

Terms & Conditions

**The Dress Room Terms & Conditions**

**1. Interpretation**

1.1 - Customer means the person who buys or agrees to buy the goods from the seller.  
1.2 - Conditions means the general terms and conditions set out here and the special terms and conditions as specified on the customer order form.

1.3 - Price means the price for the goods specified on the customer order form.  
1.4 - Seller means The Dress Room.

**2. Conditions Applicable**

2.1 - Except in circumstances when the customer enters into a credit sale agreement on the Sellers standard form, these conditions shall apply to all contracts for the sale of Goods by the Seller to the Customer to the exclusion of all other terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar documents.  
2.2 - All Orders for Goods shall be deemed to be an offer by the Customer to purchase goods pursuant to these conditions.  
2.3 - Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Customer's acceptance of these conditions.

2.4 - Any variations to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

2.5 - Nothing in these conditions shall affect the statutory rights of any consumer.

**3. Price & Payment**

3.1 - The price shall be the price as written on the customer order form.  
3.2 - Seller shall not be bound to deliver Goods until the Customer has paid for them.

3.3 - Unless otherwise agreed at the time of order. The payment from the customer is expected in two parts, 50% deposit and 50% final payment.  
4.2 - The Customer is expected within 14 days of formal notification (this be either verbally or in writing) that the stated items have been received at the Seller’s premises to pay the outstanding balance in full.

4.3 – The Customer is required to pay for any off the rail garments in full before such garments can be taken off the Seller’s the premises.

4.4 - The Customer is required to pay any hat hire fees in full at the time of booking a hat.

**4. Collection of Made to Order Goods**

4.1 - The Seller shall not be obliged to deliver the Goods to the Customer other than at the Sellers's premises unless otherwise agreed in writing. Where an estimated collection date is given by the Seller in advance of the occasion date, the Seller will use reasonable endeavours to ensure that the Goods are available for collection by the Customer on that date but the Seller shall be under no liability for any failure on the part of the Seller to make available the Goods for collection by that date.  
4.2 - The Seller shall notify the Customer (which notification may be either verbally or in writing) as soon as the Goods are ready for collection where upon the Customer shall attend the Sellers premises as soon as practicable thereafter (and in any event within 14 days). The Customer shall examine the Goods and thereupon agree to the effect that the Goods are in proper condition and suitable for their purpose or notify the Seller of any genuine defects on the condition of the Goods whereupon the Seller shall be afforded reasonable opportunity to rectify such defect. In the absence of any notification of such defects at the point of collection, it shall be conclusive as to the quality and fitness of the Goods.

**5. Sizing and Measurements of Made to Order Goods**

5.1 – Whether it be dresses ordered in standard sizes or custom order, alterations may be required. Alterations are not included in the purchase price of any dress.  
5.2 - The Seller shall take bust, waist and hip measurements and order the nearest size to the Customer's measurements. Customer's measurements are taken at point of ordering and the dresses are ordered in accordance with those measurements. Sizes to be ordered are agreed with the Customer at time of ordering and changes in a Customer's measurements and costs incurred as a result of those changes are the responsibility of the Customer.  
5.3 - The Seller will not be responsible for any change in the Customer's body size and shape between order and delivery. The Seller will not accept liability if the dress does not fit or accept liability should the dress need major alterations or otherwise due to weight loss or weight gain.  
5.4 - An alternative size will not be ordered unless the full cost of the dress is met by the Customer.  
5.5 - There can be no guarantee that a replacement dress will be available at short notice.  
5.6 - The Seller will not be responsible for disinclination after collection or for any damage caused to the Goods after collection, due to weight loss or weight gain.

**6. Fabrics and Trim**

6.1 - Exact colours, shades of fabrics and designs on trim including lace and beading cannot be guaranteed and may differ from the sample gown due to dye lots.  
6.2 - All beading is hand-stitched to ensure the highest quality and some beading may become loose or detached during the course of normal wear. This is not a fault and the Seller cannot accept responsibility for loss or damage in this event.

**7. Fittings and Alterations**

7.1 – The Customer shall be responsible for making all necessary arrangements for fittings and alterations to the Goods where required and it is for the Customer to be satisfied that any person or persons instructed by the Customer to undertake any fittings or alterations shall work to a sufficient standard as to complete the work to the Customer's satisfaction.  
7.2 - The Seller shall not be liable for faulty workmanship or damage caused to the Goods by fittings or alterations to the Goods, undertaken at the Customer's request.

7.4 - The Seller shall not be liable for missed or cancelled appointments for fittings or alterations and the Seller will not accept any liability for delays and inconvenience caused to the Customer by missed or cancelled appointments for fittings and alterations at the Seller's premises or other premises.

7.5 - Fittings and alterations to the Goods shall not be undertaken until the Goods have been paid for in full.

**8. Property and risk in Goods**

8.1 - Property and risk in Goods shall pass on collection of the Goods to the Customer. Once the Goods have left the premises, the Seller cannot accept any responsibility for the Goods, for disinclination or for any damage caused to the Goods thereafter.

**9. Sale Goods**

9.1 - Sale Goods are sold as seen and no refunds will be given.  
9.2 - Discounts given on Sale Goods reflect the condition of the Goods and the Customer shall be responsible for examining the Goods and be satisfied of any faults or defects before purchase.

**10. Off the Rail Goods (non-sale)**

10.1 - If after having purchased an off the rail garment the Customer changes their mind, a 14-day returns policy will apply. Items will be exchanged or a credit note will be given to the Customer. The Seller is unable to offer full refunds.

10.2 - Faulty items will be replaced if this is possible (stock depending) or will be fixed free of charge, provided they are unworn and returned within 28 days.

**11. Cancellation of Made to Order Goods**

11.1 - The Customer may cancel made to order goods within 7 days after acceptance of the order by the Seller and will forfeit any deposit paid up to 50%, but if 50% of the final purchase price has not been paid, the Customer agrees to pay the Seller the difference between the deposit paid and the final purchase price.  
11.2 - If the order is cancelled after 7 days and a deposit greater than 50% has been paid, then no deposit is refundable.  
11.3 - If the order is cancelled after 7 days the Customer agrees to pay the Seller the full purchase price.

**12. Storage**

12.1 – The Seller is under no obligation of the storage of dresses but where possible will store dresses for an agreed period of time.

**13. - Goods remain the property of The Dress Room, until paid in full. Applicable Law.**

**14. Hat Hire Terms**

14.1 **–** The Customer is required to pay hat hire fees in full at the time of booking a hat. Once a hat is reserved refunds will only be given for cancellation made within 24 hours. Customers who change outfits and wish to change hats will be required to pay an additional fee of £20 for any further consultations.

14.2 – Once the Customer has collected a hat and it has left the Seller’s premises, the Customer is fully responsible for the hat.

14.3 - Hats that are lost, stolen or damaged (including any dents, fraying, loss of decoration or water damage) by the Customer during the hire period must be paid for in full. The amount payable is the value of the hat plus an additional hire charge. Damaged hats are charged at £350 and fascinators at £150.

14.4 - The charge for high end couture hats damaged whilst in the care of the Customer will be dependent upon the hat/designer and will be determined by the Seller on an individual basis.

14.5 – Credit card details will be taken from the Customer by the Seller as a form of deposit. Any damage charges will only be deducted after discussion with the Customer. All card details will be destroyed by the Seller upon safe return of hats/headpieces.

14.6 – Should the Customer fail to return a hat within the agreed hire period, an extra hire charge will apply.

14.7 - If a hat leaves The Dress Room it is considered a hire even if not worn by the Customer.

14.8 - If a Customer orders a bespoke hat hire and changes their outfit, deposits will not be refunded. The Seller will charge a second hat hire fee as well as £20 for an additional consultation.

14.9 – For hats that are sent by post, the postage (including the return postage) is the responsibility of the Customer and must be via Royal Mail special delivery insured up to the value of £500.

14.10 - Hats and hat boxes must be returned by the Customer in the same condition as they are received (this applies to posted and collected hats) otherwise a charge will be applicable. The Seller will charge the Customer £25 for a damaged hat box. See 14.3 for the costs relating to damaged hats/fascinators.

**14. – This Contract Shall be Subject to English Law and the jurisdiction of English Courts.**

**15.** **Data Protection**

15.1 - The Seller is a data controller for the purposes of the General Data Protection Regulations 2018 and the Data Protection Act 2018. The Seller will process the Customer’s personal data for the purposes for the sale of the Goods to the Customer and will process all personal data in accordance with the data protection legislation.

15.2 - The Seller processes the Customer’s personal data for the performance of a contract with the Customer or where it is necessary for the Seller’s legitimate interests. This may involve sharing the Customer’s personal data with third parties where necessary to order the Goods. Such personal data shall be limited to identity data only.

15.3 - The Customer is referred to the Seller’s full privacy policy available on www.thedressroom.co.uk