

CUSTOM-MADE APPAREL

Terms & Conditions

Simple, fair & clear.

These Terms apply to your use of Shirtshapers' website, quote forms, order forms, approval systems and custom apparel services.

By requesting a quote, placing an order, approving artwork or samples, paying an invoice, submitting an approval form or instructing us to proceed, you accept the Terms that apply to that order or service.

If you do not agree to these Terms, please do not proceed with payment, place or confirm an order, submit an approval, or continue using the relevant website or service. For confirmed orders, the Terms attached to, linked in or provided with the relevant quote, invoice, order confirmation or approval form apply.

Nothing in these Terms limits rights that cannot be excluded under the Australian Consumer Law.

SECTION 01

Using Shirtshapers & Order Authority

Use of Website

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Our website, forms and services must only be used for lawful purposes. You must not misuse our content, systems, order forms, designs or services, or provide false or misleading order information.

If you place an order on behalf of a business, club, school, university, gym or other organisation, you confirm that you are authorised to act on its behalf and to place the order.

Updates to Terms

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We may update these Terms from time to time. Updated Terms apply to future website use, quotes, invoices, orders and services.

For confirmed orders, the Terms attached to, linked in or provided with the relevant quote, invoice or order confirmation apply unless agreed otherwise in writing.

Suspension of Services

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Shirtshapers reserves the right to accept or reject any order before production is confirmed.

We may also suspend, refuse or cancel services where there are unpaid amounts, suspected intellectual property issues, unlawful or inappropriate content, false or misleading information, misuse of our services, or legal, payment, production, compliance or safety risks.

Where practical, we will provide written notice explaining the reason for the suspension, refusal or cancellation.

Order Authority

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If you approve a quote, invoice, artwork, sample or order on behalf of a business, club, charity, school, university club, gym or organisation, you confirm that you have authority to bind that organisation to the order and applicable Terms.

Shirtshapers may rely on approvals, instructions and payments received from the nominated contact person or authorised representative.

By placing an order with Shirtshapers, you confirm that you are at least 18 years old, or that the order has been authorised by a parent, guardian or other responsible adult where required.

Order Refusals

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Shirtshapers may refuse, pause or cancel an order if it involves suspected unlawful content, intellectual property infringement, offensive material, unsafe instructions, misleading information, reputational risk, supplier restriction or breach of these Terms.

Where practical, Shirtshapers will give written notice before refusing or cancelling work.

SECTION 02

Orders, Artwork & Production

Custom Orders & Approvals

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Custom orders are made based on the approved quote, invoice, artwork, mock-ups, samples, size charts and specifications. By paying, approving or instructing Shirtshapers to proceed, you accept the order details and applicable Commercial Terms.

Once production starts, changes, cancellations or refunds may be limited because the goods are custom-made, subject to the Australian Consumer Law.

Client Materials, IP & Indemnity

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Shirtshapers owns its website content, systems, templates, photos, videos and production materials unless agreed otherwise in writing. Client-supplied logos, artwork, trademarks, designs and brand materials remain owned by the client or relevant rights holder.

By supplying these materials, you confirm that you own them or have permission to use them and to allow Shirtshapers and its production partners to use them for sampling, production, printing, embroidery, packaging and delivery.

You also grant Shirtshapers permission to photograph, display, reproduce and publish completed products, artwork and designs connected with your order on Shirtshapers' website, portfolio and social media platforms for promotional and marketing purposes, unless otherwise agreed in writing.

You agree to indemnify Shirtshapers and its production partners against any third-party claim, loss, damage, cost or reasonable legal expense arising from an allegation that materials supplied by you infringe another person's intellectual property or other rights, to the extent caused by those supplied materials.

Artwork Quality & Proof Approval

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The client is responsible for checking all artwork, spelling, colours, placement, sizing, quantities and delivery details before approving a quote, invoice, mock-up, sample or production file.

By approving the artwork, mock-up, sample or production file, the client acknowledges that they have reviewed and accepted the relevant artwork and production details. Low-resolution, incorrect, incomplete or non-print-ready artwork may affect the final result.

To the maximum extent permitted by law, Shirtshapers is not responsible or liable for any loss, damage, cost or claim arising from errors, omissions or other issues in artwork, designs or instructions supplied or approved by the client.

Nothing in this clause limits rights that cannot be excluded under the Australian Consumer Law.

Production Tolerances & Variations

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Custom-made apparel may have minor variations in colour, measurements, fabric feel, print or embroidery placement, stitching, shrinkage and batch finish.

Approved samples, mock-ups and specifications are used as the production reference, but final bulk goods may not be identical unit-by-unit. Variations within stated tolerances are not treated as faults, subject to the Australian Consumer Law.

Care Instructions & Washing

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Clients and end users must follow the care instructions provided with the goods, including washing, drying and handling instructions.

Shirtshapers is not responsible for damage, shrinkage, colour change, print damage or garment issues caused by incorrect washing, drying, ironing, storage, alteration or misuse, except where liability cannot be excluded by law.

SECTION 03

Pricing, Payment & Delivery

Pricing & Price Changes

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Shirtshapers reviews its pricing from time to time, including at the beginning of each financial year. We may adjust prices where reasonably necessary due to changes in materials, production, labour, freight, exchange rates, taxes or other business costs.

Updated prices apply to new quotes and future orders. Once an order has been confirmed at an agreed price, that price will not change unless the client requests or approves a variation or otherwise agrees to the change in writing.

Payment & Release of Goods

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Payment is received only when cleared funds are available in Shirtshapers' nominated account or confirmed by our approved payment platform. Bank screenshots, remittance slips, pending transfers and purchase orders do not constitute received payment.

Goods may be withheld until final cleared payment is received unless Shirtshapers agrees otherwise in writing. Once final cleared payment has been received, title to the goods transfers to the client who paid for them.

Shipping, Delivery & Risk Transfer

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The client must provide or confirm the final delivery address within 7 days after the invoice has been paid, or within another timeframe agreed in writing. Shirtshapers will arrange delivery to the most recent delivery address provided or confirmed by the client.

Goods will be delivered to the specific location agreed for the order. Risk in the goods remains with Shirtshapers until the goods are delivered to that agreed location. Once the goods have been successfully delivered to the requested address, risk transfers to the client.

To the maximum extent permitted by law, Shirtshapers is not responsible for any loss, theft, misplacement, damage, mishandling or internal distribution issue occurring after successful delivery, except where the issue was caused by Shirtshapers or liability cannot be excluded by law.

Shipping Timeframes & Courier Delays

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Standard production and delivery lead time is generally 4-10 weeks from cleared payment, depending on the product, quantity, production requirements and freight method. All timeframes are estimates unless Shirtshapers confirms a specific deadline in writing.

Shirtshapers is not responsible for delays caused by events outside its reasonable control, including supplier or factory disruption, material shortages, courier or freight delays, airline, port or customs delays, weather, government restrictions or other circumstances that Shirtshapers could not reasonably prevent or avoid.

Where reasonably practicable, Shirtshapers will provide an updated estimated timeframe if a material delay occurs.

Proof of Delivery

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Once goods are delivered to the nominated address and proof of delivery is available, Shirtshapers is not responsible for loss, theft, misplacement or internal handling issues after delivery except where liability cannot be excluded by law.

Proof of delivery may include tracking status, delivery scan, signature, photograph, GPS record or carrier confirmation.

SECTION 04

Faults, Cancellations & Legal

Returns, Fault Claims & ACL Rights

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Fault claims for visible issues must be submitted in writing within 7 business days after receiving the goods, with clear evidence including photos or videos, affected quantities, order details, packaging photos and delivery information.

Goods subject to a claim must not be worn, washed, altered, sold, distributed, relabelled or used before assessment. This does not limit rights under the Australian Consumer Law.

Where a valid fault is confirmed, Shirtshapers may repair, replace, remake, resupply, credit or refund the affected goods, units or services, or provide another remedy required by the Australian Consumer Law.

Cancellation Consequences

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Once production has started or materials have been ordered, cancellations, reductions or refunds may be limited because the goods are custom-made.

The client remains responsible for costs already incurred, materials ordered, supplier commitments, work completed, freight and other order-specific costs, subject to the Australian Consumer Law.

Where Shirtshapers cancels an order after payment and the cancellation was not caused by the client's breach, unlawful conduct or other fault, any amount relating to goods or services not supplied will be refunded, subject to any reasonable costs already incurred and permitted by law.

Privacy Enquiries & Complaints

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If you have any questions or concerns about how Shirtshapers collects, uses, stores or shares your personal information, please contact us at admin@shirtshapers.com.au.

If you believe your personal information has been handled incorrectly, please contact us as soon as possible and provide details of the issue so that we can review it. We will aim to respond to your enquiry or complaint within **7 business days**. If we require additional time to investigate the matter, we will let you know.

You may contact us to request access to, or correction of, personal information we hold about you. If you are not satisfied with our response, you may be able to lodge a privacy complaint with the Office of the Australian Information Commissioner (OAIC), where applicable.

The OAIC generally requires an individual to complain to the organisation first. If the organisation does not respond within 30 days, or the individual is dissatisfied with the response, a complaint may then be lodged with the OAIC.

Limitation of Liability

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To the maximum extent permitted by law, Shirtshapers' liability is limited to the amount paid for the affected order, or the repair, replacement, resupply, refund or cost of resupply of the affected goods or services.

We are not liable for indirect loss, lost profit, event cancellation, business interruption or reputational loss, except where liability cannot be excluded by law.

Governing Law & Disputes

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These Terms are governed by the laws of Queensland, Australia and applicable Commonwealth laws.

Both parties agree to first try to resolve disputes in good faith before escalation, unless urgent legal action is required.

HOW YOU ACCEPT THESE TERMS

By requesting a quote, placing an order, approving artwork or samples, paying an invoice, submitting an approval form or instructing Shirtshapers to proceed, you confirm that you have reviewed and accepted the order details and applicable Terms.

If you do not agree to these Terms, do not proceed with payment or continue using the relevant service. Nothing in these Terms limits rights that cannot be excluded under the Australian Consumer Law.

Privacy Policy and current Terms & Conditions are available from Shirtshapers' Support page or on request.