

TERMS & CONDITIONS OF SALE

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which you purchase and we supply goods to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 "Goods" means any garment of clothing or ancillary item.

1.4 References to "you" / "your" in these terms are to the person / s named as the customer in the Order Form overleaf.

2. INFORMATION ABOUT US

2.1 Who we are. We are MALINDA'S BRIDAL LTD a company registered in England & Wales. Our Company registration number is 12045351. Our registered Office is. Valley Lodge, Newlands Road. Riddings, Derbyshire. DE55 4ER.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we supply you with the goods from stock or tell you that we are able to provide you with the goods and you sign our Sales Receipt or Order Form, at which point a contract will come into existence between you and us.

4. GOODS

4.1 Goods may vary slightly from their pictures. The images of the goods in our brochure or on our website 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 or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Measurements. Goods are supplied subject to measurements we have taken from you, or from the person who is to wear the goods, at the time that the contract is entered into. We will discuss with you, or with the person who is to wear the goods, the most suitable size, taking into account information you give to us such as any plan for the wearer of the goods to lose or gain any weight. We are not responsible for any change in the size and measurement of the individual who is to wear the goods between the date of the contract and the date of collection, or after the date of collection.

4.3 The goods are not couture. The goods we supply are standard sized items (eg. 8,10,12 etc). Whilst they will be based upon any measurements taken, they are not made to measure and measurements are only taken by us as an indicator as to closest suitable standard size and as a reference point for any future sizing issues. Measurements may not be required if standard sized items are tried on and purchased from stock.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the goods you have ordered before they are collected, please contact us as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. Charges to cover our costs in dealing with your request or remerchandising the original goods may apply.

6. PROVIDING THE GOODS

6.1 When we will provide the goods. During the order process we will let you know when we will provide the goods to you. We will agree a collection date, which will be within 30 days after the day on which we accept your order or any other date specifically agreed with you, up to a maximum of 6 months from the date of purchase.

6.2 Collect / Collection. Collection takes place when you attend at our premises where you placed the Order and collect the goods from us. We do not deliver goods to you.

6.3 We are not responsible for delays outside our control. If delivery is delayed by an event outside our control then 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.

6.4 If you do not collect. If you do not collect the goods from us as arranged from the premises where you placed the Order, we will contact you for further instructions and may charge you for storage costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract and clause 8.2 will apply.

6.5 Your legal rights if we deliver late. You have legal rights if goods are not ready by the agreed collection date. You may treat the contract as at an end straight away if any of the following apply:

(a) we have refused to allow you to collect the goods;

(b) collection within the agreed deadline was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that collection within the given deadline was essential.

6.6 Setting a new deadline for collection. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under Clause 6.5, you can give us a new deadline for collection, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

6.7 Ending the contract for late collection. If you do choose to treat the contract as at an end for late collection under Clause 6.5 or Clause 6.6, you can cancel your order for any of the goods. If you wish, you can reject or cancel the Order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods.

6.8 When you become responsible for the goods. The goods will be your responsibility from the time you collect them from us.

6.9 When you own the goods. You own the goods once we have received payment in full.

6.10 What will happen if you do not give required information to us. We may need certain information from you, for example, measurements of any individual who is to wear the goods. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 8.2) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.11 We may suspend supply of the goods if you do not pay. If you do not pay us for the goods when you are supposed to (see clause 10), we may suspend supply and not allow you to collect until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods. As well as suspending the goods we can also charge you interest on your overdue payments (see clause 10.5).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 You can end the contract for supply of goods before collection. You may contact us to end your contract for goods at any time before you have collected them and you have paid for them, but we may charge you for doing this, as described below. Of course, you always have rights where goods are faulty or mis-described (see clause 9, "If there is a problem with the products").

7.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out below the contract will end immediately and we will refund you in full for any goods which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

(a) there is a risk that supply of the goods may be significantly delayed because of events outside our control; or

(b) you have a legal right to end the contract because of something we have done wrong (but see clause 6.7 in relation to your rights to end the contract if the date of collection is late and it is our fault).

7.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, then the contract will end immediately and we may refund any sums paid by you for goods not provided but we will deduct from that refund and charge you reasonable compensation for the net costs or losses of profit we will incur as a result of your ending the contract.

7.4 Returning goods after ending the contract. If you end the contract after goods have been collected by you, you must return them to us.

8. OUR RIGHTS TO END THE CONTRACT

8.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods (see Clause 6.10); or
- (c) you do not, within a reasonable time, collect the goods from us.

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will not refund any money you have paid in advance for goods we have not yet provided but we may agree that any further payments or balances owing will not be pursued by us.

9. IF THERE IS A PROBLEM WITH THE GOODS

9.1 Summary of your legal rights. We are under a legal duty to supply goods that conform with the contract, are of satisfactory quality, match their description or any sample, and fit for purpose. Nothing in these terms will affect your legal rights.

9.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject the goods you must return them in person to our premises where you bought them.

9.3 Your right to change your mind. We offer the following guarantee which is in addition to your legal rights and does not affect them. If you change your mind about any goods either before they are collected or within 28 days of receiving them, please contact us and, entirely at our discretion, we may provide a credit note. You must return the goods to us personally for inspection and we will not provide a credit note if;

- (a) the goods have been or appear to have been worn;
- (b) the goods are damaged or stained.

10. PRICE AND PAYMENT

10.1 Where to find the price for the goods. The price of the goods (which includes VAT) will be the price set out on the Order Form unless we have agreed another price in writing.

10.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your Order date and the date we supply the goods, we will adjust the rate of VAT that you pay, unless you have already paid for the goods.

10.3 When you must pay and how you must pay. We accept payment by cheque, cash, debit card, Visa or MasterCard. We charge a deposit for the goods, and you must pay for the goods in full before or at the time of collection.

10.4 Payment in instalments. At our discretion, we may accept payment by way of instalments over a maximum period of three months. The instalment amounts and the dates that each instalment payment is to be made will be agreed with you and detailed on the Order Form or otherwise in writing.

10.5 We can charge interest if you pay late. If you do not make any payment to us by any due date we may charge interest to you on the overdue amount at the rate of 3% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but, except as set out in clause 11.2, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

11.3 We are not liable for business losses. We only supply the goods for domestic and private use. If you use the goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. OTHER IMPORTANT TERMS

12.1 Nobody else has any rights under this contract. The contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

12.4 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law. You can bring legal proceedings in the English courts, and if you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

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