

Terms & Conditions

1. General

- a. BRIGGINS is owned and operated by Silver Grove Enterprise Pty Ltd ACN 621 653 441 ("BRIGGINS" "us" "our" "we").
- b. BRIGGINS is a retailer of tailored made suits and clothing ("Products").
- c. These Terms and Conditions apply to the Products that you have ordered from us. Use of the words "you", "your" and "customer" is a reference to our customers at our stores.
- d. We may make changes to these Terms and Conditions and to our Products at any time without prior notice. We encourage you to contact us on +61 3 8821 4168 if you have any queries about these Terms and Conditions and our Products.

2. Agreement

- a. These are the Terms and Conditions upon which we make and sell our Products to customers. These Terms and Conditions will form part of the agreement between us and you when you order our Products ("the Sales Contract").
- b. By signing the Sales Contract with us you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.
- c. These Terms and Conditions can only be varied in writing by agreement between us and you.

3. Tailored made Products

- a. We provide instore consultations where we discuss your requirements and measurements for the Products that you wish to order from us ("Your Ordered Products").
- b. The Sales Contract sets out Your Ordered Products based on your requirements and measurements and our costing of Your Ordered Products.
- c. By signing the Sales Contract, you instruct and authorise us to commence work on making Your Ordered Products.

4. Payment

- a. The Sales Contract sets out the total cost that you have agreed to pay for Your Ordered Products ("Total Sales Amount").
- b. We require an upfront deposit of 50% of the Total Sales Amount ("Deposit") to be paid prior to us commencing work on making Your Ordered Products with the remaining 50% of the Total Sales Amount to be paid upon the completion of Your Ordered Products.
- c. To the extent permissible by Law, the Deposit paid on Your Ordered Products is NON-REFUNDABLE.
- d. By paying the Deposit you instruct and authorise us to commence work on making Your Ordered Products and you agree to pay the remaining 50% of the Total Sales Amount once we have completed Your Ordered Products.
- e. Delivery costs, if applicable, vary depending upon the size and weight of Your Ordered Products. We will provide you with an estimate which will be confirmed once we have completed Your Ordered Products. You agree to pay the cost of delivery, if applicable, on Your Ordered Products.

5. Time Frames

- a. Our time frames are a guide only and are not guaranteed completion dates, unless otherwise agreed.
- b. We will do our best to meet time frames as agreed, however sometimes certain Products exceed projected completion dates. This can occur due to a number of factors outside of our control including delays with our suppliers, availability of materials, a change in the customer's requirements or measurement or a delay in the customer responding to us or providing additional information to enable us to commence and complete the Products.

6. Changing or cancelling your order

- a. The nature of our Products means that each Products that you have ordered is made to meet your requirements and measurements. By signing the Sales Contract or paying the Deposit you are committing to purchase Your Ordered Products from us.
- b. Once work has commenced on Your Ordered Products, any changes to Your Ordered Products will incur additional costs due to the additional materials, labour and time required to make the changes to Your Ordered Products.
- c. If you cancelled Your Ordered Products for whatever reasons WE WILL NOT REFUND YOUR DEPOSIT and you will still be liable to pay us the remaining 50% of the Total Sale Amount for Your Ordered Products.

7. Delivery

- a. We use third party freight providers to deliver Your Ordered Products to you if required and our delivery terms are subject to the terms of the third-party providers.
- b. Delivery is charged at a flat rate depending on the weight and size of Your Ordered Products being delivered and the delivery location.
- c. Your Ordered Products are carefully packed into suitable packaging to help reduce damage during shipment which is incorporated into the freight costs.
- d. We will arrange a delivery time in consultation with you. Our third-party providers generally make deliveries between the hours of 8.00am and 5.00pm.
- e. Generally, a person will be required to be present at the delivery address to accept receipt of Your Ordered Products.
- f. We do not take responsibility for lost or incorrect deliveries, unless we are at fault. While we will make all best efforts to ensure Your Ordered Products arrive within a reasonable time, we are not liable for delays outside our control for example, delays due to weather, holiday/seasonal delays, industrial action, acts of God etc.

8. Returns and Refunds

- a. We do not provide refunds for your change of mind or an incorrect information that you have provided to us.
- b. We will also not provide refunds where Your Ordered Products have been made in accordance with your requirements and measurements.
- c. We comply with the Australian Consumer Law with respect to the provision of refunds or replacement items. You are entitled to a refund if there is a major failure with Your Ordered Products, or to have Your Ordered Products repaired or replaced if there is a minor failure.
- d. Given that our Products are tailored made to your requirements and measurements, they cannot necessarily be re-sold if returned.

9. Limitation of Liability

- a. To the extent permitted by law, any implied rights or terms for the supply of goods or services are expressly excluded.
- b. To the extent of any liability arising, our liability, at our discretion, will be limited to the repair of the Products or the cost paid for the Products.

10. General

- a. These terms and conditions are governed by the laws of the Commonwealth of Australia and the State of Victoria. By purchasing the Products from us you submit to the jurisdiction of the courts of Victoria.
- b. Any provision of these Terms and Conditions which is prohibited or unenforceable will be effective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of that provision in any other jurisdiction.