

## HIRE TERMS

Effective 01.01.2018

### ACCEPTANCE

The Terms outlined below apply to the hire services provided by *Mint & Sage*. Through using the hire services or visiting the site [mintandsage.com.au](http://mintandsage.com.au), you accept that these Terms constitute a binding legal agreement between yourself and *Mint & Sage*. You also accept all modifications to these Terms – effective immediately.

### COMMITMENT

Our commitment to our clients is to meet and exceed all expectations by providing an exceptional hire experience. Respectively, as a client of *Mint & Sage* your commitment is to uphold the Terms as set forth below.

### CONDITIONS

We happily hire to clients of all ages, however those below the age of eighteen (18) require guardian consent. As a safety measure we require proof of identification throughout the hire process. (Valid Drivers License, Passport, or Proof of Age Card).

### SECURING HIRE

Due to the nature of hiring unfortunately we are unable to accommodate holds. Only once the minimum payment has been received by *Mint & Sage*, will your chosen garment be secured for the requested Hire Period.

#### *DEPOSITS*

*To secure a garment the minimum payment of a deposit is due. Deposits are 50% of the Hire Cost if above \$50.00. Garments with a Hire Cost below \$50.00 require a 100% deposit to secure. Our deposits are non-refundable as they act as a safety net in the event of cancellation.*

Full payment of the Hire Cost is to be paid prior to the garment's collection or postage. Clients, who are collecting the garment from our showroom, may pay the remaining 50% of the Hire Cost via cash, Paypal, Visa, Mastercard or American Express. Clients who require postage must pay the remaining 50% of the Hire Cost seven (7) days prior to the Hire Period commencing via invoice – Paypal, Visa, Mastercard or American Express accepted.

#### *TRIAL PRIOR TO HIRE*

*We believe a trial prior to hire is essential, hence we offer clients the opportunity to visit us at our showroom in Gumdale, Brisbane. Unfortunately, we currently do not offer this service via postage for inter-state clients.*

#### *ADVANCED / LAST-MINUTE BOOKINGS*

*Garments can be secured for events up to eight (8) months in advance. Last minute hires are welcomed, although subject to availability and postage limitations.*

# MINT *and* SAGE

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## CANCELLATION

A cancellation may occur at anytime, however is subject to the following conditions. Clients who cancel thirty (30) days in advance of the Hire Period will receive a store credit for the Hire Cost. Cancellations occurring fourteen (14) days or fewer will incur a fee equivalent to the deposit.

## HIRE PERIOD

Our Hire Period encompasses three (3) days – collection / delivery (day one), event (day two), return (day three). For postal clients who were unavailable for delivery, the Hire Period commences from the time the courier attempted delivery. Clients are not entitled to store credits for late delivery where they were unavailable to accept delivery.

## POSTAGE

At *Mint & Sage* we offer postage Australia wide via the Australia Post express network. Clients located within the network are guaranteed next day delivery. If outside network, delivery will take more than one (1) business day. See [Domestic Delivery Estimator](#) for further information.

[https://auspost.com.au/content/dam/auspost\\_corp/media/documents/express-post-domestic-delivery-estimator-2017.pdf](https://auspost.com.au/content/dam/auspost_corp/media/documents/express-post-domestic-delivery-estimator-2017.pdf)

### *POSTAGE COSTS:*

Semi-Formal Wear    \$15.00

Formal Wear            \$20.00

## DELIVERY

Our postage provider requires signature upon delivery to ensure your parcel arrives safely. You accept that it is your responsibility to be available for delivery. If you are unavailable, Australia Post will leave a card for collection at your nearest Australia Post outlet. Additionally, you understand that anyone on that premises can sign for your parcel and accept that once signed for responsibility and liability transfers to you, the client, immediately. If you have access to a PO Box we recommend this address.

In the event an incorrect / ineligible address is provided, you will not be entitled to a refund of any kind and may be liable to pay any late fess or a replacement fee should the parcel not be returned.

### RETURN *[occurring via postage]*

The return of garments occurs the next business day following the event – Saturday is included as a business day. Garments are to be returned in their worn condition, enclosed inside the provided Return Satchel over the counter at an Australia Post outlet.

Providing an exceptional hire experience relies heavily on the efficiency of returns. Hence, to ensure timely returns we ask that clients return garments prior to four (4.00) pm on weekdays, and eleven (11.00) am on Saturday. If the return day falls on a Sunday, simply visit Australia Post prior to four (4.00) pm on Monday.

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## RETURN [occurring via postage] –Cont.

In order to return, it is required you complete the following steps:

1. Pack the garment in its worn condition using the Return Satchel enclosed within your parcel. Then complete the Returns Card and include inside Return Satchel.
2. Visit your local Australia Post outlet between the time and date specified on the pamphlet included in your parcel. Have Return Satchel scanned over the counter by Australia Post, and be deemed returned. We recommend clients keep a receipt of the lodgement as proof, in the event of a discrepancy.

### *LATE RETURN*

If you do not return your garments the next business day following the event, the following late fee charges will apply. A fee of fifty (\$50.00) dollars will be incurred, per day late until the garment is returned or the maximum late fee is reached [two hundred (200%)] percent of the recommended retail price. Notification regarding late return must be communicated via our E-mail.

In the event late return occurs due to error of Australia Post, the client will not be made liable for payment of any late fees, provided that a lodgement receipt has been obtained as proof.

### *NO RETURN*

*Should a garment not be return within fourteen (14) days, the garment will be deemed stolen property and Mint & Sage will take the appropriate action necessary in retrieving the garment. Additionally, Mint & Sage will use your Security Bond method to retrieve a minimum one-hundred (100%) percent of the recommended retail price.*

*If you lose your Return Satchel it is your responsibility to purchase an Express Medium Satchel through Australia Post at your own expense. Notification regarding a lost Return Satchel must be communicated via our E-mail and include the tracking number.*

## COLLECTION

At the time of collection clients accept liability for the full-recommended retail price (RRP) of the garment whilst the garment is in their care.

Additionally clients accept liability for the provided garment bag (RRP: \$30.00).

Collection appointments occur the day prior to the event, unless otherwise arranged. Upon collection we require proof of identification (Valid Drivers License, Passport, Proof of Age Card) from the client collecting the garment.

If a guardian on the behalf of a minor is hiring a garment, than the guardian is required to supply proof of identification. In the event that a garment is collected on behalf of the client, you accept that responsibility and liability transfers to you, the client, immediately.

### *OWING PAYMENT*

*Clients who opt to pay the Hire Cost in two (2) instalments, are due to pay the remaining 50% upon collection via Cash, Paypal, Visa, Mastercard or American Express.*

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### RETURN [occurring to showroom]

The return of garments occurs the next business day following the event – Saturday and Sunday are included as business days. Garments are to be returned in their worn condition, with Return Card enclosed inside the provided garment bag to our studio showroom.

Providing an exceptional hire experience relies heavily on the efficiency of our hire process. Hence, to ensure timely returns we ask that clients return garments prior to five (5.00) pm on weekdays, and eleven-thirty (11.30) am on weekends – standard unless otherwise negotiated. Return to our showroom between the time and date specified on the pamphlet included in your garment bag.

### *LATE RETURN*

*If you do not return your garments the next business day following the event, the following late fee charges will apply. A fee of fifty (\$50.00) dollars will be incurred, per day late until the garment is returned or the maximum late fee is reached [two hundred (200%)] percent of the recommended retail price. Notification regarding late return must be communicated via our E-mail.*

### *NO RETURN*

*Should a garment not be return within fourteen (14) days, the garment will be deemed stolen property and Mint & Sage will take the appropriate action necessary in retrieving the garment. Additionally, Mint & Sage will use your Security Bond method to retrieve a minimum one-hundred (100%) percent of the recommended retail price.*

### SECURITY BOND

As a means of insurance against breaches to our Terms, we require a Security Bond. We offer two options:

#### 1. Credit Card Holding [preferred]

Our preferred method of payment is the Credit Card Holding, a simple one (\$1.00) dollar validation fee charged to your Credit Card (only) via details (credit card number, expiry date and ccv) submitted through a secure, encrypted connection - see Privacy Policy for further details.

#### 2. Refundable Amount

The Refundable Amount is payable via cash, Paypal, Visa or Mastercard, and ranges between twenty-five (\$25.00) – two-hundred (\$200.00) dollars, held over the duration of hire. Refund of the Security Bond occurs once cleaning is completed, using Bank Transfer (can take up to ten (10) business days). The refundable status of this option is subject to change upon return if garment condition or client behaviour during hire breaches our Terms.

The Security Bond is due to be paid seven (7) days prior to the Hire Period commencing for clients requiring postage. Those who opt to collect from our showroom, payment of Security Bond is due upon collection.

### DRY CLEANING

At *Mint & Sage* we use a premium dry cleaning provider to ensure our garments are professionally maintained. We include a thirty-five dollar (\$35.00) allocation fee within the total hire cost of each garment to cover the essential dry cleaning. Hence, clients agree to not attempt to clean or press the garment prior or following wear.

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### MISHAPS

Our biggest piece of advice to clients with concerns about potential mishaps, is to simply treat the garment with the upmost of care, prior, during and following wear.

In the event that a mishap does occur, first and foremost notify *Mint & Sage* via our E-mail. We have a team of professional dry cleaners and experienced seamstresses who we will consult, in order to determine the most appropriate solution. Following this it is required you complete the Return Card, detailing the cause and location of the stain / damage.

#### *DAMAGE / SOILED GARMENTS*

*If additional dry cleaning is necessary a base fee of thirty-five dollars (\$35.00) will be charged / deducted from the security bond. Similarly, if minor repair is required a base fee of fifty dollars (\$50.00) will be charged / deducted from the security bond. Both additional dry cleaning and minor repair fees are subject to increase depending on the extent of damage caused while in your care.*

#### *REPLACEMENT OF GARMENT*

*If the damaged garment is considered irreparable a percentage of the recommended retail price of the garment will be invoiced less the security bond. Replacement value due is dependent on the extent of damage caused to the garment. An irreparable garment incurs a minimum base fee equivalent to fifty (50%) percent of the recommended retail price (RRP) of the damaged garment. If the soiled garment is considered to be above the minimum, one-hundred (100%) percent of the recommended retail price (RRP) will be due. Determination of the replacement value payable is decided at the sole discretion of Mint & Sage.*

See Payment section below for further details on mishaps resulting in additional fees.

#### *DEFECTS TO GARMENT*

*Upon receiving the garment either via collection or delivery, you accept to inspect and notify Mint & Sage within six (6) hours of receipt of any alleged defect. Clients will not be entitled to a store credit should the 'defect' be general wear and tear.*

#### *SIZING*

*Should a garment not fit, clients are entitled to receive a store credit minus postage fees and deposit. Clients are to notify Mint & Sage within six (6) hours of receipt and return garments within twenty-four (24) hours of receipt. Once returned to our showroom, the garment will be inspected to ensure unworn condition and a store credit issued at the sole discretion of Mint & Sage.*

#### *POSTAL TRY ONS*

*We offer Postal Try Ons to all within the Australia Post Next-Day Express Network. Our Postal Try On is a selective service available on some of our garments, and dependent on garment availability both for 'in-store' appointments and secured hires. We send out Postal Try On parcels, on a Monday, to be received on Tuesday and then returned Wednesday by 4.00 pm AEST. This service works by hiring the garment of choice to the client like a standard hire and then upon return, refunding the amount minus a \$35.00 fee for the service – postage fees and security bonds apply.*

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## PAYMENT

At *Mint & Sage* we utilise secure payment platforms PayPal, Stripe, and QuickBooks for money exchange. We accept Cash, Paypal, Visa, Mastercard, American Express and upon request Direct Debit. Payments made through our Paypal HERE Eftpos machine, QuickBooks Invoices, and all other Card payments may incur surcharges at the expense of the Client.

## *ADDITIONAL FEES*

*Additional fees generated during the hire are charged / deducted from the Security Bond. For clients who've elected the Refundable Amount option, should the additional fees supersede the Security Bond held, the outstanding amount will be invoiced and payable within seven (7) days. Clients are only invoiced/charged when they have not upheld their commitment to us as set forth in our Terms. Prior to any additional fees being charged or invoiced, clients are given eight (8) hours notice.*

*In the situation that an invoice becomes outstanding after seven (7) days it will be passed onto our debt collection agency for collection, which may incur further fees including and without limitation legal costs incurred by Mint & Sage.*

## *STORE CREDIT*

*We offer store credits for most forms of refund. Store credits are valid for four (4) months, and cannot be used in conjunction with promotional codes.*

## CANCELLATION

On short notice, and due to unforeseen events *Mint & Sage*, reserves the right to cancel a booking. Reasons for cancellation may include (but are not limited to) damage, cleaning delay, or garment availability.

If a garment in your order does become unavailable, you will be contacted about the cancellation immediately. *Mint & Sage* is not liable for cancellation where fault of third party, hence will not give entitlements of compensation to the client other than a refund or 110% store credit.

Where cancellation occurs due to failure to comply with our Hire Process, a cancellation fee equivalent to the deposit or partial deposit is forfeited. In the situation that the full Hire Cost has been paid, the remaining amount will be refunded in a store credit.

Kind Regards, Caitlin Taylor ~ Mint & Sage

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91 655 352 064 –Australian Business Number