





A Curtains And Blinds  
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07 5576 2859  
admin@acurtainsandblinds.com.au  
www.acurtainsandblinds.com.au  
ABN 24 571 484 697



## PROPOSAL



-  Customer Name: Mr. John Smith
-  Customer Phone: 1234564
-  Customer Email: johnsmith@gmail.com
-  Customer Address: Test1 Test2 Canberra Test3 1234

Your quotation has been prepared by our consultant admin on 06-06-2023 and is valid for 30 days REF. ON1001

04-09-2023

Mr.John Smith

Test1 Test2  
Canberra Test3  
1234

Dear Mr.John Smith

Thank you for the opportunity to quote for window furnishings at your property.

A Curtains and Blinds is a premium window furnishings supplier with a focus on providing a bespoke, hands on service to our clients. We are family owned and operated – with a purposeful focus on only servicing the Gold Coast and Tweed region to enable a personalised service for our clients. Established for thirty years, our curtains are still hand sewn in our own workroom located in Burleigh Heads by our own team of skilled manufacturers. We remain driven in our desire to provide our clients with quality work and most importantly provide relevant advice and technical knowledge in a relaxed and informative manner.

Please find attached your quotation with costings as well as related information about our services, product specs and manufacturing lead times.

To view some of our previous work, we invite you to peruse our Instagram page which is updated frequently with images of client's homes and projects. The link is provided here <https://instagram.com/acurtainsandblinds?igshid=MzRIODBiNWFIZA==>. Likewise, our website is also a great source of information. The link is provided here <https://acurtainsandblinds.com.au/>.

Should you have any queries, please don't hesitate to contact your consultant.

Kind Regards,

The A Curtains and Blinds Team.

# Quotation Summary

Please note that your quotation is valid for 30 days

Quotation Reference

ON1001

Total Amount (Including GST)

\$ 7,526.16

50% Deposit Required to Proceed with your Job

\$ 3,763.08

\* BALANCE IS DUE ON COMPLETION OF YOUR INSTALLATION

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## Payment Methods



### DIRECT DEPOSIT

Account Name - Deodine Pty.Ltd trading as A Curtains and Blinds

BSB - 034245

Account No - 122941

Reference - Please use 'quotation reference' as the bank deposit reference



### CREDIT or DEBIT CARD OVER THE PHONE

Please phone credit card payments through to our office on 0755762859

Visa, Mastercard and Amex accepted.

All American Express transactions incur a 3% surcharge.

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## Wait Times For Manufacture & Delivery

Roller Blinds (Manually Operated and Motorised)	6 to 8 Weeks
Extruded Roman Blinds (Manually Operated and Motorised)	8 to 10 Weeks
Bagged Out Roman Blinds (Manually Operated and Motorised)	8 to 10 Weeks
25mm Aluminium Slimline Venetian Blinds	6 to 8 Weeks
50mm and 63mm Composite Venetian Blinds	6 to 8 Weeks
100mm and 127mm Vertical Blinds	6 to 8 Weeks
Panel Glides	6 to 8 Weeks
Curtains (Manually Operated)	6 to 8 Weeks
Curtains (Motorised)	8 to 10 Weeks
Pelmets	8 to 10 Weeks

\* LEAD TIME IS CALCULATED FROM THE DATE OF DEPOSIT AND IS SUBJECT TO CHANGE WITH FABRIC AVAILABILITY AND DURING PEAK TIMES. PLEASE NOTE THAT IF YOUR ORDER CONTAINS MULTIPLE PRODUCTS THE LONGEST LEAD TIME APPLIES.

\* A minimum of 1 week is required from the date of check measure to the date of installation (excludes specialty products)

ROOM	PRODUCT	FABRIC	PRICE (INC. GST)
Ensuite	Roller Blinds	Spectre Light Filtering	\$ 355.30
Quantity: 1	Room: Ensuite, Measurement Type Width: Bracket width, Measurement Type Drop: Finished Drop, Opening Size or Make Size: Opening, Roller Type: Link LHC, Product Type: Category 4, Fabric: Spectre Light Filtering, Fabric Roll Type: Reverse, Base Finish: Sewn Hem, Trim Style: Straight Stitching, Control Type: Manual, Control Side: Left, Bracket Colour: White, Tube Diameter: 45mm reinforced gear drive, Fitting Location: Reveal Fix, Special Instruction: BM Test1		
* SPECIAL INFORMATION: BM Test1			
Bed 2	Extruded Roman Blinds	Balmoral Blockout Steel	\$ 635.80
Quantity: 1	Room: Bed 2, Fabric: Balmoral Blockout, Color: Steel, Product Type: Category4, Base Finish: Sewn Hem, Control Type: Manual, Chain Colour: White Chain, Chain Length: 100cm, Control Side: Left, Bracket Colour: White, Track Colour: White, Installation: Installation_single roman blind, Special Instruction: BM Test2		
* SPECIAL INFORMATION: BM Test2			
Laundry	Vertical Blinds	Vibe Blockout Surf	\$ 491.70
Quantity: 1	Room: Laundry, Blade Width: 127mm, Fabric: Vibe Blockout, Color: Surf, Control: Wand, Base Finish: Chainless, Control Side: Left, Stacking Direction: Right, Track Bracket Colour: White, Extras: Installation per blind, Special Instruction: BM Test3		
* SPECIAL INFORMATION: BM Test3			
Master Bed	Cassette Roller Blinds	Balmoral Blockout Putty	\$ 1,348.60
Quantity: 1	Room: Master Bed, Product Type: Cat 4, Fabric: Balmoral Blockout, Color: Putty, Fabric Roll Type: Standard, Base Finish: Exposed Base Rail White, Headbox Profile: Square 90mm, Headbox and side Channel Colours: White, Control Type: Manual, Control Selection: White Chain, White Chain Length: 120cm, Installation: Single Roller, Control Side: Left, Bracket Colour: White, Tube Diameter: 45mm reinforced gear drive, Installation: Installation_Manually Operated Cassette Roller, Special Instruction: BM Test		
* SPECIAL INFORMATION: BM Test			
Living	Panel Glide	Shearweave 4300 Slate Stone	\$ 925.10
Quantity: 1	Room: Living, Product Type: Category 3-4 panel Track-4 panels only, Fabric: Shearweave 4300, Color: Slate Stone, Stacking Direction: Left, Track Type: 4 Panel Track, Number of Panels: 4, Panel Width: 670, Base Finish: Sewn Hem with Aluminium Weight, Control Side: Left, Track Colour: Clear Anodised, Fitting Location: Face Fix, Installation: Panel Glide Installation, Special Instruction: BM Test4		
* SPECIAL INFORMATION: BM Test4			
Sleepout	Aluminium Slimline Venetian		\$ 473.00
Quantity: 1	Room: Sleepout, Size: Opening Size, Width: 2000, Venetian Type: Aluminium Slimline, Slat Blade Colour: 177 Cotton, Hold Downs: Yes, Control Side: Left, Fitting Location: Face Fix, Installation: Venetian Blind Installation, Special Instruction: BM Test7		
* SPECIAL INFORMATION: BM Test7			
Bath	Urban Wood Venetian	Warm White 26.901.962	\$ 504.90
Quantity: 1	Room: Bath, Size: Opening Size, Width: 600, Venetian Type: Timber PVC Venetian, Slat Blade Color: Warm White 26.901.962, Hold Downs: Yes, Hold Down Colour: Silver, Control Side: Left, Fitting Location: Reveal Fix, Installation: Venetian Blind Installation, Special Instruction: BM Test5		
* SPECIAL INFORMATION: BM Test5			

ROOM	PRODUCT	FABRIC	PRICE (INC. GST)
Lounge	Pelmets		\$ 1,191.30
Quantity: 1	Room: Lounge, Size: Internal Measurements, Depth: 200, Pelmet Type: Plain Unpainted_MDF, Fitting Location: Face Fix, Installation: Extra Large or Hinged Pelmet Installation, Special Instruction: BM Test6		
* SPECIAL INFORMATION: BM Test6			
Hall	Curtains	Boyd 320 Wide 77% POLYESTER	\$ 71.87
Quantity: 1	anufacturer: Acurtains And Blinds, Manufacture Type: Curtain manufactured in drops, Number of drops: 4, Room: Hall, Is the measurement wall to wall: No, Measurement type: Ceiling to floor, Returns or Stack side: Stack side, Stack side Options: Free Running, Number of Curtains: 2, Curtain split RHS: RHS, Curtain style: Wavefold 100 2.1 fullness, Override Fullness: 1.8, Hem: Custom Zinc Weighted, Finish: Standard length, Fabric: Boyd 320 Wide 77% POLYESTER 23% LINEN, Color: -, Is a lining required: Separate		
* SPECIAL INFORMATION:			
dfdsfds	Curtains		\$ 60.50
Quantity: 1	anufacturer: Acurtains And Blinds, Manufacture Type: Curtain manufactured in drops, Number of drops: 1, Room: dfdsfds, Is the measurement wall to wall: Yes, Measurement type: Top of track to floor, Returns or Stack side: Returns, Returns Options: Both, Returns Size: 150mm, Stack side: Left Stacking, Curtain split RHS: xsafdf, Curtain style: Wavefold 100 2.1 fullness, Override Fullness: 2.1, Hem: Zinc Weighted, Finish: Standard length, Is a lining required: Separate		
* SPECIAL INFORMATION:			
	Curtains	Athina 280cm Wide 100%	\$ 388.09
Quantity: 1	anufacturer: Acurtains And Blinds, Manufacture Type: Curtain manufactured as continuous, Curtain style: Wavefold 100 2.1 fullness, Fabric: Athina 280cm Wide 100% Polyester, Color: ABC		
* SPECIAL INFORMATION:			

ADDITIONAL COSTS	PRICE (INC. GST)
Specialist Installation Fee,Scaffolding,Multiple Callout Fee,Difficult Access Surcharge,Travel Surcharge	\$ 1,080.00

# AUSTRALIAN WINDOW FURNISHING INDUSTRY

## FACT SHEET / PRODUCT GUIDE

	Room Darkening*	Full Privacy	Gaps or Light Glow Down Side Top or Bottom of Product	Rental Property Suitable	Price Guide	Heat Control **
Block Out Roller Blinds	Excellent at reducing light significantly without blackening room completely. (Curtains most effective at room darkening)	Yes	Yes Small Amount of Gaps and Light	Recommended	Moderate Cost	Good to Excellent
Sunscreen Roller Blinds	No. Shade the room, reduce the glare and dull the bright light. Protect furniture	Limited daytime privacy. Can see through at night with a light on inside.	Yes Small Amount of Gaps and Light	Recommended	Moderate Cost	Moderate
Translucent Roller Blinds	No. Shade the room, reduce the glare and dull the bright light. Protect furniture	Moderate privacy. May have some silhouetting at night.	Yes Small Amount of Gaps and Light	Recommended	Moderate Cost	Moderate
Translucent Roller Blinds	No. Shade the room, reduce the glare and dull the bright light. Protect furniture	Moderate privacy. May have some silhouetting at night.	Yes Small Amount of Gaps and Light	Recommended	Moderate Cost	Moderate
Block Out Roman Blinds	Excellent at reducing light significantly without blackening room completely. (Curtains most effective at room darkening)	Yes	Yes - Very Small Amount of Gaps and Light	Not Recommended	Moderate to Higher Cost	Good to Excellent
Venetian Blinds	Good at reducing light significantly without blackening room completely. (Curtains most effective at room darkening)	Yes	Yes - Very Small Amount of Gaps and Light	Recommended	Moderate to Higher Cost	Minimal
Sheer Curtains	No. Shade the room, reduce the glare and dull the bright light. Protect furniture.	No	Not Applicable	Very Highly Recommended Most robust of all the window furnishings if combined with a hand drawn track	Moderate Cost - pending fabric choice	Minimal
Block Out Curtains	Highest level of light control is available. Enhanced further if curtains are set past, below, and above the window frame returns put on & combined with a pelmet.	Yes	Very small amount of light glow at times. Light is reduced if curtains extended past the window frame, down to floor, returns put on and combined with a pelmet	Very Highly Recommended Most robust of all the window furnishings if combined with a hand drawn track.  Best product to conform to star ratings regarding light control	Moderate Cost - pending fabric choice	Good to Excellent Enhanced by the fact they can be closed with the window open – blocking heat whilst allowing breeze Further enhanced by extending past window frame and a pelmet
Vertical Blinds	Good at reducing light significantly without blackening room completely. (Curtains most effective at room darkening)	Yes	Very Small Amount	Recommended (chainless and cordless)	Very Low Cost	Moderate
Panel Glides	Good at reducing light significantly without blackening room completely. (Curtains most effective at room darkening)	Yes	Very Small Amount	Recommended	Higher Cost	Moderate

(Notes \* and \*\*) Exact amount of Light & Heat Control Varies Pending Window Positioning & Room Design.

We endeavour to explain the positives and negatives of each product openly and honestly to help you determine to most suitable product for your needs. Nevertheless we encourage you to visit our showroom, factory and display homes to inspect the appearance and function of all products prior to purchase to ensure your complete satisfaction. Open 9 to 3 Monday to Friday.

# ACURTAINS AND BLINDS – Terms of Trade

## Definitions

- 1.1 "Seller" shall mean Deodine Pty Ltd T/A A Curtains and Blinds its successors and assigns or any person acting on behalf of and with the authority of Deodine Pty Ltd T/A A Curtains and Blinds.
- 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by the Seller to the Client (and where the context so permits shall include any supply of Services as hereina er defined) and are as described on the invoices, quotation, work authorization or any other forms as provided by the Seller to the Client
- 1.5 "Services" shall mean all services supplied by the Seller to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Client subject to clause 3 of this contract.

## 2. Acceptance

- 2.1 Any instructions received by the Seller from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be amended with the written consent of the Seller.
- 2.4 The Client undertakes to give the Seller at least fourteen (14) days' notice of any change in the Client's name, address and/or any other change in the Client's details.

## 3. Price And Payment

- 3.1 At the Seller's sole discretion the Price shall be either:
  - (a) as indicated on invoices provided by the Seller to the Client in respect of Goods supplied; or
  - (b) the Seller's quoted Price (subject to clause 3.2) which shall be binding upon the Seller provided that the Client shall accept the Seller's quotation in writing within thirty (30) days.
- 3.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation.
- 3.3 At the Seller's sole discretion a deposit may be required.
- 3.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- 3.5 At the Seller's sole discretion;
  - (a) payment shall be due on delivery of the Goods, or
  - (b) payment shall be due before delivery of the Goods, or
  - (c) payment for approved Client shall be due seven (7) days following the end of the month in which a statement is posted to the Client's address or address for notices.
- 3.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to five percent (5%) of the Price), by direct credit, or by any other method as agreed to between the Client and the Seller.
- 3.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

## 4. Delivery Of Goods

- 4.1 The Client shall take delivery of the Goods (at the Client's cost) at the Seller's address. The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery; or
- 4.2 The Goods shall be delivered at the Client's cost to either the Client's nominated address or the Client's nominated carrier. The Client's nominated carrier shall be deemed to be the Client's agent. The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 4.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 4.4 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.5 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
  - (a) such discrepancy in quantity shall not exceed 5%, and
  - (b) the Price shall be adjusted pro rata to the discrepancy.
- 4.6 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 4.7 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

## 5. Risk

- 5.1 If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.
- 5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and condition by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further Enquirers.

## 6. Title

- 6.1 It is the intention of the Seller and agreed by the Client that ownership of the Goods shall not pass until:
  - (a) the Client has paid all amounts owing for the particular Goods, and
  - (b) the Client has met all other obligations due by the Client to the Seller in respect of all contracts between the Seller and the Client.
- 6.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.
- 6.3 It is further agreed that:
  - (a) where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Client are met; and
  - (b) until such time as ownership of the Goods shall pass from the Seller to the Client the Seller may give notice in writing to the Client to return the Goods or any of them to the Seller. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
  - (c) the Seller shall have the right of stopping the Goods in transit whether or not delivery has been made; and
  - (d) if the Client fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Goods are situated and take possession of the Goods; and
  - (e) the Client is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller; and
  - (f) the Client shall not deal with the money of the Seller in any way which may be adverse to the Seller; and
  - (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller; and
  - (h) the Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
  - (i) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products.

## 7. Client's Disclaimer

7.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by the Seller and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgement.

## 8. Defects

8.1 The Client shall inspect the Goods on delivery and shall within seven (7) days notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Client is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods.

## 9. Returns

9.1 Returns will only be accepted provided that:

- (a) the Client has complied with the provisions of clause 8.1; and
- (b) the Seller has agreed in writing to accept the return of the Goods; and
- (c) the Goods are returned at the Client's cost within seven (7) days of the delivery date; and
- (d) the Seller will not be liable for Goods which have not been stored or used in a proper manner; and
- (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

9.2 The Seller may (in its discretion) accept the return of Goods for credit but this may incur a re-stocking fee of 15% of the value of the returned Goods plus any freight.

## 10. Warranty

10.1 No warranty is given by the Seller in respect of Goods to be used in commercial or rental applications.

10.2 Subject to the conditions of warranty set out in Clause 10.3 the Seller warrants that if any defect in any workmanship of the Seller in Goods that are not used for commercial or rental purposes becomes apparent and is reported to the Seller within three (3) months of the date of delivery (time being of the essence) then the Seller will either (at the Seller's sole discretion) repair the defect or remedy the workmanship.

10.3 The conditions applicable to the warranty given by Clause 10.1 are:

(a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

- (i) Failure on the part of the Client to properly maintain any Goods; or
- (ii) Failure on the part of the Client to follow any instructions or guidelines provided by the Seller; or
- (iii) Any use of any Goods otherwise than for any application specified on a quote or order form; or
- (iv) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
- (v) Fair wear and tear, any accident or act of God.

(b) The warranty shall cease and the Seller shall therea er in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent.

(c) In respect of all claims the Seller shall not be liable to compensate the Client for any delay in either replacing or repairing the workmanship/Goods or in properly assessing the Client's claim.

10.4 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor responsible for any term, condition, representation or warranty given by the manufacturer of the Goods.

## 11. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

11.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

## 12. Intellectual Property

12.1 Where the Seller has designed or drawn Goods for the Client, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Client at the Seller's discretion.

12.2 The Client warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Client's order.

## 13. Default & Consequences Of Default

13.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate a er as well as before any judgement.

13.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.

13.3 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller exercised its rights under this clause.

13.4 If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.

13.5 In Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## 14. Security And Charge

14.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

(a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interests in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

(b) should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.

(c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Client's and/or Guarantor's true and lawful aorney to perform all necessary acts to give effect to the provisions of this clause 14.1.

## 15. Cancellation

15.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall repay to the Client any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

15.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

#### 16. Privacy Act 1988

16.1 The Client and/or the Guarantor/s agree for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Seller.

16.2 The Client and/or the Guarantor/s agree that the Seller may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client and/or Guarantor/s.

16.3 The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

16.4 The Client agrees that personal credit information provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Client and Seller or required by law from time to time:

- (a) provision of Goods; and/or
- (b) marketing of Goods by the Seller, its agents or distributors in relation to the Goods; and/or
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or
- (e) enabling the daily operation of the Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

16.5 The Seller may give information about the Client to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Client; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

#### 17. General

17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

17.3 The Seller shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Seller of these terms and conditions.

17.4 In the event of any breach of this contract by the Seller the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

17.5 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Seller.

17.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Client's consent.

17.7 The Seller reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Client of such change.

17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other events beyond the reasonable control of either party.