

TERMS AND CONDITIONS – FOR MEMBERS OF THE RETAIL BRIDALWEAR ASSOCIATION

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OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Fross Wedding Collections a company registered in England and Wales. Our company registration number is 09584090 and our registered office is Lynnem House, 1 Victoria Way, Burgess Hill, West Sussex, RH15 9NF. Our registered VAT number is 929 489 758.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01825763280 or 07718808878 or by writing to us at fross@weddingcollections.co.uk AND Fross Wedding Collections Ltd, 6/7 Bell Walk, Uckfield, East Sussex, TN22 5DQ
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when i) you have paid a deposit equal to 50% of the full purchase price of the products (inclusive of VAT) and ii) we tell you that we are able to provide you with the product, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product and refund any deposit taken. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified in your original order.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **Deposits.** Deposits are non-refundable unless we cannot accept or fulfil your order. The deposit cannot be transferred to another person or item.

4. PRODUCT DESCRIPTIONS AND MEASUREMENTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products in our brochure or on our website or in any other promotional materials are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure or on a sample swatch accurately reflects the colour of the products. Your product may vary slightly from those images/Samples.
- 4.2 **Making sure your measurements are accurate.** Once measurements and sizing have been taken for your order, we will not be held responsible for any weight loss/gain or any other changes in your measurements and sizing (for example due to pregnancy). If your measurements and sizing change it will be your responsibility to notify the seamstress you have chosen, in which case they will confirm if they are able to make further alterations and what the additional costs will be. We Advise all brides to try their dress within 14 days of delivery to store. We provide our customers with a selection of internal and external seamstresses for them to choose from. The contract will be between the seamstress and the consumer in all occasions.
- 4.3 **Timing.** We will measure each person for each order and advise on the size to be ordered. If the bride or bridesmaids are not happy with the sizing they must inform us at the time of order. We will not be responsible for any sizing discrepancies after this time. If a bride or bridesmaid defer being measured to a later date it will be the customer's responsibility to ensure that such measurements are taken in good time for the products to be ordered and delivered in time.
- 4.4 **Additional costs.** Orders for gowns, which are not of a standard length or measurement, may be subject to a surcharge, the amount of which may not be known at the point of order. The finished measurement of a "special length" dress can vary by 1" either way.

4.5 **Guidance.** Where we provide guidance in the choice of design, size, colour and measurements we do so without any liability. All dresses, unless stated otherwise are ceremonial dresses only, and are to be used for ceremonial purposes.

5. PROVIDING THE PRODUCTS

5.1 **Delivery costs.** The costs of delivery (if applicable) will be as told to you during the order process / set out in our current price list.

5.2 **When we will provide the products.** During the order process, we will let you know when we will provide the products to you. Unless a fixed date for delivery has been agreed in writing, we will deliver the Products within a 'reasonable amount of time', taking account of the complexities of any alterations to be made to the Product and the location the Product is being sourced from. By way of guidance only, Products that are not in stock typically take up to 6 months to arrive and can take longer during peak periods. If a bride orders late, her dress may not arrive until a few days before the wedding. Alterations can still be carried out within one day if necessary, regardless of complexities, this must be arranged in advance with your seamstress chosen by you.

5.3 **We are not responsible for delays outside our control.** If our delivery of the products is delayed by an event outside our control, then 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 there is a risk of substantial delay in that we cannot fulfil the contract by the date of your wedding, you may contact us to end the contract and receive a refund for any products you have paid for but not received.

5.4 **Collection by you.** If you have asked to collect the products from our premises, we will book an appropriate appointment for you.

5.5 **If you are not at home when the product is delivered.** (If applicable) If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from us.

5.6 **If you do not re-arrange delivery/ collection.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery (if applicable) or collect them from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite one failed attempt, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 8.2 will apply.

5.7 **When you become responsible for the product.** The product will be your responsibility from either the time we deliver the product to the address you gave us (if applicable) or you collect it from us.

5.8 **When you own the products.** You own the products once we have received payment in full.

5.9 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 10.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 10.8). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 10.4).

6. YOUR RIGHTS TO END THE CONTRACT

6.1 **Changing your mind.** Unless there is a fault with them, which in the case of bespoke items cannot be repaired, you will not be entitled to change your mind for products purchased from us 'in-store'. If you order from us online, over the telephone or from any location away from our shop premise you will be entitled to an exchange or refund, within 14 days of delivery of the products except for in relation to:

- (a) Ex-sample gowns; or
- (b) Bespoke goods (including bridal gowns made to measure or tailored to fit)
- (c) On Premise contracts
- (d) At time of purchase of an ex-sample gown, it is the retailer's responsibility to list all known faults with the dress after inspection with the consumer. Once the consumer is happy with the gown, they are not entitled to an exchange or refund of products purchased. This does not affect your statutory rights.

7. CANCELLATIONS

7.1 If you have a change of heart, or your wedding is cancelled for any reason whatsoever, the balance becomes payable immediately and all goods must be collected from us. Fross Weddings recommends you purchase wedding gown insurance to cover you should the worst happen.

8. OUR RIGHTS TO END THE CONTRACT

8.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due.
- (b) you do not, within 7 days of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within 7 days of the Products being ready, allow us to deliver the products to you (if applicable) or collect them from us.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will not refund any deposit you have paid for the products. You will still be responsible for any outstanding balance on the order.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01825763280 or 07718808878 or write to us at Fross Wedding Collections Ltd, 6/7 Bell Walk, Uckfield, East Sussex, TN22 5DQ or via email fross@weddingcollections.co.uk. Alternatively, please speak to one of our staff in-store.

10. PRICE AND PAYMENT

10.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be set out on the order form. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the product you order.

10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery costs if applicable) in full before the change in the rate of VAT takes effect.

10.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

10.4 **When you must pay and how you must pay.** The balance of the price for the products must be paid before collection or delivery of the products and in any event within 7 days of notification that the products are ready. We accept payment by cash or credit/debit card, Baccs but do not accept payment by cheque or AMEX. In the event you fail to pay, you will remain liable for the outstanding balance owed and we reserve the right to seek recovery of this sum from you, alongside interest and costs.

10.5 **Storage costs (If Applicable).** We will store each dress for £50.00 up to 24 hours before the customers wedding date (as advised on the order form).

10.6 **Additional costs.** We shall charge additional costs where we are asked to provide products before the usual delivery time or where we are asked to work outside of normal business hours, in which case we will notify you in advance.

10.7 **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of HSBC bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 11.2 **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 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, including the right to receive goods which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us.
- 11.3 **Liability during storage of products.** In the unlikely event that customers paid for products are lost or damaged, due to fire, flood or theft, whilst on our premises we shall only be responsible for reimbursing the retail costs of such products.
- 11.4 **Third party services.** We shall not be responsible for any services provided by a third party, whether or not such third party was recommended by us.
- 11.5 **Shoes.** Whilst we can organise for shoes to be dyed we cannot guarantee that they will exactly match a colour swatch.
- 11.6 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 12.1 **How we will use your personal information.** Please take the time to review and ensure you have understood our Privacy Policy. This will explain how we obtain, use and retain your data and your rights under the relevant legislation.
- 13. OTHER IMPORTANT TERMS**
- 13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 13.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment later.
- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 13.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to **Retail ADR** via their website at www.retailadr.org.uk or by telephone: 0203 540 8063. Retail ADR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.