



INFORMATION AND TERMS AND CONDITIONS FOR YOUR CUSTOM GARMENT(S)



Thank you for choosing to support an independent business by commissioning your own luxury, bespoke clothing. Together, we can embark on a journey to bring a beautiful and unique garment to life, perfectly tailored to flatter your body and express your individuality. We are dedicated to the delicate charm of good design, the thrill of extravagance, enduring quality, and the confidence that the perfect fit bestows.

At the centre of this process is you, our customer. The custom pieces we design and create exclusively for you require special attention to detail – and that means *working with you* to bring your dreams into reality.

Your satisfaction is our true goal, so please take a moment to read through the information below. This information will let you know what to expect on your journey with us, in regards to services available (and their fees). *We strongly believe in being honest and upfront about our prices and what's included or excluded.* By providing this information we are ensuring that there are no surprises.

Vanyanís provides a service making exquisite custom garments. You are contracting with us for our services. The initial consultation (held at our studio) is free of charge and there is no obligation for you to commission any work. All prices listed in this contract are in Australian dollars (and are current at December 2014).

Quotations (valid for 28 days)

1. The initial quote given is in consideration of the information you provide at the initial consultation (e.g. fabric preferences, design, embellishments etc). Should any changes to the design develop, the quote will change.
2. Your commission timeslot will only be secured once your deposit has been paid. We serve our customers on a 'first come, first served' basis. Your place in our schedule cannot be secured without payment of the deposit.

Deposits

1. As our schedule is very full, and often booked out months in advance, your place in our schedule can only be confirmed upon payment of the initial deposit. For bridal this is 20% and for all other garments, 10%. We work on a 'first-come, first-deposit-paid' basis. The 'queue' deposit counts towards the total cost of your commission, with a full deposit to the value of 50% of your commission payable before commencement of work (the initial deposit counts towards the 'full deposit').
2. Payment of the deposit will confirm your acceptance of these terms and conditions. Unfortunately, the deposit is not refundable in the event of cancellation.
3. Vanyanís will have no obligation to commence work on any item until we receive from you a signed copy of this document together with the requested 50% deposit payment and any materials that you are providing or payment for agreed upon materials.

Working Together

1. We take great pride in our work and strive to provide an exceptional product and service for our valued customers. We are thrilled that you have chosen us to make you a luxurious garment and we promise to do all we can to make your experience a positive and memorable one.

2. We are ready to be flexible to ensure your garment(s) are made to your satisfaction; if your vision of your garment(s) has changed once work has started, expect to renegotiate the time schedule and price for these changes. Additional work will be charged at the rate of \$50 per hour. We want to hear your thoughts and will work with you to get the best possible results -- we aim for perfection, always!
3. If you have any concerns about fit, garment design, or anything else during the process, please raise them as soon as possible. Once the garment is finished and you have paid for it, it is deemed that it fulfils the contract and you have accepted it as it is. We encourage your feedback as we work hard to make you happy.

Deadlines

1. We will do our utmost to meet deadlines if you tell us about them at the initial consultation. However, unless it is stated explicitly in this contract, time shall not be of the essence in performance; bespoke clothing is a luxurious and time-consuming endeavour with most garments taking around 12 weeks. Sometimes longer wait times may apply due to our workload but we will advise you of this at the initial consultation.
2. Completing your order on time may require you to provide us with certain necessary information (such as measurements), approve mock-ups or photographs, attend fitting sessions, or to complete scheduled payments on time.
3. Unfortunately, if you unreasonably delay in meeting any necessary requirements, we may cancel your order and apply our cancellation policy, or we may change the completion date at our discretion so as not to inconvenience our other waiting clients.
4. If you have to cancel a fitting appointment, scheduling a replacement may be affected by other work commitments, and may affect any deadline.
5. Acceptance of urgent work is at our discretion and will attract a premium charge. We understand the importance of punctuality and refuse to disappoint once commissioned, therefore we will not accept urgent work if we do not feel certain of meeting your deadline.

Refund Policy

1. Unfortunately, we do not provide a refund if you have simply changed your mind about an item you have fully paid for.
2. However, we will happily provide a refund, exchange or repair as required under law: consumerlaw.gov.au/content/acl_resources/downloads/ACL_refund_returns_sign.pdf.

Cancellation Policy

1. A 50% deposit is payable at the time of booking to enable commencement of work on your order, to the exclusion of any other potential customers.
2. Unfortunately, this deposit is not refundable in the event of cancellation.
3. We will happily refund any payments made over this amount minus our reasonable costs for:
 - a) work already commenced (including concept design, measurement and cutting) charged at our standard hourly rate (\$50/hr); and
 - b) materials purchased for your order.
 - c) In this instance, we will provide you with an itemised account of any costs incurred.
4. However, completed orders will incur full payment.
5. Any materials you have supplied will be returned to you (at your expense, if applicable), once any outstanding payments have been received.
6. Regretfully, forfeited deposits cannot be counted as 'credit' toward future orders.

Measurements

1. Lowana (designer) will take a complete set of measurements at the time of order and will make the garment(s) according to these measurements. Her expertise in taking measurements for the creation of unique patterns is part of the service

2. For 'long distance' fittings, measurements will be supplied by the client. Your pattern will be made to the measurements you provide and we cannot accept responsibility for the accuracy of measurements taken. Please take measurements over the undergarments and/or clothes you intend to wear with your garment.
3. Where a weight loss plan, pregnancy, or illness/recovery is a factor, please let us know so that we may plan your garment(s) appropriately.
4. If a dramatic weight loss or gain occurs in between fittings, you will be charged for any extra time spent creating additional mock ups/patterns or making changes to your garment.

Fittings and Appointments

1. Lowana sees clients by appointment only. Fittings are held in our studio (located in Yarra Glen, Victoria, Australia). Fittings may be held at a location more convenient to you, but will incur a travel charge of \$50 per hour from our studio to your location and back. The fitting itself is not charged.
2. You must bring to any fitting appointments the underwear and shoes that you intend to wear with the completed garment. The fitting may not proceed otherwise, resulting in an extra charge of \$50. (We will advise you at the first meeting when it will be necessary for you to bring these items).
3. We are able to conduct fittings between 10am and 6pm. Fittings outside these times can sometimes be accommodated, by special arrangement only.
4. Appointments last up to an hour from the appointment time. Longer appointments may apply for the fitting of multiple or complex garments. Expect several fittings; garment(s) take time, skill and patience.
5. Please come to your fittings alone, unless arranged prior. Unexpected additional people cannot be accommodated in our small studio and will be asked to wait elsewhere.
6. Please phone (0448 877 687) or email (lowana@vanyanis.net) at least 48 hours in advance to cancel appointments; missed appointments will incur an additional charge of \$50.

Long Distance Fittings

1. We will post a *toile* (mock-up) of your garment to you. Postage is at your expense. We will send with your *toile* instructions on how to make adjustments to the fit as well as some pins for you to work with. We encourage you to draw on the calico any changes you would like (to the neckline, for example). It will be necessary to post the *toile* back to us so we may make any necessary changes to the pattern before starting work on your final garment. We recommend getting a friend or family member to assist you.
2. Please wear the undergarments and/or clothes you intend to wear with your garment when you are fitting your mock-up.
3. Please take photos once you have pinned any adjustments (front, back, side) of yourself in the *toile* and email them back as they will be of great assistance to help with the fit of your garment.
4. Every care will be taken to ensure that your garment is made to your specifications. Please be aware that as the designer cannot personally measure or fit you, the fit of your garment is largely your responsibility. We aim for perfection always, so we will make the process as easy as possible and will be available to help via phone, email or Skype.

Materials (fabrics/trims/embellishments etcetera)

1. If you need assistance picking out the perfect fabric and live in the Melbourne area, Lowana can accompany you to some of the fabulous local fabric stores for a \$50 call out fee for the first hour (then \$40/hour-charged in 15minute increments). This is a great way to shop as Lowana has the experience to help you find the perfect fabrics! We can plan a 'shopping trip' and visit as many stores as necessary until we find what you want.
2. If you wish for us to source materials for you, we would be delighted to assist you our rate of \$50/hour.
3. For our 'long distance' clients, after getting a brief from the client in regards to fabric colour/preferences, we are able to email photos of fabric swatches for you to choose from. If you wish for a selection of fabric swatches to be sent to you, you will need to cover postage expenses.
4. Where you supply materials, it is your responsibility to ensure that they are fit for the intended purpose. We reserve the right to refuse to work with unsuitable materials. Lowana is available to advise and recommend

suitable materials (included as part of the service). If you insist on a fabric that is inappropriate, there can be no guarantee of a satisfactory final result.

5. You should buy no less than the quantity of fabric required for your garment(s) as advised by us. Inadequate amounts will affect our ability to complete the garment(s) as agreed upon in this contract. Any large pieces of excess material will be returned to you with your completed garment(s).
6. Any leftover materials supplied by Vanyanís will remain our property. You will only be charged for what is used in your garment(s).

Patterns

All patterns drafted for your garment(s) will remain the property of Vanyanís and are not for sale. Patterns are kept on file for 12 months and should you wish to order another garment made with the exact same pattern a discount will apply to your future order.

Payment and Collection

1. We generally accept payments in 3-4 instalments, depending on the total value.
2. Payment is accepted by one or a combination of the following means: Cash, Direct Deposit (AU only) or PayPal.
3. Once payment dates and amounts have been agreed upon it is your responsibility to make payments on time. Just as you are counting on the on-time completion of your order, we are counting on your on-time payment. Payment dates will be included in the contract under '*details of any special instructions or conditions*'.
4. We understand sometimes things come up and you may need to change a payment date. You must let us know in advance so a new payment date can be arranged. If you miss one payment *without* contacting us within 7 days then we reserve the right to apply our cancellation policy.
5. Due to our busy schedule and extensive waiting list, any delay in payment will result in your order being put on hold. A new completion date will be at our discretion as we cannot be expected to delay other clients' orders. Orders can only be held for a maximum of three months before our cancellation policy comes into effect.
6. Payment in full is required before the garment(s) may be collected or despatched. No exceptions. (*Funds must land in our bank account prior to collection of completed garment(s). A 'transaction receipt' will not be accepted as form of payment. Please allow up to 3 business days for Direct Deposit transfer.*)
7. Upon collection or delivery, you should confirm that the garment(s) are as ordered and sign and return the *Certificate of Acceptance*. If for any reason you are unable to sign the certificate on delivery, you must notify us within three days of delivery of any alleged defect or failure to comply with instructions, or it shall be deemed that the garments have been made in accordance with your instructions, are free from any defect and that you have accepted them.

Garment Care, Repairs and Alterations

Once you have signed the *Certificate of Acceptance* and taken/received your completed garment(s), they are your responsibility. If in future your garment requires modification, alteration or repairs (due to general wear-and-tear or damage) we would be happy to assist you at our standard hourly rate. It is your responsibility to care for your garment and adhere to any care instructions as advised by Lowana O'Shea/Vanyanís (included with the *Certificate of Acceptance*). If damage occurs because you did not follow our instructions any repairs are at your expense. If any damage occurs to your garment as a result of our craftsmanship it can be repaired free of charge, at our discretion. Every care is taken to ensure your garment(s) is of the highest quality. Please treat it with care and understand that as a garment of use, it will not remain pristine forever.

Thanks for reading, we really appreciate you taking the time to understand all the information included in this document. We've found over time that our customers really appreciate our openness in this manner.

I.....(commissioning agents name), **have read, understood and agree with all terms and conditions outlined in this document.** Signature..... Date.....