

These 'Terms & Conditions' apply to products and services provided by Aylin White Designs. All orders for products and services accepted by us will be subject to the following Terms & Conditions which will form part of and will govern the Contract of Sale. No variations of these 'Terms & Conditions' will be accepted unless agreed in writing by Aylin White Designs. Please ensure you read these 'Terms & Conditions' carefully as upon signing your Contract you agree to accept the Terms and Conditions as stated below.

## 1 Definitions

"Contract" means an agreement in writing for the purchase of the products and services by the customer, made in accordance with these Terms and Conditions

"Customer" means the individual so described in the contract

"Acceptance" means your acceptance of the contract by way of signature

"Amendment" means an amendment to the contract after the contract has been accepted and signed by you

"Your Consultation" means the initial meeting between Aylin White Designs and you in your own home, where appropriate

"Made-to-Order" means a product made to order for you as specified in the Contract

"Hand Painted" means the application of paint and techniques to fabric or other medium by hand

"Acceptance Drawings" means the drawings prepared by us in accordance with your specification for the product.

"Alteration" means an alteration to the product made with the agreement of Aylin White Designs

"Delivery address" means the location to which the products are to be delivered as set out in the Contract or as otherwise agreed between us in writing.

"Products" means the products which we supply to you as set out in the Contract in accordance with these Terms & Conditions

"Services" means the provision of any services which we supply to you as set out in the Contract in accordance with these Terms & Conditions

"Order" means your order for products and services as detailed in the Contract.

"Consultation fee" means the fee chargeable for Your Consultation meeting

"Price" means the price for the products and services

"Deposit" means an amount equal to fifty percent (50%) of the price

"We/Our/Us" means Aylin White Designs

"You/Your" means you the customer purchasing products and/or services from Aylin White Designs.

"In Writing" and any similar expression, includes communications by post and email.

## 2 Description and specification of products

a Aylin White Designs will take reasonable care to ensure that your gown will be as accurately described in your contract and by means of the Acceptance Drawing(s) as possible.

b Due to the uniqueness of every hand painted garment, it is not possible to guarantee that the finished item(s), will have exactly the same colour, pattern, weave and finish as the items viewed during the consultation.

c All garments are hand painted and thus there may be small blemishes or marks that are a part of the painting techniques and add to the character of the piece.

d Due to unforeseen circumstances, Aylin White Designs may need to change/alter the design/fabric and/or materials used. This may be due to issues of supply which are out of our control. Aylin White Designs will endeavour to ensure that this is not detrimental to the quality of the final product. The customer will be notified in advance of any such changes.

e Where you have provided your own specifications and/or measurements, please make sure that these are correct and

accurate. Where a specification used by us has been provided by you, you shall indemnify us against all loss, damages, costs and expenses incurred by us in connection with any claim for infringement of any patent, copyright, design, trade mark or other intellectual property rights.

f All drawings, designs, specifications and other information provided by us are confidential and all rights of copyright ownership and other intellectual property in respect of them shall remain vested in us and shall not pass to you.

## 3 Fittings

a Fittings will take place at a mutually convenient time in the customers' own home, where appropriate

b Each customer will receive two fittings. If more fittings are required then an additional fee will be charged.

c Shoes must be the ones intended to be worn on the wedding day. If it is not possible to wear your wedding day shoes then please wear shoes of the same height heel.

d Underwear worn should be the items intended to be worn on the wedding day. If you have not yet acquired your underwear, then please make sure you wear knickers that are modest and a well fitting or if possible a strapless bra.

## 4 Made to order

a Aylin White Designs gowns are made-to-order, which means production will not begin until we have received all necessary signed documents and full payment of the deposit.

b Standard production time is 6 - 8 months. Anything less is considered a rush order which may require an additional fee.

c We cannot guarantee an exact completion date for your gown but will undertake to complete within a reasonable time frame.

## 5 Fees and payment

a A non-refundable Consultation fee will be charged for the initial Consultation meeting between Aylin White Designs and the customer. Consultation Fee charges will be notified to the customer at the time of booking and must be paid in advance of the confirmed appointment.

b The Consultation Fee is redeemable against the cost of any order placed totaling £5000.00 or above.

c The Price of the wedding gown order will be as stated in your Contract subject to any Additional Charges for products and/or services supplied at any time before delivery.

d A fifty percent (50%) non-refundable deposit is required upon the signing of your contract with the remaining balance due before the delivery of your order.

e Payments can be made by cash/cheque or bank transfer. If the final installment is paid by cheque then we reserve the right to delay the delivery until the cheque has cleared.

## 6 Delivery

a All orders must be paid in full prior to delivery.

b Aylin White Designs will endeavour to hand deliver your wedding garments. We will contact you by email or telephone to arrange delivery at a time and date which is convenient to you. If hand delivery is not possible a courier who has been carefully vetted by the company may be used and a delivery charge may apply. Please contact Aylin White Designs for current delivery charges.

c Your garments will be delivered directly to your door. The Delivery Address will be the address provided by you in the Contract unless an alternative address is agreed by us in writing.

d Your garments will be deemed to have been delivered when they are delivered to the Delivery Address by us or our courier, and Proof of Delivery has been signed for by a competent person (over 18). Please make sure you are available on the day of delivery to receive your wedding gown from our hand delivery or courier service. Aylin White Designs will not be responsible for delays resulting from situations within the customer's control, such as the recipient not being available to accept delivery, or incorrect delivery details supplied.

e The turnaround and dispatch of orders may vary depending on the availability of fabrics and materials and the intricacy of the hand painted design. All indicated turnaround times are estimated and Aylin White Designs will endeavor to meet, as close as possible, the average turnaround time of between 6 – 8 months.

f Any purchases which cannot or have not been delivered, despite our best attempts, within a reasonable time frame of completion of the order will become the property of Aylin White Designs.

### **7 Faulty, damaged or incorrect products**

a A signature will be required from you when accepting delivery of your order to acknowledge that the order has been received in a satisfactory condition and is complete.

b If you are not satisfied with your garment(s) due to the unlikely event that they are damaged or faulty, they are at variance with specification, or they are not of satisfactory quality or otherwise defective you should reject them on delivery or if a defect is found within a reasonable time after delivery you may return the garment(s) to us for inspection with our prior written consent.

c If you are not satisfied with the fit of your garment(s) please contact us as soon as possible after delivery so that we can arrange to make any necessary alterations. There may be an additional charge for this service.

d Aylin White Designs tailors each garment according to the measurements taken during the customer consultation and we shall not be held liable for any size variations due to weight gain or loss. If the customer insists on a fit tighter than recommended, Aylin White Designs will not be held responsible for any incorrect sizing.

### **8 Order cancellation/amendments**

a The customer must check the wedding gown contract and confirm all the details are correct at the time of signature. An order once finalised and confirmed, cannot be cancelled or amended upon the commencement of the tailoring process. In the circumstance where the order consists of multiple garments, the start of the tailoring process commences with the first gown/garment.

b You do not have an automatic right to change your mind and cancel the contract. Aylin White Designs cannot accept cancellations on the basis of a change of heart on the part of a customer. Any agreement to cancel/amend is at the discretion of Aylin White Designs. This does not affect your statutory rights.

c In the event of a dispute between the customer and Aylin White Designs over the details of the order, the details on the original wedding gown contract is taken as the final order.

d In the event of a cancelled wedding or function, the gown must still be delivered upon its completion. For any monies outstanding, these must be paid within 7 working days of completion of the order.

### **9 Returning products for refund**

a As the ordered products are custom-made, they can neither be returned nor refunded if you change your mind once the garments have been delivered. This does not affect your statutory rights and does not apply to faulty products.

b Where the garment(s) are found to be damaged, faulty or at variance with specification you will be required to return them to us for inspection. If after inspection by us, we find that the garment(s) were defective at the point of delivery; we will endeavour to repair or replace the garment(s) at our discretion. If this is not possible or appropriate we will consider the eligibility for refund. Aylin White Designs retains full discretion on whether a product is deemed faulty or not.

c Requests for refunds must be supported by proof of purchase and the products must be in the same condition that they were in at time of delivery. If the customer is eligible, then either a full refund will be given or a proportion of the full price to reflect the reduction in value of the products, less the cost of any delivery charges previously incurred as these are considered complete at that point. Orders will only be refunded by the original method of payment.

d Where the garment(s) are replaced or a full refund is given, then the returned products shall thereupon become the property of Aylin White Designs.

### **10 Warranty**

Aylin White Designs warrants that the products supplied will conform to any written specification agreed in the Wedding Gown Contract and any Acceptance Drawings, and that the products will be delivered free from defects in workmanship or material (subject to clause 2).

To the extent permitted by law we disclaim all other warranties with regards to the products either expressed or implied including but not limited to any implied warranties of satisfactory quality or fitness for any particular purpose.

### **11 Limit of responsibility**

It will be the responsibility of you, the customer, to carefully inspect and check the product(s) on delivery as stated in clause 7.

a In the event of any claim being made by you for faulty, damaged or incorrect products. You shall give us reasonable opportunity to inspect the garment(s) in the same condition as they were at delivery after the discovery of the defect, with us to be the sole arbiter as to whether the garment(s) are defective and liability will not be accepted unless this procedure is followed.

b you must take all steps which are reasonably practicable to mitigate any loss in respect of any products which are defective and we shall not be responsible for any loss which would have been avoided if such steps had been taken.

c We shall not be liable for any breach of warranty if you make any use of the products after the defect has been found by you. Nor if you alter or repair the products without written consent from us.

d Aylin White Designs will not be liable for defects resulting from any damage or loss arising from wear and tear, wilful damage or negligence or from a customer not following our care instructions. Please take care of your new handmade garments by handling properly.

e. We will repair or replace, at our discretion and within a reasonable time period, any product(s) found to be faulty or defective at the time of delivery. If we do not consider it possible to repair or replace the defective product(s) at a reasonable cost or within a reasonable timescale, then we will issue a refund as stated in clause 9c.

### 12 Limit of liability

a We shall be discharged from all liability in respect of products which are defective or at variance with specification unless written notice of the defect or variance from specification shall be given to us within 30 days after delivery of the products to the customer.

b Our liability if any, whether caused by negligence or otherwise, shall in no circumstances exceed the price, as stated in the Contract, for the goods or services in relation to which such liability shall have arisen.

c We shall be under no liability whatsoever in respect to any loss, damage, liability or expense suffered or incurred by you, nor for any incidental or consequential loss or damage, which arise out of or in connection with the sale or supply of any products or the performance of any service by us, or in any other way out of the Contract, even if caused by our negligence or that of our employees, agents or subcontractors.

d Aylin White Designs garments are solely for personal use and we will not be liable for any loss resulting from commercial use of our products.

e Nothing in this Contract shall limit or exclude our liability for fraud, death or personal injury arising as a result of Aylin White Designs negligence or any other liability which may not, by law, be excluded.

### 13 Events Outside of Our Control (Force Majeure)

For the purposes of this Contract, a Force Majeure Event means an event outside the reasonable control of Aylin White Designs, including but not limited to strikes or other industrial disputes, failure of a utility service or transport network, war, riot, civil commotion, conflict, embargo, natural disasters, fire, flood, storm, compliance with any law or government order, rule, regulation or direction, malicious damage, accident, breakdown of plant or machinery or default of suppliers or subcontractors, though lack of delivery, delay or other event.

Aylin White Designs will not be liable to you as a result of delay or failure to perform its obligations under this Contract as a result of a Force Majeure event.

Where possible, you will be contacted to discuss alternative resolutions to enable this Contract to be completed and we shall be entitled to a reasonable extension of time for the performance of our obligations.

If a Force Majeure event prevents us from providing any of the products and/or services for more than 12 weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

### 14 How we use your personal information (Data Protection)

By placing your order, you allow us to use your personal details for the purposes of supplying the products and services detailed in this Contract, including passing your details on to our employees, agents or subcontractors.

Aylin White Designs takes the confidentiality of personal data very seriously. We limit access to personal information to those who we believe need to come into contact with the information to provide the products or services to you, or to the extent necessary to allow them to perform their jobs.

We will not use your details for any other purpose without seeking your prior consent.

To protect your personal information, we take reasonable precautions to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

We may disclose your personal information if we are required to do so by law or if you violate our Terms and Conditions.

### 15 Use of photographic images

Photographic images and artist impressions are used for guidance purposes only and do not guarantee the exact likeness to the finished product.

Any photographic materials referred to are for illustrated purposive only.

Your Consent will be sought before any photos taken of your garment(s) or of you wearing your garment(s), or photos provided by you or with your express permission, are obtained with the intention of use for marketing, advertising and promotions purposes.

### 16 Questions and contact information

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information please contact us via telephone, post or email at Aylin White Designs.

### 17 Other important terms

a Risk and Title – The risk in the products will pass to you, the customer on delivery. The products supplied to you by us shall remain the property of Aylin White Designs until we have received in cash or cleared funds payment in full of all monies owing by you in respect of the products and services under the Contract. Until such time, you will hold the products as fiduciary agent and bailee for Aylin White Designs and keep them insured on our behalf at their full price against all risks.

b Intellectual Property Rights - All intellectual Property Rights in or arising out of or in connection with the services shall be owned by us. You acknowledge that, in respect of any third party Intellectual Property Rights in the services, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to licence such rights to you.

Please be advised that we will not accept any requests to copy another designer's gown, or other related garment(s).

c Notifications - Any notice required or permitted to be given by either party to the other under these Terms & Conditions shall be in Writing to the address of the relevant party as specified in the Contract or as otherwise notified in writing. Notices sent within the UK by first class post shall be deemed to have been served on the next working day after posting. Any notice delivered personally or sent by email shall be deemed to be served at the time of personal delivery or transmission, provided the same occurs on a working day.

d Aylin White Designs terms and conditions may change from time to time without notice.

### 18 Governing Law and Jurisdiction

The Contract shall be governed and construed in accordance with English law and any dispute arising in respect of or in connection with the Contract shall fall under the exclusive jurisdiction of the Courts of England.