



Ao Dai House

"Honouring the past, Crafting new quintessence."



RENTAL AGREEMENT

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

Consultant in charge: _____

Phone: _____

Email: vietcharm.aodai@gmail.com

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

Address: _____

Phone: _____

Email: _____

Date of rental: ___/___/___

Date of return: ___/___/___

Deposit amount: A\$_____ (Price in full of the product)

The actual cost of the rental: A\$_____

Total refund after return date: A\$_____

Customer bank account for a refund:





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BACKGROUND

- A. The Customer is of the opinion that the Designer - VIETCHARM 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 VIETCHARM agree as follows:

- 1. Rental products. VIETCHARM agrees to for hire, and The Customer agrees to rent the following items in the following quantities and at the prices (the "Items"):

Code	Description of Items	Quantity	Price Per Unit (include GST)	Sub- Total
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$





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			\$	\$
		<i>Sub-total</i>	\$	\$
		<i>TOTAL</i>	\$	\$

Other Details: _____

2. Purchasing

- 2.1. On the purchasing/order/confirmation date, you agree to pay a **deposit amounting to 100% of the total price** of the product(s) for hiring. If we are unable to process your order for any reason, **the deposit will be refunded.**
- 2.2. The balance of the Price is due on the date you collect your item. No goods may be removed from the premises until full payment of the order has been fulfilled.
- 2.3. The customer can reserve the item up to 6 months in advance, however, you can also select an item and hire it on the same day.

3. Payment/Deposit

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 sent out/signed, The Customer agrees to pay to





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VIETCHARM a late fee with (Check one) A\$ 25 and this Agreement will be suspended and is considered as the cancellation.

3.2. According to a schedule.

- Deposit payment. \$ _____ upon the execution of this Agreement on _____ until the purchase price has been paid in full.
- Full Payment for the Items.

3.3. Online Banking Details:

<p>Account name: Yen Nguyen Company name: Vietcharm- Ao Dai House Bank: Commonwealth Bank BSB number: 063-248 Account number: 1053 0434 Pay ID: 0449144568 (VIETCHARM- AO DAI HOUSE) Reference the payment with ...VC(your name).....</p>

4. Delivery.

- 4.1. VIETCHARM will contact the Customer by phone or e-mail approximately **24 hours** before the Product is complete to schedule a pick-up time. Please note that pick-up must take place during VIETCHARM’s standard business hours.
- 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. 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.
- 4.4. 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.





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4.5. VIETCHARM is not responsible for delays in the delivery of the Product outside its control, such as postal or courier delays, hurricanes and other natural disasters, or any other unforeseen.

5. Right to Refusal and Termination of Contract & Service

VIETCHARM adopts a policy of refusal and/or termination, under appropriate circumstances at its sole discretion.

Circumstances include conflict of interest, infringement of data rights, abuse of system data, products & services, features and functions and can include the legal policies of the countries concerned.

VIETCHARM may also at its sole discretion limit access to the Platforms and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

6. Dry Cleansing.

The item is cleaned before receiving a period with experienced cleaners who are familiar with special care instructions. After post-purchasing, The Customer has full cleansing care of the product, the VIETCHARM does not have the responsibility for any method that results in permanent damages.

7. Fit Guarantee

7.1. We do not provide a fit guarantee for customers.

7.2. We do not allow customers to alter or fix the rental dress in anyways

8. Rental Returns

8.1. Date and Time

Our rental is for a 5-day process with 4 rental days in Victoria state. We recommend you pick up your order 1-2 days before the event to ensure you have plenty of time to get your perfect look.

Day 1: Retrieve the item and try it on

Day 2: Prep for the big day





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Day 3: Wear it (and work it) at your event

Day 4: Cleaning the dress

Day 5: Return your rental item to our boutique.

For Interstate, the rental will be counted from the day delivered. All the rental services need to be booked for express shipping (3-5 business days shipping). Thus, the total day will be 10 days.

Day 1: Request and make payment order

Day 2: Shipping time (3-5 business days)

Day 3: Received and tried it on

Day 4: Prep for the big day

Day 5: Wear it (and work it) at your event

Day 6: Cleaning the dress

Day 7: Post your rental item to our boutique.

- 8.2. If there is a delay in returning the product, the Customer must contact VIETCHARM immediately. Depending on the circumstances, an additional fee may or may not be applied. **A late fee of 15% of the hire price per day** will be applied for late returns, which is effective starting the next day of the final return date.
- 8.3. For the interstate rental, **the rental time is 10 days**, if the dress is unfit absolutely, we can exchange the size (if have one) or style but it needs to be in the retail period. The customer has the responsibility to ship it back to us and the Shipping fee for the new one by express. Once we receive the shipping confirmation, we will send you the new one.
- 8.4. If The Customer fails to return the rental item(s) within three (3) days of the provided return date without making an official statement, VIETCHARM will declare the rental item(s) non-returned and hold the whole 100% deposit that The Customer has already paid.
- 8.5. In-store returns
- 8.5.1. Regarding in-store item drop-off, The Customer is expected to return the item within the opening hours on the last day of return. If the return date falls on the day that VIETCHARM's store is closed, the next day will be the required return date.





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8.5.2. An appointment must be booked to proceed with the review and evaluate the returned item(s) and refund.

8.6. Post returns

8.6.1. Once delivery has been made to your nominated address you bear all responsibility for your product. If you have opted to have your product delivered to your work address in the mailroom, responsibility is passed to you as soon as the mailroom has signed for the product.

8.6.2. A secure shipping address is highly recommended when placing your order. If an insecure shipping address is provided Vietcharm does not bear any responsibility for the product left unattended. If you are unavailable to receive the item, VIETCHARM will not be held responsible for additional shipping delays or additional shipping charges passed on by the delivery service.

(Check one)

VIETCHARM will make the Goods available for Customer pick-up on or before [redacted] at the following address: [redacted]

VIETCHARM shall ship the Goods to The Customer on or before [redacted] to the following address: [redacted]

9. Shipping Cost

9.1. Postage fee must be paid by The Customer.

9.2. The Customer is responsible for confirmation with VIETCHARM of the receiving of the delivery. If there is/is no notice to VIETCHARM on the delivery date, VIETCHARM considers The Good(s) had been received by The Customer and this agreement will be completed.

9.3. 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.





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9.4. 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.

9.5. 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.

9.6. 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 including AUSPost, DHL, TNT)

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

10. Right of Inspection (Check one)

- It shall constitute an acceptance of delivery of the Goods once The Customer has picked up the Goods at the specified location.
- It shall constitute an acceptance of delivery of the Goods once The Customer has received the Goods at the specified location.

11. Refund/Cancellation and Exchange Policy

11.1. If we are **unable** to process your order for any reason, the deposit will be refunded.

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

11.2.1. For In-store, all hired items are **non-refundable** after leaving VIETCHARM's premises. Customers are required to check for any damages, or faculties on the product before completing the item. The Customer will hold responsibility for any damages incurred after the product leaves our premises.

11.2.2. For Online, you can choose between a **refund or exchange** where items are faulty, have been wrongly described, or differ from what you purchased on the website.

11.3. A **\$25 cancellation fee per order** applies to all cancelled pickup dresses. If your event is cancelled or you cancel your hire, VIETCHARM will happily refund the rental amount minus the \$25 cancellation fee. Cancellations must be advised 48 hours before the Pickup





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Booking start date, before the item is collected by the customer or posted to the customer.

- 11.4. VIETCHARM does **not offer refunds** for any reason for cancellation of items after you pick them up and cannot accommodate requests for changes in those circumstances.
- 11.5. VIETCHARM reserves all rights to **refuse** any requests for variations submitted after the confirmation date.
- 11.6. 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 an unexpected late return by the previous customer or damage to an item. In this case of a cancellation, The Service Provider offers a full refund, store credit or the option to exchange for another item.
- 11.7. **For the exchange**, We're happy to send you the best-fit size and do an exchange! Otherwise, we only replace other items if we don't have different sizes with the same items.
- 11.8. **As such, you will be responsible for paying for your shipping costs to exchange your item.**
- 11.9. We can support you by shipping the exchange items once you send us the tracking number confirmation for the return item. But in this case, we **cannot guarantee** that the items will come on time for the exchange of products.

12. Damage to hired Items/Lost and Stolen hired Items

- 12.1. We expect our customers to take reasonable care of the hired item. However, some damage may occur. For minor damage, VIETCHARM will not charge customers. If major damage occurs, depending on the item's condition, VIETCHARM will require the customer to pay **fifty dollars (\$50) or 100% full price** and The Customer can keep the item.
- 12.2. If the item gets lost, stolen or damaged beyond repair, whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the customer then VIETCHARM will keep **100% of the total price** of the product(s) that The Customer already deposited before.

13. Photo Licensing





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- 13.1. 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, title, and interest, 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.
- 13.2. VIETCHARM can use your Photos as customer feedback in social media and marketing campaigns.
- 13.3. Make sure your Instagram and Facebook account is 'public' so that we can see your photos and **tag us** (@vietcharmaodaihouse on Facebook and @vietcharm.aodai on Instagram) so we can see your beautiful photos

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 by, 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!

The Customer Signature

Date





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The Customer Name



The Provider Signature

Date

The Provider Name

