

TERMS AND CONDITIONS

scarletandgraceboutique.com

All Users of the Website, by their use of the Website, agree to be bound by the Terms and Conditions and Policies of Scarlet and Grace Boutique. All information contained on the Website is provided in good faith, subject to these Terms and Conditions and Policies. The Terms and Conditions, Policies and images, sounds, hyperlinks, intellectual property or text (**Content**) of this Website may change or be varied from time to time (without notice). You must not use this Website if you are under 18 years old without the consent of your parent or guardian who must read and agree to the Terms and Conditions and Policies.

By using this site, users (you or users) will be taken to have agreed to these terms and conditions.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

By accessing or using this Website you agree to be bound by these Terms and Conditions and the Policies. If you do not agree to these Terms and Conditions and the Policies, please do not visit or use the Website. You will be bound by the Terms and Conditions and Policies (as amended from time to time) until terminated by Scarlet and Grace Boutique. Scarlet and Grace Boutique may terminate this agreement and your access or use of the Website at any time (without notice). In the event of termination, the restrictions and obligations placed on you by the Terms and Conditions and Policies will continue to apply indefinitely.

1. PRODUCTS AND SERVICE

Scarlet and Grace Boutique retails women's clothing and accessories jewelry, handbags, shoes, giftware, antiques and collectibles which are supplied to us by various manufacturers/designers.

By your use of the Website, you acknowledge that although we use due care to ensure that the pictures taken reflect the true color, identity, texture and size of the product, some slight variations may occur (which may be due to settings on your computer). Sizes are approximate and may vary from product to product.

We have the right to change the prices of the products displayed online from time to time. The price that you are required to pay would be the price as agreed and seen on the Order form at the time of purchase.

We do not guarantee the availability of the products for sale. In the event that a product is not immediately available for sale, we will either provide you with the same product at a reasonable delayed time or refund you the price you paid for that product.

While Scarlet and Grace Boutique will use reasonable endeavours to ensure that the Website is available 24 hours a day, it does not make any representations or warranties that access will be uninterrupted or error free. Access to the Website may be suspended temporarily without notice in the case of system failure, maintenance or repair or any reason beyond Scarlet and Grace Boutique's control. Scarlet and Grace Boutique reserves the right to change or discontinue any service, feature or product on the Website in whole or in part at any time.

2. REGISTRATION

You will be required to apply for registration by completing a registration form to use some features of this Website. By submitting the registration form the User and their agents agree to be bound by the Terms and Conditions and Policies. In completing and submitting the registration form the User will warrant that all information in the registration form is accurate, true and complete. If any of the information provided changes, please notify us immediately by an email to customercare@scarletandgraceboutique.com.

Scarlet and Grace Boutique has the right to accept or reject, for any reason, any lodgment of a registration form or Order form from a User.

3. **DISCLAIMER AND LIMITATION OF LIABILITY**

The User acknowledges that it uses the Website at its own risk. Scarlet and Grace Boutique will not be liable to the User or any person for any incidental or consequential damages (including, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, or loss of data or information) arising in connection with:

- (a) the use or the inability to use the Website, a Linked Website or any third party posted material;
- (b) any technologically harmful material (including, viruses, trojans, worms, logic bombs and any other ailments) that may affect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any Linked Website to it;
- (c) the cost of procurement of substitute products and services resulting from any products, data, information or services purchased or obtained or messages received or transaction entered into through or from the Website;
- (d) unauthorised access to or alteration of your transmissions or data;
- (e) statements or conduct of any third party on the Website or service; or
- (f) any other matter relating to the Website or service.

Subject to the Returns Policy, Scarlet and Grace Boutique will not accept any liability for damage, breakage, or Loss once products are accepted by the purchaser or agent as being received in good order and condition.

In all cases, the User acknowledges that it is responsible for determining the condition of the product(s) that they are intending to buy on the Website. If the User has any concern with the authenticity of an antique, prior to delivery of the product(s), the User may request Scarlet and Grace Boutique to obtain a Certificate of Authenticity (at the User's cost, paid in advance) from an acknowledged expert on its behalf in respect of the product(s).

As the products are neither designed nor manufactured by Scarlet and Grace Boutique, you acknowledge we do not guarantee, represent or warrant the quality, merchantability, authenticity or usability of the products, the accuracy of the product listings or the availability of the products. To the maximum extent permitted by law, Scarlet and Grace Boutique excludes all express and implied representations and warranties (including warranties of merchantable quality, authenticity, fitness for a particular purpose or non-infringement of intellectual property rights relating to information accessible from, or on, this Website), other terms and liabilities which may apply (other than those set out on the Website). Scarlet and Grace Boutique excludes all liability for any Loss incurred in affiliation to these. If any Losses are incurred you may wish to seek rectification with the manufacturer/designer. We are under no obligation to assist you with identifying the manufacturer/designer or providing their contact details.

Any suggested quantities offered by Scarlet and Grace Boutique when quoting will not place Scarlet and Grace Boutique in any position of liability and must be checked for accuracy prior to placing an Order.

The User acknowledges that it releases and indemnifies Scarlet and Grace Boutique against all actions, claims and demands including the cost of defending or settling any action, claim or demand which may be instituted against Scarlet and Grace Boutique arising from the User's use of the Website, a breach of the Terms and Conditions or Policies, or the negligence of the User, its agents, employees or subcontractors or any other person for whose acts or omissions it is liable.

In the event that Scarlet and Grace Boutique's liability cannot be excluded by law, the maximum damages payable by Scarlet and Grace Boutique will be limited to the invoiced cost of the relevant product or service provided to the User in that calendar month.

4. VIRUSES, HACKING AND OTHER OFFENCES

Each User agrees that they will not do an act, or be involved in an act, to adversely affect our Website (including, exposing it to viruses, trojans, worms, logic bombs and any other ailments). You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. In the event that there is a breach of security by you, we will work with law enforcement authorities in pursuing our rights to remedy/rectify the breach.

Users must take their own safety precautions to ensure that items they select for their use from the Website are free from all corruption software or code (including, viruses, trojans, worms, logic bombs and any other ailments) which may interfere with or damage the operations of their computer system.

5. POSTAGE AND DELIVERY

Scarlet and Grace Boutique delivers to most destinations around the world. Orders placed within Australia or products shipped to an Australian residence are subject to the Australian GST. Orders placed outside Australia may be subject to the relevant taxes and duties applicable to the jurisdiction from which the order was placed.

Postage and delivery charges will be automatically calculated when doing checkout as follows:

- (a) in respect of antiques and collectibles, postage, freight and insurance will be determined at the time of purchase; and
- (b) in respect of all other items, will be determined as follows:

Destination within Australia:	\$9.95
Destination outside of Australia:	\$29.95

Purchases will be posted via registered post within 48 hours once payment is received in full (subject to stock availability). Please allow 1-4 working days for delivery of parcels in Australia (and longer if internationally, approximately 10-12 working days) from the date your payment has been received.

All deliveries must be signed for. If there is no one at the delivery address to receive the product, the product will be returned to the depot by the delivery company. The delivery company may attempt further delivery of the product to you however, if this is not effected Scarlet and Grace Boutique will arrange for the return of the product and refund the price to you, less any additional delivery costs incurred by Scarlet and Grace Boutique and less relevant taxes and duties applicable to the jurisdiction from which the order was placed.

The utmost care is taken with every parcel to make sure your product is delivered in original condition. Scarlet and Grace Boutique takes no responsibility for, lost or damaged parcels caused by the postage system or, ensuring that the product purchased is delivered to the correct address. We may take partial responsibility if it is shown that a mistake was made by one of our employees or agents in respect of the address to which the product was posted (at our absolute discretion).

The expected delivery times set out above are estimates only. Scarlet and Grace Boutique will not be liable to you for any loss or damage you suffer if the product is not delivered within the timeframes outlined.

6. POLICIES

The User acknowledges that usage of the Website is subject to the:

- (a) Payment Policy (<http://www.scarletandgraceboutique.com/paymentpolicy>)
- (b) Returns and Exchanges Policy (<http://www.scarletandgraceboutique.com/returnpolicy>); and
- (c) Privacy and Security Policy (<http://www.scarletandgraceboutique.com/privacypolicy>),

and hereby agrees to be bound by the terms of each of those policies.

7. TRADEMARK AND COPYRIGHT

Any texts, graphics, pictures, icons, buttons or designs on the Website are owned by us or we have been granted a license or consent to use them. Please be aware that any sort of modification, adaptation or copies made of our Website will be an intrusion of our Terms and Conditions and persecution may be sought (unless our prior written consent is obtained).

Scarlet and Grace Boutique™ is a common law trademark. All other trademarks, brands and names appearing displayed on the Website are the property of their respective owners. Nothing contained on this Website should be construed as granting any licence or right of use of any trade mark or part of any trade mark displayed on the Website without the prior written permission of Scarlet and Grace Boutique or third party owner.

The User acknowledges that:

- (a) all the intellectual property rights in the Website are the sole property of Scarlet and Grace Boutique;
- (b) it must not, in any form or by any means, adapt, reproduce, store, transmit, distribute, print, display, perform, publish or create derivative works from any information or material on this Website (without the prior written consent of Scarlet and Grace Boutique);
- (c) it must not alter, decompile, disassemble, reverse engineer or modify any material or information that you receive from this Website which may be accessed through this Website;
- (d) it will not create http links from the Website to other websites (or vice versa), or frame or mirror the Website (without the prior written consent of Scarlet and Grace Boutique);
- (e) it's access to the Website is not prohibited by laws which may apply to it in its local jurisdiction;
- (f) product information in relation to products referred to on the Website has been provided by the respective manufacturers/designers of the relevant products. Product information and illustrations are published with the permission of the relevant manufacturer/designer and/or owner of that product;
- (g) Scarlet and Grace Boutique accepts no responsibility for, and no liability with respect to, any Content transmitted or posted on the Website, or otherwise transmitted to any User by any other means, by any person;
- (h) Scarlet and Grace Boutique has the right, but has no obligation, to review and edit Content (including quotes or requests) transmitted or posted on the Website, or (where possible) otherwise transmitted to any member of Scarlet and Grace Boutique by any other means;

- (i) Scarlet and Grace Boutique does not make any representations or warranties as to the accuracy, reliability or completeness of any Content posted or transmitted on the Website, or otherwise transmitted to any other User by any other means, by any person. Furthermore, Scarlet and Grace Boutique does not endorse any opinion, advice or statement made by any person other than itself. Scarlet and Grace Boutique does not accept any liability for any Loss resulting from anyone's reliance on Content posted or transmitted on the Website, or otherwise transmitted to any other member of Scarlet and Grace Boutique by any other means;
- (j) Scarlet and Grace Boutique may from time to time accept advertisements if Scarlet and Grace Boutique deems it to be in the best interests of the Website, its Users, advertisers, and partners; and
- (k) any software downloaded from the Website is governed exclusively by the licence terms for that software, and by down loading such software you agree to abide by the terms of that licence.

In addition to this policy, please review the Terms & Conditions and all other Policies.

8. AMENDMENT OF TERMS

Scarlet and Grace Boutique may from time to time, change or add to the Website, these Terms and Conditions, the Policies, the information, products or services (including pricing) without any notice in which case, an amended version including the changes will be posted on the Website.

The User acknowledges that Scarlet and Grace Boutique will endeavor to keep the Website up to date, but Scarlet and Grace Boutique will not be liable if any errors occur regarding any information contained on the Website and if that information is not up-to-date. The User acknowledges it is responsible for regularly reviewing the Terms and Conditions and Policies and hereby agrees that any use of the Website after any changes are made to the Terms and Conditions and Policies, will be deemed to constitute an acceptance of those changes. If the User objects to or is dissatisfied with any changes made to the Terms or Conditions or Policies, they should immediately discontinue use of the Website.

9. LINKED WEBSITES

The User acknowledges that the Website may contain links to other websites not maintained or controlled by Scarlet and Grace Boutique and such websites form no part of the Scarlet and Grace Boutique Website and are provided solely for convenience (and may not be current or maintained). Scarlet and Grace Boutique makes no representations or warranties regarding third party websites, and does not endorse, approve or recommend those other websites for any information, products or services referred to on them, and accepts no responsibility for their Content.

10. GENERAL

Scarlet and Grace Boutique's failure or delay to exercise a right, power or remedy does not operate as a waiver of that right, power or remedy.

If any term is prohibited by or rendered unlawful or unenforceable under any law applied by a court of competent jurisdiction that term will be severed and deemed to be replaced with a provision or provisions which are not unlawful or unenforceable and which so far as is possible achieves the same economic or other benefit or protection for Scarlet and Grace Boutique which the severed part was intended to achieve.

The Terms and Conditions remaining to be performed or capable of having future operation (including any indemnity, warranty or obligation of confidence) continue in force although these terms have otherwise been fully performed or terminated.

The Terms and Conditions and Policies are governed by and construed in accordance with the laws of Victoria, Australia. Scarlet and Grace Boutique and the Users irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia and courts entitled to hear appeals from those courts in respect of any litigation involving the Terms and Conditions or Policies.

11. DEFINITIONS

The following definitions apply in the Terms and Conditions and Policies.

‘Loss’ means any loss, damage, cost or expense however caused, including through negligence which may be directly or indirectly suffered by any person.

‘Linked Websites’ means websites of people other than scarletandgraceboutique.com which are hyperlinked from the Website.

‘GST’ means has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

‘Scarlet and Grace Boutique’ means the business known and trading as Scarlet and Grace Boutique owned and operated by Jaemry Pty Ltd (ACN 099 762 642) (and includes its subsidiaries, associates, officers, employees and agents).

‘Order’ is the acceptance by a User of an offer to purchase a product on the Website subject to the Terms and Conditions and Policies.

‘Personal Information’ means information from which a User’s identity is made apparent.

‘Policies’ means the Payment Policy, Refund Policy and Privacy Policy.

‘Terms and Conditions’ means the terms of use applicable to all Users of the Website.

‘User’ and **‘you’** means any person who accesses the Website, including visitors and suppliers of products and services offered on the Website.

‘Website’ means the whole or any part of the web pages located at www.scarletandgraceboutique.com including the layout of this website, individual elements of design, underlying code elements, text, sounds, graphics, animation or any other content contained in this website.

‘We’, **‘us’** and **‘our’** refer to Scarlet and Grace Boutique

‘\$’ means Australian dollars.

POLICIES

Each User agrees to be bound by each policy below:

1. PAYMENT POLICY

No products or services will be dispatched without full and complete payment. All prices listed are in Australian Dollars and includes GST of 10% unless otherwise stated. Please be aware that you will bear all delivery and postage charges in addition to the purchase price (including the delivery and postage charges in respect of returned products).

A User may purchase products from the Website by completing an online Order form. The Order form will prompt you to make payment through PayPal. Once we have received your Order and payment, we will issue you an order number and send you an email confirming your Order details and enclosing your tax invoice. We are not responsible for collecting and processing these payments as all payments will go through PayPal. In the event that you have paid for the product and have not received an email confirmation from us, you should contact PayPal to determine whether your payment was successful.

Scarlet and Grace Boutique has chosen PayPal to manage payments as it is a well-known and trusted leader in online payments. PayPal helps protect your credit card information with industry-leading security and fraud prevention systems. You should also be assured that PayPal will not divulge financial information to the merchant (us) or to any other institutions or persons.

However, please be aware that we will not be responsible for any discrepancies or security breaches that may occur between the User and PayPal. For more information in regards to using PayPal or to set up a new PayPal account, please visit www.paypal.com.

In the event that legal action eventuates, any legal fees incurred by Scarlet and Grace Boutique in respect of recovery of any unpaid amounts or fraudulent transactions will be borne solely by the User in default.

2. REFUND POLICY

It is important to us that our Users are satisfied and happy with their purchases. Once we have acknowledged your desire and eligibility for an exchange/refund, you will be requested to send the product back to us by courier (at your cost).

To be eligible for an exchange/refund, the product must be in its original packing, with all tags attached to it and the product must be returned to us within 14 days of your Order being made. We reserve the right to examine the returned products and advise you as soon as possible the outcome of your exchange/refund (at our sole discretion). Any refund provided will be a refund of the total cost of the product – postage/delivery charges will not be refunded.

Please note that we do not, in most circumstances, provide exchange/refunds for 'change of mind' reasons. We will be happy to provide you an exchange where the item received is completely and significantly different from what is seen on the Website, at the time of purchase. Please do keep in mind that some discrepancies will occur between the actual items purchased and as seen on the photographs on the Website. We will not provide an exchange/refund for items such as undergarments, swimwear and any other personal items due to hygiene reasons. We also do not provide an exchange/refund for sale items.

In addition to this policy, please review all other Policies and the Terms & Conditions.

3. PRIVACY & SECURITY POLICY

3.1 Personal Information

You should not send any information or material that you consider to be confidential or proprietary, to Scarlet and Grace Boutique or any other person, through this Website. Any information or material sent to Scarlet and Grace Boutique at, or through this Website, is deemed to be not confidential.

Scarlet and Grace Boutique may ask you to provide Personal Information when you establish or update a Scarlet and Grace Boutique account, sign up for E-mail alerts or newsletters, enter a contest, participate in a survey, shop online, and check the status of an Order. Categories of information collected include name, delivery address, e-mail address, recipient's name and e-mail address, order information, telephone number and payment information. No credit card information is stored in our system as your credit card details are passed to the PayPal payment gateway as soon as it has been collected.

The User grants Scarlet and Grace Boutique the right to use, reproduce, publish, store, modify, disclose or transmit, in any form or by any means, in whole or part, their information for any purpose (including credit checks, compliance with laws, marketing, informational purposes or to improve and develop the Website). The User warrants that they have the right to grant Scarlet and Grace Boutique such rights.

Scarlet and Grace Boutique may require additional information from a purchaser before accepting any Order placed. To have an Order fulfilled, the User agrees to provide any additional information requested by Scarlet and Grace Boutique.

The accuracy of Scarlet and Grace Boutique's information about its Users is predominately dependent on the information supplied by the User. Users may access or alter their Personal Information by contacting Scarlet and Grace Boutique.

3.2 General Browsing Information

We maintain a permanent log of all IP addresses (the unique Internet identity of the User's PC each time they connect) and track the links clicked whilst the User travels through the Website. Specific actions are logged individually against the account involved. This information is not provided to any third parties, unless legally required by law, legal proceedings or a regulatory body. Scarlet and Grace Boutique will use its best endeavours to comply with the Australian Government's Guide to Shopping Online and Users with any concerns are encouraged to read these guidelines.

Scarlet and Grace Boutique does use cookies to enable Users to shop from any window on the Website. The cookie is a tiny text file containing a number, and is sent back to Scarlet and Grace Boutique by the Users Internet browser each time they visit a page, so Scarlet and Grace Boutique may automatically identify them and keep track of their shopping list. You have the ability to be in control of these cookies – you may turn this off on your internet browser if you desire. However, enabling cookies allows information about use of the Website to be collected by Scarlet and Grace Boutique to provide more customised services to the User on subsequent visits to the Website. These cookies enable us to remember your orders and process the items that you have marked in your shopping cart. We will be able to monitor your preferences and provide you with better or improved services on subsequent visits to our Website. The use of 'cookies' is standard industry practice.

Please be aware that we do not delete cookies as you enter and leave our Website. Usually, these cookies will become stale and will however remain in your hard drive. New cookies will be formed as you enter our Website once again. If you manually delete a cookie from your hard drive, all your Personal Information that we have collected from your input, may be destroyed. In such a case, you may be requested to enter your personal details once again and may be directed to our homepage instead of the page that you wanted, such as the checkout page.

You should check your options and settings of your browser so that you are comfortable with your level of security.

If the Website contains links to other websites, all Linked Websites are responsible for their own privacy and security policies and Users should be aware of their terms and conditions.

In addition to this policy, please review the Terms & Conditions and all other Policies.