

Please read all these Terms and Conditions

As we accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are unhappy with. If you are not sure about anything, just phone us on 778-557-2225.

Application

1. These Terms and Conditions will apply to the purchase of the goods advertised on our website, catalogues, brochures or other form of advertisement by you (the **Customer** or **You**). We are Westwood Blinds & Shutters and whose correspondence address is 769 Danby Place, Victoria, V9B 0E3 with email address info@westwoodinternaldecor.com; telephone number 778-557-2225; (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Goods to you. By ordering the Goods you agree to be bound by these Terms and Conditions.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods.
5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;
6. **Goods** means any goods that we supply to you, of the number and description as set out in the Order;
7. **Order** means the Customer's order for the Goods from the Supplier.

Goods

8. The description of the Goods is as set out in our website, catalogues, brochures or other forms of advertisement.
9. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.

Basis of Sale

10. The description of the Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods.
11. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay, which must be due to running out of stock or resources, a price or description mistake, inability to obtain your payment or other genuine and fair reason.
12. A Contract will be formed for the Goods ordered, only upon the Supplier sending an email to the Customer saying that the order has been accepted or if earlier, the Supplier's delivery of the Goods to the Customer.
13. Any quotation is valid for a maximum of 30 days from its date, unless we expressly withdraw it at an earlier time.
14. The purchase price for any goods ordered by the buyer will be subject to Tax at the prevailing rate.
15. On signing the order the Customer is liable to the half the price for all Goods with the balance due on installation.
16. All orders paid for using a credit card will be subject to an additional 3% charge to the overall price of the transaction.
17. Payment can be made via cash, cheque, credit and debit card and e-transfer.

Stock Shortages

18. If the Goods ordered are unavailable, we will notify the Customer as soon as possible and suggest a suitable replacement if appropriate.
19. We reserve the right to substitute products of a similar description and standard if the requested Goods are not available but will use reasonable endeavours to match the order exactly. In the unlikely event of the Customer receiving a substituted product the Customer shall be entitled to return the Goods for a full refund within 10 working days from the date of installation should the substituted product not be acceptable and in such a case the Customer shall pay the delivery costs.

Delivery

20. Delivery times stated are approximate only and time is not of the essence for delivery. Whilst every effort is made to ensure due performance, we cannot accept responsibility for financial loss arising out of delay or failure to deliver by the specified date.
21. If a Customer fails to take delivery of the Goods or any part of them for any reason whatsoever, we will be entitled to charge for redelivery and the Customer will pay to us all costs and expenses associated with the non-delivery including storage in insurance charges.
22. Title of the Goods and responsibility for them shall transfer to the Customer on installation/delivery save that where goods are collected for us by the Customer or a third party nominated by the Customer the risk in the Goods passes to the Customer upon collection.
23. The address for delivery/installation shall be the Customer's address as stated on the order unless otherwise agreed between the parties in writing.

24. ALL APPLICABLE BLINDS AND CURTAINS MUST BE FITTED WITH A CHILD SAFETY DEVICE OTHERWISE THEY WON'T BE FITTED UNLESS SPECIFIED

Returns/Cancellation of your Order/Fitting Service

25. We cannot accept responsibility for any damage to the Goods or any other deviation from the contracted specification unless reported to us in writing within 7 calendar days following delivery/installation. The right to bring a claim against us shall lapse upon expiry of this period.
26. We shall not be liable to the Customer for short delivery of the goods however caused but will provide the Customer with the outstanding Goods as soon as is reasonably practical following notification sent by the Customer.
27. Any defective Goods must be returned by the Customer within 7 days of delivery/installation. We will pay the cost of transport of the Goods.
28. We cannot change or cancel the order accepted by us if the Goods ordered are manufactured, measured or custom made to the Customer's requirements or specifications, as these Goods will not be resalable by us.
29. We may cancel the contract if the price quoted becomes uneconomical, or if the Goods or the finish contracted becomes unavailable.
30. If the fitting day is cancelled with less than one working days' notice the buyer will be liable for a \$75 charge.

Liability

All goods are sold to the buyer on the following conditions.

- (a) All goods should be fully inspected prior to installation. The Customer must check that the shutters and blinds are in accordance with the purchase order both for colour and design prior to installation. We cannot accept responsibility in circumstances where the buyer relies upon a representative present at the time of delivery and/or installation and is not present personally. If the Customer is not on site when a property is surveyed or when Goods are installed the shutters and blinds will be fitted in accordance with our standard practices unless previously agreed to the contrary.
- (b) We cannot guarantee precise colour matching against samples. The products are made from a mixture of natural and manmade materials. Minor imperfections not readily apparent at a distance of four feet under ordinary light will not be accepted as defects. Colour matching of finishing products (e.g. paints and stains) cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product.
- (c) We cannot guarantee the goods against fading especially as a result of exposure to sunlight where some fading will occur. The Goods are not guaranteed against extreme damp or variable conditions.
- (d) We reserve the right to withdraw any products and colours at any time including after accepting an order without prior notice and cannot be held responsible for any consequences caused by the withdrawal of such products.
- (e) Save as is inconsistent with statute, under no circumstance, except in respect of death or personal injury caused by our negligence, do we accept liability for consequential loss or damage is hereby specifically excluded. Should a claim be made under the agreement our liability is limited to value of the order placed by us.
- (f) We give no warranty as to the fitness of the product supplied for any purpose other than that of an internal window dressing as surveyed by us. Other installation positions and uses are undertaken at the risk of the Customer.
- (g) Tolerance levels of overall panel specifications are plus or minus 2mm, and the product will not be considered defective if failing within the size range. Warp on any component part, vertical or horizontal, shall not exceed 1 mm per 300mm and shall not be considered defective if within this tolerance.
- (h) It is recommended that shutter panels be ordered within our normal specification range. For example, panels above 1800mm in height are ordered with a divider rail, shutter panel length shall not exceed 3000mm. We may exceed the limitation at the Customer's request, but in doing so we cannot accept responsibility for problems that result.
- (i) If the Customer chooses to install against our recommendation we accept no liability for the installation of the Goods and any guarantee or warranty is thereby invalidated.
- (j) Where the order is based on measurements supplied by the Customer we cannot accept the return of the Goods or any claim for compensation by reason only of the measurements given being incorrect.
- (k) Where tracking is used the Customer accepts that there is a gap of not more than 20mm at the bottom of the shutter and the floor or sill due to the Jam Bracket that is used. There is also a small light gap between the top of the panel and the fascia plate.
- (l) The Customer accepts that the window openings are not perfectly square and level, that shutters and blinds are made as 'square and true' and the shutters or blinds will be fitted to the best endeavour. Sills that are not level may have the appearance enhanced by the installation of shutters or blinds and that is not our responsibility to level the shutters or blinds to the opening's level where that level is not level as measured with a spirit level.
- (m) The Customer accepts that our products are custom made from wood or compounds or wood and other materials and may have slight imperfections. The Customer accepts that these products are fitted to the best of our abilities and that there may be slight imperfections around fixing points and areas of natural wood may have grain or indentations and that these may be filled. This is normal practice with wood products.

Use of Cards

31. The Customer warrants that all details provided on the order form for the purposes of purchasing the Goods are correct, that the credit and/or debit card they are using is their own and that there are sufficient funds and/or sufficient unused limit available to cover the cost of the Goods.

Representations

32. No statement, description, or recommendation contained in any catalogue, price list, advertisement, communication, website or by any Agent or Employee of Westwood Blinds & Shutters shall be interpreted so as to enlarge, vary or override in any way any of these Terms and Conditions.

Invalidity

33. If any part of these Terms and Conditions is unenforceable including any provision in which we exclude liability to the Customer the enforceability of any other of these Conditions of sale will not be affected.

Privacy

34. The Customer acknowledges and agrees to be bound by the Terms of our privacy policy.

Third Party Right

35. Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under to enforce any term of the agreement but this does not affect any right or remedy of a third party that exists or is available.