

Swan Brides Boutique

TERMS & CONDITIONS

CONTENTS

CLAUSE

1.	These terms	1
2.	Our contract with you	1
3.	Product descriptions and measurements.....	2
4.	Providing the products.....	3
5.	Price and payment	4
6.	If there is a problem with the product	5
7.	Your rights to end the contract.....	5
8.	Our rights to end the contract.....	6
9.	Our responsibility for loss or damage suffered by you	7
10.	How we may use your personal information	7
11.	Other important terms	7

OUR TERMS

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we (“Swan Brides Boutique”) supply products to you (“the Customer”). The latest version is always available on our website (www.info@swanbrides.co.uk) or you may ask for a copy in-store.
- 1.2. Please pay attention to the **key terms** at clauses: **3, 5, 6, and 7.**
- 1.3. **Why you should read them.** Please read these terms carefully before you place an order with us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or they require any changes, please contact us.
- 1.4. **Who we are.** I am Victoria Stradling, trading as Swan Brides Boutique. Our VAT registration number is 227 6484 86.
- 1.5. **How to contact us.** You can contact us on 01260 272250. You may also write to 9 Park Street Congleton, Cheshire CW12 1EY, or via the email address online@info@swanbrides.co.uk.
- 1.6. **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 1.7. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2. OUR CONTRACT WITH YOU

- 2.1. **How we will accept your order.** Our acceptance of your order will take place when i) you have paid an agreed down payment and ii) we confirm that we are able to provide you with the product in writing. At this point, a legally binding contract will come into existence between you and us.
- 2.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing or by phone and will not charge you for the product. This might be because the product is out of stock, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified. In this instance, there will be no contract formed between us and your down payment will be refunded.

- 2.3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 2.4. **Down Payments are non-refundable** unless we cannot accept or fulfil your order. The down payment cannot be transferred to another person or item. This does not affect your statutory rights.
- 2.5. **Cancellations.** After your order has been accepted by us and a down payment has been paid, we do not accept cancellations of your order and any monies paid will not be refunded. In the event of a cancellation of the event or the Customer being unable to attend, any monies paid thus far will be forfeited and non-refundable. Failure to pay for your products in full will be considered a breach of this contract and we reserve our rights in this respect. Any items cancelled after an order has been placed will be subject to the full amount being immediately payable. We strongly recommend insurance is taken out for such unforeseen circumstances.
- 2.6. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any right to enforce any of its terms.

3. PRODUCT DESCRIPTIONS AND MEASUREMENTS

- 3.1. **Making sure measurements are accurate.** 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 owing to pregnancy). If 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 what the estimated additional costs will be.
- 3.2. **Alterations.** No alteration is included in the price of the gown and any alteration will therefore be at an additional cost. We are happy to supply the details of several freelance seamstresses who may be able to assist with any necessary alterations. You are not obliged to use their services. The time frame for alterations will be discussed prior to commencement and will be agreed upon prior to any work being conducted. Fittings cannot be carried out in-store at weekends. Evening appointments can be arranged directly with your chosen seamstress.
- 3.3. **Timing.** We will measure each person for each order and advise on the size to be ordered. If the bride or bridesmaids are not happy with the sizing they must inform us at the time of order. We will not be responsible for any sizing discrepancies after this time. If a bride or bridesmaid defer being measured to a later date, it will be the customer's responsibility to ensure that such

measurements are taken in good time for the products to be ordered and delivered in time.

- 3.4. **Additional costs.** Orders for gowns, which are not of a standard length or measurement, may be subject to a surcharge, the amount of which may not be known at the point of order. The finished measurement of a “special length” dress can vary by 1” either way.
- 3.5. **Products may vary slightly from their pictures.** The images of the products in any promotional materials are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or any printed picture accurately reflects the colour of the products. In respect to samples, these are provided as a guide and we cannot guarantee they will accurately reflect the colour of the product. Products may therefore vary from images or samples.
- 3.6. **Guidance.** Where we provide guidance in the choice of design, size, colour and measurements, we do so without any liability. All dresses, unless stated otherwise, are ceremonial dresses only and are to be used for ceremonial purposes.

4. PROVIDING THE PRODUCTS

- 4.1. **During the order process,** 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 will provide you with an estimated delivery date, taking account of the complexities of the product and the location from which it is being sourced. We will make every attempt to work within this delivery date and we will keep you notified of any delays. By way of guidance only, products that are not in stock typically take up to 6 months to arrive and can take longer during peak periods.
- 4.2. **We are not responsible for delays outside our control.** If our delivery of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but, if there is a risk of substantial delay in that we cannot fulfil the contract by the date of your wedding, you may contact us to end the contract and receive a refund for any product you have paid for but not received.
- 4.3. **Collection by you.** If you have asked to collect the products from our premises, we will book an appropriate appointment for you.
- 4.4. **Your legal rights if we deliver late.** You have legal rights if we deliver any goods late and the delay is not a result of an event which is outside of our control, as outlined in clause 5.2. If we miss the delivery deadline for any goods,

then you may treat the contract as at an end straight away if any of the following apply:

- a) we have refused to deliver the goods;
- b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- c) you told us before we accepted your order that delivery within the delivery deadline was essential.

4.5. **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, you can give us a new deadline for collection, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

4.6. **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 5.4, you can cancel your order for any of the goods that have not yet been collected.

4.7. **You own the product** once we have received payment in full and we confirm the item is ready for collection.

5. PRICE AND PAYMENT

5.1 **All goods remain the property of Swan Brides Boutique** until paid for in full.

5.2 **All goods must be paid for in full** before collection.

5.3 **Ex-sample gowns to be paid in full at time of purchase**

5.4 **We accept payment by cash or card or transfer.** We do not accept cheques.

5.5 **We will ask you to inspect the goods within 14 days of arrival in store.** At this point the settlement of all outstanding balances is due.

5.6 **Where to find the price for the product.** The price of the product (which includes VAT) will be set out on the order form. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 6.3 for what happens if we discover an error in the price of the product you order.

5.7 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery costs if applicable) in full before the change in the rate of VAT takes effect.

5.8 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If the product's correct price at your order date is higher than the price stated, we will

contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a pricing error, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

- 5.9 **Storage costs (If applicable).** For a fee of £35, we will store each dress for up to 24 hours before the event date (as advised on the order form). After this date a charge of £1 per calendar day will apply. For bridesmaids' dresses and for bridal gowns we have cleaned, we will provide free storage for up to 21 days after notification that the item is ready for collection. Any product not collected within 28 days of our notifying you that it is ready will result in the Customer automatically losing ownership of it.
- 5.10 **Additional costs.** We shall charge additional costs where we are asked to provide products before the usual delivery time or where we are asked to work outside of normal business hours, in which case we will notify you in advance.
- 5.11 **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount.
- 5.12 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

6. IF THERE IS A PROBLEM WITH THE PRODUCT

- 6.1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone us on 01260 272250 or write to 9 Park Street, Congleton, Cheshire CW12 1EY or via the email address info@swanbrides.co.uk.
- 6.2. **Reporting fault claims.** 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.

7. YOUR RIGHTS TO END THE CONTRACT

- 7.1. **Changing your mind.** You have no rights if you simply change your mind. Unless there is a fault with an item which cannot be repaired or replaced, you will not be entitled to an exchange or refund on any product purchased from us at our premises. If you order from us online, over the telephone or from any location away from our shop premises, you will be entitled to an exchange or refund within 14 days of delivery of the products except for in relation to:
- (a) Ex-sample gowns;
 - (b) Bespoke goods (including bridal gowns made-to-measure or tailored

to fit);

- (c) On premises contracts;
- (d) At the time of purchase of an ex-sample gown, it is the retailer's responsibility to list all known faults with the dress after inspection with the consumer. Once the consumer is happy with the gown, they are not entitled to an exchange or refund of products purchased. This does not affect your statutory rights.

7.2. **Bespoke Goods.** Goods which are customised or have been made to your specification or finished to your requirements/measurements cannot easily be offered for resale, so they are classed as bespoke items. Customers must note that they are unable to cancel or return bespoke items. This will not affect your statutory rights if you are a Consumer.

7.3. **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any non-bespoke goods which have not been provided or have not been provided properly. The reasons are:

- (a) we have told you about an upcoming change to the product or to these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;
- (c) there is a risk that supply of the goods may be significantly delayed and this delay is not outside of our control;
- (d) you have a legal right to end the contract because of something we have done wrong.

8. OUR RIGHTS TO END THE CONTRACT

8.1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within 14 days of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within 28 days, collect the product from us or allow us to deliver it to you (if applicable).

8.2. If we end the contract in the situations set out in clause 9.1 we will not refund any down payment you have paid for the products.

8.3. **You must compensate us if you break the contract.**

8.4. **Reasons we may suspend the supply of goods to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you;
- (d) if you fail to pay.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 9.1. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, including the right to receive goods which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us.
- 9.2. **Liability during storage of products.** In the unlikely event of the loss or damage, due to fire, flood or theft, of any item, stored on our premises, that has been paid for in full, we shall only be responsible for reimbursing the retail costs of such products.
- 9.3. **Third party services.** We shall not be responsible for any services provided by a third party (for example, a seamstress) whether or not such third party was recommended by us.
- 9.4. **Undergarments and shoes.** We will not be responsible for any issue relating to unsuitable underwear being worn which may affect the structure or fit of the dress, or for shoes that may damage or affect the length of the dress.
- 9.5. **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.6. **Any claim is limited** to the cost of the goods or services provided.

10. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 10.1. **How we will use your personal information.** Please see our privacy policy outlining how we will obtain and process your personal data.

11. OTHER IMPORTANT TERMS

- 11.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will inform you of this beforehand and ask you if you consent to this. If you withdraw your consent, you will be entitled to terminate the agreement.

- 11.2. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.3. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any paragraph is unlawful, the remaining paragraphs will remain in full force and effect.
- 11.4. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment later.
- 11.5. **Which laws apply to this contract and where you may bring legal proceedings?** These terms are governed by English law under UK jurisdiction.