



## TERMS AND CONDITIONS -Prom/evening wear

**PLEASE READ THESE TERMS CAREFULLY BEFORE YOU SUBMIT YOUR ORDER WITH US.**

### **1. INFORMATION ABOUT US AND HOW TO CONTACT US**

1.1 We are Lacy Days of Ramsbottom. Our contact details are: 45, Bolton street Ramsbottom, Bury BL0 9HU, email-[lacydaysoframsbottom@gmail.com](mailto:lacydaysoframsbottom@gmail.com), 01706 826392.

1.2 **How we may contact you.** We will contact you by telephone or by writing to you at the email address or postal address you provided to us in your order. It is your responsibility to notify us of any new contact details.

1.3 When we use the words "writing" or "written" in these terms, this includes emails.

### **2. OUR CONTRACT WITH YOU**

2.1 **When the contract comes into existence.** When you have paid a part-payment equal to or greater than 50% of the purchase price of the products (inclusive of VAT) a contract will come into existence between us.

2.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this, will not charge you for the product and refund of any part-payment made. 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 specified in your order.

2.3 **Part Payments.** Part payments are non-refundable unless we cannot accept or fulfil your order. The part-payment cannot be transferred to another person or item.

### **3. PRODUCT DESCRIPTIONS AND MEASUREMENTS**

3.1 **Products may vary slightly from their pictures.** The images of the products in a brochure or on our website or in any other 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 the printed pictures in our brochure or on a sample swatch accurately reflects the colour of the products. Your product may vary slightly from those images/Samples.

3.2 **Making sure your measurements are accurate.** Once measurements and sizing have been taken for your order, you will sign confirming that you agree to the sizes. It is your responsibility to check these measurements and to indicate if you feel that these measurements are incorrect in any way. We will not be held responsible for any weight loss/gain or any other changes in your measurements and sizing after the product has been ordered (for example due to pregnancy).

3.3 **Choosing what size to order:** Once we have taken your measurements, we will advise you on the best size to order. It is always easier to downsize a dress than to let out. We will usually advise you to choose the size which matches your largest measurement. If you decide to order to gown in a size smaller than we recommend, you understand and accept that we will not be held responsible if the dress does not fit on receipt and cannot be made to fit you.

**3.4 Special Dress lengths.** Orders for gowns which are not of a standard length may be subject to a surcharge which will be agreed before confirming your order. The finished measurement of a “special length” dress can vary by +/-1 inch.

**3.5 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.

**3.6 Sample and Sale gowns.** 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 as they are likely to have been subject to wear and tear. Sample dresses will have been tried on by other prospective customers and may have marks on them. Whilst we will make every endeavour to spot clean any visible marks on the outside of your gown, we cannot guarantee that all marks will be removed and we will not clean the inside and underside of the dress. It is your responsibility to have it cleaned prior to wear if required. Sale gowns are priced competitively due to the wear and tear on them. If you require us to make any repairs, you will be responsible for the costs involved. Payment must be made in full for samples and no storage can be offered. All sale item payments are non refundable.

#### **4. PROVIDING THE PRODUCTS**

**4.1 When we will provide the products.** During the order process we will let you know when we expect to provide the products to you. Unless a fixed date for delivery has been agreed in writing, we will deliver the Products within a ‘reasonable amount of time’, taking account of the complexities of any alterations to be made to the Product and the location the Product is being sourced from. By way of guidance only, Products that are not in stock can take up to 3 months to arrive and can take longer during peak periods. On occasions if the product is in stock, it can therefore arrive within a matter of weeks.

**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 products you have paid for but not received.

**4.3 When you become responsible for the product.** The product will be your responsibility when you collect it from us.

**4.4 When you own the products.** You own the products once we have received payment in full. The product will be deemed as accepted by you even if you chose not to come and inspect the product before payment.

**4.5 Suspending supply of the products.** If you do not pay us for the products when due and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. As well as suspending the products we can also charge you interest on your overdue payments.

#### **5.YOUR RIGHTS TO END THE CONTRACT**

**5.1 Changing your mind.** Once you have entered into a contract with us in accordance with 2.1, you cannot change your mind and cancel the purchase of your gown. The full balance of your gown is still payable either when the dress arrives, or in the case of sample gowns; (if agreed to split payment), when the second part-payment becomes due, regardless of whether you change your mind and no longer require your item. Unless there is a fault with them, which in the case of bespoke items cannot be repaired, you will not be entitled to an exchange or refund of products purchased and ordered from us ‘in-store’. If you order from us over the telephone or from any location away from our shop premise

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, made to order or tailored to fit); or
- (c) On Premise contracts

This does not affect your statutory rights.

## **6. OUR RIGHTS TO END THE CONTRACT**

**6.1 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 a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

**6.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 6.1 we will not refund any part-payment you have paid for the Products. You will still be responsible for the outstanding balance on the dress (including any loss of profit) once it is delivered to the store or when the 2<sup>nd</sup> part-payment is due in accordance with 8.4 below.

## **7. IF THERE IS A PROBLEM WITH THE PRODUCT**

**7.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us either in writing, telephone, or speaking to a member of staff.

## **8. PRICE AND PAYMENT**

**8.1 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 8.3 for what happens if we discover an error in the price of the product you order.

**8.2 VAT changes.** 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 in full before the change in the rate of VAT takes effect.

**8.3 What happens if we got the price wrong?** It is always possible that, despite our efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. 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 mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

**8.4 When you must pay and how you must pay:**

**a) Ordered gowns.** The balance of the price for the products must be paid before collection or delivery of the products and in any event within 30 days of the products being received by us. Please note that whilst we provide you with an estimated delivery time, on occasions dresses can arrive much earlier than expected. If this is the case, your balance is still due within 30 days of arrival. We accept payment by cash or credit/debit card.

**b) Sale/Sample gowns.** Sale/sample gowns are usually paid in full. However, if we have agreed to accept a 50% part- payment, the other 50% payment is due within 2 months of the first payment, unless otherwise agreed by us in writing.

**8.5 Storage costs.** We store your gown for free from its delivery until full payment is made. Following this time, our storage fee is £40. On payment of this, we will store your dress until collected for the seamstress. (as advised to us on the order form). If no date is supplied to us, we will store the dress for 2 months from the date of order. After this date, we reserve the right to charge storage at £1 per calendar day thereafter. If you do not wish to pay our storage fee, your dress must be collected within 30 days of payment of the balance. Non-collection within this time will result in the storage fee being charged.

**8.6 Storage in the event of cancellation or postponement.** Should the event date be postponed or cancelled, we ask you to collect your gown within a reasonable time scale. If your dress remains uncollected after a period of 2 months either i) after your event date (as advised on the order form); or ii) if no date was stated on the order form, 2 months after notification of postponement or cancellation, then we reserve the right to dispose of your dress. We reserve the right to charge storage at £1 per calendar day, starting 28 days after notification to us of the event cancellation or after the event date whichever is sooner.

**8.7 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 at the rate of 5% a year above the base lending rate of HSBC bank plc 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. You must pay us interest together with any overdue amount.

## **9. OUR FITTING SERVICE**

9.1 Once we have supplied you with your gown, we have fulfilled our contractual obligation to you. Our fitting service is a separate service, operated by a separate Company, which is optional for both parties.

9.2 Prom gowns can usually be altered by a maximum of 1-2 UK dress sizes, wholly depending on the cut of the gown. On occasions, it is not possible to make any alterations to the bodice of a gown. We will liaise with the seamstress to advise you of what is possible with your particular gown. We reserve the right to refuse to provide our fitting service if we believe that you have unrealistic expectations as to what the alterations can reasonably be performed or if you are requiring alterations beyond 1-2 dress sizes.

9.3 Fittings will need to commence at least 2 weeks before your event date (dependant on amount of work needed). It is your responsibility to ensure that you have booked your first fitting sufficiently in advance of your wedding. It is your responsibility to arrange all fitting appointments with the seamstress directly.

9.4 At your first fitting appointment, you will require your shoes and any underwear you will be wearing on your event day. We are able to supply hoops/underskirts to wear with your gown. If you wish to use your own hoop/underskirt you will need to bring this to your first fitting as the diameter of the hoop and length of the hoop will impact the hem length. Without these items, the fitting appointment may not be able to proceed.

9.5 Hooks and eyes are used to guide the zipper/closure only. They are not an integral part of the dress. As they are held together by very fine thread, it is possible that they will come loose on the day

under stress/strain. This is not unusual and will not result in your gown falling down or loosening in any way.

## **10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**10.1 Liability during storage of products.** 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 retail costs of such products.

**10.2 Third party services.** We shall not be responsible for any services provided by a third party, whether or not such third party was recommended by us.

**10.3 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.

## **11. OTHER IMPORTANT TERMS**

**11.1** We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**11.2** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**11.3** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are 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.

**11.5** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.