

## ONLINE TERMS & CONDITIONS

MAY 2016

### TERMS AND CONDITIONS

#### 1. OUR AGREEMENT

Please read these Terms and Conditions and our Privacy Policy.

Together, these Terms and Conditions and the Privacy Policy

constitute the entire agreement (Agreement) between you and ALX

Pty Ltd (ALX). The Agreement governs ALX's obligations in respect of

advertising and selling online at this website alexperry.com.au (Site)

the high fashion women's clothing (Goods) made by ALX, your use of

the Site and any order for Goods (Order) that you place using the Site.

By using this Site and by ordering Goods from this Site you agree, by

your conduct, to be bound by these Terms and Conditions. We

recommend you print this Agreement at the time you place an Order.

If you do not agree to all the Terms and Conditions you must not, and

are not, permitted to use the Site.

In addition, if you cannot meet the Terms and Conditions including

any preconditions relating to age, then you must not and are not

permitted to use the Site.

## 2. MODIFICATIONS TO THE AGREEMENT

ALX may in its sole discretion, modify any part of the Agreement at any time by posting a revised Terms and Conditions or Privacy Policy on the Site.

You agree that all modifications are effective when posted.

## 3. PRIVACY

You agree that any information you provide to ALX is subject to ALX's Privacy Policy.

## 4. LIMITATIONS OF USE

You agree that you must not do any of the following while accessing or using the Site: (a) obtain access to, interfere with, or use without authorisation any non-public areas of the Site, or the computer systems or network owned or used by ALX;

(b) breach or attempt to breach any security measures of the system or network owned or used by ALX;

(c) use automated or other means to search the Site;

(d) scrape the Site;

(e) use the Site to send source identifying information including TCP packet headers or email headers which is false or changed; or

(f) interfere with, disrupt or attempt to interfere with or disrupt, the access of any user, host or network, including by sending a virus to, spamming, or overloading the Site, or by scripted use of the Site in such a manner as to interfere with or create an undue burden on the Site.

#### 5. ELIGIBILITY TO PURCHASE

When placing an Order you:

(a) must provide your name, phone number, e-mail address, billing information and all other information specified in the order form on the Site;

(b) warrant that you are the person referred to in the billing information provided;

(c) expressly authorise ALX to perform a credit check in relation to you;

(d) expressly authorise ALX to transmit or to obtain information (including any updated information) about you to or from third parties

including information about your credit/debit card number your credit report and credit worthiness, your identity and the authorisation of the transaction; and

(e) warrant that you are over the age of eighteen.

## 6. ORDERS

You agree that a contract for the sale of any Goods is only formed when:

- (a) the Goods are available;
- (b) you have placed an Order which complies with these Terms and Conditions, and
- (c) ALX has accepted the Order and has communicated its acceptance of the Order by confirmation email to you.

You agree that ALX is under no obligation to accept any Order placed by you.

## 7. AVAILABILITY

Whilst ALX makes every effort to ensure the availability of Goods offered for sale on the Site, ALX cannot and does not guarantee the

availability of Goods at any time. You agree that notwithstanding you may place an Order for any Goods, and ALX may have communicated its acceptance of such an Order, in the event that the Goods the subject of the Order are not available you have no rights against ALX in respect of the Order save for a full refund of any amounts which may have been paid by you at the time you placed the Order for the Goods.

#### 8. DELIVERY

Whilst ALX makes every effort to ensure that delivery times are adhered to, you agree that any delivery time specified in any Order or confirmation of Order is not guaranteed and may be changed in the sole and absolute discretion of ALX.

You agree that all delivery costs are charged in addition to the price of the Goods the subject of the Order and that delivery costs are as expressly marked at checkout.

#### 9. ACCURACY

ALX uses reasonable endeavours to ensure that all details, descriptions and prices which appear on the Site are accurate however, errors may occur. If ALX discovers an error in the price of any Goods that

you have ordered, we will notify you immediately and offer you the option to reconfirm your Order at the correct price or to cancel your Order. In the case that we cannot get in contact with you, we will cancel the Order and refund you in full.

The Site may contain errors and inaccuracies and we reserve the right to correct any errors or inaccuracies and to update information at any time without any notice.

If an order sent from ALX to the customer is not delivered for any reason including due to fault of the courier or delivery service, ALX must, subject the original conditions applicable to acceptance of the Order:

- (a) replace the item;
- (b) refund the customer in full, or
- (c) issue a credit note for the full amount.

ALX delivers nationwide with [Australia Post](#) and offers free shipping nationally to customers.

ALX does not deliver internationally for online sales.

ALX will work to dispatch the Goods the subject of your Order as soon as possible after acceptance of the Order and will notify you by email with the tracking number of consignment as soon as one is available.

Please allow up to 7 business days for delivery in metropolitan areas and up to 10 business days for delivery in remote areas. On a weekend or on a public holiday, the earliest available time for dispatch is the next following business day.

Once Goods have been dispatched, the delivery address cannot be changed so please ensure you have provided the correct details.

All deliveries of Goods require a signature upon receipt of delivery so please ensure the delivery address is attended between 9am to 5pm.

Deliveries cannot be made to Australian Post Boxes or Parcel Lockers.

If you provide a business address for delivery, please specify the name of the business.

If no one is available to sign for a delivery, Australia Post will leave an "attempted delivery" card. The parcel will be redirected by Australia Post to your local post office for you to pick up.

## 10. PAYMENT

The payment methods that we accept are Visa, MasterCard and PayPal. No Orders will be accepted until payment has been received in full. We may contact you to verify your personal details before dispatching your Goods for delivery.

## 11. DISCOUNT CODES

We may offer promotional discount codes to be used on the Site subject to special conditions specified at the time of issue.

## 12. RETURNS

Any Goods returned by a customer to ALX are at the sole risk and cost of the customer. The customer must bear the cost and expense of any loss of or damage to any Goods that are returned.

The customer must, and undertakes to ensure, that any Goods returned to ALX are sent by registered post with an effective tracking facility, and use the labels provided by Alex Perry with the original Order of Goods and include the completed return form.

## 13. CONTACT

To make enquiries or otherwise communicate with ALX, please use the following contact details:

Telephone: 02 93681008

Email: [alx@alxofficial.com](mailto:alx@alxofficial.com)

ALX

LEVEL 1, 60 RILEY STREET

DARLINGHURST, 2010, NSW

AUSTRALIA

ATT: ALX CUSTOMER CARE

#### 14.SALE ITEMS

Sale items are items that are discounted by 30% or more of the original recommended retail price (RRP). Sale items are final sales and cannot be returned.

ALX does not issue refunds or credit notes for any discounted items including for any items the subject of promotional discounts.

#### 15.CONSUMER GUARANTEES

ALX provides full refunds for Goods purchased online if the Goods:

- (a) are faulty, not of acceptable quality, or unsafe; or
- (b) do not match the description of the Goods given on the Site, or given to you by any ALX representative.

Goods that are damaged by you, or showing wear and tear are not faulty.

If you believe Goods purchased by you are faulty or do not match the description given by ALX, please contact Customer Care promptly.

Customer Care will provide you with a Return Authorization number (RA#).

ALX reserves the right to repair minor defects in Goods returned as faulty. You acknowledge and agree that you are obliged to accept Goods which have been the subject of any such minor repair.

#### 16. CHANGE OF MIND RETURNS

A "change of mind" return means any return by a customer of Goods that are not faulty and have not been misdescribed. ALX accepts change of mind returns for a full refund provided that the Goods were full priced items purchased online, and the following conditions have been met:

- (a) the customer has obtained a Return Authorization number (RA#) from ALX within 7 business days of receiving the Goods;
- (b) the Goods have not been worn, altered, damaged or washed;

(c) the Goods have all original tags attached to them;

(d) the Goods returned are in their original packaging;

If a change of mind return does not meet any one or more of the above conditions, the change of mind return will be rejected.

To ensure items are fit to be returned, we recommend that you:

(a) do not apply any body moisturisers before trying clothing on in order to avoid marking leather, silk, suede and other delicate fabrics;

(b) do not let make-up rub off on garments, and

(c) do not allow jewellery to catch on garments.

## 17. EXCHANGES

If you would like to exchange an item for another size or a different style please email [alx@alxofficial.com](mailto:alx@alxofficial.com) with details of your request.

Only full priced items are eligible for exchange. Sale items are not eligible for exchange.

## 18. TO RETURN AN ITEM

If you wish to return Goods please ensure you comply with the specific conditions set out in the Terms and Conditions.

You must first register for a return by emailing [alx@alxofficial.com.au](mailto:alx@alxofficial.com.au)

Once you have emailed [alx@alxofficial.com.au](mailto:alx@alxofficial.com.au) you will receive your Return Authorisation number (RA#) and a return form by email.

The return form must be completed and enclosed with the returned Goods. The Goods must be wrapped in the original packaging and returned to ALX by registered post to:

ALX

LEVEL 1, 60 RILEY STREET

DARLINGHURST, 2010, NSW

AUSTRALIA

ATT: ALX CUSTOMER CARE

Once your return is received by Customer Care, the Goods will be checked to ensure whether the Goods meet with ALX returns conditions. If the Goods do meet the preconditions for return you will receive a refund. If the Goods do not meet the returns conditions Customer Care will contact you.

For more information regarding returns, please contact Customer

Care:

P. (02) 93681008

E. [alx@alxofficial.com](mailto:alx@alxofficial.com)

#### 19. DISCLAIMER

The information contained on the Site is for general information purposes only. The information is provided by ALX and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Site or the information, products, services, or related graphics contained on the Site for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

For the avoidance of doubt, you agree that the display of goods or services for sale on the Site are an invitation to treat and are not a contractual offer for sale.

ALX may in its sole discretion reject or not accept your offer to purchase any goods or services for sale on the Site in its sole discretion and for any reason.

ALX shall not be liable for any indirect or consequential damages and, in particular, shall accept no liability whatsoever for loss of income deriving from the purchase of ALX products from the Site.

ALX's liability is limited to the value of the Goods the subject of an Order.

This website may contain links to other websites. ALX is not responsible for the availability of, or any content or material contained in, or obtained through, any such websites. Any link to another website, and reference to third-party information, products or services linked to this website, is not, and should not be construed as, an express or implied endorsement by ALX. Any questions or comments relating to such other websites should be addressed to the operator or operators of those websites.

Every effort is made to ensure the efficient operation of the Site and Services and that the information contained within the Site is accurate

at all times. However, ALX takes no responsibility, and will not be liable for the Site becoming temporarily unavailable in the instance of technical issues or any associated problems arising from technical or other associated issues beyond our control.

## 20. INTELLECTUAL PROPERTY

For purposes of this Agreement, the term 'Content' means a creative expression and includes video, audio, photographs, images, illustrations, animations, logos, tools, written posts, replies, and comments, information, data, text, software, scripts, executable files, graphics, and interactive features, any of which may be generated, provided, or otherwise made accessible on or through the Site.

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## 21. APPLICABLE LAW AND JURISDICTION

You agree that your use of the Site and our Agreement is governed by the laws of the State of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales in relation to any legal proceeding directly or indirectly arising out of or relating to the Site.