

DJs Custom Clothing Online Store Information

Welcome to djscustomclothing.com.au website! We value our customers and recognise that ordering on the web without physically checking goods, requires trust. At DJs Custom Clothing web store you can shop online with the comfort of knowing that your order is backed by a 100% Money Back Guarantee. Our guarantee gives you plenty of time to check items and if they are faulty or not correct size Contact Us to request a refund. Then return the product to us within 30 days for a credit (less shipping fees).

Please note: This guarantee is not applicable to custom made products.

Please read the terms carefully, because by using the djscustomclothing.com.au website, you agree to comply with and be bound by these terms. By accessing or purchasing goods on our website, all customers agree to be legally bound by and to comply with the Terms of Use contained herein. Because the Terms of Use contain legal DJs Custom Clothing reserves all the rights and authorities to modify and update these Terms Use at anytime, without prior notice. Any posted changes are effective immediately after posting and your continued use of the Site constitutes your agreement that you've read all of these Terms of Use, acceptance that you respect them in their entirety and its amendments. DJs Custom Clothing is pleased to accept orders subject to the Terms and Conditions of sale as stated below.

1. Definitions

1.1 "Seller" or "We" shall mean DJs Custom Clothing or website (djscustomclothing.com.au) and its successors and assigns.

1.2 "Customer" or "You" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.

1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer on a principal debtor basis.

1.4 "Goods" shall mean Goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).

1.5 "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).

1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Customer subject to clause 2 of this contract.

1.7 "Days" refers to working days, being Monday to Friday inclusive, excluding bank holidays, public holidays unless otherwise stated.

2. Description and Price of the Goods:

2.1 The description and price of the goods you order will be as shown on the Seller's website at the time you place your order. The price for each product is shown on djscustomclothing.com.au website in Australian Dollar and includes 10% GST where appropriate.

2.2 Prices do not include charges for delivery. This will be additional depending on the value of the order or weight of the products and delivery address details. As you know our great Australia is a vast country, freight cost is higher in regional, country and outback Australia.

2.3 The goods are subject to availability. The djscustomclothing.com.au prides itself in providing exclusive, top quality goods. Availability of goods may vary and some items featured on the site may be available only in limited quantities. Display of an item on this site is not a guarantee that the item is currently in stock or that it will be available on our website when you visit again. If you cannot find a specific item that caught your eye on a previous visit to our website or if you have any questions regarding the availability of an item, please do not hesitate to contact us. We will do our best to fulfill your request whenever possible.

2.3.1 If on receipt of your order the goods you have ordered were shown in stock and are then not available in stock, the Seller will inform you as soon as possible and advise you of the earliest possible delivery date. Should you wish to cancel your order at this point, you must immediately send an email stating your order acknowledgement number and that you wish to cancel your order. On receipt of your email the supplier will issue a refund or re-credit to you for any sum that has been paid by you or debited from your credit card for the goods.

2.3.2 If on receipt of your order the goods you have ordered were shown not in stock the Supplier will inform you as soon as possible and advise you of the earliest possible delivery date. Should you wish to cancel your order at this point, you must immediately send an email stating your order acknowledgement number and that you wish to cancel your order. On receipt of your email the supplier will issue a refund or re-credit to you for any sum that has been paid by you or debited from your credit card for the goods, but the seller will retain a cancellation fee of \$2.00 to cover credit card payment charges.

2.4 Every effort is made to ensure that prices shown on the Seller's website are accurate at the time you place your order. If an error is found, the Seller will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. If the Seller does not receive an order confirmation within 7 days of informing you of the error, the order will be cancelled automatically. If you cancel, the Seller will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

2.5 We reserve the right at any time to revise prices to account for any increases in costs including the increase or imposition of any duty, tax, levy, foreign currency exchange rate variation, provisions of any Acts, By-Law, Order or Regulation of any parliament, state government charges or local authority enacted after the date of contract between the Customer and Seller and the cost of labour, materials and other manufacturing costs. We will take all reasonable steps to notify you of any relevant revision of prices before processing your order.

3. Payment and Security:

3.1.1 Payment for the goods and delivery charges can be made by any method shown on the Seller's website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be of the essence.

3.1.2 There will be no delivery until cleared funds are received.

3.1.3 Payments shall be made by you without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid and eligible approval by seller such deduction to be paid by the Seller to you.

3.1.4 We accept all major credit and debit cards in partnership with Suncorp secured ePOS gateway and Paypal. We have also subscribed to the Paypal Guarantee Program to provide you with complete peace of mind. Payment will be made by cash or by bank cheque, or by any other method as agreed to between the Customer and the Seller.

3.1.5 At the Seller's sole discretion a deposit may be required for custom print goods. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.

3.1.6 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be before delivery of the Goods.

3.1.7 At the Seller's sole discretion, payment for approved Customer's shall be due on thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices.

3.2 To ensure that your online shopping experience is secure, your credit / debit card details will be encrypted on a secure server to minimise the possibility of someone being able to read them as they are sent over the Internet.

3.3 How does DJs Custom Clothing Protect Customer Information?

3.3.1 When you place orders or access your account information, we offer the use of a secure server.

3.3.2 For credit card transactions, we add security by using Secure Sockets Layer (SSL) technology, with 128 bit encryption. This means that the credit card information you send is encrypted by your computer, and then decrypted again on our side, preventing others from accessing your private information in between. So, when using an SSL capable browser, shopping on wholesaleshirt.com.au website is the safest kind of transaction possible with a credit card.

3.3.3 Furthermore, as required by the Australian Data Protection Legislation, we follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you.

4. Delivery of Goods / Services

4.1 Delivery of the Goods shall be made to the Customer's designated delivery address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Customer at the Seller's address. Deliveries are by Australia Post and are normally made between the hours of **9am to 5pm Monday to Friday**.

4.2 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Seller will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Seller will inform you as soon as possible.

4.3 All Orders placed will be processed within 1-3 working days (Due to COVID-19, the order processing time and delivery scheduled has been changed significantly) and will be delivered as per the requested delivery option provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays). Where on the website we have indicated items in stock, we shall endeavour but not guarantee to deliver the goods, once ordered within 3 working days in major metropolitan areas of each state.

4.4 If delivery cannot be made to your address for reasons under the Seller's control the Seller will inform you as soon as possible.

4.5 Somebody will need to sign for your delivery unless you specify special delivery instructions in advance. If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Seller) then without prejudice to any other right or remedy available to the Seller, the Seller may:

4.5.1 store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or

4.5.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.

4.5.3 if you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Seller shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods, less any expenses incurred for failed delivery.

4.6 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

4.7 When your order arrives you must check for damages and or shortages. Claims for damages and or shortages have to be made within 48 hours of receipt of your delivery. Claims for damages and or shortages made after 48 hours of your delivery arriving will be refused. Time and date of delivery is recorded with our carriers.

4.8 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

4.9 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

4.10 Keep all the packaging from your delivery in a secure dry environment in case you need to return any part of your order to us.

5. Risk/Title

5.1 The goods are at your risk from the time of delivery.

5.2 Ownership of the goods shall not pass to you until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to the Seller from you on any account.

5.3 The Seller shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the Seller.

5.4 If any of the Goods are damaged or destroyed prior to property in them passing to the Customer, the Seller is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

6. Title for Business Customers

6.1 It is the intention of the seller and agreed by the Customer that property in the Goods shall not pass until:

6.1.1 The Customer has paid all amounts owing in full for the particular Goods, and

6.1.2 The Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer, and that the Goods shall be kept separate until the Seller shall have received payment and all other obligations of the Customer are met.

6.2 It is further agreed that:

6.2.1 Until such time as ownership of the Goods shall pass from the Seller to the Customer the Seller may give notice in writing to the Customer to return the Goods or any of them to the Seller. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.

6.2.2 If the Customer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

6.2.3 The Customer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods in trust for the Seller.

6.2.4 The Customer shall not deal with the money of the Seller in any way which may be adverse to the Seller.

6.2.5 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership of rights in respect of the Goods shall continue.

6.3 The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.

6.4 The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer.

6.5 Until such time the Customer has the Seller's authority to convert the Goods into other products and if the goods are so converted, the parties agree that the Seller will be the owner of the end products.

7. Warranty

7.1 All goods supplied by the Seller are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.

7.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Seller, failure to follow the Seller's instructions, or any alteration or repair carried out without the Seller's approval.

7.3 If the goods supplied to you are damaged on delivery, you should notify the Seller in writing via the e-mail address sales@djscustomclothing.com.au within 14 days. Initially you will be responsible for returning the goods to the Seller at your own cost, your return will be inspected upon delivery to the seller and providing the goods have been returned as required you may be issued with a refund for the carriage costs incurred. The goods must be returned to the address shown below. You must take reasonable care to ensure the goods are not damaged further in the meantime or in transit.

7.4 If the goods supplied to you develops a defect while under warranty or you have any other complaint about the goods, you should notify the Seller in writing via the e-mail address below, as soon as possible, but in any event within 7 days of the date you discovered or ought to have discovered the damage, defect or complaint. Initially you will be responsible for returning the goods to the Seller at your own cost, your return will be inspected upon delivery to the seller and providing the goods have been returned as required you may be issued with a refund for the carriage costs incurred. The goods must be returned to the address shown on our website. You must take reasonable care to ensure the goods are not damaged further in the meantime or in transit.

8. Limitation of Liability

8.1 DJs Custom Clothing total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods.

8.2 Nothing in these conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.

8.3 If you are a business customer the Seller shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

8.4 DJs Custom Clothing liability for direct loss or damage arising from damage to tangible property for which DJs Custom Clothing is liable shall be limited to the GST exclusive price of the relevant Product or Service in connection with which any claim for damage or loss is made.

8.5 The limitation on any exclusion from liability contained in these Conditions shall be subject to the provisions liability act.

8.6 DJs Custom Clothing will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

8.7 If you are a business customer DJs Custom Clothing shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

9. Default & Consequences of Default

9.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.

9.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

9.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.

9.4 If any account remains unpaid at the end of the second month after supply of the goods or services an immediate amount greater than \$50.00 or 20.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

9.5 In the event that:

(i) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or

(ii) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer;

then without prejudice to the Seller's other remedies at law

(iv) the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and

(v) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable in addition to the interest payable under clause 10.1 hereof.

10. Copyright Notice

10.1 All content in whatever format found on djscustomclothing.com.au website is copyright of its respective owner, DJs Custom Clothing and legal action may be taken if any person(s) or business is found using the content found on djscustomclothing.com.au website without permission in advance.

10.2 DJs Custom Clothing does not give you any right or interest in any copyright or intellectual property rights in any Product nor the right to copy them. The copyright in DJs Custom Clothing and the content of all the software, web site and pages relating to the djscustomclothing.com.au web site is owned by, DJs Custom Clothing unless otherwise specified and may not be used, copied or altered without our express consent.

10.3 Copyright extends to the design, look and feel of djscustomclothing.com.au, all photographs on it and its marketing materials.

10.4 DJs Custom Clothing, djscustomclothing.com.au and our logos are trade names of DJs Custom Clothing and may not be used by anyone else without our express permission.

10.5 Some product images and product descriptions within the djscustomclothing.com.au website are Copyright © their respective owners. All brand names, logos and trademarks are property of their respective owners.

10.6 In addition to the above copyright notice any person/persons or businesses wishing to use hyperlinks or links in any other format to link djscustomclothing.com.au must first obtain permission in writing and legal action may be taken if deemed necessary by DJs Custom Clothing if permission was not obtained in advance or if permission was denied.

10.7 Where the Seller has designed or drawn samples or Goods for the Customer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Customer at the Seller's discretion.

10.8 Conversely, in such a situation, where the Customer has supplied drawings, the Seller in its sale conditions may look for an indemnity (the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller).

10.9 Where any designs or specifications have been supplied by the Customer for manufacture, by or to the order of the Seller then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party

11. Errors & Omissions

11.1 Every effort is made to ensure the accuracy of any technical data or literature made available in relation to our products and services.

11.2 All descriptions and illustrations of goods in any catalogue, brochure, information on the djscustomclothing.com.au website, price list or in any other document provided by us are intended for general guidance only and do not form part of any contract between you and us.

11.3 We accept no liability for any error or omissions in such documents and cannot be liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations.

11.4 We will promptly correct any errors brought to our attention.

12. Statutory Rights

All statements, guarantees or warranties in these terms of trading are additional to and do not affect your statutory rights. These terms and conditions are subject to change at any time without prior notice to you.