

# LEAMINGTON WEDDING BOUTIQUE LTD t/a THE WHITE BOUTIQUE

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions apply to all orders placed with Leamington Wedding Boutique Ltd trading as The White Boutique ("The White Boutique", "we", "us", "our"). By placing an order, paying a deposit, or signing an order form, you agree to be bound by these Terms and Conditions.

### PURCHASE OF BRIDAL GOWNS AND BRIDESMAID DRESSES

- 1.1 A non-refundable deposit equal to 50% of the total purchase price is required at the time of ordering.
- 1.2 All gowns and bridesmaid dresses are ordered specifically for the customer and may be made to order. Once an order has been placed with the designer or manufacturer, it cannot be cancelled, amended or transferred.
- 1.3 The remaining balance must be paid in full within 14 days of notification by telephone, email, text message or any other reasonable method that the gown has been completed by the designer and is ready for dispatch to The White Boutique.
- 1.4 Any notice, request for payment, completion notification, arrival notification or other communication sent by The White Boutique to the telephone number, email address or postal address provided by the customer shall be deemed received within 48 hours of being sent, unless the customer can demonstrate otherwise.
- 1.5 It is the customer's responsibility to ensure that their contact details remain accurate and up to date and to notify The White Boutique immediately of any changes.
- 1.6 No gown will be dispatched by the designer to The White Boutique until payment has been received in full.
- 1.7 Any balance outstanding after the 14-day payment period may incur storage charges imposed by the designer and/or The White Boutique. Storage charges are currently £50.00 per calendar month.
- 1.8 All goods remain the property of The White Boutique until paid for in full.
- 1.9 If full payment is not received within 12 weeks of notification that the gown is completed and ready for dispatch, The White Boutique reserves the right to cancel the order, retain all monies paid and resell the goods without further notice.
- 1.10 All monies paid are non-refundable and non-transferable except where required by law.
- 1.11 Delivery times are estimates only. Goods not available from stock may take up to 24 weeks or longer depending on the designer's production schedule. The White Boutique shall not be liable for delays outside its reasonable control.
- 1.12 Extra length, custom sizing, special measurements or designer surcharges will be charged in addition to the advertised price where applicable.
- 1.13 Alterations cannot commence until both the garment and alteration costs have been paid in full.
- 1.14 All accessories must be paid for in full at the time of ordering. Once ordered, accessories are non-refundable and non-transferable except where required by law.
- 1.15 Veils, headpieces and other specially ordered accessories are non-refundable and non-exchangeable as they are ordered or manufactured specifically for the customer.
- 1.16 The White Boutique accepts no responsibility for loss, damage, staining or deterioration of goods after they have been collected from our premises.

## CANCELLATIONS

- 3.1 In the event that a wedding, event or occasion is cancelled, postponed or changed, the customer's contractual obligations remain unchanged.
- 3.2 As gowns and other goods are ordered specifically for the customer, cancellation of the wedding, event or occasion does not cancel the customer's obligation to pay for goods ordered on their behalf.
- 3.3 Where goods have already been ordered, manufactured or allocated, the outstanding balance shall remain payable in accordance with these Terms and Conditions.

## PAYMENTS

- 4.1 Payment may be made by debit card, credit card (excluding American Express), bank transfer (BACS) or cash.
- 4.2 Cheques are not accepted.
- 4.3 The customer is responsible for ensuring that all payments are made by the due dates stated.

## ALTERATIONS

- 6.1 The White Boutique offers a fixed-price alterations package designed to provide cost certainty for customers.
- 6.2 Unless otherwise agreed in writing, the alterations package includes:
  - (a) three fitting appointments;
  - (b) storage of the gown whilst on our premises;
  - (c) insurance for the gown whilst on our premises;
  - (d) standard alterations required to fit the gown to the customer;
  - (e) bust cups where required;
  - (f) steaming and pressing before collection.
- 6.3 Bespoke design changes, customisations and alterations outside the standard package will incur additional charges.
- 6.4 Customers must sign to confirm that measurements taken at the time of ordering are accurate.
- 6.5 Additional alteration costs resulting from weight change, pregnancy, body shape changes or incorrect measurements provided by the customer shall be the customer's responsibility.
- 6.6 All bridal gowns are made to order and not made to measure. Measurements are used to select the closest manufacturer size available. Alterations are normally required to achieve the desired fit.
- 6.7 Exact fabric colours, lace patterns, beading and dye lots cannot be guaranteed.
- 6.8 Customers must bring the shoes and undergarments intended for the wedding day to their first fitting appointment. Failure to do so may affect the accuracy of alterations.
- 6.9 Alteration appointments are available midweek on dates selected by The White Boutique only.
- 6.10 Once appointments are booked, customers should make every effort to attend. Missed appointments may affect completion times.
- 6.11 Customers must inspect and sign for their gown upon collection to confirm satisfaction with the alterations and condition of the garment.
- 6.12 Following collection, The White Boutique accepts no responsibility for loss, damage, alterations, fit issues or changes occurring after the gown leaves our premises.

## SAMPLE GOWNS

- 7.1 Sample gowns are sold strictly as seen.
- 7.2 Customers are responsible for inspecting sample gowns before purchase and confirming they are satisfied with their condition.
- 7.3 Sample gowns may show signs of wear, minor imperfections, missing embellishments or other defects consistent with use as display garments.
- 7.4 Repairs, cleaning, restoration and alterations are not included unless expressly agreed in writing.
- 7.5 Where a customer purchases a sample gown that does not fit correctly, any required alterations shall be at the customer's expense.

## LIABILITY

- 8.1 Nothing in these Terms and Conditions excludes or limits liability where such exclusion or limitation would be unlawful.
- 8.2 The White Boutique shall not be liable for delays, losses or costs arising from circumstances beyond its reasonable control, including but not limited to supplier delays, manufacturing delays, shipping delays, industrial action, adverse weather, acts of God or government restrictions.

## GENERAL

- 9.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 9.2 These Terms and Conditions do not affect the customer's statutory rights.

## CUSTOMER DECLARATION

I confirm that I have read, understood and agree to these Terms and Conditions. I acknowledge that gowns and accessories may be ordered specifically for me and that deposits and payments are non-refundable and non-transferable except where required by law.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_