

# LAM Design

## Terms and Conditions of Business for mail order

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**LAM Design** is the trading name of Lucy Anne Moore and is a small sole trader business, formed in 1997, located in Shropshire, England (UK) that offers a very personal and highly skilled couture dressmaking services to customers.

We design and make to order, made-to-measure, uniquely designed, bridal, evening and day wear and other garments for ladies and children including dresses, suits, capes, cloaks, coats and waistcoats.

We also make capes, cloaks, coats, waistcoats and ties for men.

1. LAM Design provides a couture service making custom garments to your instructions. You are contracting with us for our services.
2. The initial consultation (conducted over the phone, by email, post, and online) is free of charge and there is no obligation on you to commission any work.
3. Commissioning work:
  - a. No work will commence on any item until we receive from you a signed copy of this document (or electronic confirmation of acceptance of these Terms and Conditions using the provided online form) together with the requested (full or deposit) payment.
  - b. Payment will confirm your acceptance of these Terms and Conditions.
  - c. For our mail order service, we usually request payment in full in advance but in some cases, at our discretion, we may request only a deposit (particularly with established customers).
4. Quotations:
  - a. Information made available to us at the time of quotation is the sole basis for the creation of the quotations and the quotations are subject to change if there are any errors or omissions in this information.
  - b. Later changes to your instructions may require extra work and so incur additional charges.
  - c. Our quotations are valid for 30 days from date of issue unless otherwise noted.
  - d. Quotations include carriage cost of final despatch of completed garments to you unless otherwise stated.
  - e. We conduct business in sterling only.
  - f. We are not VAT registered and do not charge VAT.
  - g. We will not be liable for any import tax incurred at port of entry and/or by Customs. (Quotations do not include any of these costs.)
5. Deadlines:
  - a. We will endeavour to meet deadlines if you tell us about them at the initial consultation and you co-operate fully in terms of making decisions quickly and making yourself available for fittings.
  - b. We shall not be liable for any default due to any act of God or other event beyond our reasonable control.
  - c. Acceptance of urgent work is at our discretion, and we will do it on a best endeavours basis and the work will attract a premium charge.
6. Measurements:
  - a. We will require you to provide detailed and accurate measurements for any close fitting garments; we will provide you with a form to complete and guidance on this. You will need help to take the measurements. You cannot do it on your own. Please take extra care to ensure accuracy as we tailor

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garments for each customer and we will not accept returns because of incorrect measurements supplied by customers.

- b. Where a weight loss plan, pregnancy or illness/recovery is a factor, please let us know so that we may plan your garment(s) appropriately.
  - c. We cannot guarantee a perfect fit of mail order garments. (We urge you to visit us to be measured and for fittings if at all possible.)
7. Fittings by mail:
- a. For the more complex garments, we will agree with you whether or not fittings by mail will be required. This is unlikely to be necessary for cloaks, coats or waistcoats.
  - b. We will provide guidance on fitting.
  - c. You will need someone to assist you. If they are able to pin garments this will be especially helpful.
  - d. It will be beneficial if you are able to provide photographs (printed or digital) showing the fit. (This is required if the garment is not pinned.)
  - e. The costs of carriage for fittings is not included in the price quotation and you will be asked to pay this in addition to the other costs.
  - f. We do not offer a fittings by mail service to customers outside of the UK.
8. Patterns & materials:
- a. Where you supply patterns or materials, it is your responsibility to ensure that they are fit for the intended purpose. We reserve the right to refuse to work with unsuitable materials.
  - b. Patterns provided by you should correspond to actual measurements, not ready to wear sizes. If you supply the wrong pattern size, extra costs may apply to cover redrafting the pattern or purchasing the correct sized pattern.
  - c. We advise buying the quantity of fabric specified on the pattern. If you would like us to do so, we will return any large pieces of excess material to you with your completed garment(s). (There may be additional carriage charges for this the costs for which we will pass on to you.)
9. Despatch or collection & payment:
- a. Please respond to a request for fitting or collection within two weeks; we will start to charge you for storage at £3 per week after two weeks.
  - b. Payment in full is required before the garment(s) may be collected or despatched.
  - c. Part payment may be required at fitting stage if an order is exceptionally large, there is to be deferred completion or we have difficulty contacting you for a fitting.
  - d. For large orders, we may ask for payment by instalments. We will require the final instalment before collection or despatch of the garment(s).
  - e. Payment is accepted by any one or combination of the following means:
    - i. Cash (we do not recommend sending cash by post);
    - ii. Cheque with guarantee card;
    - iii. Online by credit card or debit card, PayPal or Nochex.
  - f. We despatch all garments by Royal Mail Special Delivery.
  - g. We will not accept liability for any loss or damage arising from any act of war, riot, act of God, civil disorder, military or usurped power by government/sovereign direction or legislation, fire, flood, accident, industrial action, weather or any other matter beyond our control.
  - h. We will not accept liability for late arrival of goods, which can be attributed to the carrier. Although we will make every effort to deliver within 30 days or any other quoted delivery date, such dates do not amount to contract and we will not be liable to the customer for any loss whether consequential or incidental if delivery of goods is delayed for whatever reason.

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10. You should ensure that you are happy that the garment(s) are as ordered at the time of collection or delivery.
  - a. Goods are not supplied on a trial basis, so please be sure that you order the correct item(s) and confirm suitability before ordering. Material, style and colour choices are very personal.
  - b. Unless you notify us within 3 days of collection or delivery of any alleged defect or failure to comply with instructions, it shall be conclusively deemed that the garments have been made in accordance with your instructions, are free from any defect and that you have accepted them.
  - c. Before you return your item(s), you must first contact us for a return authorization.
  - d. If your garment has a defect or if we have failed to comply with your instructions and you return it to us in it's original packaging and in same new condition as shipped, we will replace the item at no extra charge or refund you the cost of the product.
  - e. We are not responsible for the carriage fees of any item where the item is not defective. We will be happy to refund the cost of carriage paid on returns if the return is a result of an error on our part.
  - f. We cannot accept returns on any items made to a customer's specific personalized size requirements, embroidered items or special order garments.
  - g. Allow 30 days for any refunds.
  - h. We will endeavour to make good faults or replace items within three months of return of goods. We reserve the right to decline to provide replacement or repaired items to you and instead refund any monies you have paid to us.
11. All other warranties, whether express or implied, by statute or otherwise are excluded to the fullest extent permitted by law
12. In the event of any breach of contract, your remedies shall be limited to damages and under no circumstances shall our liability exceed the price of the garment(s) made by us and, if not included in the price, the cost of the materials (excluding delivery charges).
13. Such Contract between us shall be treated as though it were executed and performed in the United Kingdom and shall be governed by and construed in accordance with the laws of the United Kingdom. Any cause of action of the Customer with respect to the website or services ordered from LAM Design must be instituted within six (6) months after any purchase or be forever waived and barred. All actions shall be subject to the limitations set forth in the terms and conditions as provided in this document. The language used herein shall be interpreted as to its fair meaning and not strictly for or against any party. All legal proceedings arising out of or in connection with this Contract shall be brought solely in the United Kingdom and the Customer expressly submits to the jurisdiction of said courts and the Customer consents to extra-territorial service of process. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the website or LAM Design is in conflict or inconsistent with this Contract, this Contract shall take precedence. Failure of LAM Design to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision. Nothing in this contract should be deemed to remove any of your statutory rights as a consumer.

Customer name: \_\_\_\_\_

Customer signature: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_\_