

Terms & Conditions 2023 - Opus Couture

A). Opus Couture and Opus Atelier Terms & Conditions

1. What these terms cover.

These are the salient points from the terms and conditions on which (Opus Couture) supply products to you ("the Customer") who is the bride..

The latest full version is always available on our website
(www.opuscouture.com or you may ask for a copy in-store.

2. Why you should read them.a

Please read these terms carefully before you place an order with us, as these terms will form a part of our legally binding contract.

B). Our contract with you.

1. How we will accept your order.

Our acceptance of your order will take place when you have paid an agreed first payment. At this point, a legally binding contract will come into existence between you and us.

2. If we discover that an item ordered is not available owing to discontinuation, unavailability, or any other reason that would make it impossible for us to fulfill your order, then you will be entitled to your money back in full. In these circumstances, we will not be held liable for breach of contract, or compensation.

3. First Payments are non-refundable. The First Payment cannot be transferred to another person or item. This does not affect your statutory rights.

4. Cancellations. After your order has been accepted by us and a First Payment has been paid, we do not accept cancellations of your order for whatever reason and any monies paid will not be refunded. Failure to pay for your products in full will be considered a breach of this contract and we reserve our rights in this respect. Please make sure any goods purchased are suitable for your requirements as we will be unable to refund or replace such articles that are returned as unsuitable or do not fit.

Any item canceled after an order has been placed with us will be subject to the full amount being immediately payable. We strongly recommend insurance is taken out for such unforeseen circumstances.

5. No-other person has any rights under this contract except you, the bride.

This contract is between you, The Bride and us. No other person shall have any rights to enforce any of its terms.

C). Product descriptions and measurements

1. Making sure measurements are accurate.

Once measurements and sizing have been taken for your order, agreed and signed the Bride , we will not be held responsible for any weight loss/gain or any other changes in your measurements and sizing (for example, owing to pregnancy) If your or your bridesmaids measurements and sizing changes, it will be your responsibility to notify us, in which case we will confirm if we are able to make further alterations prior to delivery and what the estimated additional costs will be.

We will measure each person for each order and advise on the size to be ordered for a bride if she is not happy with the sizing they must inform us at the time of placing the order. We will not be responsible for any sizing discrepancies after this time. If a bride defers being measured to a later date, it will be the customer's responsibility to ensure that such measurements are taken in good time for the products to be ordered and delivered in time.

2. Alterations.

No alteration is included in the garment price, and any alteration will therefore be at an additional cost. We are happy to supply details of several freelance seamstresses who may be able to assist with any necessary alterations. You are not obliged to use their services. Fittings cannot be carried out in-store at weekends or after 4pm on any day other than, a pre-agreed and booked appointment available at the discretion of Opus staff, which may incur a fitting appointment charge.

To secure our fitting and alteration service there is a £100 deposit required, this will be deducted from the alteration cost. We have limited space available for this service and once full we are unable to take any further alterations. The deposit is refundable up to 6 months before the wedding date and non refundable after that date.

3. Products may vary slightly from their pictures.

The images of the products in any promotional materials are for illustrative purposes only. Although we have made every effort to display the colours accurately online, we cannot guarantee that a device's display of the colours or the printed pictures in any brochure accurately reflects the colour of the products.

In respect to samples, these are provided as a guide and we cannot guarantee they will accurately reflect the colour of the product. Products may therefore vary from images or samples. Please note that colours can appear different depending on the lighting conditions.

4. Guidance.

Where we provide guidance in the choice of design, size, colour and measurements we do so without any liability. Unless stated otherwise, all dresses are ceremonial dresses only and are to be used for ceremonial purposes only. We will not be held liable for claims for loss or damage to garments that may occur after the marriage ceremony. Any claims for loss or damage will be forensically investigated at our expense.

D). Providing the products

1. During the order process, we will let you know an estimated time frame of when we will provide the products to you. Please be aware that, unless a fixed date for delivery has been agreed in writing, we will provide you with an estimated delivery date, taking account of the complexities of the product and the location from which it is being sourced. We will make every attempt to work within this delivery date and we will keep you notified of any delays. By way of guidance only, products that are not in stock typically take 6 months or more to arrive and can take longer during peak periods. If an order is placed late, the item may not arrive until a few days before the wedding.

2. We are not responsible for delays outside our control.

If our delivery of the products 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 this event but, if there is a risk of substantial delay in that we cannot fulfill the contract by the date of your wedding, you may contact us to end the contract and receive a refund for any product you have paid for but not received.

E). Price and payment

1. All goods remain the property of Opus Couture /Opus Atelier, until paid for in full.

2. We will ask you to inspect the goods within 28 days of arrival in store. At this point the settlement of all outstanding balances is due.

3. Storage costs. We will insure and store your gown up to 24 hours before the wedding date for a fee of £50. If your gown is left in Opus, after your wedding date, a charge of £1 per calendar day will apply, for up to three months. then they will be considered abandoned goods. Thereafter Opus Couture reserve the right to dispose of the goods in whatever way they deem appropriate.

If your wedding date is postponed, and Opus are notified in writing, storage may be provided by arrangement at a further fee of £50 until your new wedding date, this will be at the discretion of Opus and according to availability.

For bridal gowns we have cleaned, we will provide free storage for up to 21 days after notification that the item is ready for collection, then a charge of £1 per calendar day will apply thereafter. If the goods have not been collected within 3 months of cleaning, they will be classed as abandoned goods and Opus reserve the right to dispose of them in whatever way they deem appropriate.

4. Liability during storage of products.

In the unlikely event of the loss or damage, due to fire, flood or theft, of any item, stored on our premises, that has been paid for in full, we shall only be responsible for reimbursing the retail costs of such products.

5. Abandoned goods.

If there is an accumulation of three months or more of unpaid storage fees, then we will class this as abandoned goods. Products classed as abandoned will result in the Customer automatically losing ownership of such items.

F) . If there is a problem with the product

1. How to tell us about problems.

If you have any questions or complaints about the product, please contact us immediately. You can telephone us on 01294 824838 for Opus Couture or 01294 829264 for

Opus Atelier or write to us at 23 Ritchie street, West Kilbride North Ayrshire Scotland KA23 9AL, or via the email address hello@opuscouture.com

2. Reporting fault claims.

We hope your product is as expected and without fault. Please inform us as soon as a fault is noticed. We will deal with the matter as soon as possible and in accordance with your legal rights.

3. Your rights to end the contract

You have no rights if you simply change your mind. Unless there is a fault with an item which cannot be repaired or replaced, you will not be entitled to an exchange or refund on any product purchased in our store. Your statutory rights are not affected.

G) . Other important terms

1. Third party services.

We shall not be held responsible for any services provided by a third party (for example, a seamstress or a cleaner/dry cleaner or a dresser/steamer/presser) whether or not such third party was recommended by us.

2. Underwear and shoes.

We will not be responsible for any issue relating to unsuitable underwear being worn which may affect the structure or fit of the dress, or shoes that may damage or affect the length of the dress.

3. How we may use your personal information.

Please see our privacy policy on our website outlining how we will obtain and process your personal data.

4. Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by Scottish law under UK jurisdiction.

5. Alternative dispute resolution.

This is a process whereby an independent body considers the facts of a dispute and seeks to resolve it without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use; Retail ADR (formally known as "The Retail Ombudsman") You can submit a complaint via their website at www.retailadr.org.uk.

Retail ADR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

H) HAUS of Dentistry - Airflow Treatment Terms and Conditions

1. Voucher cannot be gifted to anyone else
2. You will have 18 months from date of gown purchase in which you can redeem your voucher for however appointment must be booked within 6 months of gown purchase date to ensure guaranteed appointment close to wedding date
3. Voucher cannot be exchanged for the equivalent monetary value

A) Opus Couture and Opus Atelier Terms & Conditions

What These Terms Cover

These are the salient points from the terms and conditions on which Opus Couture supply products to you ("the Customer"), who is the bride. The latest full version is always available on our website (www.opuscouture.com), or you may ask for a copy in-store.

Why You Should Read Them

Please read these terms carefully before you place an order with us, as these terms will form a part of our legally binding contract.

B) Our Contract with You

How We Will Accept Your Order

Our acceptance of your order will take place when you have paid an agreed first payment. At this point, a legally binding contract will come into existence between you and us.

If We Discover That an Item Ordered Is Not Available

If we discover that an item ordered is not available owing to discontinuation, unavailability, or any other reason that would make it impossible for us to fulfil your order, then you will be entitled to your money back in full. In these circumstances, we will not be held liable for breach of contract or compensation.

First Payments Are Non-Refundable

The First Payment cannot be transferred to another person or item. This does not affect your statutory rights.

Cancellations

After your order has been accepted by us and a First Payment has been paid, we do not accept cancellations of your order for whatever reason, and any monies paid will not be refunded. Failure to pay for your products in full will be considered a breach of this contract, and we reserve our rights in this respect. Please make sure any goods purchased are suitable for your requirements, as we will be unable to refund or replace such articles that are returned as unsuitable or do not fit. Any item cancelled after an order has been placed with us will be subject to the full amount being immediately payable. We strongly recommend insurance is taken out for such unforeseen circumstances.

No Other Person Has Any Rights

No other person has any rights under this contract except you, the bride. This contract is between you, The Bride, and us. No other person shall have any rights to enforce any of its terms.

C) Product Descriptions and Measurements

Making Sure Measurements Are Accurate

Once measurements and sizing have been taken for your order, agreed, and signed by the bride, we will not be held responsible for any weight loss/gain or any other changes in your measurements and sizing (for example, owing to pregnancy). If your or your bridesmaids' measurements and sizing change, it will be your responsibility to notify us, in which case we will confirm if we are able to make further alterations prior to delivery and what the estimated additional costs will be. We will measure each person for each order and advise on the size to be ordered for a bride; if she is not happy with the sizing, they must inform us at the time of placing the order. We will not be responsible for any sizing discrepancies after this time. If a bride defers being measured to a later date, it will be the customer's responsibility to ensure that such measurements are taken in good time for the products to be ordered and delivered on time.

Alterations

No alteration is included in the garment price, and any alteration will, therefore, be at an additional cost. We are happy to supply details of several freelance seamstresses who may be able to assist with any necessary alterations. You are not obliged to use their services. Fittings cannot be carried out in-store at weekends or after 4 pm on any day other than a pre-agreed and booked appointment available at the discretion of Opus staff, which may incur a fitting appointment charge. At the first fitting, the bride will be measured and fitted according to these measurements. If the bride's weight changes, we will re-measure, and the bride may be charged an Extra fit fee. To secure our fitting and alteration service, there is a £100 deposit required; this will be deduced from the alteration cost. We have limited space available for this service, and once full, we are unable to take any further alterations. The deposit is refundable up to 6 months before the wedding date and non-refundable after that date. The bride must bring shoes to ALL

fittings, or we may need to charge an Extra appointment fee of £25 if we are unable to do fitting due to not having shoes.

Products May Vary Slightly from Their Pictures

The images of the products in any promotional materials are for illustrative purposes only. Although we have made every effort to display the colours accurately online, we cannot guarantee that a device's display of the colours or the printed pictures in any brochure accurately reflects the colour of the products. In respect of samples, these are provided as a guide, and we cannot guarantee they will accurately reflect the colour of the product. Products may, therefore, vary from images or samples. Please note that colours can appear different depending on the lighting conditions.

Guidance

Where we provide guidance in the choice of design, size, colour, and measurements, we do so without any liability. Unless stated otherwise, all dresses are ceremonial dresses only and are to be used for ceremonial purposes only. We will not be held liable for claims for loss or damage to garments that may occur after the marriage ceremony. Any claims for loss or damage will be forensically investigated at our expense.

D) Providing the Products

Estimated Time Frame

During the order process, we will let you know an estimated time frame of when we will provide the products to you. Please be aware that, unless a fixed date for delivery has been agreed in writing, we will provide you with an estimated delivery date, taking account of the complexities of the product and the location from which it is being sourced. We will make every attempt to work within this delivery date and will keep you notified of any delays. By way of guidance only, products that are not in stock typically take 6 months or more to arrive and can take longer during peak periods. If an order is placed late, the item may not arrive until a

By making a purchase of any dress at Opus Couture, you acknowledge and agree to the terms and conditions outlined in this document. These terms form a legally binding contract between you ("the Customer") and Opus Couture ("the Company") regarding the purchase of products.

It is essential to carefully read and understand these terms before placing an order with us. Your acceptance of these terms is mandatory to proceed with the purchase.

If you have any questions or concerns about the terms and conditions, please feel free to contact us at hello@opuscouture.com or by phone at 01294 824838.

Thank you for choosing Opus Couture as your bridal boutique. We look forward to providing you with a wonderful experience and helping you find your dream wedding dress.

