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**MADE WITH LOVE BRIDAL (EUROPE) LIMITED**

**TERMS AND CONDITIONS FOR THE SALE OF BESPOKE AND OFF-THE-SHELF GOODS**

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## **1. Information about us and our contact details**

- 1.1** 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 97 Rochdale Road, London, SE2 0XA. Our registered VAT number is GB272877952.
- 1.2** You can contact us by writing to us at [london@madewithlovebridal.com](mailto:london@madewithlovebridal.com).

## **2. Our contract with you**

**2.1** We sell two types of products:

- (a)** those that are made to your specifications and your specific measurements. In these terms, we refer to these as 'bespoke products'; and
- (b)** those that are standard or off-the-shelf. These are only sold in-person at our showroom and will typically be samples that we no longer require. In these terms, we refer to these as 'standard products'.

Your rights and which of these terms and conditions apply will differ depending on whether you are purchasing bespoke products or standard products.

**2.2** You may place an order for bespoke products via our on-line. Our acceptance of your order for bespoke products will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we are unable to accept your order for bespoke products, we will inform you of this in writing and will not charge you for them.

**2.3** Where you purchase standard products at the same time as placing an order for bespoke products, there will be two separate contracts – one for the bespoke products and another for the standard products. Contracts for:

- (a)** standard products will be completed when you have made payment;
- (b)** bespoke products will be completed when the products are paid for and delivered.

## **3. Our bespoke products**

**3.1** The images of goods on our website and in our brochures 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 and/or a picture in our brochure accurately reflects the colour of the goods. In other words, your bespoke products may vary slightly from those images.

Furthermore, 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.

**3.2** Every run of material will vary very slightly. Therefore, materials used for your bespoke products may differ in insignificant ways from that of goods that you saw in our showroom.

**3.3** Where we are making a bespoke product using measurements that:

- (a)** you have given us, you are responsible for ensuring that those measurements are correct; or
- (b)** we have taken, we are responsible for ensuring that those measurements are correct.

However, it is our responsibility to produce bespoke products to your chosen measurements, as set out in the order form and which may be different to measurements that (as applicable) you gave us or that we took. 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 measurements is yours.

**3.4** Bespoke products will frequently need alterations in order to achieve the very best look and fit. (In particular, this may include adding any desired bust support/cups and/or reducing the length.) While we will provide bespoke products in accordance with the measurements and/or dimensions set out in the order form, the contract between us does not include making any of these alterations. However, we will provide a list of bridal seamstresses and alteration companies on request.

**3.5** In the event that you use someone else to make alterations to your products, we are not responsible for any loss or damage caused by that person. This includes where you use any seamstress or alteration company suggested by us.

## **4. Delivery of bespoke products**

**4.1** You must notify us if you would like us to deliver the bespoke products to an address different to the one you originally gave us (e.g. if you move house).

**4.2** We will deliver the bespoke products, to the address that you have specified, by the date specified in the order form.

- 4.3** If no one is available at your address to take delivery and the bespoke products cannot be posted through your letterbox, we (or our carrier) will liaise with you to arrange redelivery or collection of the products.
- 4.4** You must provide us and our couriers with reasonable assistance in relation to the delivery (or redelivery/collection) of the products. This includes, for example:
- (a)** providing us with any information we may need to locate your home or workplace; and
  - (b)** collecting the products (where applicable).
- 4.5** If our supply of the bespoke products 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. However, if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any bespoke products for which you have paid for but not received.

## **5. Price and payment**

- 5.1** The price of the products and any delivery costs (both of which include VAT, where applicable) will be the price and the delivery costs as set out in the order form.
- 5.2** We take payments via our payment processor for: (a) bespoke products, at the time you place your order; and (b) standard products, at the time of purchase.

## **6. Responsibility and ownership of products**

- 6.1** Bespoke products will be your responsibility from the time when (as applicable) we deliver the bespoke products to the address that you gave us or you collect them from our carrier's depot.
- 6.2** Standard products will be your responsibility from the time when you have made payment for them.
- 6.3** You own products once we have received payment for them in full.

## **7. Cooling-off period for bespoke products**

- 7.1** In respect of orders for bespoke products, there is no statutory cooling-off period (i.e. where you have a right to cancel the contract simply because you have changed your mind). In the case of orders placed over the phone, this is because there is an exception under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 where goods are made to the consumer's specifications or are clearly personalised, as in the case of our bespoke products.
- 7.2** However, we do offer a 24-hour cooling-off period for bespoke products. If you change your mind and want to cancel a contract for bespoke products, you may do this within 24 hours of our email accepting your order. To exercise this right, you must contact us by writing to us at [london@madewithlovebridal.com](mailto:london@madewithlovebridal.com).

## **8. Your rights, rejections and refunds**

- 8.1** We are under a legal duty to supply goods that are in conformity with this contract. You also have other legal rights in relation to the contract and the products and nothing in these terms affects your legal rights.
- 8.2** Where you exercise a right to end the contract or you exercise a legal right to reject any products and where you are in possession of the products (or subsequently receive them from our carrier), you must either:
- (a)** return the products to our showroom at Unit 01, Kala Studios, The Biscuit Factory, 100 Drummond Road, London, SE16 4DG; or
  - (b)** post the products back to us. We will pay the costs of postage. Please write to us at [london@madewithlovebridal.com](mailto:london@madewithlovebridal.com) for a return label.

## **9. Our right to end a contract for bespoke products**

We may end the contract for bespoke products at any time by writing to you if you do not (within a reasonable time) allow us to deliver the products to you or collect them from our carrier's depot (as applicable).

## **10. Other important terms**

- 10.1** 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: (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of your legal rights in relation to the products; and (d) defective products under the Consumer Protection Act 1987.
- 10.2** This contract is between you and us. No other person has any rights to enforce any of its terms.