

YOU MUST READ THE TERMS AND CONDITIONS IN FULL. PLEASE TICK, SIGN AND DATE WHENEVER PROMPTED TO.

Price agreed: _____

Client Signature: _____



TERMS & CONDITIONS

1. Payment

50% of the order price to be paid to Renata Massaccesi (the 'Designer') on execution of the Order Confirmation Form and before any work commences. The remaining balance to be received in cleared fund 30 days after the 50% percent deposit.

The ordered garment shall remain the property of the Designer until the full order price has been paid in accordance with these Terms and Conditions.

2. Fittings

If the client is unavailable or unable to attend fitting appointments at the Designers premises in London by the Designers appointed staff, the client must accept responsibility for the fitting of the garment based on the measurements provided in the Order Confirmation Form. Reasonable allowances will be made for body changes with adjustable straps where possible.

3. Sample Conformity

The client accepts that the execution of any commission is an interpretation of the commission and, by virtue of being executed by hand, it is not possible to reproduce a precise copy of the commission and the client accepts that variations will need to occur. This includes variations to the materials used due to lack or availability or unexpected costs.

4. Cancellation

The client has 5 days after the date of contract to withdraw their order or adjust their order. Any monies paid by the client to the Designer during this period will be refunded accordingly to the request. The client will receive a full refund of their first 50% instalment or a rate appropriate for any variation requests minus 20% for administration fees for any orders cancelled within the 5-day cancellation notice period. In the event of a client cancelling their order for any reason whatsoever after the 5-day cancellation notice period, the client shall be responsible for paying to the Designer:

- i) All costs incurred by the Designer in connection with any materials used or having been ordered prior to receipt of notice of cancellation from the client and all costs for any work performed pursuant to the order. For the avoidance of doubt, it is understood that such costs will incorporate profit lost on the work executed. It is agreed that the Designer shall be entitled to deduct the above fee and costs from any monies already paid by the client. If there are insufficient monies held by the Designer from which to deduct all cancellation charges, the client shall pay any outstanding balance forthwith, and late payment shall incur an interest charge of 2% per month. If no materials have been bought and no work has commenced on your order after the 5-day cancellation period, you will be entitled to a full refund minus 20% for administration fees.

- I understand that if I choose to cancel or adjust my order after the 5-day cancellation notice period, I will only be entitled a refund if no materials have been bought and no work has been commenced. I also understand that regardless of the notice period if I cancel my order at any time after the date of contract, I will be required to pay a 20% administration fee.

5. Unfulfilled Orders

If your order has not been paid in full 3 months after completion, despite email reminders the Designer is entitled to sell on your order. For the avoidance of doubt, it is understood that such costs will incorporate profit lost on the work executed. Therefore, you will not be subject to a refund.

- I understand that if I do not fulfill payment for my order within 3 months of completion the Designer can sell on my order, and I will not be entitled to a refund.

6. Variations and Communication

Any communication of your order must be communicated via email. Any requests for variations to the design of the ordered garments or the delivery date shall be subject to the 5-day

cancellation notice period. Any request made after this period may necessitate a charge to the client at a rate appropriate for the variation requested. **ALL VARIATIONS AND CHANGES TO PERSONAL DETAILS MUST BE RECORDED ON A NEW ORDER CONFIRMATION FORM OTHERWISE IT WILL NOT BE RECORDED, AND RENATA MASSACCESI LIMITED WILL NOT BE LIABLE FOR DISSATISFACTION.**

I have read and understand what is displayed in the red box at the top of the order request form and agree with the above statement.

7. Delivery

Subject to the payment provisions set out above, the ordered garment(s) shall be available for collection at the Designers premises on the delivery date.

In the event of the client requesting delivery or shipping by a third party, **ALL RISK SHALL PASS TO THE CLIENT WHEN THE DESIGNER RELEASES THE ORDERED GARMENT(S) TO THE THIRD PARTY. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ONCE THE GARMENT(S) HAS LEFT THE DESIGNER'S PREMISES. THE DESIGNER WILL NOT BE LIABLE TO CREATE A NEW PIECE FOR FREE OR AT A DISCOUNTED PRICE IN THE EVENT OF LOSS OR DAMAGE BY A THIRD PARTY.** Delivery/Shipping costs will be quoted additionally depending on the size and the delivery location of the order. If the client desires to return the ordered garment to the Designer for re-sale, the client will be responsible for covering all shipping costs including duty fees and taxes.

I understand that once the Designer has released my ordered garment(s) to the third party all risk shall pass onto I _____ PRINT NAME _____. I also agree to pay for all shipping costs where necessary upon receipt of my ordered garment(s) and when returning my ordered garment(s).

8. Quotation and Payment

All quoted and agreed payments will be based on direct payment (cash, direct bank transfer or transfer wise) and will assume collection from the Designer's premises. If alternative payment methods are used (such as PayPal) any associated fees will be passed on to the client. If delivery/shipping is required, all associated costs will be passed on to the client (see '6. Delivery' above).

9. Law and Dispute Resolution

These Terms and Conditions are governed by the laws of England. Any dispute arising under these Terms and Conditions shall be finally determined by the courts of England, which shall have exclusive jurisdiction to determine any such dispute. If PayPal (or any other such third-party payment entity) is used for payment the client agrees that any dispute arising under these Terms and Conditions shall not involve PayPal (or any other such third-party payment entity). These Terms and Conditions are superior to any terms and conditions or policies of PayPal (or any other such third-party payment entity).

If you have any special circumstances at the time of ordering, please email me privately and we can discuss alternatives.

I agree that I understand the Terms and Conditions set out on this form and agree to comply with them.

Print Name (**BOLD CAPITAL**): _____

Client Signature: _____ Date: _____

My Signature: Renata Cristina Hoyota Massaccesi Date: _____

Thank you,

Renata Massaccesi

enquiries@designersboutik.com

Instagram: renatamassaccesi_fabcostumes

Facebook: Renata Massaccesi