

TERMS AND CONDITIONS OF SALE

Boda Boutique Bridal Gowns & Accessories. Unit 2 Burscough Wharf, Liverpool Road North, Burscough, Ormskirk L40 5RZ

1. 1. Description and price of the wedding dresses

1.1. The description and price of the wedding dress and/or goods (“Order”) you Order will be shown on your invoice as signed by you at the time you place your Order (“Order Date”).

1.2. The wedding dress is made specifically to your Order size. We accept no responsibility for gowns not fitting when collected due to your increase or decrease in weight or any other reason beyond our control.

1.3. Boda Boutique Bridal Gowns & Accessories (“BODA”) brings to your attention the fact that all wedding dresses are made from a combination of different fabrics and silk. As silk is a natural fibre no guarantee can be made that minor faults will not appear on the garments although every care is taken to prevent this. BODA shall not be liable for any claim arising from any dissimilarity or disparity in shade or tone of the different fabrics.

1.4 All sample sales dresses and off the rail dresses are sold as seen and must be paid for in full at time of purchasing. All payments are final and we do not offer refunds or exchanges or resell dresses on your behalf should you change your mind.

2. Payment / Deposit

2.1. On the Order Date you agree to pay a non-refundable deposit (“Deposit”) amounting to 50% of the total price (“Price”) of the wedding dress as set out in the Order.

2.2. The remaining balance of the Price is due on the date you collect your wedding dress.

3. Delivery & Collection

3.1. Unless otherwise agreed in writing by BODA, your Order must be **collected and paid** for in full from BODA within **4 weeks** of BODA notifying you that the Order is ready to collect. If you fail to collect the Order, without prior permission from BODA within the 4 weeks, a storage charge will be added to the invoice. Please see charges below.

Up to 2 weeks (£25)

3-4 weeks (£50)

4-6 weeks (£100)

6-8 weeks (£150)

8+ weeks (£200)

Ownership of the Order will pass to you when full payment is made and you will become responsible for all risk of loss of or damage to the Order. Collection and styling appointments are available Tuesday to Friday and it is the bride’s responsibility to ensure they can be free to attend during our opening hours.

3.2. No goods may be removed from the premises until full payment of the Order has been fulfilled. BODA does not accept payment by cheque.

4. Your right of cancellation

4.1. Apart from sample sale dresses in clause 1.4, BODA shall not process your Order for 2 working days from the Order Date. Hence you have the right to cancel the contract without loss of the deposit by notifying BODA in writing at any time up to the end of 2 working days after you place the Order. A working day is any day other than weekends and bank or other public holidays. Once you have notified BODA that you are cancelling the contract in accordance with this condition 4.1, BODA will refund or credit you within 30 days for any sum that has been paid by you for the Order.

4.2. To exercise your right of cancellation, you must notify BODA in writing at the address shown above, giving your Order reference number and details of the Order.

4.3. Should you cancel the Order by notifying BODA in writing after the expiry of 2 working days from the Order Date you are not entitled to a refund of any monies already paid. Orders will still have to be paid for in full within 4 weeks of the delivery date notification. Should you fail to make full payment, the Order will remain the property of BODA, to sell or dispose of the goods described in the Order.

5. Liability

5.1. BODA shall not be deemed to be in breach of this contract as a result of acts beyond the reasonable control of BODA including without limitation act of God, war, riot, civil commotion or terrorist attack, malicious damage, compliance with any law or governmental Order, accident, fire, flood or storm.

5.2. BODA brings to your attention the fact that the Order is a particularly delicate item and extreme care should be afforded to it. Consequently, BODA shall not be liable for any damage to the Order arising from fair wear and tear, wilful damage, accident, negligence by you or any third party or use otherwise than as recommended by BODA or failure to follow BODA's instructions or any alteration or repair carried out without BODA's approval.

5.3. BODA's liability for all direct or indirect losses as a consequence of any breach by BODA of this contract shall be limited to the Order Price.

5.4. These Terms and Conditions of Sale do not affect your statutory rights as a consumer.

6. Data Protection

6.1 BODA will take responsible precautions to keep the details of your Order and payment secure but unless BODA is negligent BODA will not be liable for unauthorised access to information supplied by you. BODA will only use the information you provide about yourself for the purpose of fulfilling your Order unless you agree otherwise.

7. Applicable Law

7.1 These Terms of sale and the supply of the wedding dress will be subject to English Law and the English courts will have jurisdiction in respect of any dispute arising from the contract.