

# bellacurtains & soft furnishings

## *Website Terms & Conditions*

### Introduction

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Hi there! This website, [bellacurtains.com.au](http://bellacurtains.com.au), is owned and operated by Bella Curtains & Soft Furnishings Pty Ltd (ABN: 85 158 371 790). If you have any questions or need further information, please contact: [info@bellacurtains.com.au](mailto:info@bellacurtains.com.au) or phone (02) 9654 0868.

This document sets out the Terms and Conditions you need to be aware of when using this website or purchasing from us. Please take a moment to read them, as they set out your important rights and obligations and we care about making sure you understand your rights and obligations.

When you visit this website, use our services or purchase our products you agree that you are over the age of 18 and willing to be bound by these Terms and Conditions. If you don't accept this agreement, you should not continue to visit this website or purchase from us.

These terms may be changed or modified from time to time. Please check back regularly to ensure you are aware of any changes.

There may be additional specific terms of service provided to you in relation to our services & products. If there is any inconsistency between this document and those specific terms of service, this document is overruled to the extent of the inconsistency.

All products and services advertised on this website are offered in compliance with Australian Consumer Law.

### Online Content Disclaimer

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On our social media accounts – Facebook and Instagram – you may find examples of our work and projects we have completed for clients. This information is provided solely for your education and inspiration.

### Content Policy

We take lots of care to provide valuable information, but we are not responsible for the use you make of that information. Please be aware that the generalised information and

examples we provide is not a substitute for specialist decorating advice tailored to your individual circumstances.

There is no professional relationship formed by your visit to our website or social media accounts unless you explicitly choose to work with us by purchasing our services or products.

Any testimonials or promised results we may display are based on our experience and those of our previous clients. They are not guarantees that anyone else will achieve the same results.

While we take all reasonable care to ensure that the information which we provide is accurate, relevant and up-to-date, we make no guarantees in this regard and disclaim any legal liability for any inaccuracy, incompleteness or error. If you find something that seems problematic, please feel free to let us know!

We may modify our content at any time, including altering and deleting it without notice.

### **Downloads**

From time to time we may offer information for you to download. While we make every effort to ensure that this content is safe, we are not responsible for viruses, technologically harmful material or any other damage that may occur as a result of downloading material from our site. Please take appropriate care for your own safety by maintaining adequate internet security.

### **External Links**

Where we provide links to external websites, we have no control over the content of these sites. We are not responsible for any transaction that you choose to enter into with any third-party service provider.

## **Disclaimer for Services and Products**

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We offer custom designed curtains and soft furnishings in domestic and commercial settings. As professional curtain designers and stylists, we come to you with our decorating expertise, flair and enthusiasm plus our huge sample range to work with your ideas and requirements.

We look forward to working with you if you are enthusiastic about making your space beautiful and functional with a bespoke design for your curtains, window treatments and soft furnishings. We will provide the opportunity for you to view a vast range of fabric

options, and access to lots of imagery showing you what is possible and how treatments can be achieved to support your decision so you can really visualise the end result in your space.

You will get the most out of working with us if you take some time to think about your budget and practical requirements. Browsing inspiration to create mood boards and inspiration files can also be very helpful in communicating your vision to us.

### **Our Experience and Responsibility**

With over 25 years expertise we advise on how to achieve privacy and insulation, plus the best application of fabrics to suit your needs along with all the various fabrics and hardware to bring your project together. Our bespoke solutions take your spaces and usage needs into account.

With a diverse and vast range of over 15,000 fabrics and styles, we are certain to find a solution that suits your needs and budget. We manufacture all our curtains here in Sydney and provide a full installation service.

We pride ourselves on showing you a range of suitable options and guiding you to make the choice that best suits your requirements, not just aesthetically, but on a practical level. Our extensive experience in creating unique designs for residential and commercial applications enables us to deliver beautiful, yet practical solutions.

### **Your Responsibility**

Ultimately, the suggestions we put forward are only options for your consideration. It is your responsibility to communicate openly with us about your needs and concerns, to help us guide you towards the right solution for your home. While we will support you to the best of our ability and advise you honestly on the benefits and foreseeable problems with the various choices you are considering, the final assessment of suitability is up to you.

It is your responsibility to ensure we have a safe space to work. This includes preparing the space in advance to provide clear and easy access to the area where we will be working so that we can measure efficiently.

### **Important Information**

It is important to note that certain colours and fabrics require more upkeep and may not be best suited to the way in which you use your space. For example, white curtains may not be the best match with toddlers or pets, and dark fabrics may fade if exposed to

intense sunlight over time. You will need to carefully consider which of our suggestions is the most practical and sensible for your situation, not just which look you like the most.

Our fitters make every effort to ensure that installation is carried out with a minimum of disruption and to a high standard. However, we can only fit with the structure that is provided. We reserve the right to make decisions during installation to adapt to site constraints and give you the best possible result. If you have any questions about why something has been done in a particular way, please ask us and we will be happy to provide an explanation.

We provide a 2 year warranty on manufacturing issues with fabrics, stitching, and tracking mechanisms. Please contact us for more details or to request a repair. Specific situations are excluded from this warranty in our client service agreement.

As attachment issues are generally due to operational factors, such as rough use or incorrect mechanism use, you must notify us within 2 months if you notice any problem with installation. After this time, additional charges may apply if you require our fitters to attend your premises to rectify a problem.

### **Limitation of Liability**

We do not make any guarantees or warranties about the accuracy of any material displayed on this website, with the exception of any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law. We are human and errors creep in despite the best of intentions. If you see something that doesn't seem right, please let us know.

While we make all reasonable efforts to ensure that our services and products meet with the highest standards of best practice, if something does go wrong that is not a direct result of our negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, we will not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of our website, any products or services purchased through it, or any material posted on it, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

## Intellectual Property

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### Copyright

The content of this website and our social media accounts is protected by copyright laws and treaties around the world with all rights reserved. You may not copy or reproduce any part of our content without our prior written consent.

Commercial exploitation of our content in any way that competes with our business is strictly prohibited. You must not use our images or copies of our images in connection with any business or commercial enterprise.

You may link to our home page or social media accounts, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We may request your permission to take photographs of our installations in your space. If permission is granted, you assign to us the irrevocable and unrestricted right to use and publish those photos for editorial, trade, advertising, educational and any other purpose and in any manner and medium, to alter the photos without restriction, and to copyright the photos without restriction. You release all claim to profits that may arise from use of these photos. We will not identify you or your property in relation to the photos, beyond stating the suburb where your property is located.

We retain full ownership of all copyright and intellectual property rights in any designs we produce in relation to your premises until such time as payment for the completed project is received.

### Trade Marks

We own the registered and unregistered trade marks, logos, and service marks displayed on this website, including Bella Curtains™ and Bella Curtains & Soft Furnishings™. These trade marks, whether registered or unregistered, may not be used in connection with any other product or service without a licence, or in any way that is likely to cause confusion in the marketplace, or in any manner that disparages us or our business.

Unless explicitly stated to the contrary, all third party trade marks featured on this website are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation. Any trade marks or names mentioned on this website remain the property of the respective trade mark owners. Where a trade mark or brand name is referred to, it is used solely to describe or identify the products and

is in no way an assertion that such products or services are endorsed by or connected to us.

## Payment Terms

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We request payment by direct deposit. Our bank account details are provided in your client service agreement and will not be changed. If you receive any correspondence suggesting that we have changed our bank account details and asking you to pay into a different account, please let us know IMMEDIATELY, as this is a common cybercrime tactic.

If you are making a payment to us for the first time, it is good risk management to confirm the account details BEFORE PAYING by calling us directly on (02) 9654 0868.

Unless we make alternative arrangements with you in advance, we require a 50% deposit once you place your order and the balance to be paid on installation day.

## Our Process

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We generally follow the following process from booking to installation:

- a. You call us to discuss your requirements and project details, letting us know what you are hoping to achieve.
- b. We book a time for an initial Discovery & Design Appointment onsite, where we measure the relevant areas, show samples, and discuss your options.
- c. We calculate our quote and submit it to you via email.
- d. We work with you to refine and tweak the quote until it meets your requirements.
- e. When you are ready to proceed, we will complete a check measure if applicable to your project, when we also consolidate your selections and confirm final positioning with you.
- f. We ask you to sign our Client Service Agreement & pay the 50% deposit.
- g. We will start the manufacturing process, by ordering your fabrics & raw materials, beginning the manufacturing process – please note that there is generally a 4-8 week turnaround on manufacturing.
- h. We will keep in touch with you and then book an installation time.

- i. Our fitters will install your pieces and then the final balance is payable on installation day.

## Appointment Policies

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We charge a fee for our initial onsite Discovery & Design Appointment. With our extensive expertise over decades in the soft furnishings industry, we offer much more than just a quote during this consultation. The appointment fee is redeemable to any part of any quote you accept from us, so long as your client service agreement is signed within 6 months of the date of the appointment.

Appointment fees are calculated based on various elements, including the distance of travel and type of service to be provided. Please see our Booking Page for more information and maps of the areas we service.

All bookings are non-transferable, and payment must be received at least 72 hours prior to the appointment time. If you cancel a Discovery & Design Appointment with less than 24 hours' notice, you will forfeit your appointment fee.

We are happy to measure and discuss the design for up to 3 different zones in the same premises at your appointment. Additional zones in the same premises should be notified at the time of booking so we can make allowance for a longer appointment. The appointment fee will increase by \$40 per additional zone. Additional premises will require a separate booking.

The appointment fee is redeemable to any part of any quote you accept from us, so long as your client service agreement is signed within 6 months of the date of the appointment.

It is essential that we have clear, uncluttered access to the zones that you wish to discuss. Pets and children must be kept away from the space where we are working, and we appreciate it if you can eliminate any distractions while we are there so we can both make the most efficient use of the time.

In order to protect the health of our staff you must inform us about any individual at the location of the appointment that has;

- had a COVID-19 test and is still awaiting results
- been diagnosed with COVID-19 and is still considered positive and/or awaiting negative results
- been in known contact with someone diagnosed with COVID-19

- been in a deemed “hot spot” for COVID-19 within a fortnight prior to the appointment, or
- been overseas less than 14 days prior to the appointment.

## Refund Policy & Consumer Guarantees

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We do not offer a refund for change of mind, so it is absolutely essential that you consider your options carefully and decide whether you are committed to proceeding before you sign our client service agreement and pay your deposit.

If any of the products you have chosen are unavailable or out of stock due to circumstances beyond our control, we will offer you a reselection process.

Your client service agreement sets out the details of our 2 year warranty on manufacturing faults.

If you feel that there is any problem with an installation, please let us know within 2 months of the installation date. We are keen to understand what has happened so that we can address your concerns and find a mutually acceptable solution.

We have obligations under Australian Consumer Law and will do our best to address any issues that arise. However, even if there is a major problem, our liability is strictly limited to:

- replacing the products or providing the services again, or
- if we are unable to do so within a reasonable time, paying the cost of having the relevant goods or services supplied to you again.

## Respectful Communication

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We reserve the right to delete any comments on our website or social media accounts which are rude, offensive or which we deem to be unacceptable.

## Dispute Resolution & Jurisdiction

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If you have any serious concerns arising out of these terms, your use of our website or our provision of products or services, we agree that we shall communicate with the intention of making a genuine effort to seek a win/win solution and resolve any dispute by negotiation and discussion.

Please send us an email outlining your concerns.

All information exchanged during this negotiation process or any subsequent dispute resolution process, shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by everyone involved and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if we are not both in Sydney, New South Wales, Australia.

The mediator is to be appointed by agreement between us or, failing agreement within 21 days of the negotiation period ending, the person initiating the dispute will seek the appointment of a dispute resolution professional by the President of the Law Society of NSW or similar neutral authority.

We agree to share all the costs of mediation equally with you.

Neither of us may commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

Everyone involved in the dispute agrees that they will not publicly or privately disparage any other party, or anyone associated with them, and will act in good faith to refrain from any conduct or communication which might reasonably be expected to interfere with any other party's business or personal interests.

These terms are subject to the governing law of New South Wales, Australia. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of NSW, and the Commonwealth of Australia, will have exclusive jurisdiction.