

TERMS AND CONDITIONS

Welcome to Bespoke Mears.com

Please read these terms and conditions carefully, nothing in them affects your statutory rights.

By using the Bespoke Mears.com website, you signify your agreement to be bound by these terms.

General disclaimer

Bespoke Mears.com obtains the measurements of each customer in order to produce a fitted outfit. Bespoke Mears.com will deal with the customer's order in accordance with our obligations under the Sale of Goods Act 1979 (as amended) and the Sale and Supply of Goods to Consumers Regulations 2002

Legal Jurisdiction

All our consumer contracts are governed by English law and shall fall under the exclusive jurisdiction of the courts of England. English is the official language offered for the conclusion of the contract.

The statement of our terms and conditions of trade is in accordance with your statutory rights under the legislation above.

Terms & conditions of purchase

"Customer" means any person who is purchasing items from the Supplier.

"Supplier" means Mears Bespoke.com

Title

Title in the Goods shall not pass until the price of the outfit(s) has been paid in full for the Goods.

Supplier's Obligations

The supplier warrants that the garments description will correspond with the description logged by the customer at the time of purchase.

The supplier shall ensure that all garments/ suits supplied to the Customer are capable of being altered. There will be an additional expense in making alterations to the garments/suits specified.

The Supplier shall not be liable for the any loss or cancellation of order relating to a change in the dimensions of the customer after the order was placed.

Customer's Obligations

To enable the Supplier to perform the contractual terms and produce a high quality suit garment, the Customer must co-operate with the supplier by providing the supplier with their exact measurements/ dimensions.

The Supplier offers a professional tailoring service, therefore, if the information relating to the requested size of the garment proves to be erroneous

OR

If the Customer changes or wants to cancel or alter the size of the garment after placing the order, the following shall occur:

The Supplier will not be liable for any additional expenses incurred in altering the garment.

Our Contract

The information you give when placing an order is required for the product specification of the garment, billing, delivery purposes and for contacting you if we have a query concerning your order. When placing an order to purchase a garment from the supplier, you will be sent an email confirming receipt of the order and the order details.

A contract between the customer and the supplier will only take place once your order has been accepted and payment received.

RISK OF LOSS

All purchases made at supplier, are made pursuant to a shipping contract. By purchasing from the supplier, the customer agrees that the title to and risk of loss for such items passes to themselves upon delivery of the items.

Right of Refusal

If your card issuer rejects payment for your order you will be notified by us but no processing of your order will take place until the matter has been resolved.

TERMS AND CONDITIONS OF ORDER PLACEMENT, CONDITIONS, REFUNDS AND OTHER ISSUES

Use of this website implies that all the terms and conditions in regards to orders placed, order placement and other issues concerning orders, as outlined on the website sections of our website have been accepted and agreed to.

It is understood that an order, once it has been submitted and subsequently processed, cannot be cancelled upon commencement of the manufacturing process. Should it under some circumstances, be agreed by the supplier to cancel an order, cancellation charges and fees as there might be, would be deducted from the submitted payment before a refund is issued or a charge back made to the card used for payment submission.

All changes to an order, once the order has been processed and where a change remains possible according to the manufacturing process, will carry a £20 change fee per change, this is in addition to the difference in any charges associated with that change, be it changes to colours, fabrics, styles, sizes or any other aspect.

In the event of a product listed at an incorrect price due to a typographic error we shall have the right to refuse or cancel any orders listed at the incorrect price whether or not the order has been confirmed.

Cancellation

As we are producing a bespoke item cancellation will only be accepted within two days of receipt of that order.

Returns

As our garments are custom made we understandably cannot offer an unconditional refund guarantee. However if the garment you receive is incorrect and not as ordered we will offer a full refund or rectify the order. If your garment does not fit we will endeavour to do all we can to rectify any problem. If all else fails we will discuss with you a mutually agreeable compromise.

If you fail to take reasonable care of the goods the supplier reserve the right not to accept the return. It is the responsibility of the customer to return items to the supplier and obtain suitable insurance for the value of the goods. Please note proof of postage is not proof of delivery.

TERMS AND CONDITIONS OF DEADLINES AND DELIVERIES.

It is understood that turnaround and dispatch of the orders placed at the Supplier may vary from time to time depending on current order volumes, work schedules, fabric availability or a particular characteristic of the order placed. The Supplier will try its best to comply with the average turnaround of between 4 -6 weeks.

While, it is understood that it may take 2 to 5 working days for a carrier to deliver an order after it has left the premises of Supplier it is also understood that it may take more or less than 2 to 5 working days for actual delivery to take place. Such delays may be due to situations, events, circumstances beyond control such as recipient not being available to accept delivery, delays in transportation, acts of nature, human error, mechanical or technical

errors and faults or due customs clearance procedures and/or schedules at the country of delivery. It is therefore and in such cases understood that the Supplier will be held free of all liability.

All items need to be signed for and are sent by Courier; therefore a daytime delivery address is required.

Pricing

Every item is described as accurately as possible. If a pricing error occurs for a reason beyond our reasonable control e.g. alterations to the rate of value added tax, we will advise you accordingly.

The prices displayed on the site include VAT and delivery within the UK, there are no extra charges.

Delivery outside the UK will be charged at cost, you will be notified of the cost incurred prior to processing of your order. Any custom or import duties due when your package reaches its destination country will be your responsibility.

Payment

Payment is by Visa, Mastercard, Visa Debit, Visa Electron, Solo and Maestro.

Card payments are processed by Barclays ePDQ.

Full payment is required to process your order.

Data Protection and Privacy

We do not pass your information to any third parties. We will not hold your credit card details on file unless requested to do so by the card holder.

Registered Address

Mears Country Jackets Ltd., 10 Harrison St., Bloxwich, Walsall, West Midlands, England, WS3 3HP.

Registration No 5684459 Cardiff