

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



By Renata Massaccesi

Price agreed: _____

Client Signature: _____

Date: _____

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 10 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. In the event of a client cancelling their order for any reason whatsoever after the 10-day cancellation notice period, 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. If the client has paid in full and cancels their order after the 10-day cancellation notice period, they will be refunded any monies for any material not bought and design not commenced.

- I understand that if I choose to cancel or adjust my order after the 10-day cancellation notice period, I will be required to pay the 17% administration fee and all other costs incurred by the designer.

5. Variations

Any requests for variations to the design of the ordered garments or the delivery date shall be subject to the 10-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 MUST BE RECORDED ON A NEW ORDER CONFIRMATION FORM OTHERWISE IT WILL NOT BE RECORDED, AND DESIGNERS BOUTIK LIMITED WILL NOT BE LIABLE FOR DISSATISFACTION.**

- I understand that all variations must be recorded on a new order confirmation form otherwise it will not be registered.



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6. 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).

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.

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 Loyola Massaccesi* Date: _____

Thank you,
Renata Massaccesi
enquiries@designersboutik.com
Instagram: renatamassaccesi_fabcostumes
Facebook: Renata Massaccesi



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