



TERMS & CONDITIONS

The business of **Neil and Rosemary Coles trading as 'Zips & Hems'** (the Service Provider), carries out a wide variety of alterations, customisations and repairs to both garments and soft furnishings (The Goods) on the following terms which can only be varied in writing by an authorised representative of Zips & Hems.

1. THE SERVICE PROVIDER'S OBLIGATIONS

- 1.1 The Service Provider will provide its services with reasonable care and skill. In the absence of prior written instructions to the Service Provider giving sufficient detail no particular precautions nor any special treatment need to be taken or provided for The Goods.
- 1.2 The Service Provider's duty is to the Customer only and not to any third party. Any advice given is for the Customer only.
- 1.3 Unless it states otherwise in writing where the Service Provider provides additional services (e.g. dry cleaning) it operates as the Customer's agent in engaging other contractors to deal with The Goods.

2. CUSTOMER'S UNDERTAKINGS

Please note the following conditions before placing an order:

- 2.1 Shrinkage – if the garment you require altering is new, we advise you to follow the care instructions on the garment (cotton, wool or linen) and we recommend you wash them for shrinkage before any alterations are carried out.
- 2.2 Clean or washed – please ensure that garments are either freshly laundered or dry cleaned before they are presented for repair or alteration.
- 2.3 Pinning & Measurement – We offer a free pinning service which will be carried out by a trained member of our team. We do not accept responsibility for errors where pinning or measuring has not been undertaken by a member of staff.
- 2.4 Cutting & Sewing – alterations will be carried out using methods of cutting and sewing as per our technical standards unless and otherwise stated by the customer in writing.
- 2.5 Dry Cleaning – all items requiring dry cleaning must have labels attached detailing the material composition of the garment and cleaning instructions.
- 2.6 Bridal, Prom and Formal Wear – ***please note the special terms & conditions that apply as below:***
 - 2.6.1 We strongly advise that when having garments altered, particularly wedding and formal wear, that the lingerie and shoes that are to be worn with the garment are worn during fitting.
 - 2.6.2 Quotes are based on information available at the time the quotation is provided. Changes may occur after the quote is given and may require extra work and therefore incur extra costs.
 - 2.6.3 Deadlines can only be guaranteed if they are agreed at the initial consultation and the Customer gives full cooperation in meeting these deadlines.
 - 2.6.4 The Service Provider's limit of liability will be as set out in condition 4.5 unless agreed and varied in writing by the Service Provider.
 - 2.6.5 The Service Provider must be informed if there is any possibility of weight loss, gain, or pregnancy which can substantially affect the fit so needs to be scheduled accordingly. This may result in additional costs.
 - 2.6.6 The method of finishing will be as far as possible similar to the those used on the original garment but where this is not possible the decision on methods used is that of the Service Provider.
 - 2.6.7 Small remnants or pieces of fabric will be disposed of once the work is completed unless agreed otherwise with the Customer at the outset.

3. PRICING AND PAYMENT

- 3.1 All prices on our marketing material and websites are indicative prices and although accurate at the time of publication they are subject to change.
- 3.2 Each order will be priced individually by the Sales Assistant or Manager of the Service Provider.
- 3.3 Payment is required in full prior to any work being started unless varied in writing by the Manager.
- 3.4 Where the order is very complex you may be given an estimate based on the number of hours required to complete the order, this estimate can be subject to change without prior notification although the Service Provider will endeavour to keep you informed of any changes.
- 3.5 If you are not satisfied with the price quoted, you must discuss it with the Sales Assistant or Manager prior to any work being started. We do not retrospectively negotiate our prices once the work has been started and/or completed.
- 3.6 We accept payment by credit/debit card or in cash. We currently accept Visa, Mastercard, and American Express. All transactions are shown in pounds sterling (£) and if appropriate are inclusive of VAT at the current rate.

4. INSURANCE AND THE SERVICE PROVIDER'S LIABILITY FOR LOSS

- 4.1 Except as provided in Condition 6.5, the Service Provider does not insure The Goods and the Customer shall self-insure or make arrangements to cover The Goods against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against the Service Provider being excluded.
- 4.2 Subject to Condition 6.5, the Service Provider excludes all liability for Loss however arising.
- 4.3 If and to the extent that Loss is directly caused by negligence or wilful act or default of the Service Provider, its employees (acting in furtherance of their duties as employees) or sub-contractors or agents (acting in furtherance of their duties as subcontractors or agents) and subject to Conditions 4.4, 4.7 and 4.8, the Service Provider will accept liability for Loss assessed on normal legal principles but not exceeding the Limit fixed by Condition 4.5. Any quantification of value includes duties and taxes.
- 4.4 In no case shall the Service Provider be liable for any lost profit, income or savings, wasted expenditure, or indirect or consequential loss.
- 4.5 In no case shall any liability of the Service Provider (including inter alia any liability in respect of duties and taxes) exceed **£500 per item**.
- 4.6 Without prejudice to the Service Provider's rights under Condition 3 all charges are to be paid free from any deduction or set-off. Any limitation of liability on the part of the Service Provider shall be applied to any claim by the Customer before any set off or counterclaim is asserted against money due to the Service Provider.
- 4.7 The Service Provider shall not be liable for any claim unless:
it has received written notice of it within 10 days of the event giving rise to the claim coming to the knowledge of the Customer; and it has received within 21 days of the event giving rise to the claim coming to the knowledge of the Customer sufficient detail in writing to enable investigation.
- 4.8 No legal proceedings (including any counterclaim) may be brought against the Service Provider unless they are issued and served within 9 months of the event giving rise to the claim.
- 4.9 The Service Provider shall not be liable for any loss to the extent that it is caused or contributed to by a breach of any of the Customer's Undertakings in Condition 2, or by any of the circumstances by virtue of which the Service Provider is relieved of its obligations under Condition 9.

5. COLLECTION OF GOODS

- 5.1 When placing your order, you will be advised of your collection date/time, please be advised this is an estimate and subject to change without prior notification.
- 5.2 Unclaimed Goods will be given to charity if not collected within 90 days of the due date and time on your Receipt of Purchase ticket.

6. CLAIMS

- 6.1 We advise that all work is examined before you leave the premises.
- 6.2 In the unlikely event that you are not completely satisfied with the work carried out you must notify us by returning the item to us within 48 hours of collection and discussing the claim with the Sales Assistant or Manager.
- 6.3 Where you are clearly at fault we will endeavour to repair and/or alter the item to your satisfaction at your cost.
- 6.4 Where we are clearly at fault we will endeavour to repair and/or alter the item to your satisfaction at our cost.
- 6.5 Where we are clearly at fault and a repair and/or alteration is no longer possible we will provide credit or cash compensation up to a maximum value as set out in condition 4.5.

7. RIGHT TO REFUSE

- 7.1 We reserve the right to refuse service to any customer for reasons including but not limited to circumstances of actual or implied physical or verbal abuse towards our business or our employees.

8. YOUR RIGHT TO CANCEL

- 8.1 You may normally cancel your order (once accepted by us) for any reason up to the point of the alteration or repair being carried out. If you do cancel the order within this time any payments made by you will be refunded in full within 30 days.

9. FORCE MAJEURE

- 9.1 The Service Provider shall be relieved of its obligations to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Customer or its agent (including any breach by the Customer of these Conditions) or by storm, flood, fire, explosion, civil disturbance, governmental or quasi-governmental action, breakdown or unavailability of premises, equipment or labour, or other cause beyond the reasonable control of the Service Provider.

10. STATUTORY RIGHTS

- 10.1 These terms and conditions do not affect your statutory rights as a consumer.

11. GOVERNING LAW

- 11.1 All contracts between the Service Provider and the Customer and any claims relating to the Goods shall be governed by the Law of England and disputes dealt with exclusively by the English courts.

12. CHANGES TO TERMS AND CONDITIONS

- 12.1 We reserve the right to make changes to our terms and conditions at any time without prior notice.

13. GENERAL

- 13.1 Each exclusion or limitation in these Conditions exists separately and cumulatively.
- 13.2 The Receipt of Purchase ticket is evidence that The Goods have been received in apparently good order save as noted.
- 13.3 Any notice shall be duly given if left at or sent by first class prepaid post to the last known address of the other party or by facsimile to the last notified number evidenced by a successful transmission record, or by email to the last address notified for the purpose of service; and shall if posted be deemed to have been given 2 working days after posting, and if by facsimile or email, one working day after sending.