

Saint Crispin Bespoke Menswear – Terms and Conditions

These Terms and Conditions are the standard terms for the sale of goods by us, Saint Crispin Bespoke Menswear of 22 Kent Road, Saint Crispin Retail Village, Northampton NN5 4DR.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Client" means you, the individual Consumer, firm or corporate body placing an Order with us. Where any person is entering into this Contract on behalf of a business, that person confirms they have the authority to enter into the Contract on behalf of that business and the business shall be the Client in the context of this Contract;

"Consumer" means a consumer as defined by the Consumer Rights Act 2015;

"Contract" means the contract for the purchase and sale of the Goods, as explained in clause 2;

"Goods" means the goods which are to be supplied by us to you as specified in our Quotation where applicable and/or your Order;

"Order" means your acceptance of the Quotation and/or order for the Goods;

"Quotation", where applicable, means our quotation for providing the Goods, which remains open for acceptance for a period of 30 days and shall constitute our entire scope of works; and

1.2 Unless the context otherwise requires, each reference in these Terms & Conditions to:

1.2.1 "we", "us" and "our" is a reference to the Company and includes our employees and agents;

1.2.2 "you" and "your" is a reference to the Client and includes your employees and agents;

1.2.3 "writing" and "written" includes emails and similar communications;

1.2.4 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.5 "these Terms and Conditions" is a reference to these Terms & Conditions;

1.2.6 a clause is a reference to a clause of these Terms and Conditions;

1.2.7 a "Party" or the "Parties" refer to the parties to these Terms & Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 No terms or conditions stipulated or referred to by the Client in any form whatsoever shall in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

1.5 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.

2. The Contract

2.1 The acceptance of our Quotation, or the placement of an Order, creates a legally binding Contract between you and us and includes the acceptance of these terms and conditions, which shall apply between us. Before accepting our Quotation or placing your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 You are responsible for the accuracy of any information you submit to us in regards to colour, style or finish and we will take your measurements ensuring that our Quotation reflects your requirements. Our Quotation is based on the information you provided to us at the time. Should any errors or discrepancies become evident which affect the price, or should any changes be required after acceptance of the Quotation, we reserve the right to make adjustments to it.

3. Description and Specification of Goods

3.1 Any samples, illustrations and photographs we may provide are used to demonstrate the quality and appearance of the materials to be used. We cannot guarantee that any Materials supplied will conform precisely with the samples due to discrepancies that may arise during the manufacturing process and differences in the colour reproduction of electronic displays.

3.2 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

3.3 All Goods are bespoke and will be produced to your specifications and requirements, therefore, please ensure that all information that you provide to us is correct, accurate and complete.

3.4 We will arrange a consultation to take your specific measurements, and the Goods will be created to this information. Where we are to work with your measurements, it is your responsibility to ensure that these are accurate and any amendments thereto shall be chargeable.

3.5 We have included for minor amendments and tailoring to the Goods, anything that we deem to be a major amendment or variation may be additionally chargeable. You shall not allow any person other than us (or a person acting under our instruction) to interfere with, modify, or repair the Goods before you have accepted the Goods. We cannot make amendments and/or tailoring should another person make changes to the Goods.

4. Orders

4.1 We cannot accept cancellations of Goods after you have accepted our Quotation as the Goods are bespoke and shall begin to be created promptly. As such, the total price of the Goods shall be invoiced and payable accordance with clause 5.

4.2 We may cancel your Order at any time before we despatch the Goods if an event outside of our control continues for more than 60 days (please see clause 10 for events outside of our control).

4.3 If we cancel your Order under sub-clause 4.2 and you have already paid for the Goods under clause 5, the payment will be refunded to you within 14 days and this shall will be confirmed by us in writing.

5. Price and Payment

5.1 Our standard payment terms include a 50% deposit as detailed in your Quotation to be made when placing your Order, and the balance due 7 working days in cleared funds) before the collection date.

5.2 The price of the Goods will be as detailed in our accepted Quotation.

5.3 Our prices may change at any time but these changes will not affect any Orders that we have already accepted.

5.4 All prices quoted include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

5.5 Payment shall be made on the due date notwithstanding that collection may not have taken place and/or that the property in the Goods has not yet passed to you.

5.6 The time for payment shall be of the essence of the Contract. If you do not make payment to us by the due date, we reserve the right to charge all business clients interest on the overdue sum at the rate of 4% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

6. Collection

6.1 We will provide an estimated collection date for the Goods. Please note that such estimated dates may vary according to their availability and circumstances beyond our control.

- 6.2 Collection will be deemed to have taken place when you (or someone identified by you) have taken physical possession of the Goods.
- 6.3 The responsibility (or the “risk”) for the Goods remains with us until they have been collected, at which point it will pass to you.
- 6.4 You own the Goods once we have received payment in full for them and once collection has taken place, whichever is the later.
- 6.5 We reserve the right to charge for storage if you fail to collect the Goods or any part of them on the agreed date.

7. Faulty Goods

- 7.1 If you receive Goods that are incorrect, damaged or faulty, you have the right to return them to us for rectification with full details of the issue. If you wish to return Goods to us, please do so as soon as reasonably possible after discovering the damage or fault, and in any event within 7 calendar days of collection, in their original condition.
- 7.2 This clause 7 only applies to Goods that are incorrect, damaged or faulty when you receive them. Faults or damage caused by normal wear and tear or improper treatment do not entitle you to return Goods under this clause 7. We may require you to prove that the Goods in question were faulty on receipt if you return them to us under this clause.
- 7.3 You may return Goods to us in person during our business hours of 9am to 5pm or you may return them by recorded delivery. For Goods returned under this clause 7, we will reimburse you for any reasonable postage costs. Please contact us in writing before arranging the delivery and we will advise how to proceed.
- 7.4 We shall arrange rectification of the Goods as soon as reasonably possible and shall notify you of the expected date of completion. Should for any reason, we fail to rectify the fault in a reasonable period, you have the right to reject the Goods and a refund shall be issued to you within 14 days of your notice to reject the Goods.

8. Confidentiality and Intellectual Property

- 8.1 Both parties agree to regard as confidential the contract and all information obtained by either party relating to the business and/or Goods and will not use or disclose to any third party such information without the other's prior written consent, provided that this undertaking shall not apply to information which is in the public domain other than by reason of that party's default.
- 8.2 You warrant that any image, document or instruction supplied or given by you shall not cause us to infringe any intellectual property rights, including any letter patent, registered design or trade mark in the execution of our services and shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of your information.
- 8.3 We reserve the right to refuse to produce or reproduce any works that in our sole opinion we deem to be of an illegal, immoral or libellous nature.
- 8.4 The provisions of this clause 8 shall survive the termination of the Contract.

9. Our Liability

- 9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We are not responsible for any loss or damage that is not foreseeable.
- 9.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 9.3 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a Consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees); or for fraud or fraudulent misrepresentation.

- 9.5 Nothing in these Terms and Conditions seeks to exclude or limit our liability with respect to your rights as a Consumer, where applicable, including your rights under the Consumer Rights Act 2015.

10. Events Outside of Our Control (Force Majeure)

- 10.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.
- 10.2 If any event described under this clause 10 occurs that is likely to affect our performance of any of our obligations under these Terms and Conditions, we will inform you as soon as is reasonably possible. Our obligations under these Terms and Conditions will be suspended, any time limits that we are bound by will be extended accordingly and we will inform you when the event outside of our control is over with details of any new dates, times or availability of Goods as necessary. If the event outside of our control continues for more than 60 days, we will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible.

11. How We Use Your Personal Information (Data Protection)

- 11.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulations 2016 and your rights under that Act.
- 11.2 We may use your personal information to provide our Goods and services to you and to inform you of new products and services available from us. You may request that we stop sending you this information at any time.
- 11.3 We will not pass on your personal information to any other third parties without first obtaining your express permission.

12. Other Important Terms

- 12.1 We may sub-contract or transfer (assign) our obligations and rights under these Terms and Conditions (and the Contract, as applicable) to a third party without your consent. If the Contract is assigned (if, for example, we sell our business), you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 12.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 12.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 12.4 No failure or delay by us in exercising any of our means that we have waived that right, and no waiver by us of a breach of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

13. Governing Law and Jurisdiction

- 13.1 These Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.
- 13.2 Any dispute, controversy, proceedings or claim between us and you relating to these Terms and Conditions shall fall within the non-exclusive jurisdiction of the courts of England and Wales.