**TERMS & CONDITIONS 2018**

Kindly read through the following before paying your deposit

**THE CONSULTATION AND DESIGN**

1. Consultations happen by appointment only and must be confirmed via email.
2. To avoid disappointment please book at least 4-6 months before you’re event.

We will try our best to accommodate shorter time lines.

1. Please fill out and return our ‘Lou and Co Get To Know’ before your consultation.
2. A consultation fee of R350 is charged for a one-hour consultation which is payable before or on the day and will be deducted from your final invoice if you choose to proceed with your design.
3. We start off by discussing your ideas and needs. We want to get to know you and what you would like to create for your big day. If you’re not sure, we’re happy to make recommendations.
4. After the consultation, Natasha will illustrate 2 to 3 designs and recommend fabric options that are best suited for the style.
5. These designs and a quote will be emailed to you within 7 to 14 days after the consultation.
6. Any changes to designs will need to be discussed in person and documented via email.
7. Confirmation of style will need to be sent via email.

**COSTING & PAYMENT**

1. The client will be asked during the first consultation to indicate her budget and it will be taken into consideration during the design process and fabric sourcing.

LOU AND CO (Pty) Ltd cannot guarantee that the design and fabric will fall within the required budget, but will try as far as possible.

1. The cost of the garments are quoted based on the individuals requests and requirements and will depend on the costs of all fabrics, trimmings and labour required to complete the garment.
2. Costing and pricing will be adjusted in accordance with fabric, trimmings and labour required.
3. In the event that additional fabric, labour and fittings are needed to alter or complete the garment to the clients specifications that was not anticipated, made known during the consultation and design and or at time of quotation, the additional labour will be an additional fee of which will be decided on and invoiced before any more work is done on the dress/dresses.
4. We recommend that brides budget between R1800 – R2500 per bridesmaid for a custom made wedding garment. This is however a guideline only and is not a guaranteed minimum or maximum amount.
5. We recommend that clients budget between R2000 – R4000 for a custom made occasion garment. This is however a guideline only and is not a guaranteed minimum or maximum amount.
6. Payments are to be made via EFT.
7. A **50% (non-refundable) deposit** is required upon the placement of an order and receiving the signed terms and conditions document.

**Please make sure that the deposit is the exact amount of 50%, no more and no less.**

1. The balance of the final payment due will be invoiced and payable before final delivery/collection of the garment.

**No garments will be dispatched from LOU AND CO (PTY) LTD’s studio until payment has reflected.**

1. Full payment in advance is required for all clients not residing in the Republic of South Africa.
2. The banking details for the EFT payments are as follows:

Banking Details:

Bank: FIRST NATIONAL BANK

Branch Code: 201809

Account Number: 6271 8376 983

Account Name: LOU AND CO (PTY) LTD

Reference: Invoice number, Initials and Surname

SWIFT code: FIRNZAJJ

1. No garment will be dispatched if the balance payment has not been settled and the garment will remain the property of LOU AND CO (PTY) LTD.

**DEVELOPMENT PROCESS AND DELIVERY**

1. Upon receiving the signed terms and conditions document and proof of payment of the 50% deposit the development process will start. This includes measurements, fabric sourcing and 3 to 4 fittings depending on the design.
2. LOU AND CO (Pty) Ltd remains the owner of the raw material and garment until final payment has been made.
3. In the event that a delivery/ collection date more that 3-4 days prior to the event is required, LOU AND CO (PTY) LTD needs to be informed in writing.
4. During each fitting, LOU AND CO (Pty) Ltd will ensure that the garment fit is good and the client is comfortable. The client may give her objective opinion about the garment and it will be taken into consideration. The necessary changes will be made if the designer sees fit, keeping in mind the limitations of the fabric, design and pattern.
5. The duration of each fitting is approximately 30-60 minutes.
6. In the event that the designer anticipates that more fittings than usual are required, the client will be notified as soon as possible.
7. All garments must be paid for in full before the date of collection.
8. All garments dispatched via SOUTH AFRICAN Post or couriers become the sole responsibility of the client and LOU AND CO (PTY) LTD cannot be held liable for any loss or damage during such delivery.

**ALTERATION/CHANGES:**

1. During the construction process the designer will explain to the client what to expect and what to keep in mind (i.e. fit of the garment once completed, drape of the fabric once it has been cut etc.).
2. If the client is unsure as to what to expect at any point or has any concerns it must be made known to the designer in order for the designer to address such concerns or issues.
3. **Any alterations/changes requested by the client that deviates from the original agreed upon design will be charged for. This additional labour will be will be decided on and invoiced before any more work is done on the dress/dresses.**
4. Any alterations/changes that are required due to excessive weight loss/weight gain will be charged for as per above.

**CANCELLATION**

1. The client may cancel this contract at any time by giving written notice. The 50% deposit is not refundable, and the client shall forfeit it. All fabric purchased in the possession of LOU AND CO (PTY) LTD will be retained for services rendered that was not covered by the 50% deposit.
2. In the event of a cancellation by the client, after they’re first fitting, a reasonable cancellation fee will be become due and will be payable by the client. This cancelation fee will consider fabrics purchased, and services rendered to date of cancellation.
3. Should the client fail to make payment of any amounts due and payable in terms of these terms and conditions (including any applicable cancellation fee) LOU AND CO (PTY) LTD reserve their rights to recover such amounts owing, together with interest at the legal rate and legal costs incurred on an attorney and own client scale.

**COPYRIGHT**

1. All designs created by LOU AND CO (PTY) LTD, remain the property of the designer and may not be reproduced in any way, manner, shape or form unless with the written and signed permission by LOU AND CO (PTY) LTD.
2. LOU AND CO (PTY) LTD reserves her right to take appropriate legal action for any infringement of the intellectual property rights vested in the designs. Such legal action may include (but not be limited to) an interdict and a claim for damages incurred as a result of such infringement.

Kindly note that while we strive to create each client’s dream dress / garment we do take on a few brides’ / clients’ dresses / garments at a time. Therefore our time is meticulously allocated for every individual’s dress / garment and should unplanned changes/alterations be requested from one bride / client it will take away from the other brides’ /clients’ time and dresses / garments. We therefore ask every bride / client to be mindful of other brides’ / clients’ time and encourage them to speak up and ask questions to ensure they know what to expect rather than keeping quiet and not being happy with the outcome near the end of construction.

**CONTRACTUAL AGREEMENT:**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the client, hereby agree with all the above mentioned TERMS & CONDITIONS in respect to the brand LOU AND CO (PTY) LTD.

I accept the TERMS & CONDITIONS in respect to the brand LOU AND CO (PTY) LTD.

Date of Wedding: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; on the \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_

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Signature