

Avoca Beach Blinds Terms and Conditions

1. This quotation is valid for 14 days from the date of issue and is subject to variation without notice.
2. You are responsible for the removal of all existing window furnishings and fittings prior to installation. An additional fee will be charged where the installer is required to remove existing furnishings or fittings or any other impediment to installation. Any additional charges are payable prior to installation.
3. Due to natural variances all products are subject to colour variation both within and across dye lots. Accordingly, we are unable to guarantee an exact colour match, especially for timber products. You must accept reasonable variation in any finished product.
4. All products and supplied goods remain the property of the Avoca Beach Blinds at all times. Title in the goods does not pass to you until payment is received in full (including an additional charges and variations). You explicitly authorise Avoca Beach Blinds (including their employees, agents and nominees) to enter and remain upon your premises to enable the removal of any goods in the event that you fail to make full payment upon installation (or at any time). You indemnify Avoca Beach Blinds against any claim for damage arising from the removal of any goods as a result of your failure to make payment in full. In the event of removal of goods due to non-payment you agree that you shall pay for the costs of removal in addition to the contract price.
5. Any guarantees or warranties provided to you (whether in writing, implied or otherwise) are explicitly voided until full payment is made (including any variations and additional charges that may be applicable).
6. Avoca Beach Blinds will make every effort to ensure delivery and installation of the product/s with a reasonable time. However, delays may arise from time to time due to factors outside our control. You are obliged to accept delivery of the goods and pay the contract price in circumstances of delay for whatever reason.
7. No variation is permitted without the written consent of Avoca Beach Blinds. Avoca Beach Blinds reserves the right to vary the contract price in circumstances of variation and may charge you an administration fee in circumstances of variation and require the payment of an additional deposit or the balance of the contract price prior to implementing any variation.
8. Full payment must be made at the time of installation or at an earlier time in the absolute discretion of Avoca Beach Blinds.
9. Acceptance of this quote (whether verbally, in writing or otherwise) and/or payment of the deposit signifies that you have read and agree to be bound by the terms of this agreement. Once you have accepted the quote and/or paid the deposit we will undertake work and incur costs in compliance with this agreement. Accordingly, you are obliged to accept delivery of the goods and pay the balance of the contract price upon demand once you have accepted this quote and/or paid the deposit.
10. You must provide Avoca Beach Blinds with reasonable access to your premises to enable us to meet our obligations under this contract. Failure on your part does not relieve you of your obligation to pay the contract price.

11. All window coverings and furnishings are manufactured for "squared" windows only. Avoca Beach Blinds accepts no responsibility for windows and/or frames that are out of "square".
12. We reserve the right to vary or cancel your order in circumstances where the goods, fabric or other supplies are not available or where we are unable to supply or install the product due to no fault of ours. We further reserve the right to vary or cancel your order in circumstances where you act unreasonably. In the event of cancellation (for whatever reason), you are liable for all reasonable costs and expenses incurred by us prior to the cancellation of your order.
13. Technical specification and price are subject to change at any time without notice. Actual specification may vary depending on features, components and availability.
14. Avoca Beach Blinds (including its employees, agents and assigns) shall not accept any liability for any loss or damage to you or any other person however arising. You specifically agree to indemnify and keep indemnified Avoca Beach Blinds (including its employees, agents and assigns) from any and all claims, damages, losses and the like howsoever arising.
15. This agreement is subject to the laws and exclusive jurisdiction of NSW.