

# LAM Design



The Blue House  
Chetwynd Road  
NEWPORT  
Shropshire  
TF10 7JZ

Tel: 01952 825434

[enquiries@lamdesign.co.uk](mailto:enquiries@lamdesign.co.uk)  
[www.lamdesign.co.uk](http://www.lamdesign.co.uk)

**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.

## Terms and Conditions of Business for personal service

Version 2.1 issued 26<sup>th</sup> February 2004

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 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 together with the requested deposit payment.
  - b. Payment of the deposit will confirm your acceptance of these Terms and Conditions.
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.
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 take a complete set of measurements at the time of order and we will make the garment(s) according to them.
  - 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.
7. Appointments:
  - a. We see client by appointment only.
  - b. Please bring appropriate underwear/shoes to fitting appointments. The fitting may not proceed otherwise, resulting in extra charges.
  - c. Appointments last up to an hour from the appointment time. Longer appointments may apply for the fitting of multiple garment orders. Most fittings take under 30 minutes.
  - d. Please telephone in advance to cancel appointments; missed or late appointments may incur extra charges.
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

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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).
9. Fitting, 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;
    - ii. Cheque with guarantee card;
    - iii. Online by credit card, PayPal or Nochex.
10. You should ensure that you are happy that the garment(s) are as ordered at the time of collection or delivery. 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.
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: \_\_\_ / \_\_\_ / \_\_\_\_