters	3-4 weeks
Sheer Curtains	3-5 weeks
Plantation Shutters	8-12 weeks
All other Blinds	4-6 weeks
Outdoor Blinds	3-4 weeks
Security Doors and Flyscreens	3-4 weeks

## **8 Warranties, Claims and limitation of liability**

- 8.1 All internal and external products assembled and installed by Top Spot Blinds are backed by a **Manufacturer's warranty**.
- 8.2 **Any product supplied and not assembled and installed** by Top Spot Blinds will not be covered by warranty conditions and Top Spot Blinds assumes no liability.
- 8.3 All products shall remain the property of Top Spot Blinds and **warranty does not apply if payment has not been received in full** by Top Spot Blinds.
- 8.4 All claims for warranty repair or replacement will incur a **call out fee** of \$110 to attend the Customer's premises to inspect Goods. However, the call out fee will be refunded if Top Spot Blinds determines the Goods are defective and is not due to the fault of the Customer as set out in item 9.
- 8.5 The Customer will not be entitled to a repair, replacement or refund under **Australian Consumer Law – Consumer Guarantee** if:
- they got what they asked for but simply changed their mind, found the product cheaper somewhere else, or decided they didn't like the purchase or had no use for it.
  - the problem with the Goods was caused by the Customer's accidental damage or misuse
  - the Customer knew of or were made aware of the problem with the Goods before they bought it
  - asked for a service to be done in a certain way against the advice of Top Spot Blinds
  - the Goods where in any way been tampered with or altered by anyone other than an authorised representative of Top Spot Blinds.
- 8.6 **Warranty** is subject to the following **exclusions**
- fading of materials or wear and tear.
  - faults or damage caused to Goods as a result of wind, rain or other weather conditions arising from open windows and exposure to the elements.

## **9 Customer due diligence and care**

- 9.1 Top Spot Blinds takes **no responsibility** for faults or damage caused to products as a result of wind, rain or other weather conditions arising from open windows and exposure to the elements. Any claim made by the Customer that has arisen from such exposure shall result in the Customer being charged a call-out fee and required to pay the costs of labour and parts.
- 9.2 **DIY Customers.** Top Spot Blinds takes no responsibility for faults or damage caused to products caused by Customers who chose to install and transport Goods themselves or by other entities.

## **10 General**

10.1 **Force Majeure** We will not be liable for any breach of these terms or failure to supply where such breach or failure is the result of an act of God, natural disaster, terrorism, war or any other occurrence beyond our reasonable control.

## **11 Have any questions?**

If you have any further questions about any of our terms and conditions, please don't hesitate to call on 9357 6727 or email [info@topspotblinds.com.au](mailto:info@topspotblinds.com.au)

- 9am to 5pm Monday – Friday
- 9am to 1pm Saturday