



By Renata Massaccesi

## Terms & Conditions

**\* Please read these terms and conditions carefully to avoid misunderstandings in the future. You must sign these terms and conditions in order to proceed with your order.\***

### **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 one month after the first payment and prior to the release of the ordered garments from the Designer's premises. Late payment shall incur an interest charge of 2% per week.

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 in every instance to reproduce a precise copy of the commission and the client accepts that variations may need to occur. This includes variations to the materials used due to lack or availability or unexpected costs.

### **4. Cancellation**

In the event of a client cancelling the order for any reason whatsoever the client shall be responsible for paying to the Designer:

- i) An administration fee of 17%
- ii) 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. In the event that 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.

### **5. Variations**

Any requests for variations to the design of the ordered garments or the delivery date shall be subject to the unfettered discretion of the Designer and may necessitate a charge to the client at a rate appropriate for the variation requested. Any variation request must be submitted on a new Customer Order Form, not by email, phone call, or text message; the Designer will not accept variations otherwise.

### **6. Delivery**

Subject to the payment provisions set out above the ordered garment 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 to the third party. The Designer shall not be responsible for any loss or damage once the garment has left the Designer's premises. Delivery/Shipping costs will be quoted additionally depending on the size and the delivery location of the order.

#### **7. 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).

#### **8. 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.

Thank you,  
Renata Massaccesi

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