

# Terms and Conditions

LendMyTrend

Last Updated: April 2018

---

## **1 What are these Terms and Conditions?**

---

### **Content**

- 1.1 This document contains Terms and Conditions on which LendMyTrend:
- (a)** provides access to its Website;
  - (b)** permits Lenders to offer Garments for rent to a Renter;
  - (c)** allows Renters to use the Website to make Orders; and
  - (d)** allows Lenders to submit their Garments to The LMT Collective, to control and manage the logistical functions of any potential rentals.
- 1.2 These Terms and Conditions apply to all actions undertaken via, or otherwise in connection with, the Website.
- 1.3 Review these Terms and Conditions carefully, and make sure that you understand them before using the Website, making an Order, or requesting a Listing with The LMT Collective.

### **Services**

- 1.4 The service provided via the Website, is an online platform that allows Lenders of certain Garments, to rent out their Garments to Renters. LendMyTrend oversees the logistical functions of the hiring of Garments, for personal use by the Renters.

### **Applicable Laws**

- 1.5 The Website is governed by the Laws of the State of Queensland, and all Users acknowledge and agree that the non-exclusive jurisdiction of the Courts of the State of Queensland will apply.
- 1.6 Nothing in these Terms and Conditions is intended to have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth) or the equivalent laws in each of the States and Territories of Australia, except to the extent permitted by those laws, where applicable.
- 1.7 If you are using the Website from a jurisdiction other than Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.

## 2 Acceptance of Terms and Conditions

---

- 2.1 By using the Website or making an Order, you accept and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must cease use of the Website, and all supporting functions.
- 2.2 When a Visitor to LendMyTrend chooses to 'Sign in/Sign up', they have the option to either 'continue with Facebook' or 'signup with email' in order to confirm the registration process. At the time of signup the visitor will be requested to check the 'you acknowledge and agree to LendMyTrend™'s [Privacy Policy](#) & [Terms and Conditions](#)' box. By clicking this button, a User acknowledges and agrees to LendMyTrend's terms and Privacy Policy.
- 2.3 LendMyTrend may at any time modify these Terms and Conditions. LendMyTrend will notify you of any changes to these Terms and Conditions, either by emailing you (if you have a registered account with LendMyTrend for which you have provided an email address), or by posting a notice on the Website. It is your responsibility to read and understand the updated Terms and Conditions. By continuing to use the Website, or make Orders after changes are made to the terms and conditions, you agree to be bound by such changes. LendMyTrend bears no liability in the case of a User not familiarising themselves with the changes to the Terms and Conditions.
- 2.4 If you read a revised version of the Terms and Conditions and do not accept the new Terms and Conditions, you must cease using the Website and any affiliated services and processes associated with LendMyTrend, including The LMT Collective, immediately. Continued use of the Website, will result in your implied acceptance of any new Terms and Conditions.
- 2.5 You can review the most current version of the Terms and Conditions at any time by clicking on the 'Terms and Conditions' link located at the bottom of the Website. It is the User's responsibility to ensure familiarity with the current Terms and Conditions.

## 3 Definitions

---

Term	Definition
<b>Basic Service</b>	means the Peer-to-Peer service offered by LendMyTrend.
<b>Garment</b>	means pieces of clothing or accessories that are eligible to be Listed by Lenders on the Website for rental to Renters through LendMyTrend.
<b>LendMyTrend</b>	means Lend My Trend Pty Ltd ACN 618 558 688.
<b>Listing Amount</b>	means the dollar amount determined at the initial time of Listing that will be received by the Owner for the rental of a Garment listed on the Website, less the Service Fee and Protection Fee imposed by LendMyTrend.
<b>Listing</b>	means a listing by a Lender of their Garment for rental.
<b>Member</b>	means a person who uses the Website and has completed the Registration process.
<b>Normal Wear and Tear</b>	means minor and insignificant damage, including but not limited to minor stains, small rips, missing beads, or stuck zippers.
<b>Order</b>	means the process of a Renter renting a Garment from a

<b>Term</b>	<b>Definition</b>
	Lender via the Website.
<b>Owner</b>	means the lawful owner of any Garment listed on the Website.
<b>Lender</b>	means a Member who has listed Garments on LendMyTrend for rental.
<b>Payment Cycle</b>	means the designated payment cycle designated by LendMyTrend (at its sole discretion).
<b>Protection Fee</b>	means the fee outlined in clause 7.10 that is added to the Listing Amount, with the Service Fee, to form the Rental Price.
<b>Registration</b>	means the process by which a Visitor becomes a Member of the Website by subscribing and entering personal details.
<b>Rental Period</b>	means the designated rental period determined by a User when renting a garment.
<b>Rental Price</b>	means the price paid by a Renter for any Garment listed on the Website, that is the Listing Amount plus the Service Fee and Protection Fee.
<b>Rental Period</b>	Means the designated Rental Period determined by a User when Renting a Garment. The period begins at 12:00AM AEST on the first day of the rental booking, and ends at 5:00pm AEST on the final day of the rental booking.
<b>Renter</b>	means a Member who hires a Garment through LendMyTrend's Basic Service, or The LMT Collective.
<b>Service Fee</b>	means the fee outlined in clause 7.9 that is added to the Listing Amount, with the Protection Fee, to form the Rental Price.
<b>The LMT Collective</b>	means the Concierge Service operated by LendMyTrend.
<b>User</b>	any person who engages in the site, including a Renter, Lender, Member, or a Visitor.
<b>Visitor</b>	any person visiting the site who does not have a Lender or Renter account with LendMyTrend.
<b>Website</b>	means <a href="http://www.lendmytrend.com">www.lendmytrend.com</a> .

## 4 What is the Website?

---

- 4.1 The Website is an electronic platform, through which Users have the ability to rent Garments directly from the Lender, or through The LMT Collective, and provides the ability for Lenders to list their own Garments.
- 4.2 LendMyTrend's Basic Service is a peer-to-peer intermediary marketing and promotions platform, enabling Lenders to list their Garments, thus facilitating the rental transaction, and ensuring the making of secure Orders.
- 4.3 These Terms and Conditions apply to all Orders made via the Website.

## 5 Signing up as a Member

---

- 5.1 By indicating your acceptance of these Terms and Conditions, and providing the sign-up information that we request as part of your account setup, you become a Member of the Website. As a Member (and in accordance with these Terms and Conditions), you may use your account to act as either:
- (a) a Lender;
  - (b) a Renter; or
  - (c) both.
- 5.2 To be eligible to be a User, you must:
- (a) have the capacity to enter into legally binding contracts under Australian Law;
  - (b) be the card holder of the card being used to facilitate payments, or otherwise, have the card holder's consent; and
  - (c) be a resident of Australia.
- 5.3 Unless otherwise advised, we accept that you sign up as a Member. Upon completion of signing up through Facebook or email, you confirm your acceptance of these Terms and Conditions. You are solely responsible for maintaining the security of your account details. You may not disclose your account details to any third party.
- 5.4 LendMyTrend may reject any Registration, close any account, and withdraw Member access to the Website for any reason, immediately and without notice, at its sole and absolute discretion. This includes if you provide false or incorrect Member account information, establish multiple accounts, do not notify LendMyTrend of changes to your User profile information immediately, or continuously receive complaints or low ratings. You must only provide information to LendMyTrend that is true and accurate, and by using the Website, you undertake to update your information when necessary.
- 5.5 LendMyTrend may, if it chooses, extract basic personal information from publicly available sources. However, it is otherwise up to Members to disclose personal information, such as contact numbers and addresses at their own discretion.
- 5.6 Members may have no more than one active LendMyTrend account. This account will act as both the platform for the Member to rent and List Garments. By agreeing to these Terms and Conditions, the Member agrees to keep their account up-to-date with their latest email address, payment details and postal address (as applicable).
- 5.7 By completing the registration process through LendMyTrend.com, you hereby agree to receive correspondence through either/both Text Message (SMS), email notifications and Facebook Messenger. This correspondence acts as a notification service, notifying the user of events, such as a booking request or cancellation.
- 5.8 Any User wanting to list on The LMT Collective needs to have an active LendMyTrend account in order to do so.

## 6 How does the Website work?

---

- 6.1 All Users acknowledge that the Website comprises of both the Basic Service and The LMT Collective, where both are separate from one another in their use and operation.

- 6.2 The Basic Service merely facilitates transactions between Users, and all transactions are entered into directly between Lenders and Renters. LendMyTrend only provides a platform that is passive and neutral, and acts in a way that is technical and automated.
- 6.3 Each transaction entered into using the Basic Service, creates an individual contract between the Lender and Renter, which is governed by terms equivalent to the relevant aspects of these Terms and Conditions, that apply as to the rights and responsibilities that Renters and Lenders have inter se, but to which LendMyTrend is not a party.
- 6.4 By contrast, the LMT Collective facilitates transactions between the Renter and LendMyTrend, acting on behalf of the Lender of any transacted Garments, under an express contract between LendMyTrend and the Lender for a fixed term.
- 6.5 Each transaction entered into using The LMT Collective, creates a contract between the Renter and LendMyTrend which is governed by these Terms and Conditions.
- 6.6 LendMyTrend in no way guarantees the availability of Garments for rent. This is completely and solely determined by the demand for a particular Garment, which will be influenced by factors including, but not limited to, the style, brand, rental price and condition of the Garment. LendMyTrend accepts no responsibility, and cannot be held accountable, for a Garment not being rented by Renters.

#### **How does the process work?**

- 6.7 Members of LendMyTrend can list their Garments for rent through the Basic Service, or have their Listing published under The LMT Collective. This Listing shall detail:
- (a)** the price for rental of the Garment, which will vary depending on the RRP of a Garment and term of rental (suggested prices are provided for a four-day Rental Period and/or an eight-day Rental Period);
  - (b)** a description of the Garment, including an image of the Garment as provided by the Lender, the rights to which, are retained by the Lender);
  - (c)** the condition in which the Garment is in;
  - (d)** the approximate location of the Garment;
  - (e)** whether the Garments are to be collected or delivered (please see LendMyTrend's Privacy Policy for further details as to the collection of Garments);
  - (f)** the size of the Garment and an approximate fit of the garment;
  - (g)** the gender the garment is intended to be worn by;
  - (h)** the occasion the garment is best worn for
  - (i)** the colour of the garment
  - (j)** the brand of the garment
  - (k)** the process for cleaning the Garment, including whether the Lender or Renter is responsible; and

- (l)** any other additional information determined by the Lender to be of assistance in the rental process.
- 6.8 The Lender must only upload images that are their personal images which they have taken themselves. LendMyTrend accepts no responsibility for the use of commercial images to which the Lender has no rights, but will nevertheless, take all reasonable steps to remove such images from the Website and penalise the User responsible. Penalties may include expulsion from the Website, or the imposition of a temporary ban, to be determined by LendMyTrend in its sole and absolute discretion. The penalties imposed by LendMyTrend are external to any legal ramifications the User may face. If legal action is pursued by third parties due to copyright infringement, LendMyTrend accepts no responsibility, and the User who posted the image is solely liable for the copyright infringement.
- 6.9 LendMyTrend reserves the right to use any, and all images uploaded to LendMyTrend.com for social media and advertising purposes. If you do not wish for your images to be used, you must cease use of LendMyTrend, and request for your listings to be deleted immediately.
- 6.10 Once a Lender has listed their Garment, LendMyTrend reserves the right to approve the Listing, before the Listing appears on the Website.
- 6.11 In some cases, LendMyTrend may upload Garments on behalf of the Lender. In this case, LendMyTrend holds the right to upload photos and include garment details at its sole discretion.
- 6.12 If LendMyTrend has uploaded a Garment on behalf of a Lender, it is the Lender's responsibility to check the listing when it is approved. If there are issues with the listing, it is the Lender's responsibility to correct the listing details.
- 6.13 LendMyTrend reserves the right to not approve listings which have a recommended retail price (RRP) of less than AUD \$120.
- 6.14 LendMyTrend reserves the right to reform a listing from the website at any time. In this event, LendMyTrend will notify the Lender and they will be given 48 hours to respond. If nothing is received from the Lender, the Garment will be permanently deleted from the site.
- (a)** Reasons which your listing may be deleted;
  - (i) Lender is not responding to rental requests (lack of activity);
  - (ii) Poor quality photos, or photos are clearly not the property of the Lender;
  - (iii) Garment is not in line with these Terms;
  - (iv) Rental price of the Garment is too high;
  - (v) RRP displayed is not representative of the Garment's price, therefore deliberately misleading Renters
  - (vi) Insufficient details in the listing;
  - (vii) Lender listing personal contact details such as, website links, emails or contact phone numbers, allowing renters to bypass LendMyTrend and its services to complete rentals;

- (viii) Any other reason determined by LendMyTrend at its sole and absolute discretion.
- 6.15 LendMyTrend reserves the right to either increase or decrease the price of a listing, if the listing fails to meet the general specifications. These changes will be made in order to improve the possibility of a Garment being rented. This is done at LendMyTrend's sole and absolute discretion.
  - (a)** Price adjustments are made to ensure fairness in Rental Prices and uniformity across the site. LendMyTrend recommends the following listing structure;
    - (i) 4-Day Rental Period equivalent to 10% of Garment RRP, not including fees;
    - (ii) 8-Day Rental Period equivalent to 20% of Garment RRP, not including fees.
  - (b)** Rental prices which are equivalent to 40% or higher of the Garment RRP, will not be accepted on LendMyTrend. This is to ensure that items are of a price appealing to prospective Renters.
  - (c)** The minimum rental price for both a 4-Day and 8-Day rental is \$35.
- 6.16 Renters have the ability to contact Lenders prior to renting a Garment, through the messaging platform offered on LendMyTrend. This allows the two parties to communicate and discuss aspects of the Garment in further detail. The messaging platform filters out personal information, including any phone numbers and/or email addresses, prior to the rental, in order to protect the interests of both parties.
- 6.17 When a Renter requests to rent a Garment, the Lender of the Garment under the Basic Service, or LendMyTrend on behalf of the Lender under The LMT Collective, will receive a notification and will either:
  - (a)** accept; or
  - (b)** reject,the offer.
- 6.18 In the event a lender rejects a booking request, they will be required to notify the lender of such reason from the following list:
  - (a)** I have sold the garment
  - (b)** I have decided to no longer rent my garment
  - (c)** The garment has been damaged
  - (d)** Other (please specify)
- 6.19 Booking Requests cannot be made within 24 hours prior to the commencement of the prospective rental. This 24 hour period is left to allow for the organising and transport of the Garment by the Lender to the Renter.

- 6.20 Lenders have 48 hours to accept or reject the rental request from the Renter. After the 48 hour period has expired, the offer shall be deemed rejected if no decision has been made, and the Renter will be notified by email. The Renter may cancel any request before it has been accepted by the Lender.
- 6.21 To cancel a rental request, the Renter must email LendMyTrend Support at [support@lendmytrend.com](mailto:support@lendmytrend.com), so that LendMyTrend can action the cancel request
- 6.22 If the Lender accepts the offer, the Renter provides LendMyTrend full and unconditional authorisation to use payment details, to deduct any rental charges necessary, in accordance with these Terms and Conditions. At this time, the full amount (the Rental Price) will be deducted from the Renter's account immediately, upon the request being accepted by the Lender.
- 6.23 Once the full amount has been received by LendMyTrend, LendMyTrend will provide a secured communication service for the Lender and Renter to communicate their personal information (for example, their addresses) to allow collection of the Garment, or arrange delivery.
- 6.24 This secured communication service is monitored by LendMyTrend in order to ensure that all Users of LendMyTrend are adhering to these terms and conditions. If Users are seen to be breaking these terms, LendMyTrend has the right at its sole and absolute discretion to remove all listings (if applicable) and all account information from the website, without any form of notice.
- 6.25 The term of the agreement is either four days or eight days, as agreed upon when the Lender accepts the Renter's request. In this regard:
- (a)** the Lender must have the Garment made available to the Renter on the first day of the Rental Period, by method agreed upon by the Lender and the Renter; and
  - (b)** on or before the last day of the Rental Period, or next available pickup day (in the case where postage/ sendle are selected), the Renter must return the Garment to the Lender by method agreed upon by the Lender and the Renter.
- 6.26 Failure on behalf of the Lender to make the Garment available to the Renter on the first day of the Rental Period, will result in a cancellation on behalf of the Lender. Failure on behalf of the Renter to return the Garment to the Lender on or before the last day of the rental term, will result in application of LendMyTrend's Late Policy.
- (a)** If the Garment is being posted to the Renter, the Lender must allow adequate time for the Garment to arrive prior to, or on the first day of the Rental Period.
- 6.27 LendMyTrend is in no way liable for injury/damage whilst undertaking the process of delivering/picking-up a Garment. Users have the choice of delivery method and bare any consequences that may be involved with that particular handover method.
- 6.28 LendMyTrend will release funds to the Lender, a minimum of 24 hours after the commencement of the rental. Funds will be processed in relation to each transaction payment cycle. We will process payments for any transaction that occurs within the preceding week, unless we receive written notice identifying that an exchange has not taken place, or there is a dispute relating to an exchange. If a dispute is notified to LendMyTrend we will hold the payment in question until satisfied, at LendMyTrend's sole and absolute discretion, that the dispute has been resolved. This dispute must be confirmed by both the renter and lender. The lender will receive an invoice from LendMyTrend confirming the details of their payment.

- 6.29 Subject to clause 6.27, at the conclusion of the Rental Period, if a dispute has occurred and unless notified by the Lender within ten days of the last day of the Rental Period, the Garment will be removed from the Website.
- 6.30 The LendMyTrend platform will prompt the Lender and the Renter, to rate the other party on their overall experience in dealing with that party (that is, the Lender rates the Renter, and the Renter rates the Lender).
- 6.31 Once the Garment has been returned to the Lender by the Renter, unless the Renter was responsible for dry-cleaning the Garment, the Lender must organise for the Garment to be dry-cleaned. LendMyTrend recommends both Lenders and Renters use ABN registered dry-cleaning services, in order to protect the quality of the Garment. LendMyTrend accepts no responsibility for anything that happens to the garments, whilst in the care of a third party Dry Cleaner.

### **The LMT Collective**

- 6.32 Members who elect to list Garments through The LMT Collective, will be required to lodge an application containing the details of those Garments, and are responsible for providing accurate information when doing so.
- 6.33 LendMyTrend will review any applications submitted by Members to list their Garments through The LMT Collective, and will confirm acceptance or rejection of this application within 14 days.
- 6.34 The LMT Collective has the right to decline any Garment for any reason, and does not need to provide reasoning nor justification for doing so.
- 6.35 Further, The LMT Collective has the right to accept select Garments only, as opposed to all Garments offered for Listing.
- 6.36 The LMT Collective will bear all responsibility for the processes involved in renting out a Garment, once it has been made available by the Lender.
- 6.37 Once The LMT Collective has received a Garment, a complete assessment of that Garment will be undertaken, in accordance with the application lodged, for it to verify the accuracy of the application.
- 6.38 Where a Garment received by The LMT Collective does not accurately reflect the application submitted, the application will be rejected, the Lender will be notified and that Garment will be returned to the Lender.
- 6.39 Once a quality assessment has taken place, LendMyTrend will undertake the standard Listing procedure for the Garment.
- 6.40 The Listing will be completed under The LMT Collective wardrobe collection, not under the Lender's individual name.
- 6.41 The Owner of any Garment listed under The LMT Collective wardrobe collection, shall receive a detailed contract that outlines the agreed term of the listing, the details and condition of the Garment, at the time it was initially received by LendMyTrend, as well as a quoted Rental Price and Listing Amount for the Garment.
- 6.42 The LMT Collective has the right to hold the Garment for the length of the agreed term of the contract, and to fulfil any rental requests from Users.

- 6.43 The LMT Collective has no control over, and is not in any way responsible for whether, or how often, a Garment is rented and therefore, how much income the Garment generates.
- 6.44 The LMT Collective is in no way liable for any damage to a Garment whilst it is being rented by a Renter.
- 6.45 The LMT Collective will return the Garment in the same condition as it was received in, subject to Normal Wear and Tear, and any damage that occurs to a Garment, whilst in the possession of a Renter.
- 6.46 When a Garment listed through The LMT Collective is rented, LendMyTrend will deduct 35% from the quoted Listing Amount outlined in the contract under clause 6.33. The remaining 65% of the Listing Amount, will be passed onto the Owner of the Garment, less Stripe Fees.
- 6.47 The LMT Collective will be responsible for the dry cleaning of all Garments after they have been rented by a Renter. The dry cleaning fee will be deducted from the rental price paid by the Renter.
- 6.48 Photos will be taken of the garment upon The LMT Collective receiving the garment. These will be documented for proof of condition upon receipt.

**What is acceptable to be listed on the site?**

- 6.49 In order to ensure cleanliness and appropriate hygiene, no intimate Garments are to be uploaded to LendMyTrend, including underwear, lingerie, socks and earrings.
- 6.50 Lenders must only upload Garments that are of suitable condition. This means the Garments should not be:
- (a) soiled or stained;
  - (b) torn or ripped;
  - (c) missing buttons; or
  - (d) otherwise affected in a way that reduces the overall quality of the Garment.
- 6.51 All garments uploaded must have a minimum RRP of AUD \$120. Listings which do not meet this minimum RRP, will not be approved.
- 6.52 The approval of Garments is done at LendMyTrend's sole and absolute discretion.
- 6.53 LendMyTrend will review all Listings, and reserves the right to edit or remove any Listings, which contain Garments that do not meet these Terms and Conditions. Items which do not meet the standards set out by these Terms, are determined at the sole and absolute discretion of LendMyTrend
- 6.54 LendMyTrend will notify the Lender if the Garment has been removed, or if the Listing was not approved.
- 6.55 If a Lender wishes to remove their Garment from the site, they may do so directly on the LendMyTrend website from their account. In order to delete a listing, the lender must provide justification to do so:
- (a) I have sold my item;

- (b) I no longer wish to use LendMyTrend;
- (c) I have received no booking requests;
- (d) I have decided to no longer rent my item; or
- (e) Other.

## 7 Payment

---

- 7.1 Renters must pay for Garment rentals, by entering correct information into the LendMyTrend platform, to complete the booking process.
- 7.2 Dry cleaning costs are included in the global Rental Price, unless otherwise stated, or otherwise if these external costs are determined to be paid by the Renter.
- 7.3 LendMyTrend will deduct from the core rental price a Service Fee in consideration for the services provided by LendMyTrend through the Website. The amount to be received by the Lender is determined by the Lender at the time of Listing, that is the Listing Amount (less the garment protection fee if the lender has opted to use the cover). The additional fees will be added onto the rental cost to be paid by the Renter.
- 7.4 LendMyTrend uses a third party service provider 'Stripe' to process Members' payments, and to store listed payment information. When using our payment services, you agree to the third-party provider's Terms and Conditions. LendMyTrend is not liable for the acts or omissions of such third party. The User shall be solely responsible for the transmission of current information connected to your credit or debit card, and LendMyTrend hereby excludes all liability to the extent permitted by law. It is the User's responsibility to keep this updated.
- 7.5 In regards to a Lender's income, LendMyTrend will credit the Lender's account in an amount equal to the listing amount. LendMyTrend will endeavour to deposit the money that the Lender earns renting Garments on the Website, into the Lender's bank account within the next payment cycle.
- 7.6 When listing an item, a Lender must enter their correct bank details, in order for the Listing Amount to be deposited into their account.
- 7.7 The full cost of the Rental Price is debited from the Renter, in order to secure a Garment. This amount will be deducted from the Renter's account immediately upon the Lender accepting the request of the Renter to rent the Garment. If this payment is rejected or cannot be processed, the Garment will cease to be secured, and will therefore be deemed free for other Renters to rent.
- 7.8 In order to maintain the secure transfer of funds, all payments must be made through the Website. If Users attempt to bypass the payment methods, and attempt to make private payment arrangements, LendMyTrend is no longer involved nor responsible in any way, and these Terms and Conditions will be deemed non-applicable and void in respect to that private transaction.
- 7.9 If LendMyTrend attempts to pay a User, either for a rental or a refund and their chosen credit/debit card is no longer active, they have not provided bank details or they are incorrect. The User will have 48 hours to notify LendMyTrend of the change. If a User's payment details are not updated after 48 hours, LendMyTrend has no obligation to pay out the User.

## Fees

- 7.10 For all transactions that are made through the Website, LendMyTrend imposes a Service Fee. This fee is calculated as an addition to the Listing Amount. This will be paid by the Renter, and added onto the initial Listing Amount that is set by the Lender. This fee is dependent on the Listing amount chosen by the Lender.

Rental Amount (AUD)	LendMyTrend Service Fee %
\$500 and above	5
\$350-499	6
\$200-349	8
\$100-199	10
\$35-99	15

- 7.11 For all transactions that are made through the Website, LendMyTrend imposes a non-compulsory Protection Fee of \$10. At the time of accepting a rental. The Lender will be asked if they want to include the Garment Protection Cover. If the Lender chooses to do so, \$10 will be deducted from their income. If the Lender chooses not to, the earnings will be equal to the Listing Price. In the event the Lender does not include Garment Protection Cover, LendMyTrend is in no way responsible for any damage that occurs to the Garment whilst in the possession of a Renter or in transit. See clause 14 for more information on LendMyTrend's Protection Policy.
- 7.12 As addressed in these Terms and Conditions, for The LMT Collective service offered, The LMT Collective will deduct 35% from the Listing Amount, e.g. if an Owner is quoted a listing amount for a Garment listed through The LMT Collective of \$100, when that item is rented, LendMyTrend will deduct \$35 in consideration for the services offered in association with The LMT Collective, and pass on the remaining \$65 to the Owner.

## 8 Delivery and Pick-up

---

- 8.1 Delivery can be facilitated by:

- (a) the Lender delivering the Garment to the Renter's location;
- (b) the Renter picking the Garment up from the Lender's location;
- (c) the Lender and the Renter meeting in a pre-determined mutual location to exchange the Garment;
- (d) all delivery services and Postage of the Garment by either the Lender to the Renter prior to the commencement of the Rental Period, or the Renter returning the Garment to the Lender; and
- (e) any other combination or process agreed upon by the Renter and the Lender, after the booking is confirmed.

- 8.2 Subject to clause 6.17, on the day of a rental, LendMyTrend will assume that a rental has occurred. If the rental does not take place, it is the responsibility of both the Lender and the Renter to alert LendMyTrend that the exchange did not occur. Notice in writing is to be provided to [support@lendmytrend.com](mailto:support@lendmytrend.com) within 24 hours after the agreed rental date.
- 8.3 If LendMyTrend is not notified in writing of any disputes within 24 hours of the Rental Period commencing, the rental will be deemed as successful, and thus any funds held on behalf of the Renter, will be credited to the Lender, in accordance with these Terms and Conditions.

## **9 Postage**

---

- 9.1 LendMyTrend offers the ability for Lenders to specify an additional postage fee, for any Garment listed on the Website. If the Lender wishes to make their Garment available for postage, for the purpose of honouring a rental, the postage fee is subsequently added onto the Rental Price of the Garment.
- 9.2 The Renter has the option to include postage when renting any Garment through the Website, subject to the Lender of that Garment specifying a postage fee.
- 9.3 In the event that a Garment is posted to a Renter, the Renter must too bare the cost of postage to return the Garment to the Lender on the last day of the rental period. Unless otherwise factored into the initial postage fee paid by renter.
- 9.4 Lenders are required to post the Garment to the Renter so that it arrives prior to, or on the first day of the Rental Period. When returning the Garment to the Lender, Renters are expected to post the Garment prior to the conclusion of the final day of the Rental Period.
- 9.5 The disclosure of postal addresses of both the Lender and the Renter will be done so by the LendMyTrend system upon the lender entering their details into their profile and the renter entering their details upon requesting to book the item.
- 9.6 The postage service chosen is left to the discretion of the Lender and Renter, unless in the event Sendle is requested – in which case the details of this will be confirmed through the LendMyTrend platform. For issues with the process, the lender and or renter must consult Sendle directly. For the Basic Service, LendMyTrend acts as a passive platform to facilitate the transaction of funds for postage, if the option is selected, and is not responsible for the postage of Garments.
- 9.7 The LMT Collective utilises Australia Post for the postage of all Garments to Renters.
- 9.8 LendMyTrend bares no liability while the Garment is in transit with the third party postal service. LendMyTrend cannot be held accountable for any loss of the Garment, damage to, or delay in receiving the Garment whilst with the postal service.
- 9.9 If you are unsure of the postage process, LendMyTrend recommends that you seek out the accurate information relating to the service in which you have chosen. Any such information will be held in their respective terms and conditions or other policies.
- 9.10 LendMyTrend offers Sendle as an alternative postage service for Users. LendMyTrend is in no way liable for any damage, loss or time in transit for Sendle. Any and all postings will Sendle fall under their respective terms. It is a User's responsibility and read these terms before using the service.

- 9.11 When using Sendle, LendMyTrend's platform allows for at least two business days prior to the rental in hope that the Garment arrives prior to/on the first day of, the rental period.
- 9.12 Sendle does not deliver to certain locations in Australia, if Sendle does not deliver to this area, User's will need to seek out an alternative postage method.
- 9.13 When a renter elects to use Sendle to receive the garment, Sendle must be booked at that time to return the garment. It is compulsory to use sendle for transport both to and from the lender and renter.

## **10 Communications**

---

- 10.1 By agreeing to LendMyTrend's terms and conditions the User agrees to receive communications from LendMyTrend electronically via email/ SMS notification and agree to have an up-to-date and current email address and mobile number listed on their LendMyTrend Account.
- 10.2 LendMyTrend suggests Users view their 'spam' folders from time to time to ensure that communications from the Website are not being directed to that folder. Not reading notifications due to emails being re-directed to the 'spam' folder is not a justifiable excuse for not being notified.
- 10.3 All correspondence from LendMyTrend will be assumed to be read upon receiving the good.
- 10.4 Any communications between the Lender and Renter in finalising details such as the exchange location or any other details in connection with the rental process must be completed through LendMyTrend's communication portal. LendMyTrend is not responsible for any communication that occurs outside of this.
- 10.5 Any dispute which arises due to electronic communication outside of the services provided by the Website will not be the responsibility of LendMyTrend.
- 10.6 Any disputes or complaints between Lender and Renter communicated to LendMyTrend other than as set out in these terms and conditions will not be dealt with by LendMyTrend.

## **11 Refunds**

---

- 11.1 At exchange if the Garment does not meet the listed condition, description or size as determined by the Renter and LendMyTrend, the transaction is void and the Renter will be fully refunded. In this case, the Lender will not receive any proceeds from the rental. This does not cover approximate fits and does not guarantee a refund will take place in the event that the garment does not fit the renter. LendMyTrend reserves the right to determine if the Garment meets the listed condition, description or size based upon the evidence received from both parties and if a refund will be granted.
- 11.2 LendMyTrend does not offer interstate refunds.
- 11.3 If a Garment does not arrive to a Renter prior to the commencement of the rental period, LendMyTrend at its sole and absolute discretion has the ability to grant the Renter a refund.

- 11.4 After the initial refund claim, to progress to the next step the Garment must be returned to the Lender and an airway bill or tracking number supplied to validate the Garments return. Once this has occurred LendMyTrend will proceed further and view the individual case to see whether the Renter is entitled to a refund through both LendMyTrend's refund and cancellation policy.
- 11.5 If LendMyTrend attempts to refund a User to their original card and the refund is unsuccessful through card expiration, cancellation, etc. LendMyTrend allows Users a 48 hour period to update their details, after which LendMyTrend is not liable to pay out the refund amount. See clause 7.9
- 11.6 If a refund is granted, refunds will only be credited to the original payment method used.

## 12 Late Returns

---

- 12.1 If a Garment is not returned on the agreed return date and LendMyTrend has received notice from the Lender, a daily late fee will be charged to the Renter's payment method, commencing on the day after the agreed return date.
- 12.2 In this clause, a day is defined as a 24 hour period.
- 12.3 This late return fee will be charged through LendMyTrend's third party payment provider 'Stripe'. This provider holds a User's card details, and provides LendMyTrend with the capability to debit the payment method, which was originally used to secure the rental.
- 12.4 This automatic charge will only be applied, once the Lender has notified LendMyTrend in writing that the Garment has not been returned to the Lender by the agreed upon Rental Period completion date
- 12.5 Daily late fees will be charged on the following basis
- (a)** \$20 per day for Day One and Day Two;
  - (b)** \$50 per day for Day Three and Day Four;
  - (c)** \$100 per day from Day Five to Day Seven; and
  - (d)** \$200 per day from Day Eight to Day Fourteen.
- 12.6 These amounts will continue to be deducted until:
- (a)** the full recommended retail price of the Garment listed by the Lender (less the original rental amount already paid), has been paid in full to the Lender,
  - (b)** the Garment is returned to the Lender; or
  - (c)** 14 days has passed,
- whichever comes first.
- 12.7 In the event the Garment is posted, late fees will cease, once LendMyTrend has received proof of postage, in writing, from the Renter. In this clause, proof of postage is reflected by a trackable number (Airway Bill) and also the name of the postage service chosen. This information will be used to determine whether the Garment has

indeed been posted. As stated in clause 9, LendMyTrend is in no way liable for the transit time for the return of a Garment.

- 12.8 In order to cover the service provided, LendMyTrend has the authority to deduct 15% of all late fees paid through the website to the Lender.
- 12.9 If the late return amount repaid to the Lender means the total repayment is larger than the recommended retail price of the Garment, because of the increments in which the late fees are structured, this amount will be credited to LendMyTrend. For example, if the recommended retail price of a Garment is \$300 and the rental price was \$70, the Renter will be charged a late return fee of \$20 on day one, \$20 on day two, \$50 on day three and day four, and \$100 on day 5). This equates to a total amount paid by the Renter to \$310. Therefore, this Renter will cease being charged after day 5. The additional \$10 paid by the Renter, will be credited to LendMyTrend, and not reimbursed to the Renter, nor the Lender.
- 12.10 If the recommended retail price is paid in its entirety before the 14<sup>th</sup> day, the late fee charges will cease.
- 12.11 If the recommended retail price is not paid in its entirety by the 14<sup>th</sup> day, LendMyTrend reserves the right to deduct the remaining balance (recommended retail price, less rental cost, less total late fees paid to date) from the Renter's specified payment method. Once the full amount has been paid out by the renter, the renter then owns the garment.
- 12.12 If a Garment is due to be rented by another Renter when that Garment has not been returned, the next Renter will be provided with a full refund. LendMyTrend will attempt to give the next Renter 48 hours' notice if LendMyTrend has reason to believe that the Garment will not be returned in time, for the next said Rental. However, this may not be possible, depending upon on the timeframe between rentals.

### **13 Cancellation Policy**

---

- 13.1 If the Renter decides they no longer wish to rent a Garment after placing an Order, the Renter will receive a full refund, less LendMyTrend's service and protection fees, unless the cancellation occurs less than 24 hours prior to the Rental Period beginning or as soon as the Renter takes possession of the Garment.
- 13.2 If the Renter decides within 24 hours of the Rental Period beginning, or as soon as they take possession of the Garment that they no longer wish to rent a Garment, the Renter forgoes the full amount of the rental price including LendMyTrend's service fees.
- 13.3 If the Lender decides they no longer wish to lend the Garment at any point after accepting the rental request, the Renter will receive 100% of the amount paid, once the Lender cancels the transaction.
- 13.4 If on the day of the scheduled Garment exchange, the Lender fails to provide the Renter with access to the Garment, this will be treated as a cancellation on behalf of the Lender. In these circumstances the Renter will be reimbursed 100% of the amount paid. LendMyTrend may, in its sole and absolute discretion, elect to suspend a Lender's Listing privileges if this happens on multiple occasions.
- 13.5 If on the day of the scheduled Garment exchange, the Renter fails to take possession of the Garment from the Lender (other than through fault of the Lender), this will be

treated as a cancellation on behalf of the Renter. This will be treated as a cancellation within 24 hours of the Rental Period commencing and the full Rental Price will therefore be payable by the Renter, and passed onto the Lender (less LendMyTrend's service fees). The Renter will receive no reimbursement.

- 13.6 If the Renter can provide valid reasoning to the satisfaction of LendMyTrend in its sole and absolute discretion, and produce appropriate evidence as to their cancellation within 24 hours of the Rental Period beginning, LendMyTrend reserves the right to refund the Renter accordingly. Such circumstances include, but are not limited to:
- (a) loss of life; or
  - (b) severe illness.
- 13.7 By agreeing to these Terms and Conditions, the Lender is agreeing to forgo their rental income in such circumstances due to there being no fault by the Renter.

## 14 Garment Protection Guarantee

---

Disclaimer: LendMyTrend in no way offers a security or insurance product, as the purchase or sale would be unlawful under the Securities, Insurance or other Laws of Australia. LendMyTrend's internal damage policy, is in no way an insurance policy, and LendMyTrend has no obligation to provide or arrange, any form of insurance product. LendMyTrend recommends Lenders take out adequate insurance policies for their personal items through licensed third party insurers. This responsibility is left to the Lender at their sole and absolute discretion. LendMyTrend is in no way liable for any disputes or issues which arise from this third party provider.

- 14.1 LendMyTrend is in no way responsible for any damage caused to the Garments during a Rental Period, by either the Renter themselves, or any third party the Garment may come into contact with, including, but not limited to any dry cleaner.
- 14.2 Renters are liable for the loss, destruction or damage to a Garment in all circumstances, other than in cases deemed by LendMyTrend to be considered Normal Wear and Tear.
- 14.3 Notwithstanding clause 14.1, and subject to the following conditions, LendMyTrend agrees to pay the Lender to repair or replace damaged Garments (**Garment Claim**):
- (a) Renter returns the said Garment to the Lender on the conclusion of rental. Responsibility under the following conditions is placed upon both parties to determine damage;
  - (b) The Renter and/or Lender lodges a claim in writing with LendMyTrend within 24 hours of the Garment being returned by the Renter;
  - (c) The lender has been deducted the Garment Protection Fee (\$10) , if the Lender has chosen to include this fee, it will be deducted from their earnings; and
  - (d) The lender pays the Renter Guarantee Fee (\$100) after LendMyTrend has determined the legitimacy of the claim. This is done at the sole and absolute discretion of LendMyTrend;

- 14.4 All parties acknowledge and agree that the maximum amount payable by LendMyTrend (determined by LendMyTrend's absolute discretion) in relation to each Garment Claim is:
- (a) \$500 (inc. GST); or
  - (b) 75% of the recommended retail value which accounts for the depreciated value;
- whichever is the lower amount.

### **Lodging a Garment Claim**

- 14.5 To lodge a Garment Claim, a Lender or Renter must lodge a claim with LendMyTrend by sending a Damage Report Form in an email to LendMyTrend's Customer Service Team at [support@lendmytrend.com](mailto:support@lendmytrend.com) within 72 hours of the Garment return.
- 14.6 The Damage Report Form is available on LendMyTrend.com, and is required to be filled out in its entirety, in order for it to be processed and acted upon.
- 14.7 The Garment Claim must include evidence of any damage to the Garment, evidence of the prior condition of the Garment, and a financial value of the claim justified by Quote, and or Invoices to repair any said damage.
- 14.8 Quotes and Invoices for damage repairs must be obtained from an ABN registered provider.

### **Fees**

- 14.9 In this clause;
- (a) Garment Protection Fee means the non-compulsory non-refundable fee deducted at the time of booking of, this fee is elected to be included by the Lender at the time of accepting the booking:
    - (i) \$10 for all Garments listed on LendMyTrend.
  - (b) Lender Guarantee Fee means \$100 paid at the time of Lodging a claim. This fee serves as extended warranty coverage.

### **Disputes**

- 14.10 All disputes throughout the process are subject to LendMyTrend's dispute resolution policy. For a copy of this Policy email [support@lendmytrend.com](mailto:support@lendmytrend.com)

## **15 Feedback and Ratings**

---

- 15.1 Feedback is essential to LendMyTrend's service, and therefore every User is required to complete a basic '5-star rating survey' after a rental transaction has taken place. This rating must be completed, before the User can move onto the next transaction.
- 15.2 The Renter will rate the Lender on the quality of the Garment, the ease of collecting (or having delivered) the Garment, timeliness of responses, and the overall experience with that Lender.

- 15.3 The Lender will rate the Renter on the timely return of the Garment, the state the Garment was returned in, and the overall experience with that Renter.
- 15.4 An average star rating will be displayed for each Renter and Lender, as a guide for future Renters and Lenders to gauge the reliability of either a Lender or a Renter. However, individual ratings are confidential, and are not made available to Renters and Lenders on a case-by-case basis.
- 15.5 To provide additional feedback, you can email LendMyTrend's Customer Service Team at support@lendmytrend.com. In doing so, the User authorises LendMyTrend to contact the User who supplied the feedback in order to gain a further understanding of the feedback provided.
- 15.6 LendMyTrend has the right to alter or edit any feedback or ratings a User may receive if it is:
- (a) deemed by LendMyTrend in its sole and absolute discretion, to be unfair or unrealistic; or
  - (b) not deemed to be truthful, based on information in the possession of LendMyTrend

## **16 No agency**

---

Except as otherwise set out in these Terms and Conditions, no agency, joint venture arrangement or partnership is to be established from the transactions taking place within the LendMyTrend platform, nor in these Terms and Conditions.

## **17 Lender Terms**

---

- 17.1 By Listing a Garment on the Website, the Lender represents and warrants to LendMyTrend that:
- (a) the Lender has a valid bank account with corresponding bank details attached to their User account, in order for funds to be deposited;
  - (b) the Lender has the ownership of the Garment Listed, or is properly authorised to lend out the Garment;
  - (c) the Garment is free from any third party encumbrances;
  - (d) the Lender is offering the Garment to be hired on the Lender's own account, and not on behalf of any third party, and that the Lender is not impersonating any person or any entity, including LendMyTrend;
  - (e) the Garment is in good condition, in the form described, of satisfactory quality, fit for purpose, and safe;
  - (f) the Lender is solely responsible for the accuracy, legibility and compliance of any Listing, and the Lender is solely liable for false, misleading, inaccurate, infringing or other actionable material contained or referred to therein; and
  - (g) the Lender's listing of a Garment for hire does not infringe the intellectual property rights of any third party, including copyright, patent, trademark,

trade secret or other proprietary or intellectual property rights, or rights of publicity or privacy.

- 17.2 Lenders must not list on the Website any Garments of an inappropriate nature, including any Garments which LendMyTrend, at its absolute discretion, considers to be immoral or inappropriate.
- 17.3 The Lender acknowledges that it is exclusively responsible for paying all applicable taxes arising as a result of its use of the Website, including Goods and Services Tax in accordance with the terms of *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 17.4 By having a Listed item on the Website, the Lender grants LendMyTrend an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to host and to display the contents of the Listing.

## **18 Lender verification**

---

- 18.1 LendMyTrend has introduced a feature which allows Lender's to apply to achieve verified status on the website. The conditions to achieve verification are as follows:
- (a)** At least a 4.5-star User rating;
  - (b)** 10 Garments listed on the platform;
  - (c)** 5 completed successful rentals;
  - (d)** Or, alternatively, if the Lender can prove they have rented out their own Garments previously on a considerable scale. Whether or not a Lender meets this requirement, is left to LendMyTrend's absolute discretion.

## **19 Renter Terms**

---

- 19.1 If a Garment is damaged or lost, the Renter shall notify the Lender as soon as practicable, upon the loss or damage of the Garment (in writing). If a Garment is damaged, the Renter shall not attempt to repair the Garment themselves. If the Garment is lost or damaged, the Renter is liable for the cost of any repair or replacement, immediately on notification in writing from the Lender, of such costs.
- 19.2 The Renters acknowledge that, unless otherwise agreed in writing with the Lender, they are responsible for:
- (a)** collection of the Garments (either from the address provided by the Lender, or an address agreed by the Lender and Renter from time to time) at the beginning of the Rental Period; and
  - (b)** return of any Garments (either to the address provided by the Lender, or an address agreed by the Lender and the Renter from time to time) on or before the last day of the Rental Period.
- 19.3 By renting a Garment from a Lender, the Renter agrees that the Renter shall, whatever the circumstances:

- (a)** pay the full Rental Price on acceptance of the Renter's request, in accordance with these Terms and Conditions;
  - (b)** ensure the Garment is kept and used, in a proper and prudent manner;
  - (c)** ensure the Garment is kept in a clean and good condition;
  - (d)** ensure the Garment is not taken outside of Australia, without the prior written consent of the Lender;
  - (e)** not remove, delete or obscure any mark placed on the Garment by the Lender to identify it as property of the Lender; and
  - (f)** have no title in, or right of lien over, the Garment.
- 19.4 When a Lender offers to agree to the terms of a rental transaction, the Renter shall provide its payment details. The Renter shall provide and give LendMyTrend authorisation for full payment of the relevant rental price and service fees to be taken through the third-party payment provider 'Stripe'. The price includes:
- (a)** the rental fee, which is the fee for the hire of the Garment which is paid to the Lender after the first day of the period; and
  - (b)** the LendMyTrend commission,, which is calculated and shown on the Website, once the rental fee is settled.
  - (c)** a protection fee, see clause 14 for LendMyTrend's Garment Protection Guarantee Policy.
- 19.5 LendMyTrend reserves the right to void any transactions from obvious errors or mistakes including, for example, errors or mistakes due to human error or technical fault resulting in a Garment being mispriced upon listing. This also includes false Listings on the behalf of a Lender.

## **20 Your Conduct**

---

- 20.1 By using the Website, you agree not to upload, post, e mail, or otherwise send or transmit any material that contains viruses, trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware of telecommunications equipment, associated with the Website.
- 20.2 You agree and undertake to keep your account details confidential, not to disclose your details to any other person, and not to permit any other person to log in to the Website, using your account details.
- 20.3 You agree not to interfere with the servers or networks connected to the Website or to violate any of the procedures, policies, or regulations of the network connected to the Website, including these Terms and Conditions.
- 20.4 You also agree not to:
- (a)** attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardise the correct functioning of the Website, or otherwise attempt to derive the source code of the software

(including the tools, methods, processes and infrastructure) that enables or underlies the Website;

- (b)** attempt to gain access to secured portions of the Website to which you do not possess access rights;
- (c)** impersonate another person while using the Website;
- (d)** contact anyone who has not asked to be contacted;
- (e)** solicit other Users in relation to the lending or borrowing of Garments outside of the Website;
- (f)** collect personal data about other Users for commercial or unlawful purposes;
- (g)** conduct yourself in a vulgar, offensive, harassing or objectionable manner whilst using the Website;
- (h)** resell or export software associated with the Website;
- (i)** post, email or otherwise make available content on the Website that constitutes 'spam', 'junk mail', 'chain mail', a 'pyramid' or 'Ponzi' scheme, 'affiliate marketing' or any unsolicited commercial marketing; or
- (j)** use any automatic or manual process to search or harvest information from the Website, or to interfere in any way with the proper functioning of the Website.

20.5 Users acknowledge that all content posted, uploaded or linked to the Website, is the sole responsibility of the User from whom the content originated, and that LendMyTrend does not monitor content. Users release LendMyTrend from any liability arising as a result of any content. If Users have any complaints in relation to content, they should contact LendMyTrend's Customer Service Team at support@lendmytrend.com, providing a full explanation of their complaint.

20.6 Users must correspond with each other using the Website and are prohibited from agreeing to the payment of additional sums to other Users, outside of the Website. Should LendMyTrend become aware that any User has made, or received, or plans to make or receive any such sums, LendMyTrend reserves the right to terminate or suspend the relevant User account(s).

## 21 Our Rights

---

In providing you with access to the Website, and permitting Users to rent Garments via the Website, LendMyTrend reserves the following rights, and in accessing, browsing or otherwise using the Website (including but not limited to, by placing an Order), you grant to LendMyTrend and agree that LendMyTrend shall have the following rights:

- (a)** the right to refuse or withdraw your access to the Website, in accordance with applicable laws for any reason at any time (with or without notice) in LendMyTrend's sole and absolute discretion;
- (b)** the right to suspend, amend or disable your LendMyTrend account without giving notice, or any reason;

- (c) the right to remove or amend any Listing, without notice or explanation;
- (d) the right to cancel any Order, without notice or explanation;
- (e) the right to amend or update the Website, billing methods, or these Terms and Conditions from time to time; and
- (f) the right to report you to the Police or any other judicial body. Should LendMyTrend believe in its sole and absolute discretion, that your conduct (whether in using the Website, making an Order for any Garment, or otherwise) is, or may be, unlawful.

## **22 Intellectual Property**

---

- 22.1 LendMyTrend and its licensor(s) are the sole Owners of the Website, which includes the software, domains and any/all content made available through the Website.
- 22.2 The LendMyTrend brand and the Website, are protected by Australian and international copyright, and other intellectual property laws. Without limitation, this means that you may not sell, export, license, modify, copy, distribute or transmit the Website (or any part of it), or any material provided through the Website, without LendMyTrend's prior written consent.
- 22.3 Any unauthorised use of the Website, will result in the automatic termination of the limited license granted by LendMyTrend. LendMyTrend reserves the right to terminate the limited license without notice, at any time following any unauthorised use by you, of the Website.
- 22.4 LendMyTrend and its graphics, logos and service names related to the Website are Registered and unregistered trademarks or trade dress of LendMyTrend. They may not be used without LendMyTrend's prior express written permission.
- 22.5 All other photographs of Garments provided by Lenders, or trademarks not owned by LendMyTrend that appear in connection with the Website, are the property of their respective Lenders, who may or may not be affiliated with, connected to, or sponsored by, LendMyTrend.

## **23 Privacy**

---

- 23.1 The User provides LendMyTrend with information when you register an account via the Website. LendMyTrend also collects information relating to you (for example on your usage and rental history) and to Users of the Website in general. Any information that you submit, or that LendMyTrend collects when you are using the Website, is subject to LendMyTrend's Privacy Policy.
- 23.2 LendMyTrend's Privacy Policy is available on the Website, or can be obtained by requesting a copy, by emailing our Customer Support Team at [support@lendmytrend.com](mailto:support@lendmytrend.com)

## **24 Extension of Rental Period**

---

- 24.1 If once a Garment has already been rented, the Renter deems they wish to rent the Garment for a longer period of time, the Renter can do so, by re-renting the said Garment on the Website, following the same procedure, subject to availability. If the

Garment is not available for an extended period, the extension cannot be effected, and the Renter must return the Garment at the original agreed upon time.

- 24.2 If the Renter cannot return the Garment on, or before the last day of the Rental Period or the next available delivery day, this will result in the application of LendMyTrend's Late Policy.

## **25 Cleaning Policy and Procedure**

---

- 25.1 The Cleaning Policy is to be determined by the Lender at the time of Listing. The Lender will determine if:
- (a) the Lender is responsible for cleaning the Garment; or
  - (b) the Renter is responsible for cleaning the Garment.
- 25.2 If the Renter is responsible for cleaning the Garment, this must be done before the Rental Period ceases, and the Renter must have written evidence of completion of the dry cleaning by an ABN registered dry cleaner. If dry cleaning cannot be completed by the required time, it will result in application of LendMyTrend's Late Policy.
- 25.3 If the Renter is responsible for cleaning the Garment, and the Garment is damaged whilst being dry cleaned, the Renter will be deemed responsible for any damage to the Garment.
- 25.4 If the Lender is responsible for cleaning the Garment, a small cleaning fee will be included in the Renter's rental fee to cover the dry cleaning cost. The Lender must ensure when accepting rental applications, that they have enough time to clean the Garment between rentals.
- 25.5 For any Garments that are listed under The LMT Collective, LendMyTrend will bear full responsibility for ensuring the Garment is dry cleaned as appropriate, and kept in a good condition for rental. LendMyTrend is not liable for any damage that may occur to the garment whilst in the care of the third party dry cleaner.

## **26 Force Majeure**

---

LendMyTrend accepts no liability for any loss or damage suffered by any party, due to external issues outside their control. These include, but is not limited to, issues such as fire, flood, network blackouts, acts of God and earthquakes.

## **27 Security**

---

- 27.1 Whilst LendMyTrend has implemented commercially reasonable measures to secure your personal information from unauthorised use, LendMyTrend cannot guarantee that unauthorised third parties will be unable to defeat those measures. You, the User, acknowledge that you provide your personal information at your own risk.
- 27.2 LendMyTrend employs a third party secure payment platform 'Stripe', to ensure the secure transfer of funds. LendMyTrend is in no way liable for any loss or misplacement of these funds.

- 27.3 LendMyTrend gives Users the ability to control the disclosure of their sensitive personal information, including their address. The disclosure of this information is completely and solely determined by the User, at their discretion.

## 28 No Warranty and Limited Liability

---

- 28.1 To the extent permitted by Law, and subject to clause , LendMyTrend provides the Website 'as is' and without any warranty, representation or condition, whether express, implied or statutory.
- 28.2 To the extent permitted by Law and subject to clause , LendMyTrend, including it[s] shareholders, directors, officers, employees and agents, assumes no liability or responsibility for:
- (a) any errors or omissions in the Website;
  - (b) any failures, delays or interruptions in the Website;
  - (c) any failures, delays or interruptions in delivery of any Garments;
  - (d) any losses or damages arising from:
    - (i) the use of the Website;
    - (ii) any delay in delivery of any Garments;
    - (iii) any errors in any Order; or
    - (iv) Garments that are not of a satisfactory quality, or do not match their description; and
  - (e) any conduct by Users of the Website.
- 28.3 To the extent permitted by Law, and subject to clause , in no event shall LendMyTrend, including its shareholders, directors, officers, employees or agents, be liable (jointly or severally), to any User for loss of use, or any special, incidental, indirect or consequential damages arising out of, or in connection with the Website, or the publication of any content.
- 28.4 If any court of competent authority holds any provision of this section to be unenforceable, then liability of LendMyTrend will be limited to the fullest possible extent permitted by Law.
- 28.5 From time to time you may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites, you agree to be bound by the Terms and Conditions of such third parties governing their services, promotions and websites and hereby acknowledge, that LendMyTrend shall not be responsible for the provision of services, accuracy of promotions, or content of websites belonging to or operated by third parties.
- 28.6 Nothing in these Terms is intended to limit any of your rights under the *Competition and Consumer Act 2010* (Cth). If the *Competition and Consumer Act 2010* (Cth), or any other legislation, states that there is a guarantee in relation to any goods or services supplied by us in connection with these Terms, and our liability for failing to comply with that guarantee cannot be excluded, but may be limited, then clauses

28.1 to 28.3 do not apply to that liability. Instead, our liability for that failure is limited to (at our election):

(a) in the case of a supply of goods, our replacing the goods or supplying equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods, or paying the cost of having the goods repaired; or

(b) in the case of a supply of services, our supplying the services again or paying the cost of having the services supplied again.

28.7 **Mandatory notice:** *Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the good repaired or replaced, if the good fails to be of acceptable quality, and the failure does not amount to a major failure.*

## 29 Indemnity

---

Each User agrees to indemnify and hold LendMyTrend and its related companies, and each of their respective shareholders, directors, officers, employees and agents harmless from and against, any third party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of such User's breach of these Terms and Conditions or its violation of any Law or rights of any third party.

## 30 Disputes

---

- 30.1 Where a dispute has arisen between two or more Users in respect of a rental transaction, the Renter acknowledges and agrees, that all Garments must be returned to the Lender, in accordance with the provisions of these Terms and Conditions.
- 30.2 Where a dispute has arisen between two or more Users, the Users agree to attempt in good faith, to resolve any such dispute by negotiation. If the matter is not resolved through negotiation, the Users may contact LendMyTrend's Customer Service Team at support@lendmytrend.com with a full written explanation of their dispute, and providing supporting evidence where appropriate. LendMyTrend may refer Users to a dispute resolution service, to be undertaken at the User's own expense. LendMyTrend may also use its rights to suspend, or remove, any User account at its sole and absolute discretion.
- 30.3 Nothing shall prevent either the Lender or the Renter, from commencing court proceedings against one another.

## 31 Termination

---

LendMyTrend may change or discontinue the availability of the Website at any time, without prior notice, and reserves the right to terminate these Terms and Conditions for such circumstances.

## **32 General**

---

- 32.1 If any court of competent authority, determines that any term of these Terms and Conditions is invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining Terms, which shall continue to be valid, to the fullest extent permitted by Law.
- 32.2 Headings are for reference purposes only, and in no way, define, limit, construe or describe the extent or scope of any substantive term.
- 32.3 LendMyTrend's failure to enforce any provision of these Terms and Conditions, shall not constitute a waiver of that provision.
- 32.4 You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner, with all or any of your rights under these Terms and Conditions without prior express written consent from LendMyTrend.
- 32.5 These Terms and Conditions represent the entire understanding and agreement between you, the User and LendMyTrend, with respect to the subject matter hereof.

