



THAT DRESS HIRE: HIRE AGREEMENT TERMS AND CONDITIONS

Agreement

1. By paying the rental price to That Dress Hire, you are agreeing to hire the garment from That Dress Hire subject to the terms and conditions set out in this document.
2. You acknowledge and agree that:
 - a. the garment remains That Dress Hire property at all times;
 - b. you must not damage the garment; and
 - c. you bear the entire risk of loss or damage arising out of or in connection with the use and storage of the garment from collection/receipt until the return of the garment to That Dress Hire

Payment

3. Payment of the rental price must be made at the time the order is placed through the payment services provided by That Dress Hire. That Dress Hire is unable to process your order(s) until such payment is made and proof of payment is received.
4. Payment of hire signifies agreement to our Terms and Conditions.
5. Proof of payment must be provided to That Dress Hire through booking services provided by That Dress Hire.
6. A booking is confirmed upon receipt of rental price and postage (if applicable) AND proof of payment.
7. Once the rental price for a garment has been paid for in full, subject to any other clause of this agreement, refunds will only be provided at the discretion of That Dress Hire (see Refunds and Cancellations).

Hire Period

8. All garments are booked for a 4-day rental period, for local pick up or Australia Post delivery.
 - a. For example, local pickup booking from Thursday to Sunday; return by Monday 5pm to collection site.
 - b. For example, mail delivery booking from Thursday to Sunday; return garment in supplied return envelope to a yellow express Australia Post box or an Australia Post outlet by Monday 5pm.



9. Longer hire periods are to be agreed upon in writing between That Dress Hire and the borrower.

Returns and Late Fees

10. All garments are to be returned to That Dress Hire (unless otherwise agreed by That Dress Hire in writing) by 4pm 4-days (inclusive) following collection of the garment.
 - a. If you selected pick up as your delivery method, you must return the garment to the same address as you collected it from by the return date unless otherwise arranged in writing with That Dress Hire.
 - b. If you received the dress via post, please put the dress into the return postage paid satchel and into an Australia Post YELLOW Box or lodge at Australia Post for return.
11. If the garment is not returned by the Return Time:
 - a. you will be charged late fees in the amount of \$25 per day until the garment is returned to That Dress Hire; and
 - b. and the garment is not returned within 10 days from the Return Time, the late fees you will be charged will be the amount of the recommended retail price (RRP) of the garment as listed on That Dress Hires' Instagram page.

Condition, Cleaning, and Damage

12. You agree to return the garment to That Dress Hire in the condition it was provided to you.
13. All cleaning of the garment will be arranged by That Dress Hire. By hiring the garment you agree that you **will not** attempt to clean the garment (the garment may further damaged by this process).
14. If a garment is returned with minor damage (to be determined at the absolute discretion of That Dress Hire)
 - a. you will be liable for the cost of the repair (which is to be paid by you in addition to the rental price already paid). The cost of repair will be determined in good faith by That Dress Hire.
15. If a garment is returned with major damage (to be determined at the absolute discretion of That Dress Hire acting reasonably)
 - a. you will be liable for the full replacement cost of the garment (which is to be paid by you in addition to the rental price already paid), which will be determined in good faith by That Dress Hire and which may be up to, but not above, the RRP of the garment.



16. You agree to pay the additional fees and costs (if applicable) set out in this agreement within 14 days of being advised of that amount in writing.

Refund and Cancellation

17. You will be entitled to a refund if the garment is received damaged beyond normal wear and tear expected of a hire garment (to be determined by That Dress Hire at That Dress Hire's absolute discretion and acting reasonably). **You acknowledge and agree that you are hiring a second-hand garment that has been worn previously and that some wear and tear is to be expected.**
18. If you wish to cancel your order
- a. and cancel 10 days before the agreed rental date, you will receive a full refund minus \$10 administration fee.
 - b. And cancel less than 10 days before the agreed rental date, you will receive a store credit minus \$10 administration fee.
 - c. If an item has already been sent to the borrower, refunds are not available.

Collection

19. That Dress Hire reserves the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies.