

**Terms are stated and discussed when signing all paperwork in store.**

**An Excerpt is made available on all invoices sent via the Xero Financial System and link directly back to this document.**

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## Sales Invoices

Sales will be written up on an invoice from our accounting system.

Invoices are to be paid immediately when in store, unless deemed to be a 'Holding Item' or 'Layby'

Payment can be made by EFT, Direct Debit or Credit Card or in Cash. Cheques will not be accepted when picking up goods.

Blue Cherry Bridal charges a \$2.00 administration fee for any transactions completed via credit card that are under \$150. All payments made via direct deposit do not incur an administration charge.

## Ordering Items

Sales will be written up on an invoice from our accounting system.

Bridal Gown orders require a **\$300** Gown Order Hold Fee to secure your order/layby, OR a nominated amount where agreed and signed by a Blue Cherry Bridal representative – for Wedding Gowns Only.

50% deposit is required before placing an order. Orders will be placed once the full deposit amount is received by Blue Cherry Bridal, in to the nominated bank account.

Your order will be placed under a full Layby Agreement – including payments towards your deposit.

For cancellation of orders please see "Cancellation of Contracts" clause.

Blue Cherry Bridal will not be held liable for any changes in sizing once the gown has been ordered, this includes fluctuation in weight gain, or loss, any measurements for gowns that are incorrect and provided by the external alterations service, will need to be taken up with them, or where there are additional alterations required for the length of a gown or incidental changes.

### Change of Mind / Wrong Selection – Returns Policy

No change of mind refunds (or wrong selection – including size or colour change), exchanges or credit notes on orders, sale items or defective items as advised at time of sale

Blue Cherry Bridal is NOT responsible for any alteration changes that you may require, or have a change of mind on once your gown has been purchased. Blue Cherry Bridal is NOT responsible for the length of a gown once a hoop is worn (wearing a hoop is a personal choice and not always needed). Blue Cherry Bridal is NOT responsible for the length of a gown and the heel height of shoes – this is a personal preference and unless the correct heel height is brought to an initial consultation it can not be determined if a gown length is going to be correct.

### Faulty Items

Gowns are thoroughly inspected when arriving to Blue Cherry Bridal. Any / All faults will be listed on the invoice at the time of sale, for floor stock sales.

Once gowns leave the boutique we are not held liable for any faults that may occur as we are no longer in control of how they are treated.

Gowns sold as Sample Sales are not available for ANY form of exchange, credit note, refund.

Gowns purchased on Consignment are to be treated as 'Sample Stock Sales' and may from time to time have loose threads, minor marks, loose buttons or faulty zips. This is considered as general wear and tear of gowns being tried on.

Sale items that have been sold as having a fault to them will be listed on the invoice and will be void of any returns, exchanges or credits.

### Order Arrivals

When your gown/s arrive in to the Blue Cherry Bridal Boutique it must be checked, the balance paid and the gown/s picked up within 30 days of Delivery. Where your order is on a layby agreement you will be notified of the gown/s arrival and approval can be made to hold your gown/s for a nominated length of time. Where your order has been paid for in full they must be picked up within 30 days of Delivery.

***If your order is paid for in full and you do not collect your gown there will be a charge of \$50.00 per month for storage. If your gowns are not picked up by the layby date, you will be charged a fee of \$50.00 per month for storage.***

The delivery date is an anticipated date of arrival. Where possible\*, Blue Cherry Bridal will ensure that there is a minimum of one month lead time between the requested timeframe for delivery and your Wedding Date. Items may arrive early. It is important to note that items can also run late.

Blue Cherry Bridal will not be held liable for any late deliveries where it can be proven that the requested delivery timeframe was appropriate, we will however work as closely as we can with our suppliers to update on any unexpected delivery changes and communicate this with the person who placed the order with Blue

Cherry Bridal (name on invoice).

\*Where gowns are ordered on a 6-8wk rush ship, one month lead time may not be applicable.

### Picking up your gown

When you leave our boutique with your gown any issues found with your gown once, or in the process, of being altered by an external alterations service is NOT the responsibility of Blue Cherry Bridal. You cannot bring your gown back to our boutique if it has been altered in ANY way – this includes seam unpicking to view the amount of seam allowance in a gown – and is VOID of any compensation.

Once gowns leave the boutique we are not held liable for any faults that may occur as we are no longer in control of how they are treated.

Blue Cherry Bridal is NOT responsible for any alteration changes that you may require, or have a change of mind on. Blue Cherry Bridal is NOT responsible for the length of a gown once a hoop is worn (wearing a hoop is a personal choice and not always needed). Blue Cherry Bridal is NOT responsible for the length of and the heel height of shoes – this is a personal preference and unless the correct heel height is brought to an initial consultation it can not be determined if a gown length is going to be correct.

Blue Cherry Bridal has a NO REFUND POLICY for all gowns that reside in the boutique, they MUST be paid for in full and picked up within a maximum of 30 days after being notified of their arrival, where they are not a \$50.00 storage fee will be oncharged.

Once gowns have been ordered, arrived or stored in the boutique, they cannot be cancelled – no refund is payable, they must be paid for and picked up, this includes sales made for Consignment Gowns.

Made to measure gowns are one off specific items and thus can not be resold within the boutique once orders are confirmed and placed, they MUST be paid for in full – this is for Infinity Gowns only.

### Cancellation Fees

If at any time during the term of your Agreement you decide not to proceed with your purchase, Seller will charge a cancellation fee as listed below to cover Seller's costs of storage and/or administrative and general services costs. The cancellation fee will be deducted from the amounts you have paid up to the date of cancellation or invoiced for payment if not covered.

**All floor stock is final sale. Sales cannot be cancelled, refunded, credited or exchanged under any circumstances.**

All cancellations MUST be made in writing by the person who has been invoiced for all gowns. Blue Cherry Bridal will not accept any verbal discussions for cancellations outside of the 'nominated invoiced person'. Fees, charges and debt collection (where applicable) will be incurred until formal written notification is received and / or cancelled at the sole discretion of Blue Cherry Bridal.

### Cancellation Fees – Bridal Gown Layby

If a bridal gown order is cancelled before 50% deposit has been made, or before the gown has been ordered, (where an additional appointment has been made for re-measuring prior to Blue Cherry Bridal placing an order) the cancellation fee is 40% of the full retail price (not the sale price at time of purchase).

***Gowns Ordered***

Once bridal gowns and/or accessories have been ordered, arrived or stored in the boutique, they cannot be cancelled. No refund is payable; they must be paid for in full and collected.

Blue Cherry Bridal has a NO REFUND POLICY for all ordered gowns that reside in the boutique, they MUST be paid for in full and picked up within a maximum of 30 days after being notified of their arrival, where gowns are not picked up within the allocated timeframe a \$50.00 storage fee per month will be oncharged.

**Signature Collection Gowns and/or Designer Label Gown Measurements**

The boutique is not an alterations service. Any measurements we take, are required to be signed off by the client. Blue Cherry Bridal has strict documentation around measurements that it adheres to. From time to time gowns may come back requiring some additional alterations.

Designer Gowns sold within Blue Cherry Bridal are NOT made to measure, they WILL need alterations, and these are an additional charge.

Blue Cherry Bridal has a preferred Alterations Service, you are not obligated to use that service, and they are not a part of Blue Cherry Bridal, they are an independent business. This service charges \$10 for body measurements – pre order. If you choose to use this service, Blue Cherry Bridal will reimburse you the full payment, on provision of a receipt for their services, towards the cost of your gown/s. (For Wedding Gowns ONLY). Any issues with alterations will need to be discussed with our Alterations Service, we will not discuss any alterations issues if they are not completed by our preferred Alterations Service.

Blue Cherry Bridal will not be held liable for any changes in sizing once the gown has been ordered, this includes fluctuation in weight gain, or loss, any measurements for gowns that are incorrect and provided by the external alterations service, will need to be taken up with them, or where there are additional alterations required for the length of a gown or incidental changes.

Please be aware that when ordering items in, they are all individually hand-made and due to this they can vary from the sample style displayed. This includes but not limited to, pleats and ruching, lace and applique, beading and threading. Dye lot colour variations can occur. If your gown has a special hem, or order requirement and an additional charge has been added, there is no guarantee that it will be exact and it may need additional hem alterations at your cost.

\*\* Where it is deemed that a supplier has provided the incorrect sized or style gown Blue Cherry Bridal will manage all communications with the supplier and keep clients informed of all steps taken to rectify.

\*\* Any alteration rectifications required that are proven to be caused directly by Blue Cherry Bridal must be altered by our preferred alterations service – Andrea Raftis. We will not honour any additional receipt charges for alterations outside of this service, we will however reimburse the charges that Blue Cherry Bridal would have incurred via Andrea Raftis.

\*\* Any issues proven to be of a supplier nature, and managed by Blue Cherry Bridal on behalf of 'the client' must be altered by our preferred alterations service – Andrea Raftis. We will not honour any additional receipt charges for alterations outside of this service, we will however reimburse the charges that Blue Cherry Bridal would have incurred via Andrea Raftis.

## Reimbursement of Payment

Reimbursement of funds where contracts have been cancelled and monies are paid over and above the 'cancellation fee':

- Via Bank Deposit – ONLY

## Selling and Layby Agreements – As per the Layby Agreement Listing Paperwork – In Short

- We request \$300 to be paid at the time of placing your Gown Order Hold and filling out layby paperwork.
- We require 50% of the original RRP price to order a gown.
- Cancelling your contract before your gown is ordered will incur a 40% cancellation fee. Once your gown is ordered you must pay for it in full. We can offer a consignment approach to selling for you if need be.
- We allow 8 weeks from the original date of purchase to pay the balance of your 50% deposit.
- We request a minimum of \$200 per month for the balance of your layby, and you have a maximum of 12 weeks to pay.
- Any extensions requested on layby payments, including for the month of payment due - will incur a \$50 fee
- Gowns will not be released until all invoices are paid in full.
- Where gowns have arrived, we offer a 30 day window to pick them up, anything later than 30 days will incur \$50 per month storage fees.
- Gowns purchased off the rack require 50% payment for layby and must be picked up within 6 weeks from original purchase date.

## Sample Sale / Consignment Gown / Accessory Purchase

Blue Cherry Bridal will advise when a gown or accessory is on consignment (pre-loved or ex-sample) – generally this is where a designer label has a considerable price reduction, and is not under the banner of the Blue Cherry Designer Labels. You will be advised in store of any gown or accessory purchase that is on Consignment.

Pre-Loved and or ex-sample gowns are thoroughly inspected when entering our boutique. Gowns will NOT be sold with considerable damage to them. Any damage noted (tears in trains, underlining of gowns, faulty zips, buttons, threads) will be listed on all invoices issued. Gowns purchased on Consignment are to be treated as 'Sample Stock Sales' and may from time to time have loose threads or buttons, or discolouration from wear. This is considered as general wear and tear of gowns being tried on and is NOT compensated under the Blue Cherry Bridal Faulty Items clause. You may request to have your gown cleaned, Blue Cherry Bridal offers this service for \$150. All gowns sold as ex sample (off the rack) or consignment gowns (pre loved or sample sale pre loved) are sold 'as is' and are given a discount to reflect the condition / style of gown – at the discretion of Blue Cherry Bridal.

Consignment Items or Ex Sample Gowns (in this clause only) purchased are strictly unable to be cancelled, are non-refundable, credited or exchanged for any reason as the sale price is an agreed price between the 'Seller' and 'Blue Cherry Bridal' and any nominated sale fee will be disbursed into their nominated account.

**Consignment Items are STRICTLY unable to be cancelled for any reason and MUST be paid in full.**

A \$300 deposit is required for ALL consignment sales, unless purchasing at the time of being in our boutique, then full payment is required.

Ex Sample Sale Gowns that are not the property of Blue Cherry Bridal are strictly non-refundable, credited or exchanged for any reason. A deposit of \$300 of the sale price (or approved price by Blue Cherry Bridal) is to be received to hold your gown. Where you do not take the gown immediately a Layby Agreement will be entered in to. It is noted that sample sale gowns may from time to time have flaws in the tulle, buttons or threading – this will be noted on your invoice/s and it NOT considered a fault under the FAULTS Clause. All sample sale gowns reside in the boutique and must be picked up within 30 days of final payment.

Deposits paid, whether approved to be less than \$300 or above, are considered a confirmed sale, and are treated as such.