**Promiss Prom Dress Shop Prom Dress Contract - Terms and Conditions 2018/2019**

We agree to order \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ merchandise on the corresponding invoice as requested by you the client.

**SIZING**

Sizing is based on bust, waist and hip measurements and taken directly from the sizing chart provided by each manufacturer. Measurements are taken with great care by a competent prom consultant, who will discuss sizes with you. You, as the customer are entirely responsible for making the final choice on sizing. Please note that alterations ***are likely*** to be required in order to achieve a perfect fit, due to individual body shape, as these items are not made to measure. Our staff will do their best to advise you on sizing during the fitting/ ordering process, but this is ultimately your choice, as the customer, which is why we require your full agreement. Please ask if you are unsure.

On paying the appropriate deposit, you have entered into a contract to purchase the dress from ProMiss Proms and pay for it in full. Once we proceed with your order, you are agreeing that you are happy with the style, colour **and size** of dress being ordered. ProMiss prom dress shop cannot be held responsible for any dress which is found on collection to be too large or small, due to subsequent changes in a client’s measurements. It is important to understand that body shapes and sizes can and do change and you **must ensure you are entirely satisfied with the dress sizing at the time of ordering.**

Advice taken from your prom consultant during your visit is a suggestion and given in good faith as competent advice only and all decisions and any subsequent order / purchase are entirely the decision and discretion of the consumer.

**PAYMENT OF ORDER**

Customers are required to pay a 40-50% deposit, (dependant on Dress Collection and dress value,) before Promiss Proms can place an order for a dress.

All dresses remain the property of Promiss Proms until paid for in full and cannot be removed from the premises until the balance is paid in full.

We do not accept cheques.  A 1.5% charge will be applied to credit card payments only.

Customers should retain their sales contract documentation and any other receipts as proof of purchase and be sure to have read this **TERMS AND CONDITIONS NOTICE** and fully understand its requirements on them.

**REFUND AND EXCHANGE POLICY**

We operate a No Refund & Exchange policy, as dresses are ordered specifically for the individual client. Once you have ordered there will be no opportunity to refund any monies paid, or exchange and **this includes dresses purchased “off the peg.”** Please therefore ensure that you are entirely happy with your purchase; this does not affect your statutory rights.

Once your dress is released to you and leaves our shop it is **your** responsibility and ProMiss proms relinquishes all liability. We sell the dresses as seen in store and as such will not offer refunds on returned dresses, which may subsequently become damaged. This includes pre orders and dresses sold off the peg from the store, so please ensure you are entirely happy with your dress before leaving the store.

**CANCELLATION OF ORDERS**

 Customers who cancel their sales contract are **NOT** entitled to a refund of **ANY** monies already paid up to and including the cancellation date.

Please be aware that once gowns are ordered minimum cancellation periods from suppliers apply and unfortunately under **NO** circumstances can this be changed.

Dress orders will still have to be paid for in **FULL**, if the event is cancelled for whatever reason, costs will still be incurred to the suppliers and to Promiss Proms - regardless of**ANY** circumstance.

For reasons of hygiene **ALL** accessories (tiaras, hair slides, fascinators, earrings, necklaces, jewellery etc) – including shoes, which have been removed from the premises once paid for cannot be refunded or exchanged.

**PAYMENT PLANS**

We are not able to offer finance and apply a small change for credit card payments.

We are able to offer payments plans:

Following receipt of the 40% deposit, the customer is able to pay off any amount up to the full balance at any point prior to collection of the dress, normally around 16 weeks (supplier dependent) after the order is made.

Payments will be recorded for accuracy and if made face to face in store a written receipt and / or email receipt will be provided and the outstanding amount will be advised to the client. Similarly, payments may be made directly to our bank account; please call, email or message us for details. An acknowledgement / electronic receipt will be provided in this instance, also advising the client of the outstanding balance. No dress can be released to the customer until it is paid for in full.

**ALTERATIONS**

The price of garments **EXCLUDES** all costs in respect of alterations or ANY subsequent fitting work. This work would need to be sourced and paid for at the customer’s own time and cost..

Promiss prom dress shop does not offer an alteration contract service but may be able to provide details of a local seamstress who is self employed and independent and recommended. Promiss Prom dress shop cannot be held responsible for any work carried out by any seamstress whom the customer chooses, regardless of any recommendation made. Advice taken from any alteration specialist is also taken at the customers own risk and personal choice, Promiss prom dress shop cannot be held responsible for any decisions made about the alteration of any garment which are subsequently deemed unsatisfactory after any alterations are completed.

**EXCLUSIVITY**

Promiss Proms keep good records of all dresses sold and will not knowingly sell, (on order or “from the peg”) the same dress in the same colour to another attendee at you prom / event. In the event of such an oversight occurring, Promiss Proms will do everything reasonably practicable to provide an alternative to the client, or refund all monies paid. We cannot be responsible for girls obtaining dresses outside of our area of exclusivity or new / second hand from a third party or other seller. We cannot be held responsible where customer may provide us with inaccurate information in order to obtain a particular dress, as this is totally outside of our control and not reasonably practicable for us to verify.

**DELIVERY TO STORE / COLLECTION OF DRESSES**

All dresses will be ordered within one week following the order in store and within the time frames provided to us by our dress suppliers, to ensure delivery to the store in good time for the event date you have advised. The manufacturers are also given the event date and take their responsibility to the consumer very seriously.

All dresses must be collected once the customer is notified it is in stock. If your order has not been collected and paid for within 14 days of sending notification of arrival, a fee may be invoiced to cover additional costs, including storage and appropriate care of the dress. Balances **MUST** be settled **BEFORE** any purchase leaves the shop.

If dresses are not collected within 2 months of notification, it will be deemed that you have cancelled the contract and the order will be cancelled with no monies paid to date refundable to the customer. ProMiss Proms will be free to sell the item on, in order to reclaim reasonable costs and space in our shop.

Customers are asked to settle any balance on collection; you will be notified via email or text when your dress arrives, please ensure that you have saved the given email address / provide us with any changes in contact details.

**LIABILITY**

Should the store breach its obligations under this agreement its liability is limited to any direct loss incurred by the customer arising from such breach.

The store will **NOT** be liable for any breaches caused by circumstances outside Promiss prom dress shop control, including but not restricted to acts of God, war, riot, terrorism, malicious damage, fire, flood or storm.

**OTHER TERMS & CONDITIONS**

Dresses are ordered with within the timescales provided by our suppliers and as such your dress should be delivered by the date we advise you when ordering or shortly afterwards. As outlined above, ProMiss Proms cannot be held responsible for issues outside of our control, such as, dresses missing or damaged in transit; dye variances; delays from the manufacturer etc. however we will do all we reasonably can to address and resolve issues as they arise and assist clients wherever possible in any matter in respect of delay or other unforeseen issue. In the event where we are unable to fulfil an order within the agreed dates or parameters, we will notify the customer as soon as practicable and a full refund will be arranged/ given. Alternatively, the customer may choose to select an alternative dress, entirely at their own discretion.

GDPR – We hold a GDPR policy in store, please ask for sight of this if you wish to see it or retain a copy. We store only the information we need in order to provide a competent and professional service as outlined within these terms and conditions and all data is stored securely. Data is disposed of as soon as practicable and in any event, within two years of the completion of the contract / purchase.

All Prom customers – by paying your deposit you are entering into a contract with Promiss Proms and thereby adhering to these terms and conditions. By paying your final balance you are also acknowledging and accepting these terms and conditions.

**It is your responsibility to read these terms and conditions before proceeding with your order or leaving a deposit. They will be provided to you in store for signing once you are entirely happy with your service and order.**

**Client signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**