Terms and Conditions

The Terms and Conditions were last updated on May 7, 2024

1. Introduction

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

4. Intellectual property

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

4.1 All the rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

5. Third-party property

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

6. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

7. Refund and Return policy

7.1 Returns

All sales are final, and cannot be cancelled once the order is placed.
If you change your mind or receive your order and don't think it's suitable, please contact us within 14 days of delivery.

Items purchased in person at Joe Avati live shows are not eligible for refund and only qualify for exchange or a store credit/gift card. Please also use the method below to return items bought in person at live shows and also for items purchased online, and state in your email the place and date of purchase.

To initiate a return

To initiate a return you can contact us at **shop@joeavati.com**. Include a copy of your receipt and any other information necessary such as photos of the damages or incorrect printing.

If your return is accepted

If your return is accepted we will send you a return shipping label, as well as instructions on how and where to send your package. Items sent back to us without first requesting a return will not be accepted.

Note: we do not offer a refund for change of mind. We are more than happy to assist with your decision, so please feel free to get in contact before making your purchase. In the event an order is cancelled at our discretion, we will charge a restocking fee of 10% to cover costs associated with cancelling the order.

A store credit for the purchase price will be issued where the item is returned to us (at the customer's expense) in unopened, unused and unwashed condition. The product must be in the original packaging with all packaging materials/leaflets etc included. If an item is received back in any other condition, we will return it to you. Returned items must be received within 30 days of initial delivery to the customer.

Faulty Items

In the unfortunate event you receive an item you believe is faulty or incorrect, please email us within 7 days of receiving the item with a description and photos/video and we will get back to you as soon as possible to rectify the situation.

Wear and tear or improper use/care is not considered a fault. While the products we stock are of a high quality, nothing is indestructible and general wear and tear is common with products. Please follow all care instructions with our products to use your new goodies properly so they are looked after to the best of their ability.

Product disclaimers:

Sometimes there might be vinegary smell on the garments you receive. Luckily the odour is just a temporary addition. Now that your product is out of the confined space of the shipping bag, the printing smell will dissipate after a few days and a wash cycle.

You may notice some discoloration or off white residue on your apparel. Do not worry! These are not stains and will wash off after the first wash cycle. Our apparel is created globally with the latest in garment printing technology.

European Union 14-day cooling off period

Notwithstanding the above, if the merchandise is being shipped into the European Union, you have the right to cancel your order within 14 days, for any reason and without a justification. As above, your item must be in the same condition that you received it, unworn or unused, with tags, and in its original packaging. You'll also need the receipt or proof of purchase.

7.2 Refunds

Refunds are only offered to customers that purchase online from our website shop.joeavati.com and receive the wrong or damaged items.

Once we receive and inspect the returned item, we will send you an email to confirm its receipt and notify you about the approval or rejection of your refund. If approved, you will be automatically refunded on your original payment method within 10 business days. Please remember that it can take some time for your bank or credit card company to process and post the refund too. If more than 15 business days have passed since we approved your return, please contact us at **shop@joeavati.com.**

If you have any questions about purchases made online or our return and refund policy, please contact us at **shop@joeavati.com**. We value your satisfaction and want to ensure that the return process is convenient and efficient for you. If you have any further questions or need assistance with your return, please don't hesitate to reach out to our customer support team. We're here to help make your shopping experience exceptional from beginning to end.

8. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

9. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

10. Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability,

accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this website will meet your expectations.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

11. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our Privacy Statement and our Cookie Policy.

12. Export restrictions / Legal compliance

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of Australia.

13. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

14. Breaches of these Terms and conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

15. Force majeure

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

16. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

17. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

18. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

19. Entire agreement

These Terms and Conditions, together with our privacy statement and cookie policy, constitute the entire agreement between you and Joe Avati in relation to your use of this website.

20. Updating of these Terms and conditions

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

21. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of Australia. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Australia. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

22. Contact information

This website is owned and operated by Joe Avati.

You may contact us regarding these Terms and Conditions by writing or emailing us at the following address: info@joeavati.com
140 Sydney Road Coburg VIC 3058

23. Download

You can also download our Terms and Conditions as a PDF.