

Treasured Possession - Terms & Conditions of Cleaning

1. Formation of Contract

- 1.1. This document states the terms & conditions under which Etail Direct Ltd t/a Treasured Possession ('the Supplier') agrees to clean garments for its customer ('the Owner'). These terms state the whole of the bargain, excluding all other terms (including any otherwise implied), and may only in varied in writing signed by both parties. This contract is governed by English Law and the parties submit any disputes to the jurisdiction of the Courts of England and Wales.
- 1.2. Supplier is entitled to treat the garments as if they are Owner's property at all times, even if in fact Owner deals with any garment as bailee for their actual owner. Owner will deliver the garment into the Supplier's possession, and authorises the Supplier to take possession of the garment, to do all things necessary to clean the garment by the method reasonably deemed most suitable for the type and construction of the garment, and according to the manufacturers label, if any, and then to return the garment to the Owner boxed, pressed and protected - all as outlined in these conditions. Time shall not be deemed to be of the essence.
- 1.3. Full payment of the cleaning charges are required (in advance) on the placing of the Order, and the Owner authorises the Supplier to deduct any such charges directly from the Owner's credit or debit card.
- 1.4. Orders are non-cancellable once made; in the event of an order being cancelled prior to cleaning then the Owner will still bear the full cost of the order.

2. Collection and Delivery to and from Supplier and Owner

- 2.1. Owner will remove from garment all attachments that are not suitable for cleaning, including all: buckles, buttons, sequins, crystals, beading, belts, brooches, badges etc. (this list is not exhaustive) and also all items in pockets (regardless of their suitability for cleaning).
- 2.2. All garments must be sent as per the instructions given during the ordering process. Charges include standard next-day delivery & collection by third party carrier to most of mainland UK; there may be additional delays and carriage charges to be added to the Owner's order for parts of Northern Ireland, Northern Scotland, Isle of Man, Isle of Wight and South Western Cornwall (the Owners in these areas must check for additional carriage costs before order). Deliveries will be made between 9am and 5.30pm on the delivery date. Supplier will seek to arrange collection or delivery on any working day that Owner requires, by courier, as long as Supplier has a minimum of 36 hours notice. **However Supplier does not accept responsibility for any failure to collect or deliver by any third party carriers; disputes concerning delivery or collection should be taken up with the carrier concerned.**
- 2.3. The customer must ensure that their garment(s) are packaged for collection in a suitable cardboard box and clearly labelled with the Treasured Possession delivery address: Treasured Possession, 1 Clayton Avenue, Townsend Fold, Rawtenstall, BB4 6EW
- 2.4. The Supplier requires that the Owner retains for up to two months as evidence that the collection was successful the consignment note given to the Owner by the carrier, signed by the Owner.
- 2.5. In the event of a "failed collection" or "failed delivery" the Owner will be wholly responsible for contacting the Supplier to make alternative arrangements, and will be liable for any costs incurred. The Owner authorises the Supplier to deduct any such costs directly from the Owner's credit or debit card.

3. Refunds, limitations and guarantees

- 3.1. It is Owner's responsibility to ensure that garments delivered are suitable for dry cleaning. Supplier will endeavour to dry clean any garment which is reasonably dry-cleanable, but reserves the right to return without cleaning (and without other refund) any garment delivered that is reasonably considered unsuitable for dry cleaning.
- 3.2. Supplier will dry clean cleanable garments by the method reasonably deemed most suitable for the type and construction of the garment, and in accordance with the manufacturer's label, aiming to ensure a reasonable quality finish where possible.
- 3.3. Owner will not seek to hold Supplier liable for any losses caused or failure to clean by any process selected and applied in good faith where:
 - 3.3.1. there is no manufacturer's label
 - 3.3.2. the manufacturer's label states incorrect / inaccurate data
 - 3.3.3. items mentioned in clause 2.1 are not removed prior to delivery (including damage to them, or caused by them, if they are put through the cleaning process).
 - 3.3.4. stains are actually unable to be removed by the cleaning process.
 - 3.3.5. cleaning actually brings stains on to the fabric e.g. grease stains brought to the surface by the cleaning.
 - 3.3.6. any creasing is caused by the boxing or delivery processes.
- 3.4. The Supplier does not accept responsibility for any failure:
 - 3.4.1. to collect or deliver by any third party carriers (all disputes concerning delivery should be taken up with the carrier concerned).
 - 3.4.2. by Owner to allow collection or delivery back on time by carrier.
 - 3.4.3. by Owner to follow instructions about sending items in any other way than as explained during the order process, or as outlined in these conditions.
- 3.5. In all other cases Supplier's liability for items Supplier loses or damages will be as per TSA Fair Compensation guidelines, limited to the market value of the garment, which (in the case of wedding dresses) shall be limited to 50% of the lower of: the price Owner paid for the dress; or the new value of the wedding dress stated when placing the

Order; or the dress's list price.