

# EMILY KATE BRIDAL LTD

## Terms and Conditions (Bridal)

### Overview

Please read these terms carefully before you place an order with us, as these terms will form a part of our legally binding contract.

### 1) Definitions

- 1.1) These Terms and Conditions are the basis upon which we agree to supply our goods to you, from here on the 'Agreement'
- 1.2) By entering into this agreement with Emily Kate Bridal Limited you agree to comply with and be bound by the following Terms and Conditions of sale.
- 1.3) From here on 'you/your' refers to the customer and 'us/we/our' refers to Emily Kate Bridal Limited.
- 1.4) The latest version of our Terms and Conditions are always available on our website [www.emily-kate.co.uk](http://www.emily-kate.co.uk) or you may ask for a copy in our bridal boutique.
- 1.5) When we use the words "writing" or "written" in these terms, this includes emails.
- 1.6) No other person(s) have any rights under this agreement. This contract is between 'you' and 'us'. No other person(s) shall have any rights to enforce any of its terms.

### 2) Placing an order

- 2.1) Our acceptance of your order will take place when you have paid an agreed deposit. At this point a legally binding contract will come into existence between you and us.
- 2.2) On placing an order, a 50% deposit of the total value of the goods (inclusive of VAT) is required. The final 50% is due within 7 days of the goods arriving in our store. We will confirm the estimated arrival date once your order has been processed.

Deposits are non-refundable. The deposit cannot be transferred to another person or item. This does not affect your statutory rights.

  - 2.2.1) It is our policy that sale/sample gowns are paid in full and taken away on the day of purchase. At the time of purchase of an ex-sample gown, we will advise of all known faults with the dress. However, it is your responsibility to inspect any samples gowns before purchase to ensure that you are happy with their condition. Sample dresses may have been tried on by other prospective customers and may contain imperfections. Payments are non-refundable.
- 2.3) If we discover that items ordered are not available due to discontinuation, unavailability, or any other reason that would make it impossible for us to fulfil your order, then you will be entitled to your money back in full. We will not be held liable for breach of contract, or compensation.

2.4) Goods ordered that are not available from stock can take up to 32 weeks for delivery unless a specific time limit is stated in writing on the order.

2.5) All orders placed are intended for the specific wear date provided. If this date changes we cannot guarantee the availability of the items ordered.

2.6) All accessories must be paid for in full at the time of ordering. Accessories are non-refundable.

### **3) Cancellations**

3.1) After your order has been accepted by us and a deposit has been paid, no refunds or exchanges can be offered regardless of the reason provided.

3.2 A deposit cannot be transferred to another person or item. This does not affect your statutory rights.

3.3) Any items cancelled after an order has been placed with us will be subject to the full amount being payable within 7 days. We strongly advise insurance is taken out for such unforeseen circumstances.

3.4) Failure to pay for your products in full will be considered a breach of this contract and we reserve our rights in this respect.

### **4) Price and payments**

4.1) You own the product(s) once we have received payment in full.

4.2) We will ask you to inspect your goods within 7 days of its arrival in the bridal boutique. At this point the settlement of all outstanding balances is due.

4.3) If required, we will insure and store your gown up to 24 hours before the customer's wedding date for a flat fee of £40. Should the wedding date be rearranged for a later date, we reserve the right to charge £1 per calendar day additional storage fee.

4.4) If there is an accumulation of 3 or more months unpaid storage fees, then we will class this as abandoned goods. Products classed as abandoned will result in the Customer automatically losing ownership of such items.

4.5) In the unlikely event that customers paid for products are lost or damaged, due to fire, flood or theft, whilst on our premises we shall only be responsible for reimbursing the costs paid by the customer of such products.

### **5) Product measurements**

5.1) Where we provide guidance in the choice of design, size, colour and measurements we do so without any liability

5.2) Once measurements and sizing have been taken for your order, we will not be held responsible for any weight loss/gain or any other changes in your measurements and sizing (for example due to pregnancy).

5.3) Should your measurements and sizing change it will be your responsibility to notify us, in which case we will confirm if we are able to make further alterations prior to delivery and whether additional costs will be incurred.

5.4) We will measure each person for each order and advise on the size to be ordered. If you are not comfortable with the sizing suggested it is your responsibility to inform us at the time of order. We will not be responsible for any sizing discrepancies after this point.

5.5) You must ensure that any goods purchased are suitable for your requirements as we will be unable to refund or replace such articles that are returned as unsuitable or do not fit.

5.6) Should you defer being measured to a later date, it will be your responsibility to ensure that such measurements are taken in good time for the products to be ordered and delivered in time.

5.7) We will not be responsible for any issue relating to unsuitable underwear being worn which may affect the structure of the dress, or shoes that may damage or affect the length of the dress.

5.8) Orders for dresses which are not a standard length or measurement may be subject to a surcharge.

## **6) Alterations**

6.1) The costs of any alterations are not included in the price of the dress. We will not be liable for any charges relating to the alterations to any of our products

6.2) We do not have an in-house seamstress. We can recommend the services of professional seamstress; however, we are not responsible for their workmanship, alterations made or pricing structure.

6.3) No alterations can be carried out until the garments are paid for in full

## **7) Product descriptions**

7.1) The images of the products in any promotional materials, including our website, are for illustrative purposes only. Although we have made every effort to display the colours accurately online, we cannot guarantee that a device's display of the colours or the printed photographs in our brochure accurately reflects the colour of the products.

7.2) Fabric/colour shades/trims/beading/embroidery may differ slightly from samples on display in the bridal boutique.

## **8) Product delivery**

8.1) We will let you know an estimated time frame of when we will provide the products to you. Please be aware unless a fixed date for delivery has been agreed in writing, we can only provide you with an estimated delivery date, considering the complexities of any alterations to be made to the product and the location the product is being sourced from.

8.2) We, through best endeavours, will make every attempt to work within this delivery date. We will keep you notified should there be any delays.

By way of guidance only, products that are not in stock typically can take up to 8 months to arrive and can take longer during peak periods. If an order is placed late the item may not arrive until a few days before the wedding.

8.3) We are not responsible for delays outside our control, and do not compensate for such events. If our delivery of the products is delayed by an event outside our control, then we will contact you to update you on the actions we are taking.

Should the estimated delay result in us not being able to fulfil the contract by the date of your wedding, you will be entitled to a full refund for all monies paid to date.

**9) Queries and disputes**

9.1) If you have any questions or complaints about the product, please contact us preferably via email to [bridal@emily-kate.co.uk](mailto:bridal@emily-kate.co.uk)

9.2) We hope your product is as expected and without fault. Please contact us as soon as a fault is noticed. We will deal with the matter as soon as possible and in accordance with your legal rights.

9.3) We shall not be responsible for any services provided by a third party, regardless as to whether or not such third party was recommended by us.

**10) Variations and jurisdiction**

10.1) No variation of this agreement shall be effective unless it is in writing and signed by both parties.

10.2) If any provision or part-provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

10.3) No one other than a party to this agreement shall have any right to enforce any of its terms.

10.4) The agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

10.5) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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**I acknowledge that I have read, and do hereby accept the terms and conditions contained in this agreement:**

**Print Name:**

**Signature:**

**Date:**