

## **TERMS AND CONDITIONS**

This website is owned and operated by Delphine The Label.

Delphine The Label refers all visitors to the below Terms and Conditions. Your access to our website and use of our service is contingent upon your thorough reading of this document. Once you engage in our service, you are assumed to have read and understood the following and are therefore bound by it, at all times.

Any reference to 'we', 'our' or 'us' refers to Delphine The Label. Any reference to 'you' or 'your' refers to our website visitors and Delphine The Label customers.

### **THE DELPHINE THE LABEL SERVICE**

Delphine The Label is an Australian women's fashion label, focusing on contemporary style and luxurious quality.

We provide an online shopping service available to users worldwide.

We reserve the right to make amendments to our service at any time or refuse service to any person or persons who we deem as having misused our service or products, used them in contravention of our Terms and Conditions or used them in an illegal or otherwise prohibited manner.

### **ORDERS AND PAYMENT**

All products and prices are displayed on our website in AUD. Orders must be paid for in full at the completion of the checkout process. Throughout checkout, we will request various pieces of personal information from you. This information is necessary to confirm and carry out your order. The withholding of one or more of these pieces of information may impact your ability to successfully place an order with Delphine The Label.

We accept PayPal, Visa and MasterCard. If you are ordering from a destination other than Australia, the AUD amount of your order will be converted into your local currency by your financial institution. Delphine The Label is not responsible for any fees associate with this.

All orders will be confirmed via e-mail, which will include an order number. This will need to be quoted in any correspondence with Delphine The Label regarding your order. Please ensure you check all details of your order carefully at this point, especially your delivery address. We are unfortunately unable to re-route orders once they have left our headquarters.

## **CANCELLATION**

If you wish to cancel an order, please contact us within 24 hours after confirmation. We will make every attempt to comply with your request- however we cannot

guarantee that we will be able to cancel your order. Once orders have been packaged and shipped, we cannot cancel or amend them.

If Delphine The Label needs to cancel your order, for whatever reason, we will provide an immediate and full refund to you, via your original method of payment.

## **AUSTRALIAN DELIVERY**

Delphine The Label ships all orders via Australia Post or other secure and reliable private courier companies.

We offer free Registered Express Post on all orders over \$250, and all orders under \$250 pay a flat rate fee of \$10 with delivery guaranteed within 1-2 business days, - if your order is confirmed before 2pm Australian Eastern Standard time.

Please be advised that orders placed on weekends will not be processed and shipped until the following Monday.

These delivery times are merely intended as a guideline. There may be delays that occur, which are out of our control. We always attempt to ensure orders leave our headquarters as soon as possible, however we cannot be accountable for delays that occur due to circumstances beyond our direct control.

Delphine The Label will not be responsible for orders that are damaged or lost in transit. If your order is damaged or does not arrive, we recommend that you contact Australia Post or the courier company directly to remedy the issue.

In the instance of lost or damaged orders, Delphine The Label may replace your order, at our sole discretion. Please do not contact us about missing orders until the prescribed delivery timeframe has lapsed. We will not action any orders until such time has passed, or until customers have approached the postal service responsible for their order.

## **INTERNATIONAL DELIVERY**

Delphine The Label is thrilled to offer international delivery on all orders. We charge a flat rate of \$15 to New Zealand, \$20 to Asia, and \$30 for all other countries. You can expect your order within 7-10 business days.

## **CUSTOMS DUTIES**

If you are ordering from a location other than Australia, you will be responsible for any customs duties, taxes or levies that may be associated with delivery in your local country.

Delphine The Label is not responsible for being aware of, or reimbursing customers for any such fees. Please ensure that you are conscious of the customs protocols in your own country before placing your order.

## **RETURNS**

If you wish to return an item or items from your order, please notify us within 14 days of purchase, providing us with your reason for return. Returns for change of mind will be at our discretion. We reserve the right to refuse returns simply for change of mind.

If we are unable to remedy your complaint or issue to your satisfaction with a replacement or exchange we may offer a refund, which will be processed via your original method of payment.

In order to successfully obtain a refund for your purchase, garments must meet certain criteria. They must be returned to Delphine The Label within 14 days, in brand new and saleable condition, unworn and undamaged, with all original tags and packaging attached and intact. Return shipping costs will be the responsibility of the customer, unless Delphine The Label has faulted in sending an incorrect or defected item, which needs to be replaced.

Please return orders using a reliable, insured and tracked method of shipping. We will not action any returns that are not received by us at our Delphine The Label headquarters within the timeframe allowed.

Refunds may take up to 7 business days to be received.

## **PRODUCT DESCRIPTIONS AND PRODUCT CARE**

All items on our website are accompanied by detailed product descriptions and product care instructions. Please take note of our descriptions before making your selection. We are always happy to assist you in making your choice.

Customers must pay close attention to product care guidelines in order to maintain items and ensure longevity. Delphine The Label will not replace products that have been damaged due to misuse or non-compliance with our care and maintenance advice.

## **PROMOTIONS**

Delphine The Label loves to reward our customer by occasionally offering special offers and promotions.

Promotions may include: sales, discount codes or giveaways. Each promotion will have its own conditions or guidelines, which must be followed for valid redemption.

We may run giveaway promotions alone, or with other brands. Winners of giveaways will be announced via social media, and will need to contact us in order to claim their prize. If prizes remain unclaimed, we reserve the right to select another winner. Prizes are not transferable or redeemable for cash.

Discount codes must be applied correctly at the final stage of checkout. We will not apply codes retrospectively if you have failed to complete the relevant step during checkout. Only one promotional or discount code may be applied to each order.

Sales will only run for limited periods of time and may only apply to certain items.

We retain the right to suspend, cancel, lengthen or otherwise modify the application or conditions of any promotion, at any time, without consequence.

Furthermore, we reserve the right to limit the use of promotional or sale codes to full price items.

## **PRIVACY**

Our Privacy Policy will govern the use of your private or personal information, at all times. Please see this policy to learn more about how we collect and handle your information during your visit to Delphine The Label.

## **INTELLECTUAL PROPERTY**

Any original designs, images, photographs, illustrations, logos, texts or other intellectual property that Delphine The Label produces or publishes is our intellectual property and remains our copyright material at all times.

We may allow the gathering, storing, printing or copying of any of the aforementioned content for personal or individual use. We do not, however, allow any of this intellectual property content to be used in any of these ways for the purposes of advancing any business or in connection with any commercial or related venture.

We may take action against or refuse access to any person or persons who misuses our intellectual property or uses it for an illegal or otherwise prohibited purpose.

## **LINKS TO THIRD PARTY WEBSITES**

Delphine The Label may provide links or directives to third party websites as a means of information or marketing. These links and the following websites are not intended as representations of our brand, service, employees or opinions. Following links is at user discretion.

Delphine The Label is not responsible for policing the services, practices or policies of any third party service nor will we be held responsible for any loss, damage or otherwise that may occur through the use or misuse of third party services.

## **LIABILITY AND INDEMNITY**

To the maximum extent permitted by Australian State and Commonwealth law, Delphine The Label cannot be held liable for any loss or damage that users may suffer as a direct or indirect result of accessing this website or using the Delphine The Label service.

This includes, but is not limited to: special or consequential loss, loss of data, loss of savings, loss of opportunity or loss of profit.

## **RELIANCE**

Any content, information or otherwise provided through the Delphine The Label website, or that we provide through correspondence of any form, is strictly intended for general purposes only. Delphine The Label does not guarantee the accuracy, currency, reliability or completeness of the information or content.

Users rely on the information provided at their own risk and are therefore responsible for any consequences that flow from doing so.

## **WHOLE OF TERMS AND CONDITIONS**

Delphine The Label intends this document to comprise the entirety of the Terms and Conditions, which dictate the relationship between us and our users and customers.

Unless expressly stated, no other term, condition, assurance, representation, warranty or inference is intended to apply. The only exceptions that will apply are relevant and appropriate provisions of Australian State or Commonwealth legislation.

Severing or altering one section of this document will not render the rest of the document void. All remaining parts will continue to be valid and applicable in the event that one section is edited or removed.

## **CHANGES TO TERMS AND CONDITIONS**

Delphine The Label reserves the right to make changes to any part of our service, without notice or consequence. Any changes will be published in this document and will commence in their application immediately after publication.

Delphine The Label users are responsible for remaining up to date with these Terms and Conditions. Your continued access and use of our website indicates your acceptance and consent to any modifications made to our service or Terms and Conditions.

These Terms and Conditions are current as of June 2015. If you would like any further information about our Terms and Conditions, you are welcome to contact us and we will be happy to assist you.