

# Creative Mood

*Creating the Mood for Your Home*

**Shop:** 08 8382 8116 **Fax:** 08 8326 8590 **Debbie:** 0421 795 994

**E-Mail:** creativemood@adam.com.au **Web:** www.creativemoodsa.com.au **ABN:** 26 796 882 996

**Curtains - Blinds - Swags & Tails - Pelmets - Tracks - Decorator Rods - Upholstery - Plantation Shutters**

## QUOTATION

Terms: **This quote is subject to a check measure, and is valid for 30 days.**

All Curtains and Blinds are manufactured in South Australia, manufacture time is 4-6 weeks.

Manufacture time for Plantation Shutters is 6-8 weeks.

Prior to proceeding with your order we require a deposit of 50% with the balance due on completion. Should you have any questions please do not hesitate to contact us.

All Prices Include GST

Payment Methods: Cash, Cheque, Credit Card - Mastercard & Visa only  
or Bank Transfer (ACCOUNT NAME: Deborah Smith Trust BSB: 325-185 ACCOUNT: 03691959)



Members of the Window Coverings Association of Australia

## Creative Mood

I HEREBY ACCEPT THE ABOVE QUOTATION FOR GOODS SUPPLIED BY CREATIVE MOOD AND AGREE TO THE TERMS AND CONDITIONS

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_

VALUE OF QUOTE: \_\_\_\_\_ DEPOSIT: \_\_\_\_\_ DATE: \_\_\_\_\_

**CREATIVE MOOD**  
TERMS AND CONDITIONS /CONDITIONS OF SALE

**Interpretation:** the word "Seller" in these Conditions shall be deemed to refer to "Creative Mood", and the term "Customer" shall be deemed to refer to the person offering to contract on the terms of this order.

**Availability:** any statement by the Seller is contingent on its ability to secure the goods and/or the material for the manufacture and supply of the goods the subject of such agreement or statement.

**Alterations to order:** this order cannot be altered, varied or modified without the written consent of the Seller and then upon such further terms and conditions as shall be specified by the seller.

**Acceptance of quotation:** a 50% deposit of the quotation value is required at the time of acceptance of the order. An authorised purchase order detailing the purchasers A.B.N. can be submitted by approved commercial customers.

**Payment:** Full payment is due on completion of installation. If a claim is to be made to the Seller it must be in writing and must be accompanied by an amount equal to a further 40% of the contract sum. The 20% balance remaining may be retained by the Customer until such claim is rectified or settled.

Should delivery or installation be delayed by the customer for a period determined unreasonable by the seller, a further payment equivalent to 40% of the total contract price is required upon request, the 20% balance is then due upon installation.

**Warranty:** This does not cover misuse or movement of goods or damage caused by climatic conditions including air conditioning or heating. No liability will be accepted by the Seller for damage from misuse of the goods by the Customer.

Warranty on goods supplied by the Seller is offered for the following from the date of installation:

one year for all goods supplied or installed except for internal shutters where a two year warranty will apply.

**Date of delivery:** the estimated date of completion quoted overleaf is an estimate only of when the goods may be available for delivery, and the Seller shall not be liable in any way for failure to deliver within the stated time and the purchaser shall accept and pay for the goods as and when tendered notwithstanding any such failure to deliver within the stated time.

**Materials:** The Seller accepts no responsibility for variance in colour of material from roll to roll, or variation from samples. The supplier reserves the right to touch up all products.

**Agreement:** This order and its acceptance shall be deemed to constitute the entire agreement between the parties.

As materials and measurements may require confirmation, this Agreement is subject to a condition subsequent of final approval by the Seller. Pending that approval, this Agreement is binding on both parties.

**Cancellation:** This order cannot be cancelled unless all costs incurred by the Seller are met by the customer at retail value.

**Title:** Property and ownership in the Products will not pass to the customer but will remain in Creative Mood until payment in full of the purchase price of the products is made

- a) The Customer will hold the Products as fiduciary bailee and agent for Creative Mood.
- b) If the products are on-sold by the customer before the full payment to Creative Mood is made, the customer shall hold the proceeds of sale in trust for Creative Mood pending such full payment.
- c) The Customer must store the Products separately and in a manner which clearly identifies Creative Mood as the owner.
- d) Creative Mood must be allowed reasonable access to the Customer's premises between the hours of 9am to 5pm to inspect the products, and if any monies are still unpaid to retake possession of them in accordance with these term and conditions. Creative Mood must give the customer 48 hours notice of these actions. The Customer will be liable for all costs associated with the exercise of Creative Mood rights under this clause.

**Debt collection costs:** Any expenses, costs or disbursements incurred by the Seller in recovering outstanding monies owed by the Customer to the Seller under this Agreement, including debt collection agency fees and solicitor's costs, shall be paid by the Customer to the Seller when demanded by the Seller on an indemnity basis.

Interest is payable by the customer to the Seller on any outstanding monies owed by the Customer to the Seller under this Agreement in accordance with the applicable rate of interest of the Supreme Court of the state in which the order is placed at the time of the making of the order.

**Privacy Act:** I/We agree that Creative Mood may use a credit report about me for collecting overdue payments (Section 18K (1) (h), Privacy Act 1988).

If Creative Mood considers it relevant to collecting overdue payments in respect of commercial credit provided to me, I/we agree to Creative Mood receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.

Creative Mood is bound by the National Privacy Principles set out in the Privacy Act. Certain information about customers is retained for warranty and other purposes related to our commercial operations, but are not divulged to third parties

