

## **TERMS & CONDITIONS**

By accessing and using the Save The Date Dress Hire Website at [www.savethedate-dh.com.au](http://www.savethedate-dh.com.au) (Website), you are accepting and consenting to the practices in these terms and conditions. Save The Date Dress Hire reserves the right to change these terms and conditions from time to time at its sole discretion.

### **DEFINITIONS**

In these Terms of Use “you” and “your” refer to all users of this Website and “Save The Date Dress Hire” (“we”, “us” and “our”) refers to Save The Date Dress Hire (ABN 37 604 488 012). References to users must be read as being also a reference to customers of [www.savethedate-dh.com.au](http://www.savethedate-dh.com.au).

### **CONTRACT**

These Terms and Conditions constitute a binding legal contract between you and Save The Date Dress Hire. These Terms and Conditions apply to you whether you are either browsing or as a customer of Save The Date Dress Hire. The Terms and Conditions in force at any time are published on the Website and you will be taken to have accepted them by accessing or using the Website.

If Save The Date Dress Hire changes the Terms and Conditions, then on their publication of the changed Terms and Conditions on its Website, they will be considered the binding Terms and Conditions. If you subsequently access or use the Website, you will be taken to have accepted the revised Terms and Conditions of use. Specific Website offerings, incentives, areas, or section may also have additional guidelines which govern your use of this Website. You must comply with them in addition to the Terms and Conditions.

This agreement contains all the terms and conditions regarding your hire of products from Save The Date Dress Hire via the Website [www.savethedate-dh.com.au](http://www.savethedate-dh.com.au). You agree that hiring from this business is subject to all our Website terms and conditions of use and privacy policy. These are available on our Website and are subject to change from time to time. You agree that you are renting products and ownership of the product always remains with Save The Date Dress Hire. Our products may be rented for customers who are under the age of 18 years however we only contract direct to people over the age of 18 years who may rent the products on behalf of a minor. By completing and signing the Rental Agreement you represent that you are over 18 years and are authorised to use the chosen method of payment with the purpose of renting the products on the order.

### **PAYMENT TERMS**

The “Rental” for the products will be the rental fee and any additional charges listed on the Website in relation to your hire of products. By entering this agreement, you authorise Save The Date Dress Hire to charge the selected payment method according to the terms outlined in this agreement. You certify that you are authorised to use any card or account and you agree not to dispute the payment with your provider if Save The Date Dress Hire fulfils its responsibilities in providing the rental item or items.

You also authorise Save The Date Dress Hire to charge the supplied payment method for any additional fees as outlined in this agreement (such as damages or late return fees). If a charge against the supplied payment method cannot be made, we will provide you with an invoice for the fees which you agree to pay within 5 working days.

Should your payment for an order is reversed or rejected, you agree to pay the outstanding amount within 48 hours of demand. Failure to do this will result in immediate cancellation of the booking. If the item or items have already been dispatched, you will still be liable for the full amount.

Save The Date Dress Hire reserves the right to take all steps necessary to recoup any amounts owing as per this agreement, including the use of debt collection agencies, and taking legal action. This may increase the amount owed by the customer, to cover the costs of these services.

## **IDENTIFICATION**

We will ask for photo ID, credit card details or other forms of identification we may require at our discretion. We can refuse the right to hire if you are unable to provide the requested identification. If we have requested this information, it is your responsibility to provide this information immediately. In the event we are unable to fulfil your hire or delivery on time due to the information not being provided a credit only will be applied, no refunds will be given.

## **TITLE TO RENTAL ITEMS**

At all times, the rental items are and remain the property of Save The Date Dress Hire. Save The Date Dress Hire reserves the right to retrieve the item or items at any time. No modifications or alterations can be made to items without the explicit approval of Save The Date Dress Hire.

## **BOOKING PERIOD**

Save The Date Dress Hire' rental period is strictly three (3) days and is 'inclusive'. For example, should you collect the item on a Friday at 9.00am then it should be returned by 9.00am on the following Monday.

## **APPROVAL OF ITEMS**

You will view and approve the item as acceptable to you upon collection. Upon collection, you agree that the item is acceptable and fit for your purpose.

You acknowledge that the items being released to you are either new or not brand new and may have some signs of wear and tear as they are rental pieces.

## **ISSUES WITH FIT OR APPEARANCE**

We try to provide as much information as we can regarding the fit and appearance of the items available for hire on our Website based off our own personal experience, opinion, and research. Save The Date Dress Hire takes no responsibility if you choose a size or item which does not fit you, does not suit you or does not suit the occasion you have chosen the item for. Please ensure if you are unsure about an item, you do thorough research and contact the brand themselves as they withhold the most knowledge and information about their own products. If in doubt, please get in touch and we will assist you as much as possible. There will be no refund or credit offered in this circumstance.

## **CANCELLATIONS**

Save The Date Dress Hire does not offer refunds for cancelled orders, strictly a store credit only minus a cancellation fee of \$40.00. To be eligible for any store credit, cancellations must be made 30 days prior to the start date of your hire booking.

Credit notes are valid for 1 year and will expire if not used within that period. Once the credit note is used to make a new hire booking with Save The Date Dress Hire, the sale is final and not subject to any changes or cancellations for another credit note (this includes where the item is not the correct fit).

In exceptional circumstances we may consider a cancellation outside the allowances above but reserve this right.

### **CANCELLATION FEE**

This fee, referred to above, is to cover loss of business costs due to the dress not being available to other clients, dry cleaning and/or other costs associated.

### **CANCELLATIONS BY SAVE THE DATE DRESS HIRE**

Save The Date Dress Hire may cancel your booking, for any reason. The compensation to you will be limited to the amount you paid to Save The Date Dress Hire for the booking. Save The Date Dress Hire will not be responsible for any consequential damages that result from cancellation of the booking.

Reasons Save The Date Dress Hire may cancel your booking include, but are not limited to:

- The item is damaged by a customer that has rented the item prior to you.
- The item is lost or stolen by a customer that rented the item prior to you.

In all cases above, you will be entitled to a full refund and will provide a discount on your next item at our discretion.

### **RETURN OF ITEMS**

All items rented by Save The Date Dress Hire should be delivered directly to Save The Date Dress Hire at its business address, currently 10 Madeira Road, Mudgee.

### **CLEANING**

We dry-clean all garments when they are returned after your rental. There will be no fees charged as long as all marks, spills, stains etc are not excessive and can be removed by the dry cleaning company we use.

You forfeit the free dry cleaning service if the garment is returned with excess fake tan, stains, marks, dirt, spills etc. We will advise you at the time of you returning the item if there will be a dry cleaning fee.

You agree that under no circumstances will you attempt to clean the rental item(s) yourself or have them cleaned by anyone else unless Save The Date Dress Hire has given you written permission.

If you attempt to clean a garment and cause damage, or cause a stain to be permanent, Save The Date Dress Hire reserves the right to bill you a fee up to, but not more than 120% of the full RRP of the garment.

The garments available for rent on our Website are often sold out in all retail stores and no longer available from the designer, which is why a charge above the RRP may apply. This fee will be on top of any amount already paid for rental.

Use of fake tan is at your discretion. If it causes permanent staining that will not be adequately removed when dry-cleaned, the damage policy below will apply.

### **DAMAGE OR LOSS**

You agree that under no circumstances will you attempt to clean/repair the rental item(s) yourself, or have them cleaned/repared by anyone else without the permission of Save The Date Dress Hire. Do not cut, alter, hot iron or hem tape any item booked via Save The Date Dress Hire.

No damage insurance is included in your booking fee.

If an item is damaged and is not covered by minor repairs as mentioned above, you will be liable for the cost of restoring or replacing the garment. In the case the garment cannot be restored to a suitable condition, the fee charged may be up to, but not more than, 150% of the original RRP of the garment. This fee will be on top of any amount already paid for rental, and the item will still need to be returned to Save The Date Dress Hire regardless of the amount of damage. Once remuneration is paid the garment always remains Save The Date Dress Hire's property.

If you have lost or not returned an item, you will be liable for up to 200% of the RRP of the item.

By accepting this agreement, you give permission for Save The Date Dress Hire to charge fees for damages or loss of an item to the payment method you used when placing your order. You will be given the option of using an alternative payment method before the charge is made.

### **LATE RETURN**

You agree to return your product on the order return date. If for any reason you deliver the rental item(s) on a day after the last day of your rental period late fees will apply.

In the instance the next customer is unable to wear the dress and requires a refund due to a late return you will be liable for the loss of business along with the late fees specified below.

The fee charged for each day late will be your rental price divided four (4). For example, as your hire is a 4-day hire and the rental fee was \$100, late fees would be charged at \$25 for each day late.

By accepting this agreement, you give permission for Save The Date Dress Hire to charge late fees to the payment method you used when placing your order. You will be given the option of using an alternative payment method before the charge is made.

### **LIMITATION OF LIABILITY**

By accepting our terms and conditions, you agree that Save The Date Dress Hire will not be liable for any loss, damage, costs or expenses of an indirect or consequential nature incurred or suffered by you as a result of:

- Cancellation of a rental booking
- An issue with the quality, fit or appearance of a rental item

This includes but is not limited to economic loss, loss of goodwill, emotional suffering, loss of opportunity or other loss of turnover, profits or business.

Save The Date Dress Hire's liability will be limited to any amount paid by the customer to Save The Date Dress Hire.

### **DEFINITION OF "REFUND"**

For the purposes of this agreement, a refund for an order is defined as returning back to you the initial form of payment used to place that order. If you paid for the order by credit/debit card, the funds will be

returned to that card. If you paid for the order using a credit note, then you will be re-issued that credit note, with a fresh expiry date. For orders placed using a combination of multiple forms of payment, you will receive back those forms of payment in line with the amounts used to pay for the order.

In any circumstance, you forfeit your right to a refund if the item(s) are returned to us worn.

## **CHANGES TO THE RENTAL AGREEMENT**

Save The Date Dress Hire reserves the right to change the Rental Agreement at any time, so it is important you review and accept them each time you place an order with Save The Date Dress Hire.

The terms that apply to an order will be in accordance with the terms and conditions on the date the order was placed.

## **CONTACT**

For more information about our terms and conditions, if you have questions, or if you would like to make a complaint, please contact us by e-mail at [savethedate-dh@outlook.com](mailto:savethedate-dh@outlook.com).

*Last updated: 20/4/2025.*

If you are not satisfied with our response to your complaint, you have the right to lodge your complaint with the relevant fair trading and consumer authority.

Please see the below link for the ACCC regarding consumer rights and laws:

<https://www.accc.gov.au/consumers/problem-with-a-product-or-service-you-bought/repair-replace-refund-cancel>