

Linda Gorringe Couture – Policies

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CONDITIONS OF USE

The Linda Gorringe Couture web site is owned and operated by Mezzanine Fashion Pty Ltd T/As Linda Gorringe Couture (herein after referred to as "Linda Gorringe Couture").

These terms and conditions ("Terms") govern your use of the Linda Gorringe Couture website and the purchase of any goods or service from Linda Gorringe Couture. By placing an order with Linda Gorringe Couture, you express your understanding and agreement that you are bound by these Terms. If you are unwilling to be bound by these Terms, you may not purchase through the Linda Gorringe Couture website.

Order Validation and Acceptance

When you place an order through Linda Gorringe Couture, we may verify your method of payment and shipping address before processing your order. Your placement of an order via the Linda Gorringe Couture website is an offer to purchase our products. Linda Gorringe Couture may accept your order by processing your payment and shipping the product or may, for any reason, decline to accept your order or any part of your order. No order shall be considered to be accepted by Linda Gorringe Couture until the product has been shipped. If we decline to accept your order, we will attempt to notify you using the e-mail address you have provided with your order.

Capacity

The products on the website are only available for sale to individuals who can make legally binding contracts. The products are not available to persons under the age of 18 years and any other persons who are legally prohibited from entering into binding contracts.

Quantity Limitations

Linda Gorringe Couture may limit or cancel quantities available for purchase on any order on any basis, and to alter the availability or duration of any special offers at any time. Linda Gorringe Couture may reject any order, or any part of an order.

Electronic Communication

When you place an order through the Linda Gorringe Couture website, you are required to provide a valid e-mail address, which we may use to communicate with you regarding the status of your order, advise you regarding shipment of back ordered products, and to provide you with any other notices, disclosures or other communications relating to your order. You agree that Linda Gorringe Couture will not be responsible for any damage you incur, or information you do not receive, as a result of your failure to provide a valid e-mail address.

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Product Display/Colours

Linda Gorringe Couture attempts to display as accurately as possible the colours of the products shown on the Site. However because the colours you see will depend on many factors, including your monitor or printer, Linda Gorringe Couture cannot guarantee that the colour you see matches the product colour.

Pricing and Product Information

Linda Gorringe Couture makes every effort to provide current and accurate information relating to products, services, and prices displayed on the Linda Gorringe Couture website, but does not guarantee the currency or accuracy of any such information. Information relating to Linda Gorringe Couture's products is subject to change without notice. Prices are subject to change at any time prior to Linda Gorringe Couture's acceptance of your order. In the event we discover a material error in the description or availability of a product or service that affects your outstanding order with Linda Gorringe Couture, or an error in pricing, we will notify you of the corrected version, and you may choose to accept the corrected version, or cancel the order. If you choose to cancel the order, and your credit card has already been charged for a purchase, Linda Gorringe Couture will issue a credit to your nominated account for the amount of the charge.

Goods and Services ("GST") and Other Taxes

Prices displayed on this website are inclusive of Australian GST applied at the rate of 10%. For purchases delivered to an Australian address GST will be applied in the normal course as for in-store purchases. For purchases to be delivered outside of Australia GST will be removed at the Checkout stage of the purchase.

You are responsible for any taxes, duties or other liabilities imposed by any governmental agency, including without limitation, any customs duty, goods and services taxes or any value added tax imposed on any products or services acquired or ordered by you from this website.

Security and Privacy

Linda Gorringe Couture follows the industry standard, Secure Sockets Layer protocol, "SSL," for the transfer of sensitive data over the internet. When entering your credit card number online, a "key-lock" icon will appear in the bottom right of your browser window. This icon is your confirmation that SSL has been activated for the transfer of your personal information. A second indication of SSL activation is that the displayed URL will begin with "https". Linda Gorringe Couture does not hold credit card information.

Limitation of liability

Linda Gorringe Couture will in no way be liable for any direct, indirect, incidental, special or consequential damages, resulting from use or inability to use the website or for the cost of procurement of substitute products or resulting from any products purchased or obtained or messages received or transactions entered into through the website or resulting from unauthorized access to or alteration of your transmissions or data or of any information contained on this website, including but not limited to, damages for loss of profits, use, data or other intangible, even if Linda Gorringe Couture has been advised of the possibility of such damages.

Where any Act of Parliament implies in the Terms and Conditions any term, condition or warranty, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in the Terms and Conditions, however, the liability of Linda Gorringe Couture for any breach of such term, condition or warranty shall be limited, at the option of Linda Gorringe Couture, to any one or more of the following:

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- if the breach relates to goods:
 - the replacement of the goods or supply of equivalent goods;
 - the repair of such goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; and
- if the breach to relates to services:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.

Disclaimer

While the information contained in the website is believed to be accurate and current, it is provided by Linda Gorringe Couture in good faith on an "as is" basis. Linda Gorringe Couture, its' directors, officers or employees make no representation or warranty as to the reliability, accuracy or completeness of the information contained on the website and none of them accept any responsibility arising in any way (including negligence) for errors in, or omissions from, the information contained in the website.

To the extent (if any) that the content of the website does not satisfy the laws of a country other than Australia, it is not directed to persons in those countries and they should not use the website.

Links

The website contains links to websites not maintained, controlled or associated with Linda Gorringe Couture and it does not make any endorsement, or any representation as to the accuracy, of information contained on those websites. Linda Gorringe Couture will not accept any responsibility for the accuracy, ownership or any other aspect of the information contained on those websites.

Copyright

Linda Gorringe Couture is the copyright owner of the content of the website or is licensed by the copyright owner to use the content on the website. Except as permitted by the Copyright Act 1968 (Cth) no part of the website may be reproduced, adapted, performed in public or transmitted in any form by any process (graphic, electronic or mechanical, including further copying, recording, taping or by a storage and information retrieval system) without the specific prior written consent of Linda Gorringe Couture.

Viruses

Linda Gorringe Couture does not represent that any information (including any file) obtained from or through the website is free from computer viruses or other faults or defects. It is your responsibility to scan any such information for computer viruses. Linda Gorringe Couture will not be liable to you or to any other person for any loss or damage (whether direct, indirect, consequential or economic), however caused and whether by negligence or otherwise, which may result directly or indirectly from any such information. To the extent that any liability may be imposed on Linda Gorringe Couture (Mezzanine Fashion Pty or related entities), it shall be limited to the cost of re-supplying that information.

Applicable law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Victoria, Australia.

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PRIVACY POLICY

How we respect your privacy.

1. How is personal information collected?

In order to provide customers with a quality service, Linda Gorringe Couture offers customers the ability to purchase product in-store and online through LindaGorringeCouture.com.au, subscribe to our newsletter, and receive information about promotions. In order to provide these services, Linda Gorringe Couture collects personal information about customers. Collection of this information will occur at the time you request an appointment, enquire about products and services, purchase products and services, or register to receive information about promotions.

2. What personal information does Linda Gorringe Couture collect and why?

If you request an appointment, enquire about products and services, purchase products and services, or register to receive information about promotions we need to collect personal information about you, which may include your name, address, email address, telephone number(s), and details about your wedding or occasion. The reason we need this information is so we can make arrangements with you during the making of your garment, send you details of your purchase, send you your purchase, to notify you in the case we cannot fulfil your order, or to send you information about promotions. We also need some of this information in order to process your online credit card payment. You may request variation, amendment or deletion of your information at any time by contacting us at info@lindagorringecouture.com.au.

3. Will personal information be given to anyone else?

Linda Gorringe Couture will not sell or trade personal information about you to or with third parties. Linda Gorringe Couture will only disclose information about you, if you have given your consent, so that you can be provided with promotional material and special offers. Otherwise, Linda Gorringe Couture will only disclose personal information if this is required by law or permitted under the Privacy Act.

4. Security of personal information

Linda Gorringe Couture protects the personal information it collects in a secure database, which can only be accessed by employees with the highest security clearance. Linda Gorringe Couture employees are required, as a condition of their employment, to treat personal information held by Linda Gorringe Couture as confidential, and to maintain the confidentiality of that personal information.

5. Access and correction

As a Linda Gorringe Couture customer, you are able to access or correct the personal information that Linda Gorringe Couture holds about you at any time (during normal business hours) by contacting us at info@lindagorringecouture.com.au, calling us on +61 3 9654 7335, or faxing us on +61 3 9650 0157.

6. Online collection of personal and non-personal information

Our website also collects other information - some of this is personal information, and some is not. For each visitor to our website, our server automatically recognises and stores the visitor's domain name, but not their email address. In addition, our website uses cookies. Most web browsers are set by default to accept cookies. However, if you do not wish to receive any cookies you may set your browser to either prompt or refuse cookies. Please note that rejecting cookies will disable your browser from purchasing products from our website and will restrict the functionality of the website as a whole. We also use cookies for tracking the statistics of our website. This allows us to better understand our users and improve the layout and functionality of our website.

7. Secure Online Transactions

If you make a purchase through our website, we process your credit card details securely over the Internet using an accredited Internet payment security system. With the combination of encryption

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provided by a third party and a secure browser at your end, we take all measures to ensure that your credit card and anonymity are protected when you purchase online.

8. Additional privacy information

Linda Gorringer Couture may change its Privacy Policy at any time. Linda Gorringer Couture will make available this policy to anyone who requests it.

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ORDERING & SHIPPING

Ordering

Can I order by phone or fax?

To ensure you receive your order as quickly as possible, we recommend you make your purchase via the Shopping Cart on the Linda Gorringe Couture website. However, if you are not able to access the site, Linda Gorringe Couture is happy to take your order by phone. Unfortunately, in order to protect your security, we do not accept faxed orders. Please feel free to contact us on +61 3 9654 7335. Our opening hours are listed on our website (we are open Monday – Saturday). Outside of normal hours you may leave a message and a Linda Gorringe Couture representative will be more than happy to return your call to take your order or enquiry.

What forms of payment do you accept?

Linda Gorringe Couture accepts MasterCard, Visa, American Express and Direct Credit Transfers (electronic or in-branch). We do not accept cash, cheques or cash-on-delivery (C.O.D.).

If you would like to pay by Direct Credit Transfer please telephone or email us your details and we will contact you to enable completion of your order. Once we have confirmed that we have received your payment we will dispatch your product.

Shipping

Domestic Shipping (Australia)

At Linda Gorringe Couture we are committed to delivering you only the highest quality accessories. We choose to use Australia Post's Express Post and Registered Post services to ensure your goods arrive as quickly and safely as possible.

Smaller items such as jewellery, bags and purses and faux fur wraps are shipped by Express Post at a fixed charge of \$15.00, subject to the item, or items collectively, fitting in a 3kg Express Post satchel. If additional shipping costs are payable we will contact you as soon as possible to discuss alternative shipping options and costings. Delivery times for Express Post are 1 – 3 days depending on your location in accordance with the Express Post Network delivery schedule.

We ship larger parcels (eg. bridal gowns, fuller evening gowns, or anything larger than a 3KG Express Post bag will accommodate) via Registered Parcel Post. This takes between 2 days and 7 days depending on where you are in Australia. Registered Parcel Post must be signed for by the addressee, with proof of identity. Shipping charges vary by State and are set out in the table below.

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Shipping Rates (Australia)

Delivery Service Type	<u>LARGE ITEMS</u>	<u>SMALL ITEMS</u>
	Registered Parcel Post	Express Post
Victoria	\$30	\$15
New South Wales	\$30	\$15
Aust. Capital Territory	\$30	\$15
South Australia	\$30	\$15
Queensland	\$40	\$15
Tasmania	\$40	\$15
Western Australia	\$50	\$15
Northern Territory	\$50	\$15

International Shipping

We are not currently able to ship bridal gowns outside of Australia. When we are able to be more certain about the significant international customs and tax issues we will review and publish an appropriate policy.

For smaller items such as jewellery, bags and purses and faux fur wraps, Linda Gorringe Couture offers worldwide international shipping by Australia Post Registered Post International. Delivery times vary depending on your country and location within that country (eg. Outside a major metropolitan area will take longer). Typical delivery times are set out in the table below, but occasionally items can be delayed with customs for up to several weeks. In transit tracking is not provided for your package. We can only confirm delivery.

Region	Shipping Charge	Shipping Time
New Zealand	\$30	3 – 4 days
US / Canada / Asia Pacific	\$40	4 – 6 days
UK / Europe	\$50	3 – 5 days
Middle East / Africa	\$50	4 – 6 days
Anywhere else not covered above	\$50	5 – 10 days

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Calculating Your Order Cost in a Foreign Currency

All prices on our site are listed in Australia dollars, and charged in Australian dollars. The exact exchange rate that you will pay is determined by the bank that has issued your credit card, but in general it will match very closely with the going exchange rates. The following web page features a quick, easy, & free foreign exchange rate calculation using up-to-the-minute exchange rates:

[XE.com - Foreign Exchange Rate Calculator](http://XE.com)

Risk and Title

Linda Gorringe Couture will retain title to the products you order until you have made payment in full for those products, but all risk in the products will pass to you upon their delivery to or collection by a postal or courier service. You should consider whether to obtain any suitable insurance.

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RETURNS AND REFUNDS

Linda Gorringe Couture wants to make sure you're happy with each and every purchase. If you're not satisfied with what you've bought, you can return it within 14 days for a full credit or exchange less any shipping costs. The item must be unused and in its original condition and still have the original tags it was purchased or shipped with. Please note that specific restrictions apply to Clearance Stock and Sale Items.

For goods purchased on-line, by telephone, email or mail, you must email us at info@lindagorringecouture.com.au within 7 days from date of purchase and on receipt we will confirm with you that the item can be returned or exchanged. Please ensure you include your full name, purchase method, date of purchase and whether you would like to return for credit or exchange the item.

Please note that due to health and hygiene regulations we are unable to accept any return or exchange of any earrings.

All items that are returned MUST be posted via registered post. If Items are not received for any reason Linda Gorringe Couture is not liable for a refund of the purchase.

You are free to choose a full credit or you can exchange for another item. If Linda Gorringe Couture believes that an item has been damaged or used we have every right to return the item back to you with no refund or exchange.

Return the item by Registered Post to:

Linda Gorringe Couture

The Block Arcade

100 Elizabeth Street

Melbourne VIC 3000

Product Warranties

Linda Gorringe Couture strives to provide customers with only the highest quality products and services. Warranties are specific to each manufacturer and will be included with your package should the designer have a standard warranty procedure.

In the rare event that products purchased through Linda Gorringe Couture are damaged through manufacturing faults, please contact us at info@lindagorringecouture.com.au with your name and receipt number as well as details of the fault and we will contact the designer on your behalf to assess whether a replacement item can be sourced for you. Please note we cannot guarantee a replacement product can be sourced due to the one-off nature of some of the products offered.

Returns of Defective Products

At Linda Gorringe Couture we are committed to selling only first-quality, genuine designer accessories. Quality checks are conducted on each item before sending to ensure that all products are free from manufacturing faults. If for any reason your products are damaged when you receive them please contact us immediately and we will assist you with a replacement if it is available.

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Please contact us at info@lindagorringecouture.com.au with your name and receipt number outlining the issue and we will contact you straight away to organise a replacement if available, exchange, or refund of purchase price.

Clearance Stock and Sale Items

There are no returns on Clearance Stock or Sale Items. Please choose carefully!

Clearance Stock gowns offered for sale at a considerable discount. The gowns are floor samples, one-off design samples and stock that we can no longer offer at full price. They are not in pristine condition and are offered on an “as is” basis. We strongly recommend coming in to the store to view and try-on your selected gown. If you are unable to, or choose not to, view and try-on the gown before you purchase you do so at your own risk.

Please note that all sales are final and you are not entitled to a refund or exchange except as provided for by law.

We do not guarantee availability of your selected gown. Please contact us to confirm availability of your selected gown prior to visiting the store. We endeavour to keep our on-line Clearance Stock selection up-to-date but do not guarantee availability of any item at any time. You must have an appointment to view and try-on gowns in the store.

If you choose to buy your gown on-line without a physical inspection of the gown you acknowledge that you accept the risk of doing so and that you are not entitled to a refund or exchange other than provided for by law.

Sale Items are any item that is offered at a discount of more than 10.0% off the regular retail price. These items may have been in stock and on shop display for a significant length of time. The items may be slightly shop soiled and no longer in pristine condition but are free of defects. These Sale Items are therefore offered at a significant discount. In choosing to purchase any Sale Item, you acknowledge the condition of the item and acknowledge that you are not entitled to any refund, credit note or exchange other than provided for by law.