

Terms & Conditions

Tintgard believes in 100% customer satisfaction, and we're confident you'll be happy with your tinted windows. In the rare case that a replacement is required, please contact us to arrange this.

Please take time to read the following Terms and Conditions in full to ensure you understand the key factors involved in the purchase, installation, and maintenance of your window film. You are solely responsible for reviewing these terms before submitting your request for service.

By accepting a quote from Tintgard and proceeding with our services, you confirm you have read, understood, and accepted the following Terms and Conditions:

1. Definitions

In these Terms:

- **Agreement** means any agreement or contract entered into for the services provided by Tintgard to you.
- **Goods** means the window film and materials used in the service.
- **GST** refers to the Goods and Services Tax as defined in Australian law.
- **Job** means an order or request for services.
- **Premises** means the residential or commercial property where services are to be carried out.
- **Services** refers to the supply and installation of window tinting and any related work.
- **Store** means any Tintgard location where services may be provided.
- **Terms** means these Terms and Conditions.
- **Tintgard** means the business operating under ABN provided by the company.
- **You/Your** refers to the customer engaging Tintgard's services.

2. Agreement Basis

- These Terms apply to every agreement unless otherwise stated in writing.
 - Any quote provided is valid for 30 days and serves as an invitation to treat, subject to your acceptance and confirmation of these Terms.
 - Acceptance occurs upon written, verbal, or electronic confirmation, or upon commencement of services.
 - Tintgard may update these Terms at any time.
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3. Pricing

- All pricing includes GST unless stated otherwise.
 - Pricing may be adjusted to reflect requested variations or changes in supply costs.
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4. Payment

- A 50% deposit is required upon quote acceptance to confirm your booking.
 - Final balance is due immediately upon job completion.
 - Payment methods: bank transfer, cash, bank cheque, or credit card (AMEX and Diners may be excluded or incur a surcharge).
 - Payment confirmation via SMS or email is required for bank transfers.
 - Disputes must be raised after payment is made.
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5. Payment Default

- A monthly 10% overdue fee applies to late payments.
- Additional recovery costs, including legal fees, may apply.
- Warranty will be withheld until full payment is received.
- Non-payment may result in tint removal and referral to a third-party collections service.

6. Ownership

- Goods remain Tintgard's property until full payment is cleared.
- Tintgard retains a lien over the Premises until all fees are paid.

7. Risk and Insurance

- Risk transfers to you upon service completion.
- You're responsible for informing your insurer about window film installation.
- Tintgard is not liable for pre-existing faults or damage to glass.

8. Use of Premises

- You authorise Tintgard to access the Premises to perform services.
- Tintgard is not responsible for incidental damage unless proven negligent.
- You agree to indemnify Tintgard against claims arising from property access.

9. Service Selection

- You are responsible for ensuring the services meet your requirements.
- Tintgard is not liable for results based on your selection.

10. Delivery & Installation

- Service timelines are estimates and not binding.
- Tintgard will communicate updates in the event of delays.
- Rescheduling fees apply if you or the Premises are unavailable at the agreed time.

11. Site Preparation

- Clear access to windows is required. Furnishings and obstructions must be removed prior to the appointment.
- Tintgard is not liable for damage caused by moving items.
- A minimum clearance of 750mm is needed to complete the job.
- Tintgard uses PH-neutral products and provides drop sheets, but recommends you use your own if you have concerns.

12. Safety

- You're responsible for ensuring the workspace is safe, including supervising children and pets.

13. Indemnity & Liability

- Except as stated in these Terms, Tintgard excludes all other warranties.
- Our liability is limited to replacement or refund.
- No responsibility is accepted for indirect losses or pre-existing damage.
- **Glass breakage risk disclaimer:** While all care is taken during the installation process, glass can occasionally crack due to pre-existing weaknesses, defects, or thermal stress exacerbated by film application. You acknowledge that this is an inherent risk. Tintgard accepts no liability for any such breakages unless directly caused by demonstrable installer negligence.
- **Indemnity clause:** You agree to indemnify and hold Tintgard harmless from any claims or losses arising from glass breakage except in cases of proven negligence on our part.

14. Existing Tint Removal

- Tintgard is not liable for damage resulting from removal of old tint products.
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15. Warranty

- Interior films are covered for cracking, peeling, and delaminating per the manufacturer's warranty.
 - Tintgard guarantees installation workmanship for the life of the film (residential) or 12 years (commercial), unless otherwise advised.
 - Small particles or light points may remain after curing and are not defects.
 - Warranty is voided by abuse or improper care.
 - Manufacturer warranties will be passed on where possible.
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16. Condition of Glass

- Premises must be clean and free of debris. Cleaning fees may apply.
 - Existing damage or poor-quality glass may impact film performance.
 - Tintgard is not responsible for breakage due to pre-existing issues.
 - Tintgard will repair or replace glass damaged during installation.
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17. Cancellations

- Tintgard may cancel services due to unforeseen circumstances.
 - Customer cancellations require at least 24 hours' notice.
 - Fees apply for short-notice cancellations (\$150 + GST or 50% of total, whichever is greater).
 - Additional costs may apply for changes of mind within 48 hours of scheduled work.
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18. Governing Law

- These Terms are governed by Queensland law.
 - Any unenforceable provision will be severed, and the remaining terms will remain in effect.
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19. Disputes

- Service satisfaction is based on accepted quality, not expectations.
- Disputes must be raised in writing within 10 days of the invoice date.
- No responsibility is accepted for consequential damages.
- Contact us within 30 days if you're unsatisfied with the goods or service.

Contact:

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