



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



# CUSTOMER 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 - 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.

- 1. The Designer was known as Vietcharm Ao Dai House - VIETCHARM who has the necessary qualifications, experience and abilities to provide services to the Customer.
- 2. The Customer was known as Miss/Mr/Mrs/Ms....., who agreed to receive the services provided by the Designer.

**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.**





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VIETCHARM agrees to sell and The Customer agrees to purchase the following items with the following quantities and at the prices (the "Goods"):

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





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

## 2. Purchasing

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

- pay **100% of the total price** of the Order- Good(s)
- pay **100% for alternative service fees**, such as alteration / custom-to-size / change to Custom Design Agreement.

2.2. 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.

2.3. 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)

### 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 or 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**





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BSB number: **063-248**  
Account number: **1053 0434**  
Pay ID: **0449144568**  
Reference the payment with **...VC1(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 the Customer's requests 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 the 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 or before \_\_\_\_\_ to the following address:

\_\_\_\_\_





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## 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 right to choose your own 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 a 5kms radius from our shop address
  - \$7 - under a 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)

## 7. Right of Inspection (Check one)

- It shall constitute an acceptance of delivery of the Goods once The Customer has picked up the Goods at VIETCHARM's premises.
- It shall constitute an acceptance of delivery of the Goods once The Customer has received the parcel.





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## 8. Fit Guarantee

- 8.1. ONLY interstate customers, who are unable to try on dresses/book a fitting appointment in-store at Melbourne, are entitled to a Fit-Guarantee.
- 8.2. We only provide a fit guarantee for customized and exclusive collection items ONLY to interstate and/or international customers.
- 8.3. Fit-Guarantee ONLY applied when/if The Good(s) do/does not fit, VIETCHARM will provide: (Check one)  Store credit  Choose a different size (if we have others size)  Refund
- 8.4 For the out of collection products, we ONLY provide (Check one)  Store credit  Choose a different size (if we have other sizes)

## 9. Return & Refund Policy

- 9.1. VIETCHARM is happy to refund within **5 days** from the receiving date. Once VIETCHARM receives your parcel, the refund will be automatically processed.
- 9.2. The item returned must be unused, with the original tag and original packing. We do not accept returns on items that have been worn, damaged, washed or altered in any way.
- 9.3. The following items cannot be returned: jewellery, accessories, traditional shoes, bags, scarves, headbands.
- 9.4. Items on "as it" or sale from 25% and above cannot be returned or refunded.

### Note:

- Please do not send your return items to the address on your package. Always check and read the confirmation of return details provided by VIETCHARM before shipping.
- Please double-check your returns before shipping out. VIETCHARM will not be held responsible for the return of non-Vietcharm Ao Dai House products.
- If you received damaged/defective items, please contact VIETCHARM as soon as possible for assistance.
- The Customer is responsible for the shipping cost of returned items.

9.5. **Refund methods:** The refund will be processed to your  **online banking** or by  **cash** as per agreement/confirmation between The Customer and VIETCHARM. (Check one)

9.6. Returns will be processed within 10 days from the date we received your parcel. This is an estimated timeframe to accommodate current situations.





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9.7. Other options (check one):  Store credit  Choose a different size (if we have other sizes)

## 10. Exchange Policy

- 10.1. VIETCHARM accepts an exchange ONLY for the same item in different sizes and there will not be any additional charges.
- 10.2. Exchange items need to be the same price or above ONLY.
- 10.2. Items for exchange must be unused, with the original tag and original packing. We do not accept returns on items that have been worn, damaged, washed or altered in any way.
- 10.3. If the new item is a different product (including a different colour) and there is a price difference The Customer may need to pay the difference or receive a partial refund.
- 10.4. Items on sale from 25% and above cannot be exchanged.
- 10.5. Other options (check one):  Store credit

## 11. Alternation

11.1 We offer alteration for the items and the cost is not included in the purchase price. Each service will charge \$5 for the alteration fee.

## 12. Cancellation Policy

- 12.1. If we are **unable** to process your order for any reason, the deposit will be refunded.
- 12.2. All items purchased are non-returnable after leaving VIETCHARM's premises.
  - 12.2.1. 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.
  - 12.2.2. For online purchasing, you can choose between a **refund or exchange** where purchasing items are faulty, have been wrongly described, or differ from what you purchased on the website by 90% (the colour may be different from the photos)
- 12.3. A \$25 cancellation fee will be applied to all cancelled pick-up dress appointments if the Customer cancels your purchase before the appointment date. VIETCHARM may happily refund the purchasing amount minus the \$25 cancellation fee.

Note: We do not refund the 30% non-refundable Deposit for order products.





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- 12.4. Cancellations must be advised 48 hours before the Pick-up appointment date or before VIETCHARM's shipping date/schedule.
- 12.5. VIETCHARM does not offer refunds for any reason after you pick up your item(s). Store credit or exchange will apply ONLY.
- 12.6. VIETCHARM reserves all rights to refuse any requests for variations submitted after the confirmation date.
- 12.7. VIETCHARM reserves the right to cancel the product(s) at reasonable notice. Reasons for cancellation may include (but are not limited to): the item being unavailable due to an unexpected late return by the rental customer, delays in shipping, damages or faulty found. In this situation, VIETCHARM may offer a full refund, store credit or exchange for another item.

**13. Warranties. (Check one)**

- NO warranties, selling the goods "as is" for "sale off products" and non-exclusive items. The Customer acknowledges that it has not relied on, and VIETCHARM has not made any representations or warranties concerning the quality or condition of the Goods, and it is purchasing the Goods on an "as is" basis. VIETCHARM expressly disclaims all warranties, whether express or implied, including any implied warranty of merchantability or fitness.
- YES, VIETCHARM provides warranties. VIETCHARM gives **05 days** 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: \_\_\_\_\_

**14. Security Interest**

The Customer hereby grants to VIETCHARM a security interest in the Goods, until The Customer has paid VIETCHARM in full for the Goods. The Customer must sign and deliver to VIETCHARM any documents needed to perfect the security interest in the Goods that VIETCHARM reasonably requests.







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## **15. Seller Representations and Warranties**

- 15.1. VIETCHARM warrants that the goods are free, and at the time of delivery will be free, from any security interest or other lien or encumbrance.
- 15.2. VIETCHARM warrants that there are no outstanding titles or claims of title hostile to the rights of VIETCHARM in the Goods.

## **16. Intellectual Property**

Users acknowledge that VIETCHARM owns all rights, title and interest in all intellectual property rights, including all contents, logos, product designs, trade names, trademarks and service marks, and any content, data, software, technology, tools or business methods used by VIETCHARM to develop, promote, market, sell, and distribute the Products (collectively the "VIETCHARM Intellectual Property").

VIETCHARM does not accept commissions to create copyright works other than to agree to licence Design Works developed and selected by VIETCHARM for delivery to the Client. This overrides section 21(3) of the Copyright Act 1994 by section 21(4) of that Act(b).

The Client warrants that:

- (i) It owns or is lawfully authorised to use any pre-existing Intellectual Property Rights in materials supplied by the Client to VIETCHARM; and
- (ii) VIETCHARM is fully entitled to use those materials without restriction, for the purposes of this Agreement; and
- (iii) It will ensure that the Design Works are not altered in any way, at any time, without prior written consent from VIETCHARM.

Any Intellectual Property breach will result in the immediate termination of access to the Platforms.

## **17. Dry Cleansing:**

- 17.1. The item is cleaned before delivery to The Customer.





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- 17.2. For post-purchasing, The Customer has full cleansing care of the product, VIETCHARM does not have the responsibility for any method that results in permanent damages.
- 17.3. The Customer must follow the wash and care condition on the cloth tag!

## **18. Photo Licensing**

- 18.1. The Customer 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. The Customer agrees that VIETCHARM can use your Photos as customer feedback in social media and marketing campaigns.

## **YOU MUST AGREE TO THE FOLLOWING BEFORE ORDERING/SIGNING:**

- By submitting payment, I agree to all VIETCHARM policies
- On the order/confirmation date, you agree to pay a non-refundable deposit amounting to 30% of the total price of the ordered product(s) ONLY and pay 100% as set out in the order.
- 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 an alteration service
- I understand that the average dress takes up to 2 weeks after finalizing alteration (unless the rush fee has been paid)
- I have full responsibility after the dress has been received/delivered from/by VIETCHARM- AO DAI HOUSE.
- I understand that I cannot change my measurements when my design has been processed
- I understand that I cannot change my purchase once full payment has been paid and the design has been confirmed after 48 hours.
- I understand that the non-exclusive item will not have a warranty or refund. ONLY exchange and store credit notes will be acceptable





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- I understand that the colour and material of fabrics will be not exactly 100% as the image because it will depend on the fabric seasons and edited photos.
  - Exchange/ refund or credit note will be redeemed for the first purchase date.
  - I understand that any delayed information requested for my order/design will lead to a delay of processing products and delivery time. I have full responsibility for this issue.
  - I understand No refund or exchange for Sale items of 25%OFF or more.

### **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!*

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The Customer Signature

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Date

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The Customer Name





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The Provider Signature

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Date

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The Provider Name

