

## **Terms and Conditions**

These are the terms and conditions on which the Seller supplies products to the Purchaser, whether these are goods or services. Please read these terms and conditions carefully before entering into any Contract with the Seller.

By entering into this Contract, the Purchaser acknowledges and agrees that due to the nature of the product, the circumstances in which the Purchaser can cancel this contract and obtain a refund are restricted. The Purchaser's attention is drawn in particular to clauses 9, 10, 11 and 12.

1. The following definitions shall apply to this Contract:

**Bride:** the person for which the purchased Goods are intended to be worn by.

**Conditions:** these terms and conditions as amended from time to time.

**Contract:** the legal binding agreement between the Purchaser and the Seller incorporating these Conditions and the Order Form.

**Goods:** any goods and/or services to be supplied by the Seller to the Purchaser.

**Order Form:** The order form which forms part of this Contract detailing the specifics of the order of Goods being placed by the Purchaser with the Seller.

**Seller:** Emma Northcott T/a The Bridal Quarters of 25-27 Russell Street, Leek, Staffordshire, ST13 5JF.

Writing includes emails. When the word "writing" or "written" is used in these terms, this includes emails.

## **The Contract**

2. No Contract shall arise between the Seller and Purchaser until an order to purchase Goods has been placed by the Purchaser with the Seller and both the Order Form and a copy of these Conditions has been signed by the Purchaser.
3. No variation of these Conditions shall be binding unless agreed in writing by the Seller prior to placing an order.
4. It is the Purchaser's responsibility to ensure that the Seller is provided with up to date contact information.

## **Payment**

5. All payments due and payable in accordance with the terms of the Contract shall be made by the Purchaser to the Seller by BACS, CHAPS, credit or debit card. The Purchaser acknowledges and accepts that no Goods are to be collected until payment has been received in clear and available funds by the Seller.

6. A deposit of 50% of the total purchase price of the Goods is payable on the date of signing this Contract. The outstanding balance payable for the Goods under the terms of this Contract is payable when the Seller notifies the Purchaser that the Goods are in Stock. The Purchaser has seven days from being notified by the Seller to pay the balance due.
7. If the Purchaser fails to pay for the Goods in accordance with clause 5 above, the Seller shall give further written notice to the Purchaser that the Purchaser must collect and pay for the Goods within 30 days from the date of the first notice being given. If the Purchaser fails to collect and pay for the Goods, the Seller may terminate the Contract immediately.
8. If the Purchaser fails to make any payment due to the Seller by the due date, the Seller may charge interest on the overdue amount at the rate of 8% a year above the base rate of the lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Purchaser must pay interest together with any overdue amount.
9. The price payable for the Goods shall be the price as per the Contract as agreed between the Seller and the Purchaser. All monies paid for the Goods are non-refundable or returnable under any circumstances.
10. Where goods are to be paid for by way of a payment plan, the Purchaser agrees and accepts that they are entering into a full legally binding agreement with the Seller, that these Conditions apply and all monies paid from time to time under the terms of the payment plan are non-refundable under any circumstances whatsoever. Payment plans are charged at 0% interest at the discretion of the Seller.

#### **Termination**

11. If the Seller terminates the Contract pursuant to clause 7 above, the Seller shall retain any advance monies paid for the Goods in full, including but not limited to any sum that is reasonably necessary to cover the net costs resulting from the Purchaser's failure to collect and pay for the Goods, including the cost of labour and materials.
12. The Purchaser cannot terminate this Contract unless the Seller is in breach of any of its obligations under these Conditions. The Seller does not exclude or limit in any way their liability where it would be unlawful to do so including death or personal injury caused by the Seller's negligence; or fraud or fraudulent misrepresentation.
13. The Seller shall not be liable for any business losses and supplies the Goods for domestic and private use only. For the avoidance of doubt, the Seller shall have no liability whatsoever to the Purchaser for loss of profit, loss of business, business interruption or loss of business opportunity.

#### **Goods and Collection**

14. Delivery shall not be of the essence. Estimated collection dates provided by the Seller shall be approximate only. The Seller shall not be liable for any loss whatsoever if the Goods are not available for collection by the estimated collection date.
15. Goods are ordered on a collection only basis and are to be collected by the Purchaser from the Seller's premises at 25-27 Russell Street, Leek, Staffordshire, ST13 5JF.

16. The Seller shall not be responsible for any delays outside of their control. The Seller shall contact the Purchaser if the supply of products is delayed where such delay is substantial being in excess of three months.
17. The Purchaser owns the Goods once the Contract has been completed. A contract for Goods is completed when the product is collected and payment has been received by the Seller in full.
18. The Goods become the responsibility of the Purchaser from the time the Purchaser collects the Goods from the Seller.
19. When the Goods are collected by the Purchaser they must be checked by the Purchaser to ensure they are of satisfactory quality and fit for purpose. The Purchaser shall be required to sign a receipt for Goods upon collection. The receipt shall contain a declaration that the Purchaser has checked the Goods and is fully satisfied with the condition of the Goods.

#### **Specification and Alterations**

20. The Seller may make recommendations of local seamstresses for fitting and alteration services to the Bride, but shall not be obliged to do so:
  - i. The Purchaser is under no obligation to use any seamstress service recommended by the Seller and understands that this is a recommendation only;
  - ii. This recommendation of service provides reasonable alterations to be carried out so that the ordered Goods may fit properly. In such circumstances where the Bride has changed significantly in size from their original measurements as detailed on the Order Form to the time they collect the Goods, the Goods ordered may no longer be the correct size and therefore be in need of major alterations in order to make them fit properly. It may not be possible to alter the Goods and maintain the integrity of the original shape and design of the garment.
  - iii. By signing the Order Form, the Purchaser confirms that the measurements taken in relation to the size of the Goods are correct at the time of the Contract being entered into. The Seller shall not be held responsible for any perceived changes to the design and integrity of the garment compared to its original condition, due to changes in the measurements of the Bride in any circumstances. The Purchaser acknowledges that the full purchase price for the Goods remains due and payable in such circumstances.
  - iv. The Seller shall not be held responsible for alterations undertaken by any seamstresses, irrespective of whether or not the seamstress was recommended to the Purchaser by the Seller. Any agreement for alterations is between the seamstress and the Purchaser and does not form part of this Contract. Any payments made for alterations are payable directly to the seamstress by the Purchaser and do not form part of this Contract.

#### **General**

21. The Seller shall at all times own and retain all copyright, moral rights, registered and unregistered design rights and other intellectual property rights in the Goods and in any design work originated by the Seller in relation to the Goods.
22. This Contract is between the Purchaser and the Seller. No other person shall have any rights to enforce any of its terms.

23. If a court finds part of this Contract illegal, the rest of the Contract will continue in force. Each of the clauses operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
24. Nothing in these Conditions shall limit the Seller's right to take legal action against the Purchaser for any breach of the terms of this Contract.
25. If the Seller delays in enforcing the terms of this Contract, they can still enforce it later. If the Seller does not insist immediately that the Purchaser does anything that they are required to do under these Conditions, or if the Seller delays in taking steps against the Purchaser in respect of them breaking this Contract, that does not mean that the Purchaser does not have to do those things and it will not prevent the Seller from taking steps against the Purchaser at a later date.
26. The laws of England and Wales shall govern these Conditions and all aspects of the Contract and both the Purchaser and the Seller submit to the exclusive jurisdiction of the Courts of England and Wales.

Signed :

Date :