

The Bespoke Tailor Terms of Business

The Bespoke Tailor, as its name suggests, is a specialist designer and creator of gentleman's garmentry. We provide a visiting tailor service and can meet you in any of our locations by appointment or at your home or work location. All purchases of goods and services from us are subject to the terms and conditions set out below. Acceptance of our quotation constitutes acceptance of these terms also.

1. Interpretation

In these Terms and Conditions ("Terms"), the following words and phrases shall have the following meanings:

"You, your" means the person, firm or company who purchases Goods from Us;

"We, Us, Our" means The Bespoke Tailor Ltd;

"Contract" means the contract between Us and You which shall be deemed to incorporate these Terms;

"Goods" means any goods agreed in the Contract to be supplied by the Company to the Buyer;

"Place of Delivery" means the place to which the Goods are to be delivered.

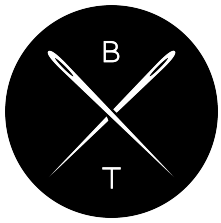
In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

2. The Contract

The Contract shall be on these Terms to the exclusion of all others. No terms and conditions contained in any confirmation of order, purchase order or other document provided by You or verbally, will form part of the Contract.

3. Price and Payment

- (i) The price for the Goods shall, unless otherwise agreed, be the price identified by Us to You and set out in writing. Indicative prices can be seen on our website www.thebespoketailor.co.uk The price for the Goods shall be displayed inclusive of VAT but exclusive of all and any costs of carriage and insurance which the Buyer shall pay in addition. We reserve the right to make an additional charge for last minute or repeatedly cancelled / postponed meetings at a rate of £350 per day.
- (ii) Payment for shirts shall be made in full and upon the order for the Goods being placed. As regards suits and overcoats, a deposit of 50% of the order value shall be due when you select the cloth that you want Us to use. Work will not commence until you have approved the design proposal and payment of the deposit has cleared into our account. The remaining balance is payable at the final fitting.
- (iii) It is understood that the initial deposit is wholly non-refundable.
- (iv) Payment can be made by cheque, cash or credit card. Payment shall not be deemed to have occurred until We have received cleared funds.



- (v) On the rare occurrence that there might be a delay (for example you not being able to attend fitting within a reasonable time frame) which causes a full VAT quarter to pass by during the period of the commission, we reserve the right to charge, and you agree that you will, pay the full balance immediately upon presentation of our final invoice. This will not affect any other rights you have under this agreement.

4. Delivery

We offer a bespoke tailoring service. As such, you recognize that the time that it will take Us to make the Goods will vary and be dependent upon such matters as the availability of cloth and your ability to attend fittings. In general terms, shirts will usually be made within 4 weeks and overcoats and suits within 6 weeks, in each case, this time commencing from the receipt of cloth by Us. We shall do our best to keep you updated with the anticipated date of delivery of the goods but unless we agree specifically in writing, time for delivery shall not be of the essence.

5. Risk in and Ownership of the Goods

Risk in the Goods shall normally pass to You on delivery unless you have asked Us to hold onto goods on Your behalf in which case risk passes to You at the point that you instruct us to hold them for you. However, ownership in the Goods shall not pass to You until We have received in full in cleared funds all sums due to Us in respect of the Goods

Until ownership of the Goods has passed to You, You shall:

- (i) hold the Goods on a fiduciary basis as Our bailee;
- (ii) store the Goods separately from all Your other goods or those of any third party in such a way that they remain identifiable as Our property;
- (iii) not destroy or deface any identifying mark on the Goods or their packaging;
- (iv) maintain and store the Goods in satisfactory condition insured with Our interest noted on the policy where required by value, and hold any proceeds of such insurance on trust for Us and not mix them with any other funds.

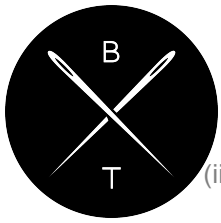
6. Warranties

We warrant that the Goods are of satisfactory quality. If You wish to make a claim under this warranty, You shall give written notice to Us within 30 days of the discovery of the defect and give Us a reasonable opportunity to inspect the Goods. Our liability under the warranty shall be limited to repairing or replacing the Goods in question or refunding the price of such Goods. Warranty claims can only be made within 6 months of purchase providing the suits are used for the purposes described at the time of order. We can give no assurance or warranty that cloth used in manufacturing the Goods will be identical in colour, shade or texture with any sample you select.

7. Returns

Since the process that we follow, at Your instruction, is one involving your careful consideration and selection of cloth and design, We shall therefore only accept returns for Goods which are damaged or defective prior to final sign off. It is your responsibility to check the goods thoroughly prior to signing them off. All goods returned to Us will only be accepted subject to the following terms and conditions:-

- (i) Returned Goods must be returned within the warranty period set out in clause 6;



- (ii) No refund or replacement can be made against Goods which cannot be confirmed as coming from You as the person who is returning them;
- (iii) Goods must be returned complete, including where appropriate all packaging in an acceptable condition. We will not refund carriage costs;
- (iv) Returned Goods must be returned to Our address stated on the accompanying invoice. We cannot be responsible for any Goods which are returned but lost in transit.

8. Limitation of Liability

Our liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the original price of the goods. Under no circumstances will We be liable to You for any consequential, indirect or economic loss.

9. Data Protection and Privacy

Where we collect Your personal data it will only be used in accordance with the Data Protection Act 1998. We shall not share it with any third party. We may use this data to contact you for any future marketing, advertising and promotional purposes. You have the right to ask us for a copy of the information we hold on you for which we may charge a small fee, and to correct any inaccuracies.

You may find links to third party websites on our website. These websites are generally and typically subject to their own privacy policies which You should check. We do not accept any responsibility or liability for those websites.

10. Force Majeure

If We are subject to circumstances outside Our reasonable control, including but not limited to war, insurrection, riot, fire, industrial disputes, civil commotion, terrorism or act of god We shall notify You and such notification shall have the effect of suspending Our obligations under this Contract until We notify you that the event of Force Majeure no longer applies.

11. General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

These Terms shall be governed by and interpreted solely according to English Law and the parties submit to the exclusive and sole jurisdiction of the English Court.