
MADE WITH LOVE BRIDAL (EUROPE) LIMITED

TERMS AND CONDITIONS FOR THE SALE OF BESPOKE & STANDARD PRODUCTS AND/OR OF CLEANING SERVICES

FOR ONLINE AND ON-PREMISES (IN-SHOWROOM) SALES

1. These terms

1.1 These are the terms and conditions on which we supply goods and/or services to you. Please read them carefully before you place your order with us, paying particular attention to:

clause 5. This explains how our bespoke products will be produced for you (where applicable);

clause 10. You may have no right to simply change your mind about (i.e. to cancel) an order.

1.2 We also confirm key information to you before you place your order and, after your order, confirm that information by e-mail.

1.3 When you place an order, we may agree to override ('vary') these terms. For example, by agreeing to deliver your product(s) more quickly than the times for delivery mentioned below. Where we do so, we will state any variations in the 'Special Terms' section of the order form.

2. Information about us and our contact details

2.1 We are Made With Love Bridal (Europe) Limited, a company registered in England and Wales. Our company registration number is 10831259 and our registered office is at 20 Frank Slater House, Green Lane, Ilford, IG3 9RS. Our registered VAT number is GB272877952.

2.2 You can contact us by writing to us at london@madewithlovebridal.com.

3. Our contract with you

3.1 We sell two types of products:

those that are made to your specifications and your selected sizing. In these terms, we refer to these as 'bespoke products'; and

those that are standard or off-the-shelf. In these terms, we refer to these as 'standard products'.

3.2 We also provide cleaning services, which may be purchased at the same time as products or separately.

3.3 You may place an order via our website. Your rights and which of these terms apply will differ depending on whether you:

purchase bespoke products, standard products and/or cleaning services;

place your order:

(i) without having met us in-person; or

(ii) in-person at our showroom or after having met us in-person.

3.4 In these terms, we refer to the 'order form'. This means the check-out page shown immediately prior to you placing your order, setting out (for example) your name, your billing address (and, if different, your delivery address), the products and/or cleaning services that you wish to purchase as well as the price for those products and/or services and for delivery.

3.5 When you click 'PLACE ORDER' or 'Buy with Apple Pay', a contract will come into existence between you and us.

3.6 Where you place an order:

that includes bespoke product(s), standard product(s) and/or cleaning services, for each there will be a separate contract. For example, if you place an order for bespoke product(s) and cleaning services, there will be a contract for those bespoke product(s) and another contract for those cleaning services;

for bespoke product(s) but do not provide your measurements and dimensions on the order form, you must either:

(i) provide your measurements and dimensions to us within seven days; or

(ii) arrange and attend an appointment at our store within seven days in order for us to take your measurements and dimensions.

3.7 Contracts will be completed once you have made full payment and:

we have delivered the product(s) (for purchases of product(s)); and

we have completed the cleaning and returned the relevant product(s) to you (for purchases of cleaning services).

4. Purchases of products – general

4.1 The images of goods on our website and in our brochures are for illustrative purposes only. Although we have made every effort to accurately display the colours as well as the fabrics and fit, we cannot guarantee that:

a picture on a device or in our brochure exactly reflects the colour of the goods or exactly represents the nature of the fabric. In other words, any product(s) you purchase may vary slightly from those images;

any product(s) you purchase will fit you as closely as the model.

4.2 Every run of material will vary very slightly. Therefore, materials used for any product(s) you purchase may differ in insignificant ways from that of goods that you may have seen in our showroom.

4.3 Should you (or someone on your behalf) make alterations to any product(s) you purchase, we are not responsible for any loss or damage caused. This includes where you use any seamstress or alteration company suggested by us.

5. Purchases of cleaning services – general

5.1 Where you have purchased cleaning services for any product(s):

you must send those product(s) to us, at your own cost – using an established and reputable delivery service – to Made with Love Cleaning, Unit 3, 29A Chatham Place, The Textile Building, London, E9 6FJ;

the cost of the cleaning services includes us delivering the product(s) to you once they have been cleaned;

we must provide the services with reasonable care and skill. However, we do not guarantee that we will be able to remove every mark;

5.2 Where you have purchased cleaning services for any product(s), in the event that we notice that product(s) sent for cleaning need repair(s):

we will inform you and provide an estimate for those repair(s);

we will not proceed to clean your product(s) until either:

- (i) you have confirmed that you do not wish for us to repair them; or
- (ii) we have agreed to vary the contract so as to include repair services. For example, to agree the scope of – as well as charges and timescale for – the repair; and

until:

- (iii) we have received your confirmation that you do not wish for us to repair them, the time for delivery mentioned at clause 7.7 shall be ‘paused’; or

- (iv) you and we have agreed the terms on which we will vary the contract (as mentioned at clause 5.2(ii)), the time for delivery mentioned at clause 7.7 shall be ‘paused’ and – where we agree a different timescale as part of that variation – shall be superseded by the newly agreed timescale.

6. Bespoke products

6.1 Although we will make every effort to be as accurate as possible, because our bespoke products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website and in our brochures may differ in insignificant ways.

6.2 Where you have purchased a bespoke product:

and you provide us with measurements and dimensions, you are responsible for ensuring that those measurements and dimensions are correct; or

and we have taken measurements and dimensions, we are responsible for ensuring that those measurements and dimensions are correct.

In either case, we will discuss with you the sizing according to which that bespoke product will be produced with you and you must choose that sizing. Regarding you making that choice, both we and you must behave reasonably and each communicate with the other promptly. Provided that we (Made With Love) do so, you must make that choice within seven days of having placed your order.

6.3 It is our responsibility to produce bespoke products according to the sizing that you choose. For example, we do not know what shoes will be worn with a wedding dress so we will generally suggest a length which may, if required, be taken up (i.e. to avoid the risk of providing a dress that is too short and which cannot be lengthened) but the final choice regarding sizing is yours. Therefore, you must ensure that you are satisfied with the sizing that you choose.

6.4 Bespoke products will need alterations in order to achieve the best look and fit. In particular, this may include: adding any desired bust support/cups; tailoring the strap and hem length; adjusting the bust, waist and hip dimensions.

While we will provide all bespoke product(s) you purchase in accordance with the sizing agreed with you, the contract between us does not include making any of these kind of alterations. However, we will provide a list of bridal seamstresses and alteration companies.

7. Delivery of products, including after cleaning

7.1 Where a delivery address you provide is someone else’s address (for example, your seamstress’ address):

before doing so, you must confirm that that person will accept delivery of the product(s);

references in these terms to delivery to you or to your address should be understood as meaning to that person or to their address.

7.2 You must notify us as soon as possible if you would like to change the delivery address from the one mentioned on the order form (e.g. if you move house or would like a dress delivered to a seamstress). However, we may not be able to change a delivery address where the product(s) have been (or are due shortly to be) dispatched.

7.3 For all deliveries, we (or our carrier) will provide you with tracking details once the product(s) are dispatched to the delivery address mentioned on the order form (or specified by you under clause 7.2).

7.4 If no one is available at your address to take delivery and the product(s) cannot be posted through your letterbox, we (or our carrier) will liaise with you to arrange redelivery or collection of the product(s).

7.5 You must provide us and our carriers with reasonable assistance in relation to the delivery (or redelivery/collection) of the product(s). This includes, for example:

providing us with any information we may need to locate your home or workplace; and

collecting the product(s) (where applicable).

7.6 Where you purchase product(s):

we will deliver them to the delivery address mentioned on the order form (or specified by you under clause 7.2), in a single consignment:

(i) where you have selected 'standard' delivery on the order form, at least 10 weeks before your wedding day (as specified on the order form);

(ii) where you have selected 'rush' delivery on the order form, at least eight weeks before your wedding day (as specified on the order form); or

(iii) where you have selected 'super rush' delivery on the order form, at least six weeks before your wedding day (as specified on the order form);

if our supply of any product(s) is delayed by an event outside our control, 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 your product(s) have not been delivered:

(iv) at least 53 days prior to your wedding day (as specified on the order form), where you have selected 'standard' delivery on the order form;

(v) at least 42 days before your wedding day (as specified on the order form), where you have selected 'rush' delivery on the order form; or

(vi) at least 32 days before your wedding day (as specified on the order form), where you have selected 'super rush' delivery on the order form,

you may contact us to end the contract and receive a refund for any product(s) for which you have paid for but not received.

The above does not apply to the delivery of products after we have cleaned them.

7.7 Where you have purchased cleaning services for any product(s), we will:

despatch the cleaned product(s) to you within four weeks of receipt of those product(s); or

where we are having particular difficulty in cleaning your product(s), inform you of a reasonable period (being not more than eight weeks after our receipt of those product(s)) within which we will despatch those product(s) to you.

8. Price and payment

8.1 The prices of the product(s), of any cleaning services and of delivery (all of which include VAT, where applicable) will be the prices set out on the order form.

8.2 We will generally take full payment (via our payment processor) at the time you place your order. However, where we have agreed to take payment for some/all of an order in instalments:

the balance of payment for any:

(i) product(s) must be paid within 90 days of placing your order or – if earlier – when we contact you to inform you that the product(s) are ready for delivery;

(ii) cleaning services must be paid before you send your product(s) to us for cleaning;

we are only obliged to make delivery of the product(s) (including after cleaning, where applicable) once we have received payment in full from you.

8.3 Where the delivery address mentioned on the order form (or specified by you under clause 7.2) is:

inside the United Kingdom or the European Economic Area, we will be responsible for any and all import taxes and customs duties;

outside of the United Kingdom or the European Economic Area, you will be responsible for any and all import taxes and customs duties.

9. Responsibility and ownership of products

9.1 Products will be your responsibility from the time when (as applicable) we deliver them to the address that you gave us or you collect them from our store or from our carrier's depot.

9.2 Where you purchase product(s), you will own them once we have received payment for them in full.

10. Cooling-off period

10.1 In respect of any orders for:

standard products and cleaning services placed via our website:

- (i) without having met us in-person, there is a cooling-off period (i.e. you have a legal right to change your mind about your purchase and receive a refund of what you paid for it (including the delivery costs, where applicable));
- (ii) in-person at our showroom or after having met us in-person, there is no cooling-off period. This means that, once your order has been placed, you will not be able to cancel the order because you have changed your mind or because your circumstances have changed (e.g. your wedding has been cancelled);

bespoke products, there is no cooling-off period. This means that, once your order has been placed, you will not be able to:

- (iii) request changes to the specification of any bespoke product; or
- (iv) cancel an order for a bespoke product because you have changed your mind or because your circumstances have changed (e.g. your wedding has been cancelled).

10.2 If you change your mind about a standard product purchased online and without having met us in-person:

you must let us know:

- (i) no later than 14 days after the day we deliver that product;
- (ii) by sending us a clear statement (e.g. an e-mail to london@madewithlovebridal.com). You may use the attached model cancellation form but it is not obligatory;

you must return the product within 14 days of your telling us you have changed your mind. You may either:

- (iii) email us at london@madewithlovebridal.com for a return label and instructions, in which case we will pay the cost of the return; or
- (iv) send the product back to us (at your own cost) using an established and reputable delivery service, at Made with Love Dry Cleaning, Unit 3, 29A Chatham Place, The Textile Building, London, E9 6FJ;

you must keep a receipt or other evidence from the delivery service that proves you have sent the product and when you sent it. If you fail to do this and we don't receive the product within a reasonable time (or at all), we won't refund you;

we will not refund any extra fees that you may have paid for express delivery or delivery at a particular time;

if you have handled the product in a way which would not be acceptable in-store, we may reduce your refund to compensate us for the reduced value of the product. (In some cases, it's possible that – because of the way you have treated the product – no refund may be due.) For example, if: the product's condition is no longer 'as new'; any tags have been removed; the packaging is damaged; or accessories are missing;

if your product:

- (v) hasn't been dispatched, we will refund you as soon as possible and within 14 days of you telling us you've changed your mind;
- (vi) needs to be sent back to us, we will refund you within 14 days of receiving the product back from you (or receiving evidence you've sent it to us);

we will refund you by the method you used for payment. We don't charge a fee for making refunds.

10.3 If you change your mind about a cleaning service purchased online and without having met us in-person:

you must let us know:

- (i) no later than 14 days after the day you placed your order. However:
 - (A) you lose the right to cancel the service once it's been completed;
 - (B) you must pay for any services provided up to the time that you cancel;
- (ii) by sending us a clear statement (e.g. an e-mail to london@madewithlovebridal.com). You may use the attached model cancellation form but it is not obligatory;

we will refund you by the method you used for payment. We don't charge a fee for making refunds.

11. Your legal rights and rejections

11.1 We are under a legal duty to supply goods and/or services (as applicable) that are in conformity with this contract. You also have other legal rights in relation to the contract as well the product(s) and/or the cleaning services (as applicable) you have purchased and nothing in these terms affects your legal rights.

11.2 Other than under clause 10.2, where you exercise a legal right to end the contract or to reject any product and where you are in possession of the relevant product (or subsequently receive it from our carrier), you must:

send the product back to us. You may either:

- (i) email us at london@madewithlovebridal.com for a return label and instructions, in which case we will pay the cost of the return;
- (ii) send the product back to us, using an established and reputable delivery service, at Made with Love Dry Cleaning, Unit 3, 29A Chatham Place, The Textile Building, London, E9 6FJ. We will pay your reasonable costs incurred;

keep a receipt or other evidence from the delivery service that proves you have sent the product and when you sent it. If you fail to do this and we don't receive the product within a reasonable time (or at all), we won't refund you.

11.3 If you breach the contract (e.g. terminating the contract without having the right to do so), we may be entitled to compensation. In this case, we may be entitled to (without limitation) retain as compensation some/all of any payments that you have made.

12. Our right to end the contract

We may end the contract at any time by writing to you if you do not:

comply with:

- (i) clause 0 (where you purchased bespoke product(s) but did not provide your measurements and dimensions on the order form);
- (ii) clause 6.2;

make a payment to us when it's due and you still don't make payment within 21 days of us reminding you that payment is due;

within a reasonable time:

- (iii) allow us to deliver product(s) that you purchased to you; or
- (iv) collect them from our store or from our carrier's depot (as applicable).

13. Our remedies

Without affecting any other legal remedies we may have:

in the circumstances referred to in clause 12; and/or

if you breach the contract (e.g. terminating the contract without having the right to do so),

we may:

be entitled to retain as compensation some/all of any payments that you have made;

engage a debt collection agency to recover any sums owed to us;

sell to a debt collection agency any debt that you owe to us.

14. Other important terms

14.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for/under: (a) death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; (b) fraud or fraudulent misrepresentation; (c) defective products under the Consumer Protection Act 1987; and (d) mandatory laws applicable in the country you live in (i.e. which cannot be excluded from this contract), where we have directed our activities to that country.

14.2 This contract is between you and us. No other person has any rights to enforce any of its terms.

14.3 This contract is governed by English law.

14.4 You can bring claims against us in the English courts. Where you do not live England or Wales and:

the contract was for the sale of products and on instalment credit terms; and/or

we have directed our activities to the country in which you live,

you can also bring claims against us in the courts of the country you live in.

14.5 Where you do not live England or Wales and:

the contract was for the sale of products and on instalment credit terms; and/or

we have directed our activities to the country in which you live,

we will bring any claims against you in the courts of the country you live in. Otherwise, we can bring claims against you in the English courts or the courts of the country you live in.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Made With Love Bridal (Europe) Limited, 20 Frank Slater House, Green Lane, Ilford, IG3 9RS, 0772 769 6964, london@madewithlovebridal.com:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate