

Terms and Conditions

These terms and conditions govern the use of solepassion.com.au and the purchase of any goods from it. Please read them carefully.

If you need any clarification of these terms and conditions, please contact us on 0438772600 between 9.00am and 5.00pm Western Australia Monday to Friday (excluding public holidays), or by email.

By accessing, browsing or using this website you acknowledge and agree to be bound by these terms and conditions. Sole Passion Bags reserves the right to amend or update the terms and conditions at any time without providing notice to you.

Disclaimer

The information and ideas contained on the website are provided in good faith and, to the best of Sole Passion's knowledge, are accurate and current. However Sole Passion Bags does not make any representation or warranty as to the accuracy or completeness of that information or those ideas (including any information or ideas provided to this website by third party suppliers). Sole Passion Bags disclaims all representations and warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for purpose and non-infringement of intellectual property rights. For the avoidance of doubt Sole Passion Bags does not warrant that this website or any information or ideas contained on it or any goods or services sold by it will meet your requirements or be fit for a particular purpose.

Copyright

Copyright in this website is owned by Sole Passion Bags. Material or information on the website comprises copyright material, trademarks and registered trademarks ("**intellectual property rights**") which are the property of Sole Passion Bags and third parties. Those intellectual property rights may only be used by you for the purposes of browsing the website and acquiring goods and services from it.

Virus Warning

All care is taken to ensure that the website and Sole Passion Bag's data transmissions are free from viruses. However, it is your responsibility to scan any such data for viruses.

Product information and pricing

Prices of goods and services and delivery fees displayed on the website are current at the time of display. Such amounts are subject to variation without notice. We will always attempt to be as accurate as possible with our product descriptions and pricing. However, we are unable to warrant that such information is accurate, complete, reliable, current or error free.

Placing orders

Orders will not be despatched until payment in full has been received and Sole Passion Bags is satisfied with the integrity of the order. You agree to provide Sole Passion Bags with current, complete and accurate information (including your name, address, email address and credit card number (where applicable)) when placing an order. Should you enter the wrong address, we will not re-send the order to the correct address at our expense.

Placement of an order by you constitutes an offer to enter into an agreement with us. We will email you an order confirmation for the sole purpose of confirming the details of your offer. Please note that our order confirmation does not constitute an acceptance of your offer.

Cancelling orders

We reserve the right to cancel orders at our sole discretion at any time. In those circumstances, we will not be held liable for any loss or damage incurred by you arising out of in connection with the exercise of these rights.

If you need to cancel an order, please contact us immediately on 0438772600. Our agreement with you only comes into existence once we have both confirmed your order and your payment has been successfully processed. Once we have accepted payment for an order, cancellation of the order is within our sole discretion.

Delivery

We will provide you with an estimated date for delivery of all goods. While we make every effort to deliver by this time, all dates specified are estimates only. If an order does not arrive by the due date, we will lodge enquiries with the courier to ensure that delivery occurs as soon as possible.

We will not be held liable for any loss or damage resulting from late delivery. You acknowledge and agree that late delivery does not constitute a breach by us of our agreement and does not entitle you to cancel an order.

Please note that if an item has been lost in transit, we will not despatch a replacement item immediately. Replacement items will only be despatched at our discretion.

We will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.

Returns and Exchanges

You may return any goods or services that has been purchased from the website because you have changed your mind or are unhappy with them. Please note that cosmetics (including hair products and other toiletries) cannot be returned.

If you return goods by posting them to us through Australia Post, please retain the appropriate proof of return. Otherwise, if the returned goods go missing in transit to us, we will deem you not to have returned them. It is your responsibility to ensure that the goods are adequately packaged to ensure that they are not damaged during return transit.

All returned products must be:

1. unused, unopened and in original condition;
2. undamaged;
3. returned within [14] days of delivery; and
4. in a saleable condition.

In the event of a return by you or the recipient of a gift, we will exchange or refund. However, you will pay the postage and handling fee of the return to Sole Passion Bags and re-delivery to you. We will not refund the delivery fee, gift wrapping or other relevant fees.

Defective or damaged goods

You must return defective or damaged goods within [14] days of receipt. If you receive defective or damaged goods, we will refund the original price of the goods, delivery fee and gift wrapping fee by way of the original method of payment. Alternatively, if you request a replacement, we will despatch your replacement goods (subject to availability) once we receive the defective or damaged goods, at our cost.

If, more than [14] days after receipt, goods are found to be defective or damaged, normal warranty conditions for those goods will apply. In those circumstances, it is the recipient's responsibility to incur all costs and to follow warranty instructions as stated on the product warranty card as specified by the manufacturer.

Privacy

Please see our [Privacy Policy](#) page for further information.

Indemnity

You agree to indemnify Sole Passion Bags against any and all claims, loss or damage (including without limitation any claims by third parties) that it may incur arising out of or in connection with a breach of this agreement by you or any user of your account, your use of this website or the placement or transmission of any information on this website by you or any users of your account. Limitation of Liability

Sole Passion Bag's maximum liability in connection with any goods or services supplied to you will, to the maximum extent permitted by law, be limited to:

1. in respect of goods, the replacement or repair of the goods, the supply of equivalent goods, the cost of replacing or repairing the goods or the cost of obtaining equivalent goods; and
2. in respect of services, the re-supply of the services or the cost of re-supplying the services.

Sole Passion Bags will not be liable for any indirect, special or consequential damage including (but not limited to):

- any loss of use, profits, data or other intangibles, damage to goodwill or reputation arising out of or in connection with the use, inability to use, performance of failure of this website; or
- damages for product liability, personal injury or negligence resulting from the use of goods or services supplied to you, or on behalf of you, through the website.

Applicable Law

These terms and conditions are governed by the laws of Western Australia, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Western Australia, Australia.

Privacy Policy

Sole Passion Bags is committed to protecting your personal information. We recognize your right to privacy and treat your personal information as private and

confidential and we will not disclose this information to others without your consent, unless required to by law. The following sets out the different types of information we collect and why we collect it or change any details we may hold. Further privacy information can be obtained on the Privacy Commissioner's website (www.privacy.gov.au).

What information does Sole Passion Bags collect and how is it used?

1. Your email address will not be put on the mailing lists of any third parties and neither your email address nor your name will be disclosed to anyone else. We will only use your name and e-mail address confirm your address and order.

Order information such as your name, billing address, delivery address, email address and phone number are collected in order to effect delivery of the goods and services that you order and to contact you in relation to your order if necessary. These details are retained in our database. Third parties have been engaged to fulfill and deliver purchases. Information will only be provided to those parties to enable them to perform those functions on behalf of Sole Passion Bags. If you elect to pay using your credit card, your card details are only viewed by us. Credit card details are destroyed at the end of the day and not kept on the premises.

2. However, we do use various details to verify information given to us by our customers. At times, we use names on accounts to compare with information on credit cards. We use customer phone numbers and email addresses provided to us to communicate with customers about payments. We may also use addresses to check against credit card billing addresses.

We will pass on any information relating to suspected fraudulent activity to relevant authorities.

3. General site traffic data is also collected for the purpose of site maintenance and improvement. This provides only generalised information about how often certain pages are viewed. This does not identify individual users, but instead helps us to understand what sorts of goods and services our customers are interested in and alerts us to any areas of the site that may be difficult to navigate. This type of information is generally collected by way of cookies.

Cookies are alphanumeric identifiers that are placed on your computer's hard drive through your web browser. Cookies enable our systems to

recognise your browser and welcome you back to the website. Most internet browsers are pre-set to accept cookies. However, if you prefer not to receive cookies, your Internet browser can be adjusted to disable or to warn you when cookies are used. We recommend that you leave your cookies enabled otherwise, you will not be able to shop with us. Our cookies don't send us back any information about your computer or any other information on your hard drive.