

TERMS AND CONDITIONS OF WEDDING DRESS MANUFACTURING/SALE/HIRE

Please note that we only deal with the BRIDE / EVENING DRESS CLIENT/ ONE PARENT IN CASE OF MINORS (The Client) for purposes of this agreement and all legal matters pertaining thereto.

This is an agreement between Lubellos® and the Customer:

ID (please attach copy):

Cell number:

Email:

Dress

Invoice Number

Wedding or Function date:

I CONFIRM I AM BUYING/ HIRING THE DRESS, and if HIRING I WILL RETURN THE DRESS on _____

Please note the delivery obligation date is one day before the abovementioned date. We will absolutely aim to supply dresses on agreed fitting dates as listed below – however we have the right to postpone dates due to unforeseen business requirements and employee availability.

Wedding or Function venue:

Postal address:

Physical Address: Domicilium address for Customer where notices and legal documents can be delivered. Not a postal address):

I.APPOINTMENTS & FITTINGS:

- 1.1 To ensure a personalised service, **ALL** dress customers will only be seen by pre-arranged appointment. No appointment is however necessary to view wedding accessories in stock.
- 1.2 All appointments (including repeat fittings) to view/fit Wedding Dresses will be charged at the Lubellos’ hourly rate, as amended from time to time and will last for a maximum time of one hour. Should a customer fit a shortlist of dresses from a first fitting, the prevailing fitting fee will be charged if the dress is not secured on the fitting. If secured thereafter, only one additional fitting from

the second fitting forward to secure a dress will be credited to your dress price.

- 1.3 No fees are charged for Bridesmaid dress fittings – however an appointment is still necessary to secure a fitting room for your bridal party.
- 1.4 Lubellos® sell and rent most of our Wedding Dresses to customers. However, due to the design and/or specified fabrics used and at Lubellos® sole discretion, certain dresses are not available for rent;
- 1.5 An additional cleaning fee as per Lubellos Standard price list will be payable on all items hired, NO DRESS RENTED MAY UNDER ANY CIRCUMSTANCES BE CLEANED, WASHED OR DRY CLEANED BY THE CUSTOMER, AS THIS MAY CAUSE DAMAGE TO THE DRESS.
- 1.6 Once a booking is made for a Dress, 3 (THREE) 1 (ONE) hour WEEKDAY fittings between 09h30 and 16h30 will be included in the price of the dress consisting of the “Playdate”, First Alterations Fitting and Final Fitting and Collection of the dress. Any additional fittings will be charged in accordance with Lubellos Standard Price List.
- 1.7 **Additional fittings: Any additional fittings requested by the Customer in addition to fittings above will be charged for at the prevailing hourly rate. Additional fittings may be required by Lubellos® to save the client fees on alterations or when a certain dress requires a stepwise approach to alterations – not fees will be charged for these fittings.**
- 1.8 All fittings referred to in 1.5 must be on WEEKDAYS and within between 09h30 and 16h30. This is not negotiable. Should a client be late more than 10 minutes, especially for late afternoon fittings, Lubellos® may reschedule the appointment to ensure we offer a focused, service, minimise mistakes on alterations and allow staff using public transport to get home in reasonable time to spend time to fetch schools from after school care and time with their families. Please discuss with Lubellos® should you have any questions on this matter.
- 1.9 A collection date must be provided by the Purchaser/Lessee (hereinafter “the client”) within two weeks of completion of the order.
- 1.10 Dresses not collected within 14 calendar day from the original date agreed for collection (calculated from the date after the collection date) will be sold by Lubellos to cover Lubellos’ expenses. The client will have no claim against Lubellos® whatsoever in this regard should the 14 calendar days expire and Lubellos® sell the dress.
- 1.9 All dresses bought (not hired) may be altered by the client’s supplier of choice. Dresses hired **must** be altered by Lubellos®. Your choice must be communicated to Lubellos® on purchase of the dress. Dresses bought and paid in full must be collected on purchase as it will not be covered by the company insurance any longer.
- 1.10 Although Lubellos® takes care to provide you with a clean and steamed dress, your attention is drawn to the fact that a Dress may crease in transit and that you should arrange for a steamer to ensure a crease free dress on the wedding day.

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- 1.11 A collection date must be provided by the Purchaser/Lessee (hereinafter "the client") within two weeks of completion of the order.
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- 1.13 Lubellos® is committed to customer service and strive towards perfection through the products we supply. We therefore employ ONLY highly qualified and experienced staff. The owner works most of all retail hours in the studio and we offer a personalised service, however -we request that you understand if she is not available from time to time due to personal or other business related responsibilities. Our staff will attend to your fittings in a professional and educated manner. We request that you treat them with the same amount of respect that you would treat the owner.

II.SECURING YOUR DRESS

WEDDING DRESSES:

- 2.1 A deposit equal to 50% (**FIFTY PERCENT**) of the total purchase price and/or rental price is payable to either buy, rent or have a Lubellos® design replicated. The agreement is only secured (dress set aside/fabric purchased) by PAYMENT and the receipt of the SIGNED TERMS AND CONDITIONS agreement.
- 2.2 **The parties agree that due to the nature of the Services rendered by Lubellos®, Lubellos would be entitled to keep 50% (FIFTY PERCENT) of the total purchase price and/or rental price as liquidated damages in the event of cancellation of any order by the Customer. In the event where the damages suffered by Lubellos exceed the liquidated amount Lubellos would also be entitled to recover the amount of damages that exceed the liquidated amount from the Customer;**
- 2.3 The remainder of the purchase price shall be payable in full within 6 (**SIX**) months from the date of reserving a dress, irrespective of wedding or function date. A dress will only be released on receipt of full payment of the dress, alterations, cleaning fees and additional accessories. Proof of purchase alone will not be accepted; the funds must be cleared. Payment with a debit, credit card or cash will be regarded as full payment.

DRESSES CUSTOM MADE

- 2.4 The cost of a custom-made dress is payable in full when the order therefore is placed by the client.
- 2.5 Lubellos® will supply a finished garment based on our standard pattern.
- 2.6 **PLEASE NOTE: WE DO NOT GUARANTEE A PERFECT FIT DESPITE TAKING YOUR MEASUREMENTS AS WE USE A STANDARD PATTERN.**
- 2.7 The parties agree that there will arise no claim against Lubellos® of any nature whatsoever for dresses that does not fit properly or satisfy the clients personal taste due to Lubellos® use of a standard pattern. The client agrees that she will not be entitled to a refund under these circumstances.
- 2.8 The client can choose to make use of our services to effect alterations to the dress, alternatively the client can make use of the services of her own service provider. **Therefore, an alteration agreement is a separate agreement to this agreement.**

- 2.9 Lubellos® will only start to effect alterations to a dress once the cost of the dress has been paid in full. The costs for any alteration must be paid in full prior to collection of the dress.
- 2.10 Should the manufacturing time of a dress requested to be less than 30 days; the order will be regarded as a rush order and an additional fee of R 350.00 per dress (not per order) will be applicable.
- 2.11 No changes to dress patterns will be allowed. Additional standard sleeves will be allowed – if it does not require a pattern change.
- 2.12 The client acknowledge that size may have an influence on how the dress appears on a person e.g. a size 24 dress may look different on an individual than a size 8 on a mannequin.
- 2.13 **Colours of fabrics and lace motifs are subject to availability thereof.** The client acknowledges that should the specific colour or lace motif of fabric not be available in Pretoria or other Gauteng suppliers where we regularly buy fabrics, the parties agree that the client must choose another fabric Lubellos® with the fabric suitable to use to manufacture the chosen design out of.

Costs in addition to the purchase price of the dress that may arise would be for alterations, dress cleaning, petticoat hire/buying or buying of accessories added to the dress.

III.ALTERATIONS:

- 3.1 Alterations are an additional separate service and the costs thereof are not included in the price of the dress.
- 3.2 General alterations charged for includes: Hemn, any additions to the original pattern, side seams, shoulder seams. Additional alterations would include for example Changes needed by indication of the client, changes to the dress pattern to secure a perfect dress, additions to the dress.
- 3.3 The parties agree that there will arise no claim against Lubellos® of any nature whatsoever for dresses that does not satisfy personal expectations due to the Lubellos® use of a standard pattern. The Customer agrees that she will not be entitled to a refund under these circumstances.
- 3.4 **PREGNANT LADIES:** Please note that we do not take responsibility for any body shape changes of pregnant ladies. Additional alterations due to body changes will be charged at the normal rate per hour.
- 3.5 Alteration appointments will only be allowed Mondays to Friday's from 09h30 to16H30.
- 3.6 In the instances where you choose Lubellos® to alter your dress – please kindly give us the opportunity we need to alter the dress to perfection. Please do not bring your quasi designer friends with, who feel they could have done a better job making the dress – as with all forms of art – every designer follows a different approach to creating the perfect result. We kindly request that you will trust us and respect that we are personally involved in your journey and that our main aim is to supply perfection.

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- 3.7 Lubellos® may, in its sole discretion, allow a Customer to have minimal alterations done by Lubellos®, to a dress that is rented to the Customer. No major alterations such as changes to the neckline or train of a dress will be allowed on hired dresses; no alterations may be done to hired dresses by the Customer or any other person other than Lubellos®. If the customer buys a dress, Lubellos® offers the service of altering the dress at the Customer's request (if practically possible) and to the Customer's specifications - alterations will be charged at the prevailing Lubellos® hourly rate.
- 3.8 Alterations and the cost thereof will be agreed on at the First Fitting and any alterations required thereafter is subject to an extra alteration fee and if time permits it to still be done before the wedding day, based on our hourly rate agreed initially.
- 3.9 *ON ALL DRESSES MANUFACTURED -WE DO NOT GUARANTEE AN INITIAL PERFECT FIT DESPITE HAVING YOUR MEASUREMENTS TAKEN AS WE USE A STANDARD PATTERN AND USE YOUR MEASUREMENTS TO CREATE THE BEST POSSIBLE FIT WITHOUT CHANGING THE PATTERN – irrespective if it suits your body type or not. Acceptable seam allowances will allow us to alter the dress to fit on your body type. Please note the DRESS does not change your body type – it may only compliment your body type.*

IV.DAMAGE, LOSS AND/OR DESTRUCTION:

Should any damage occur to a Dress that is rented, Lubellos® will charge a reasonable fee to do the necessary repair and/or replacement of the dress to make it fit for restocking. Due to the nature of the goods in question, being wedding dresses, sometimes minor damage may necessitate that the dress be replaced entirely i.e. bought at the difference between the initial quoted buying price and hiring price.

All dresses hired should be returned within 3 working days from your wedding date.

V.DESIGNS AND INTELLECTUAL PROPERTY:

All intellectual property and/or blacklisting to recover losses designs of the Dresses remain the property of Lubellos. No Dress may be copied, reproduced or replicated and the Customer will not allow and/or participate in and/or commission any such work.

VI.CANCELLATION POLICY:

WEDDING DRESSES:

- 6.1 Lubellos® reserves the right to cancel this Agreement with 5 (FIVE) days' notice to the Customer in the event the Customer is in breach of a provision of this Agreement.
- 6.2 Cancellation by the Customer will be subject to the following cancellation fees:
- 6.2.1 **After 14 days** from payment of deposit cooling off period – 25% cancellation fee of the quoted amount will apply plus costs for time and labour (including additional fitting time) in accordance with the Lubellos Standard Price List
- 6.2.2 On payment of the deposit and signature of this document the dress is immediately set aside and replaced, also no longer promoted or displayed to other brides, as we keep the dress exclusively for the bride who offers to buy / hire it - **therefore after 30 days** from payment of deposit – 50% cancellation fee of the quoted amount of the Purchase Price will apply; plus costs for time and labour (including additional fitting time) in accordance with the Lubellos Standard Price List

6.2.3 **After 60 days** from payment of the deposit – 100% is payable on cancellation. The bride must pay the Dress in full plus costs for time and labour (including additional fitting time) in accordance with the Lubellos Standard Price List; and monies will be due immediately on cancellation and in the instance where the Dress was purchased she can collect the dress within 7 days from cancellation – or as arranged with Lubellos®;

6.3 In case of cancellation any fees paid will be used as a credit towards another Dress (only a Dress in the instance where the wedding continues) for up to 60 days after the date of cancellation. Thereafter the credit will be completely forfeited to cover for losses incurred;

6.4 **If the wedding date is postponed for a period more than 6 months from the original given wedding date, the Dress must be purchased at the given quoted amount and collected immediately at the full quoted purchase price. We will be happy to alter the dress when your wedding does occur in the future. For dresses, hired, should the client not be able to purchase the**

VII.COURTESY CLAUSE:

We acknowledge that the following courtesies were noticed above and agreed to below:

- 7.1 No meetings or fittings will be scheduled over weekends as weekends are reserved for weddings and new clients;
- 7.2 You will adhere to the fitting guidelines above irrespective of changes in your personal life;
- 7.3 You will adhere to business hours and respect the fact that to retain the best possible manufacturing staff possible, the owner of Lubellos® needs to respect her staffs' personal lives and working agreements; Should you be late for a fitting, please call the studio and postpone the fitting as we can use the time to accommodate other clients, walk in clients or attend to our other duties.
- 7.4 I will only correspond with my coordinator within office hours where possible: Monday – Friday, 09H00 – 17H00;
- 7.5 SMS, Facebook or WhatsApp messages will not be acknowledged as correspondence and instructions with regards to my wedding, dress colours and/or appointments;
- 7.6 Communication will ONLY be with the Customer. **NO third parties** eg. mothers, mothers in law, husbands, bridesmaids etc. We prefer to communicate with the primary customer to prevent misunderstandings and simplify of our task.
- 7.7 With the exception to hiring dresses, you have a choice to trust us with your Dress alterations. Should you do that please allow us to complete alterations before you start over analysing your cell phone images taken from different distances and angles. As with any improvements in life, alterations normally make the dress looks worse before it looks perfect.
- 7.8 We acknowledge that we read and understood clause 6.4. Any derogatory and condescending treatment by Customers, their guests, immediate family and friends will not be tolerated. Lubellos® reserve the right to cancel any agreement and refund the client in full, minus costs for time and labour in accordance with Lubellos Standard Price List in the instance of such behaviour.
- 7.9 Should any dispute arise the following procedure will apply:
- Please do not call us in a moment of hysteria. We have clients around us and we cannot leave them to calm you down. We also do not respond well to your hysteria and whilst you may feel better afterwards, we remain upset about condescending behaviour as our work is extremely personal to us;

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- Please ask yourself if the problem is with our business or contributing factors of the wedding arrangements? If it is us – we request that you follow our grievance procedure below.
- **The customer agrees and understands that any problem on a dress already delivered can only be solved in our studio and on**

your body. We cannot fix problems over emails and over the phone. Once you have signed and taken the dress out of our studio we cannot fix any perceived problems unless you give us the opportunity and reasonable time to do so. We expect the customer to take responsibility for the decision to accept and sign off a dress as completed.

VIII.GRIEVANCE PROCEDURE:

The parties agree that in the event of a dispute or complaint by the Customer, her guests, family or friends the following procedure must be followed by the CUSTOMER:

- 8.1 The Customer will inform Lubellos® of the complaint within 2 work days via e-mail;
- 8.2 The Customer will grant Lubellos® the opportunity to respond via e-mail within 3 days of receipt of the Customer’s e-mail;
- 8.3 The parties will try to settle the matter within 5 days after Lubellos commented on the Customer’s e-mail;
- 8.4 Should the matter remain unresolved the parties may cancel the agreement in accordance with the terms and conditions thereof;
- 8.5 Should the client, any of their guests, family or friends, in the event of a complaint, fail to follow the above procedure and place the complaint on any media and/or social platform including but not limited to Facebook, the client acknowledges that Lubellos® will suffer damages in the amount of R5 000.00 payable upon demand from Lubellos®’ Attorneys. The client will also be liable for any tracer’s fees and attorney costs on an attorney and own client scale
- 8.6 Lubellos®, its employees and its customers does not tolerate any derogatory and condescending treatment by Customers, their guests, family and friends. Lubellos® reserves the right to cancel any agreement in the instance of such behaviour. Labour per hour, fitting fees and alteration fees will be deductible from the deposit money for work already done.

IX.COSTS:

If Lubellos® brings any action to enforce or protect any of its rights under this Agreement, it shall be entitled to recover, in addition to its damages, its attorneys’ fees on a scale as between attorney and own client, as well as all outstanding fees plus inflation related interest and any other costs incurred about such action.

IMPORTANT LEGAL NOTICES AND REQUIREMENTS

1. **INTERPRETATION:**

- 1.1 **“Alteration”** means any change effected to a Dress as it is found in stock in the shop at the time the Customer first makes an enquiry and/or sees the Dress and/or any alteration made to the Dress as it is after the first fitting;
- 1.2 **“Cash”** means a credit card, a debit card or cash notes;
- 1.3 **“Customer(s)”** means any person requiring Services to be rendered by Lubellos;

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- 1.4 **“Dress”** means any of the garments sold and/or rented to Customers by Lubellos from time to time;
- 1.5 **“Services”** means the personalized services of renting and altering; selling and altering and/or custom manufacturing of wedding dresses for/to Customers;
- 1.6 **“Standard Price List”** means Lubellos Standard Price List, as amended from time to time.

2 **NON-VARIATION:**

2.1 This agreement constitutes the whole of the agreement between the parties relating to the subject matter hereof, notwithstanding any acceptance, order or other documentation or discussion to the contrary;

2.2 No amendment or consensual cancellation of this agreement or any term of this agreement, including this clause, or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall be binding unless reduced to writing and signed by both parties. The parties will not be able to change these terms verbally.

3. **INDULGENCES:**

No lenience shown/granted by a party shall constitute a waiver of any of that party’s rights under this agreement.

4. **SEVERABILITY:**

In the event of the invalidity of any part or portion of this agreement for any reason whatsoever, such invalidity shall not affect the validity or enforceability of any other part or provision of this agreement and such invalid part or portion shall be deemed to have been struck out of the agreement.

5. **JURISDICTION:**

In terms of Section 45 of the Magistrate’s Court Act 1944, as amended, the parties hereby consent to the jurisdiction of the Magistrate’s Court having jurisdiction in terms of Section 28 of the said Act, in respect of any action which may be instituted by one party against another in terms of this agreement.

6. **DOMICILIA AND NOTICES:**

The Customer chooses its domicile address for the delivery of any legal notices as completed above.

7. **APPOINTMENT PROCEDURE**

I confirm that I take notice of the appointment fitting procedure:
.....

8. **PAYMENT TERMS**

I confirm that I take notice of the payment terms:
.....

PAYMENT TOWARDS MY DRESS WILL BE MADE VIA EFT/CASH/CCARD ON THE FOLLOWING DATES:

- 1.....
- 2.....within 6 months

9. **CANCELLATION POLICY**

I confirm that I have read the cancellation policy and I acknowledge that I fully understand that a breach of the agreement will result in a legal process encountered by Lubellos Bridal:

.....
10. **ID DOCUMENT ATTACHED: YES or NO**

11. **COURTESY AND GRIEVANCE CLAUSES**
I confirm that I take notice of the courtesy and grievance procedures:
.....

12. **ALTERATIONS POLICY**
PLEASE NOTE THESE DATES CANNOT BE CHANGED AS WE WORK ON A FULLY BOOKED MANUFACTURING SCHEDULE.

Please indicate alteration preference:

Please allocate alteration time on all dresses on this order.

We will alter the dresses ourselves.

**I hereby acknowledge that I have read the alteration terms:
.....

Signed by the customer and agreeing to the terms hereof,

Please supply a copy of your ID document with this agreement. Also, sign at the Fitting Procedure (Clause II, III) and at the Cancellation Policy (Clause VI).

At.....

on this day of 201.....

My Play Date appointment date is:
.....

My Final Fitting / Collection Appointment date is:
.....

Signed:.....

Date:.....

TO BE SIGNED ON COLLECTION OF ALL WEDDING DRESSES:

I hereby acknowledge that my Dress is completed, altered as agreed and that I am completely satisfied with the final product and that I do understand that after signing this clause Lubellos® do not have any responsibility forward to secure an acceptable fit of the dress.

Name:
.....

Signature:
.....

Date:
.....

Dress will be returned within 3 working days from wedding date by:
.....

Contact number:
.....