

# ILA LEILA

## Terms and Conditions

### 1. Placing your order:

- 1.1 Payment of a non- refundable deposit of 50% is required at the time of ordering.

Custom made items are subject to the following conditions:

- 1.2 The payment of a deposit is an agreement between the Seller and the client to make and provide the item/s as per the agreed job brief.
- 1.3 The payment of a deposit is an agreement between the client and the Seller to purchase and complete payment for the item/s as per the agreed job brief and quoted cost/s.
- 1.4 The Seller reserves the right to adjust the final cost of the item/s in response to market changes but agrees to limit this adjustment, if and as required, to no more than 10% of the original quoted cost.
- 1.5 The Seller agrees to consult with the client in a timely fashion should an adjustment in price be required. The client agrees to respond and provide instructions to the Seller within one week (7 days) of receiving this advice.
- 1.6 During the consultation process, the Seller agrees to faithfully record the ideas and design directives of the client, in conjunction with the Seller's own design advice.
- 1.7 The Seller agrees to regularly consult, if and as required, with the client during the manufacturing process.
- 1.8 The client agrees to regularly consult, if and as required, with the Seller during the manufacturing process.
- 1.9 Any/all design change requests made by the client in regard to the finished item/s, will be at the client's cost.
- 1.10 If the changes requested by the client were recorded and formed part of the original and agreed to design plan but can be shown to not be reasonably represented in the finished item/s, then the costs of these specified changes will be covered by the Seller.
- 1.11 The client agrees that all designs, plans, ideas and images directly associated with the making of a bespoke item by the Seller remain the intellectual property of the Seller.
- 1.12 The client agrees that all designs, plans, ideas and images associated with any item/s made by the Seller are exclusive property of the Seller and are subject to the standard legal protection and rights as intellectual property (Trade Marks act 2002).
- 1.13 The terms of any/all privacy agreement/s between the Seller and the client are to be agreed to by both parties at time of ordering and on payment of the non-refundable deposit.
- 1.14 Due to the costly and labour-intensive nature of bespoke and custom-make manufacturing, the Seller reserves the right to refuse to accept, or to cease working on, any order if the terms and/or the intent of this agreement are breached in any way by the client.
- 1.15 The Seller understands their responsibilities as a trader and abides by the principles of the Consumer's Guarantees Act (1993) and the Fair Trading Act (1986).
- 1.16 Both parties' agree that this is a fair and binding terms of sale document as discussed and agreed to at time of order.

## 2. Payment details:

2.1 The following are approved methods of payment for orders:

- 1 Full advance payment by BACS transfer (see invoice for bank details)
- 2 PayPal a 4% fee will be added with all PayPal transactions

Please note: Goods are despatched only after full payment plus postage is made. We do not entertain credit agreements.

## 3. Payment terms:

3.1 A 50% deposit is required to commence all custom orders. Orders will not be processed until the deposit has been received.

Please note that production lead times commence only when we have received the initial 50% deposit. It is the customers responsibility to ensure this is paid in a timely manner.

## 4. Cancellations:

4.1 Customers that cancel orders after Ila Leila Samba Costumes has received the deposit will forfeit the 50% deposit.

## 5. Shipping and delivery:

5.1 Production times vary per garment, as a general guide:

Full samba costumes: 6-8 weeks production time with 7 days shipping

Accessories: 4-6 weeks with 2 weeks shipping

5.2 Import duties and taxes are to be paid by the recipient on arrival of goods in the destination country. Ila Leila Costumes is NOT responsible for paying these fees.

## 6. Returns and repairs:

6.1 Once orders have been confirmed for custom made items they cannot be cancelled. Please ensure your order is correct before placing.

6.2 Any errors, defects or shortages need to be reported to Ila Leila Samba Costumes within 7 days of receipt of goods. Ila Leila Samba Costumes will endeavour to correct any faults on our side. To return faulty garments, please send an email ([info@ilaleila.com](mailto:info@ilaleila.com)) and we will advise you on how to proceed.