

TERMS & CONDITIONS

1. Only Members can make Bookings. You will become a Member by: (a) completing and submitting to Us the attached Membership Application form; and (b) Us accepting Your application. You must provide accurate and complete information in Your form, and update it when necessary. You have a duty to inform Us of any changes to that information. We disclaim responsibility for loss caused by Your inaccurate or incomplete information. We may reject Your Membership Application or any Booking request on any reasonable grounds, including that:

- You are under 18 years of age;
 - You have a bad credit history;
 - We do not have the requested Garment in stock;
 - We are unable to process Your deposit payment, or the transaction was rejected by Your or Our Bank;
 - We are unable to contact You to discuss Your Booking and We consider it essential to do so before proceeding further;
 - We are unable to proceed to hire a Garment to You because it has become unavailable, e.g. because another customer has damaged or delayed returning it;
 - the Garment You have requested is erroneously shown on Our website with respect to its availability, Hire Price or any other significant feature; and
 - Our capacity to meet Your Booking has been interrupted or prevented by events or the actions of persons beyond Our control.
2. By making a Booking request, You represent to Us that You have full legal capacity to enter into a hire agreement for the Garment. Each separate Booking is subject to these TERMS AND CONDITIONS. A Booking is created when:
- (a) You select an available garment and any accessories (“Garment”);
 - (b) You pay 50% of the Hire Price as a deposit; and
 - (c) We confirm Your order is complete. If a payment of a deposit or balance of a Hire Price fails for any reason, You will remain legally liable to pay Us the relevant amount as a debt, and You agree that We will be entitled to recover Our costs of collecting that debt, and interest on unpaid sums at the rate applying to judgment debts in South Australia. The same applies to any other sums that We are entitled to collect from You under these TERMS AND CONDITIONS, such as the Delivery Fee, Late Fee, and Our loss caused by Your breach of these TERMS AND CONDITIONS.
3. All personal information that we collect from You, via your Membership Application or otherwise, e.g. by telephone, is for the purposes of managing your Booking, and will be stored and used by Us in compliance with the law, in particular the Privacy Act 1988 (Cth), and our Privacy Policy, which you can view online here: <http://webaddress> – Please note that for the purposes of the law, you are hereby notified of our intentions regarding Your personal information. If You require clarification, please notify us immediately by e-mail to chicqueandco@gmail.com.
4. The details of Your Booking (identity of Garment; required event dates; Delivery Address, Hire Price, and so on) will be negotiated with You by e-mail or telephone by one of Our staff. You agree to pay the Hire Price by way of an up-front 50% deposit with the balance payable at the time the Garment is collected or before it is sent to You via a Delivery Agent, in which case you will also pay the applicable Delivery Fee. The Delivery Agent is an independent contractor. While We will exercise due care in selecting the Delivery Agent, We must disclaim responsibility for its actions or errors. You agree that we do not control the amount of the Delivery Fee. You guarantee that the Delivery Address that You provide Us is correct. We will not be liable for any errors or delay in delivery resulting from Your failure to provide Us with a correct Delivery Address, and You indemnify Us for any loss resulting from such errors or delay, e.g. increased Delivery Fees
5. If you cancel a Booking, you will not receive a refund of your deposit. You may transfer your Booking to another Garment, subject to availability, within 7 days of making Your initial Booking. After the 7 days, You may not transfer the Booking to another Garment and will have to re-start the booking process. If you cancel a Booking within 72 hours of the event date for which the Booking was made, you will be liable to pay the full Hire Price. If We cancel the Booking for a reason that does not involve Your breach of these TERMS AND CONDITIONS, We will refund Your deposit.
6. If we offer you a promotion or discount, You will also comply with any additional conditions that apply.
7. You are liable to pay the full amount of the Hire Price (and Delivery Fee, if it applies) plus any applicable GST. This liability will continue if your payment method fails, e.g. a direct credit or credit card is cancelled or reversed.
8. If You provide Us with a credit card authorisation, You must not cancel it without Our permission, and You agree that we may debit the following from Your card: the Hire Price; the Delivery Fee; the Late Fee; and reasonable compensation for Our loss caused by Your breach of Your duty of care for the Garments as per clause 11(e) or otherwise.
9. You agree that the Garment will be in good or gently worn condition. We guarantee that the Garment will be of adequate quality for the purpose of being used as clothing, but otherwise make no express warranties, and expressly

exclude all implied warranties to the fullest extent permitted by law. You hereby release Us from any claims for loss or damage that You have, or in future may have, in relation to the Garment other than for loss directly attributable to a breach of the express guarantee given above, to the fullest extent permitted by law. Where we are liable to You for such loss, notwithstanding this limitation, You agree that Our liability will be reduced to the extent that You contributed to the loss.

10. You rely on Your own judgment when selecting the Garment and agree that We have not provided You with advice. You release Us from all claims You may have in respect of the Garment except for a breach of the guarantee stated in the preceding paragraph. You agree that a Garment unavoidably may become unavailable after we confirm Your Booking because it has been damaged or soiled by another customer, or a another customer had delayed returning it.
11. The following Conditions apply to Your use of the Garment. If You collect the Garment in person, paragraphs (a) to (g) apply to You. If we send the Garment to You via the Delivery Agent, in addition paragraphs (h) to (j) apply to You:
 - (a) We will keep and rely on the information You provide in Your Membership Application for the purpose of Your future Bookings.
 - (b) A Garment cannot be booked without payment of the deposit. Prior to such payment being made, We will be entitled to hire the Garment to another customer.
 - (c) We will absorb the cost of normal cleaning of the Garment, but You are liable for the cost of any other excess cleaning costs as advised by our dry cleaner or repairs necessary after Your use of the Garment. We recommend You avoid using fake tan when wearing the Garment as this may cause excessive soiling. Please follow any care instructions that we pack with the Garment. You are to seek permission or advice from Us before doing anything to the Garment in regards to cleaning, ironing, steaming, altering etc.
 - (d) You are liable to pay a LATE FEE of \$20 per day for every day (or part of a day) the return of the Garment is delayed beyond the agreed return date.
 - (e) If the Garment is damaged beyond repair or is no longer in a condition to be hired because of rips, stains or other damage, You will be charged the replacement cost for the Garment. The same applies if You fail to return it for whatever reason, or if it is lost or stolen. If the Garment requires urgent cleaning or other attention after Your use, You must contact Us immediately. You must not attempt to clean the Garment Yourself.
 - (f) You should expect the Garment to have been gently worn and not be in brand new condition.
 - (g) You must check the Garment and ensure You are happy with its condition when You collect or receive it. If You do not raise an issue with us at that time, You are presumed to be satisfied with it. We can make measurement and fitting suggestions on Your request, but You are solely responsible for selecting the Garment. NOTE: Where Garments are delivered, the following additional conditions apply:
 - (h) Delivery and return, if made by Australia Post will be sent via express or platinum express satchels. The shipping/return cost will be charged to You when the remaining balance is paid the day before your post out date. An express or platinum express return satchel will be included in your initial delivery of the garment, unless discussed otherwise. You must lodge/register Your return parcel inside an Australia Post Shop, this is to ensure that Your parcel is scanned in by Australia Post and tracking of the parcel will be available to Us. If You fail to do this or place the parcel in a red or yellow post box located outside of an Australia Post shop instead, late fees will be incurred.
 - (i) The Garment will be express posted out 4-5 days before the customer's event date. Shipping/return costs will vary with each booking depending on the weight of the Garment, and
 - (j) The balance of the Hire Price and Delivery Fee owing must be paid at least 1 days before the post-out date.
12. With respect to the delivery of a Garment, You agree to the following:
 - (a) If the Garment is delivered to You, You must inspect it on receipt and contact Us immediately if there is any problem. You acknowledge that if the Garment has been damaged in transit, but You have not inspected it immediately on delivery and reported any damage, We cannot know whether the damage has been caused by You or not, and in those circumstances We will be entitled to recover the full cost of the loss from You.
 - (b) If You wish to purchase insurance from the Delivery Agent to cover the Garments while in transit to You, please indicate this at the time of Your Booking, and We will facilitate this where possible.
 - (c) You acknowledge that after the Garment leaves Our possession We will have no control over it, and that Your liability for the Garment therefore begins when we transfer control to the Delivery Agent, and ends when the Garment is returned by You to Us.
 - (d) If You have any special instructions that You would like Us to give to the Delivery Agent, where possible we will pass on those instructions, but We will not be responsible for any error in the instructions or any error or failure by the Delivery Agent to follow the instructions, or any loss resulting from those events.
 - (e) We will pass on to You any advice from the Delivery Agent about the approximate delivery time of the Garment, but We do not guarantee that such advice is accurate.
 - (f) Where Your Booking includes multiple Garment items, We do not guarantee that these items can be sent together or will arrive together.

- (g) You will comply with all reasonable requests made by the Delivery Agent, including the provision of adequate personal identification, the signature of an acknowledgement of delivery, and the attendance of a person to receive the delivery.
- (h) You agree that We may give Your personal information, such as Your name and address and phone number, to the Delivery Agent for the purpose of facilitating the delivery.
- 13. You agree that You will be liable to Us for any deterioration or damage to the Garments while in Your possession or control, excepting wear and tear not attributable to your negligence. You also agree that, because of the nature of the Garment, namely high fashion clothing item(s), you must exercise a high level of care for the Garment, no less than you would apply if the Garment belonged to you, and that, accordingly, an acceptable amount of wear and tear is very low. You hereby indemnify Us and will keep Us indemnified in respect of any damage or loss to the Garment resulting from Your negligence or other breach of these TERMS AND CONDITIONS.
- 14. You must not make any modifications or alterations to the Garment without Our prior, express written permission, or allow anyone else to do so. You must not copy any Garment or reverse engineer its design or features. You acknowledge that the intellectual property in the design of a Garment belongs to its designer or manufacturer, and you agree that You must not infringe the legal rights of those parties. You hereby indemnify us and will continue to indemnify Us against any claim by any person for breach of their intellectual property rights resulting from Your breach of this clause.
- 15. We may immediately terminate Your Booking if We reasonably believe You have materially breached these TERMS AND CONDITIONS, have provided any false or misleading information to Us in your Membership Application or otherwise, or have otherwise engaged in deceptive conduct. You may terminate the Booking at any time, subject to clause 5 above.
- 16. Any part of these TERMS AND CONDITIONS that is illegal, invalid or unenforceable will be regarded as deleted without affecting the remaining terms, and the remainder of the TERMS AND CONDITIONS will remain binding on You and Us. A delay or failure by a party to exercise a right or remedy under these TERMS AND CONDITIONS will not be held to constitute a waiver of that right on any other occasion. These TERMS AND CONDITIONS are governed by the law in force in South Australia, and We and You submit to the exclusive jurisdiction of the courts of that State.
- 17. You and We may communicate with one another, for the purposes of this Agreement, by e-mail, including for the purpose of giving notices, provided that the sender of the e-mail does not receive a notification from the sender or receiver's e-mail system that the e-mail has failed to be delivered or that its delivery has been rejected; and, if the sender's e-mail system allows it, has requested and kept a confirmation that the e-mail has been delivered. If email delivery fails, you are to contact via phone or Facebook message.
- 18. Any dispute between You and Us regarding these TERMS AND CONDITIONS must be resolved by negotiation between You and Us in good faith, in the first instance. If such negotiation does not resolve the dispute within a reasonable timeframe, either You or Us can refer the dispute to an independent mediator, and both You and Us will participate in the mediation in good faith. If You and We cannot agree on the mediator, either You or We can request the President of the Law Society of South Australia to appoint one. Neither You nor We will litigate a dispute, except for urgent injunctions, unless and until You and We have first implemented these negotiation and mediation procedures.
- 19. We may vary these TERMS AND CONDITIONS from time to time, in which case the variations will apply to Your next Booking.
- 20. The following definitions apply to these TERMS AND CONDITIONS:
 - Booking means Your arrangement with Us to hire the Garment for a definite period, in which a 50% deposit of the Hire Price has been made.
 - Delivery Address means the address You advise Us for the purpose of delivery of the Garment if it is being sent to You.
 - Delivery Agent means Australia Post or another carrier which We select.
 - Delivery Fee is the fee charged by the Delivery Agent to deliver the Garments to You. In the case of Australia Post, it means the applicable postal charges.
 - Garment includes all clothing pieces and accessories that make up Your Booking.
 - Hire Price or Rental Price means the price advised by Us that You must pay to hire the Garment, including the deposit and any balance.
 - Member is the person named on the attached Membership Application form. Late Fee means the penalty for late return of a Garment described in clause 11(d).
 - We, Us and Our refer to Chicque Events , Trading as Chicque and Co. (ABN 12937330891) of 22 Kentish Road, Gawler Belt, South Australia 5118.
 - You and Your refer to the Member named in the attached Membership Application form.
- 21. The rules of interpretation set out in the Acts Interpretation Act 1901 (Cth) will apply to these TERMS AND CONDITIONS.