



# CUSTOM DESIGN AGREEMENT

Dated..... between VIETCHARM- AO DAI HOUSE  
(ABN: 23750259674)

**Phone:** 0449144568 (Anna)

**Email:** vietcharm.aodai@gmail.com

**Consultant in charge:**

and ..... ("Customer"), collectively referred to as the  
"Parties"

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## BACKGROUND

- A. The Customer is of the opinion that the Designer has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Designer is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations outlined in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Designer agree as follows:

1. Sale of Goods. VIETCHARM agrees to sell and hire, and The Customer agrees to purchase the following items in the following quantities and at the prices (the "Goods"):



Code	Description of Items	Quantity	Price Per Unit (include GST)	Total/Deposit	Note
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
	<b>Sub-total:</b>		\$	\$	
	<b>TOTAL</b>		\$	\$	

Other Details: \_\_\_\_\_  
\_\_\_\_\_

## 2. Purchasing

2.1. On the purchasing/order/confirmation date, The Customer agrees:

- pay a **non-refundable 30% of the total price** of the Good(s), or
- pay **100% for alternative services fee**, such as alteration / custom-to-size.

1.2. The balance of the Price must be paid before your pick-up appointment/shipping date.

No goods may be removed from the premises until full payment of the order has been confirmed by VIETCHARM.

1.3. All items purchased are **non-returnable** after leaving VIETCHARM's premises.



- The Customer is responsible for checking any damaged or faulty product before completing the purchase and before leaving VIETCHARM's premises. We are not responsible for any damages incurred after the product left our premises.

### 3. Payment/Deposit Policy:

#### 3.1. Invoice of the Good(s) which was paid for: (Check one)

Full Payment with A\$ \_\_\_\_\_

Deposit with A\$ \_\_\_\_\_

**By:**  Cash  Online Banking (details as the table below)

will be handed to The Customer on the date of purchasing/order The Good(s) or via provided email: \_\_\_\_\_.

#### 3.1.1. Late Fee

If The Customer fails to make the full payment/deposit due under this Agreement within \_\_\_\_\_ days after the agreement is sent out/signed, The Customer agrees to pay to VIETCHARM a late fee with (Check one)  A\$ 25 and this Agreement will be suspended and is considered as the cancellation.

#### 3.2. Online Banking details:

Account name: **Yen Nguyen**  
Company name: **Vietcharm- Ao Dai House**  
Bank: **Commonwealth Bank**  
BSB number: **063-248**  
Account number: **1053 0434**  
Pay ID: **0449144568**  
Reference the payment with **...VC(your name).....**

### 4. Fitting Appointment:

- 4.1. A Fitting appointment is required by VIETCHARM after the agreement is signed and the order has been placed.



- 4.2. The Customer is responsible for setting up your appointment via the Vietcharm Ao Dai House website and ensuring that you will be able to show up.
- 4.3. If the Customer does not show up for your fitting appointment or is more than 1 hour late without notice to VIETCHARM or cancels the appointment with less than 24-hour notice, your appointment will be considered as missed.
- 4.4. The fitting appointment can be rescheduled for FREE only ONCE as Customer's request if you give a **24-hour notice** to VIETCHARM.
- 4.4. The Customer has to be aware that missing or rescheduling fitting appointments may lead to delays in the manufacturing/alteration process. VIETCHARM is not responsible for late delivery of the Good(s) due to a missed, cancelled or rescheduled fitting appointment.

**5. Pick-up Appointment**

- 5.1. The Customer is responsible for setting up your appointment via the Vietcharm Ao Dai House website and ensuring that you will be able to show up.
- 5.2. The Pick-up appointment can be rescheduled for FREE only ONCE as Customer's request if you give a 24-hour notice to VIETCHARM and if the Customer pays off the remaining balance for the Product no later than the pick-up date set by this Agreement.
- 5.3. In event that The Customer is unable to pick up your Good(s), VIETCHARM may:
  - use the postage to deliver to your provided address if The Customer paid the full payment / remaining balance for The Good(s). All postage fees must be paid by The Customer.

Address: \_\_\_\_\_

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- 5.4. VIETCHARM is not responsible for delays in the delivery of the Good(s) due to postal or courier delays, hurricanes and other natural disasters, or any other unforeseen.

**6. Delivery Policy and Shipping Cost:**

- 6.1. Postage fee must be paid by The Customer.
- 6.2. The Customer is responsible for confirmation with VIETCHARM of the receiving of the delivery. If there is/are no any notice to VIETCHARM on the delivery date,



VIETCHARM considers The Good(s) had been received by The Customer and this agreement will be completed.

6.3. The Customer has the right to choose your shipping service from the courier list below:  
(Check one)

AUPost    DHL    TNT

Note: Postage fee will be different as per individual courier shipping fee policy and delivery time. Please check with VIETCHARM and the chosen courier prior to signing in Agreement.

6.4. VIETCHARM is not responsible for delays in the delivery of the Good(s) due to postal or courier delays, hurricanes and other natural disasters, or any other unforeseen.

6.5.  In the event that The Customer requests a shipping service provided by VIETCHARM. We will confirm the date and time of delivery to The Customer via the provided mobile number or email as above.

6.6. VIETCHARM shipping cost list:

- FREE - within 5kms radius from our shop address
- \$7 - under 15kms radius from our shop address
- Ship AUPost price - over 15kms radius from our shop address

6.7. Fixed shipping time from VIETCHARM (not include AUSPost, DHL, FedEx)

- Tuesday (East and North Melbourne) and    Sunday (West Melbourne)

## **TERMS & CONDITIONS**

### **7. Consultation**

7.1. The consultation appointment includes an email or an appointment meeting with the designer to discuss the client's design and budget as well as a series of communications about the design. This would be a great time to bring in photos of Ao Dai you would like to discuss along with the style and colour preference.

7.2. A **non-refundable consultation fee of \$50** per design is required, which must be paid in cash or via an online bank at the commencement of the consultation. The customer needs to sign and pay the deposit in 3 days after the Agreement is sent, otherwise, the



agreement will be suspended. Once we proceed together, in crafting your piece, the consultation fee will be redeemed towards the purchase.

- 7.3. If **90 days** have elapsed from the date of consultation, the client would have forfeited his/her consultation fee and the value can no longer be applied towards the purchase. We reserve the right to extend this period on a case-by-case basis.
- 7.4. The consultation includes the full development of the bespoke design, including identifying all materials and gems and building the design model of the piece/s. An accurate quotation can only be given after the completion of the design and the discussion with our team after the consultation date.
- 7.5. After an initial consultation or correspondence in which the Customer communicates to the Designer what he/she is envisioning, the Designer shall provide **one to two sketches maximum** in 15 days of possible designs to choose from. These sketches may be synthesized or modified until the final design is agreed upon.
- 7.6. By signing this Agreement, the Customer confirms that you have reviewed the sketch and description of the Product.
- 7.7. The Customer confirms and agrees that the Custom Design accurately reflects your wishes concerning style, fabric selection, and all other Product details. The Customer understands and agrees that the Price of the Product has been calculated based on the Custom Design.
- 7.8. If the Custom Design involves fabrics and/or materials not currently in stock with the Designer, the Customer will be notified of the need to order such items. If the fabrics and/or materials are unavailable or are on backorder, the Customer will be given the option of, ***Selecting alternate fabric and/or materials suitable by VIETCHARM. b, Choosing other fabrics and/or materials suitable for the Customer***

*\*Note: The colour and material of fabrics will be not exactly 100% as the sample or image because it will depend on the fabric seasons.*

## **8. From Vision to Concept**

- 8.1. We often get asked to recreate styles from other designers. Please note that every artist is different, so everything will not be as exact 100%. Every designer has their way of



creating. Patterns, sewing techniques, fabric choices and personal way of style are what make each design unique. So, to avoid any conflict we would recommend the Customer order from that particular designer, that way you would receive the best quality of your products.

- 8.2. For the Fabric and materials, we keep very limited fabrics in store, however with our fabric connections we can get a variety of fabrics to make your vision come to life. For any fabric samples that are not in store, we will send the fabric picture through email around 7 days flexibly after the consultation date.
- 8.3. The Product custom and purchasing can be processed up to **90 days** in advance to make sure the dress will be available on the date.
- 8.4. For the express order, you agree to pay a **plus \$30 deposit for the express order minimum in 30 days**. The Designer may not provide **sketches**, depending on the urgency of the customer.

## **9. Payment**

- 9.1. VIETCHARM is responsible for sending the updated agreement, including shipping method confirmation.
- 9.2. VIETCHARM will include the measurement cheat sheet if the Customer is Online shopping and interstates.
- 9.3. The Customer confirms again the design to make sure it is the right design.
- 9.4. Once VIETCHARM receives the receipt of payment, the order will start processing.

## **10. Sizing**

- 10.1. For best fit, it would be recommended to come with fitted clothes, preferably nude underwear, a push-up bra size that you prefer to wear on the day and a fitted top so that your correct silhouette is captured.
- 10.2. VIETCHARM is responsible for taking measurements or guiding the Customer to get the measurement, designing the sketch of the Product, choosing, and agreeing upon the used fabrics and materials of the Product, and setting and showing up at fitting appointments for the in-store customer.
- 10.3 VIETCHARM will not be responsible for your size changing after finalising the dress.



## **11. Design modification**

- 11.1.* If the Customer wishes to modify the Custom Design in any way after the date this Agreement was signed, you must email VIETCHARM. Within 48 hours of receiving the email, VIETCHARM shall offer the Customer an updated design confirmation of his (her) design and/or a complete detailed technical description of the requested changes, as well as an Updated Price for the Product, reflecting the additional materials resulting from VIETCHARM modification(s) the Customer requested.
- 11.2.* To initiate the design modification(s), the Customer must reply by email, confirming that you accept the modified Custom Design and that you agree to pay the additional charges that shall be added to your final balance.
- 11.3.* Please note that design modification requests will not be applied after the dress is **more than 30% complete**, as determined by, and at the sole discretion of VIETCHARM.

## **12. Responsibilities**

- 12.1.* During the consultation process, the Seller agrees to faithfully record the ideas and design directives of the client, in conjunction with the Seller's design advice.
- 12.2.* The VIETCHARM agrees to regularly consult, if and as required, with the client during the manufacturing process.
- 12.3.* The client agrees to regularly consult, if and as required, with the Seller during the manufacturing process.
- 12.4.* Any/all design change requests made by the client regarding the finished item/s will be at the client's cost. If the changes requested by the client were recorded and formed part of the original design plan but can be shown to not be reasonably represented in the finished item/s, then the costs of these specified changes will be covered by the VIETCHARM.
- 12.5.* In this context (clauses 7 and 10) requested changes do not include the replacement of gems and stones due to the customer preference after receiving the dress. All gems and stones will be selected before manufacture and inserted into the final item/s in good faith, by the VIETCHARM.
- 12.6.* In this context (clause's 7 and 10) requested changes do not include the replacement of the client's gems that have incurred damage or breakage as a result of the resetting process and cannot be included in the final article.





**12.7.** The VIETCHARM agrees to take all reasonable care when using client-provided gems, in both set and unset states but does not guarantee nor insure against breakage or damage for any gems independently sourced by the client for use in item/s.

**12.8.** In the event of a breakage or damage occurring to a client's stones or gems, replacement stones and gems can/will be selected by the client in consultation with the Seller and final cost/s will be adjusted and agreed to, at that time.

**12.9.** Both parties agree in principle that the VIETCHARM is the authority on resources and designs for the item/s and acts in good faith regarding any advice and/or technical knowledge given to the client as part of the design process.

**12.10. For online consultation,** VIETCHARM will give the client the guidelines and VIETCHARM will follow the measurement that you gave to us. If the items do not fit you well, we do not have responsibility for the items. Two options will be suggested:

1. You can bring it to a local alteration service to fit the dress
2. You can ship it back to us to fix that if it can be repaired. However, **As such, you will be responsible for paying for your shipping costs to exchange your item.**
3. If the design is not similar to 80% of the one we agreed on, the client will send it back to us and we will fix or do the new one for you. **As such, you will be responsible for paying for the shipping costs of your item.** We will be responsible for sending fixed items.

**13. Right of Inspection (Check one)**

- The Customer has picked up the Goods at the specified location.
- The Customer has received the Goods at the specified location.

**14. Cancellation Policy**

- 14.1. If we are **unable** to process your order for any reason, the deposit will be refunded.
- 14.2. All items purchased are non-returnable after leaving VIETCHARM's premises.



For In-store, The Customer is responsible for checking for any damages, and faculties on the

product before completing the payment. The Customer will hold responsibility for any damages incurred after the product leaves our premises.

14.3. VIETCHARM reserves the right to **cancel the product/products** at reasonable notice. Reasons for cancellation may include (but are not limited to) an item being unavailable due to unexpected reasons. In this case of a cancellation, The Service Provider offers a full refund, store credit or the option to exchange for another item.

**15. Warranties. (Check one)**

**YES**, VIETCHARM provides warranties. VIETCHARM gives a **5-day** limited warranty from the date of delivery that the Goods are in good condition and shall be free from substantive defects. The warranty does not apply to any Goods that are damaged due to the misuse, abuse or negligence of any party other than VIETCHARM.

**Other** type of warranty:

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**16. Dry Cleansing:**

16.1. The item is cleaned before receiving a period with experienced cleaners who are familiar with special care instructions. For **post-purchasing**, The Customer has full cleansing care of the product,

16.2. VIETCHARM does not have the responsibility for any method that results in permanent damages.

16.3. **Follow the wash and care condition on the cloth tag!**

**17. Intellectual Property:**

17.1. The client agrees that all designs, plans, ideas and images directly associated with the making of a bespoke item by VIETCHARM remain the intellectual property of VIETCHARM

17.2. The client agrees that all designs, plans, ideas and images associated with any item/s made by the VIETCHARM are the exclusive property of the Seller and are subject to the standard legal protection and rights as intellectual property.



- 17.3. The VIETCHARM agrees to treat the client's bespoke design as confidential and private, if and as requested, and during the manufacturing process.
- 17.4. The terms of any/all privacy agreement/s between VIETCHARM and the client are to be agreed to by both parties at the time of ordering and on payment of the non-refundable deposit.
- 17.5. Due to the costly and labour-intensive nature of bespoke and custom-make manufacturing, VIETCHARM reserves the right to refuse to accept, or to cease working on, any order if the terms and/or the intent of this agreement are breached in any way by the client.
- 17.6. The VIETCHARM understands their responsibilities as a trader and abides by the principles of Fair Trading.
- 17.7. Both parties agree that this is a fair and binding term of sale document as discussed and agreed to at the time of order.

**18. Photo Licensing**

- 18.1. The Client agrees that subject to the rights and licenses granted herein, VIETCHARM is and will remain, the sole and exclusive owner of all rights, titles, and interests, throughout the world, to all product photos and any copies of the product photos. Except as expressly provided in this Agreement, VIETCHARM reserves all rights and licenses not expressly granted in this Agreement.
- 18.2. VIETCHARM can use your Photos as customer feedback in social media and marketing campaigns.
- 18.3. Make sure your Instagram and Facebook accounts is on 'public' so that we are able to see your photos and **tag us** (@vietcharmaodaihouse on Facebook and @vietcharm.aodai on Instagram) so we can see your beautiful photos.

**YOU MUST AGREE TO THE FOLLOWING BEFORE ORDERING:**

- By submitting payment, I agree to all shop policies
- I understand that each dress is custom-made and not produced by a factory, so slight variations may occur



- If I do not provide a signed copy of the contract, my payment is my formal agreement to the contract
- If the contract is breached/cancelled, I acknowledge and understand that I cannot receive a refund for my deposit as this money goes toward fabrics, supplies, materials and pattern making and I have no claim to them
- I understand that no design or sketch services will be provided to me until my payment or initial deposit has been placed.
- I understand that the Designer will send one to two sketches to finalize the design.
- I understand that I need to pay extra for Express orders under 3 months on average and the design may or may not send the sketch, depending on the urgency of the order
- I understand that the average dress takes up to 3 months after finalizing design and fabric options (unless the rush fee has been paid)
- I understand that my non-refundable consultation fee will be applied to my dress balance. This fee will allow for me and the designer to discuss the style of Ao Dai and to order samples.
- I understand and agree that I may need alterations to my dress to get the exact look/fit that I want to achieve and that all alterations are MY responsibility after the dress has been taken from VIETCHARM- AO DAI HOUSE.
- I understand that I have the responsibility to give VIETCHARM the right measurement, once the items do not fit me, VIETCHARM does not have any responsibility for those items.
- I understand that I cannot change my measurements, design or fabric once my pattern has been started
- I understand that I cannot change my design or fabric once full payment has been made and the design has been confirmed after 48 hours.
- I understand that if I cannot or will not pay my balance due within 1 week of completion I forfeit my dress and deposit as the deposit has gone toward the cost of my materials.
- Any information requested to complete my dress not provided promptly reflects the timeline of my dress completion and is MY fault if not provided.



**Ao Dai House**  
*"Honouring the past, Crafting new quintessence."*



**FULL AGREEMENT, GOVERNING LAW, AND DISPUTE RESOLUTION**


By signing this Agreement, the Customer confirms that he (she) has read and understood its contents.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Victoria.

If any provision of this Agreement is held invalid for any reason, the same shall be deemed severed from the remainder hereof and shall in no way affect or impair the validity of this Agreement or any other portion hereof, and this Agreement shall otherwise remain in full force and effect.

In the event of a dispute under this Agreement, the parties agree that the courts of Victoria shall have jurisdiction.

*Thank you for selecting Vietcharm- Ao Dai House to create your Ao Dai!*

<p><b>VietCharm Ao Dai House:</b></p> <div style="text-align: center;"></div> <p>_____</p> <p><b>Provider Signature</b></p> <p><b>Provider Name:</b> _____</p> <p><b>Date:</b> __/__/__</p>	<p><b>The customer:</b></p> <p>_____</p> <p><b>Customer Signature</b></p> <p><b>Customer Name:</b> _____</p> <p><b>Date:</b> __/__/__</p>
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