

## **Made 4 U Especially Terms and Conditions of Business for personal service:**

Made 4 U Especially provides a service making custom garments/products to your instructions: You are contracting with us for our services. We will not infringe on copyrights, trademarks, or patents. All work is custom and unique.

The initial consultation is free of charge and there is no obligation on you to commission any work. Calculations for fees include: Labor at \$35 per hour, shipping charges (if any), special conditions stated at the time of consultation, and any materials, patterns and notions not supplied by the client.

### **Commissioning work:**

1. I will have no obligation to commence work on any item until I receive from you a signed copy of this document together with the requested deposit payment and any materials that you are providing.
2. Payment of the deposit will confirm your acceptance of these Terms and conditions.

### **Quotations:**

1. Information made available to me at the time of quotation is the sole basis for the creation of the quotations and the quotations are subject to change if there are any errors or omissions in this information.
2. Later changes to your instructions will require extra work and so incur additional charges. Such additional work (and any other work which you instruct me to carry out other than that specified in this contract) will be charged at a rate of \$35 per hour.

### **Deadlines:**

1. I will use my best endeavor to meet deadlines if you tell me about them at the initial consultation and provided you co-operate fully in terms of making decisions quickly and making yourself available for fittings. However, unless it is stated explicitly in this contract, time shall not be of the essence in performance.
2. If you have to cancel a fitting appointment, scheduling a replacement may be affected by other work commitments, and will negate any deadline.
3. I shall not be liable for any default due to any act of God or other event beyond our reasonable control.
4. Acceptance of urgent work is at my discretion, and I will do it on a best endeavor basis and the work will attract a premium charge of \$35 per hour plus materials and overnight shipping (if needed).

### **Late cancellation fees:**

Late cancellation of an order will incur an appropriate fee at the rate specified above for time spent together with charges for any patterns, fabrics, notions, or other items purchased on behalf of the customer, and any stock items used, at cost. This includes time spent on historical or fabric research. Cancellations made after the fashion fabric has been cut to customer specifications will incur the full contract price for the work cancelled (and we agree that in the event of such a cancellation the full contract price shall be deemed to be the quantum of damages). All items purchased on behalf of the customer will be returned to the customer on payment of the cancellation fee, if the customer so wishes.

### **Measurements:**

1. I will take a complete set of measurements at the time of order and will make the garment(s)/product(s) according to these measurements. I do not make precision fit garments/product(s) to measurements taken by any other person, unless it is by my expressed permission and done by an experienced sewer. It will therefore be necessary for ALL persons being outfitted to attend at the time of order, or within 14 days.
2. Where a weight loss plan, pregnancy, or illness/recovery is a factor, please let me know so that I may plan your garment(s) appropriately.
3. If you need me to take measurements for precision fit garments elsewhere, there will be an additional charge for travel @ 31 cents per mile, time, and incidental expenses such as tolls [ if necessary].
4. I will not accept garment measurements given in "ready to wear" sizes, as they are not consistent or accurate. Only Completed Measurement sheets with accurate measurements taken by myself or permitted agent will be accepted at the time of commission.
5. For large orders (such as bridal parties, stage costumes, liturgical dance wear), all sizes must be submitted a minimum of two (2) months and a maximum of 6 months prior to the usage of the order or it will be considered an "urgent" project and incur a premium price.
6. I will not accept "approximate" measurements for home décor. All measurements are to be supplied as accurate as well as a photo of said item. It is understood that Bed sizes are standard and can be accepted as such, but all other home décor must be given in actual measurements, not as finished measurements.

### **Appointments:**

I see clients by appointment only.

(For garment orders)

1. 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 extra charges at the rate specified above.

2. Appointments last up to an hour from the appointment time. Longer appointments may apply for the fitting of multiple garment orders. Most fittings take under 30 minutes.

3. Please telephone at least 24 hours in advance to cancel appointments; missed or late appointments will incur extra charges at the rate specified above.

(For home décor orders)

1. You must be present at the time of the consultation appointment time agreed upon, whereas all pictures, patterns and conditions will be discussed. Any changes to order after initial consultation must be discussed in a timely manner or it will incur a premium fee.

2. Measurements will be taken at the agreed upon initial appointment, unless Measurements are supplied by agreed upon agent by mail or online.

3. I will not accept "approximate" measurements for home décor. All measurements are to be supplied as accurate as well as a photo of said item. It is understood that Bed sizes are standard and can be accepted as such, but all other home décor must be given in actual measurements, not as finished measurements.

4. Please telephone at least 24 hours in advance to cancel appointments; missed or late appointments will incur extra charges at the rate specified above.

### **Patterns & Materials:**

1. Where you supply patterns or materials, it is your responsibility to ensure that they are fit for the intended purpose. I reserve the right to refuse to work with unsuitable materials.

2. Patterns provided by you should correspond to actual measurements, not ready to wear sizes. If you supply the wrong pattern size, extra costs will apply to cover redrafting the pattern or purchasing the correct sized pattern. A set of measurements and a chart can be provided at the initial consultation, for a small fee. This will be refunded should you commission the garment.

3. You should buy no less than the quantity of fabric specified on the pattern. Inadequate yardage will prejudice my ability to complete the garments as specified by the pattern. I will return any large pieces of excess material to you with your completed garment(s)/product(s) unless otherwise stated in Certificate of Acceptance and initialed by you as agreed upon.

### **Fitting, collection & payment:**

1. Please respond to a request for fitting or collection within one week; I will start to charge you for storage at 10.00 per week per garment after two weeks, as space is at a premium. Starting 2nd day of scheduled pick up/delivery.

2. Payment in full is required before the garment(s) may be collected or dispatched.

3. Part payment may be required at fitting stage if an order is large, there is to be deferred completion or we have difficulty contacting you for a fitting. Large in this context means the contract is of a value of \$300 or more.

4. Payment for fabric ordered on your behalf must be made upon placing your order (in addition to the deposit).

5. For orders of \$300 or more I may ask for payment by installments. I will require the final installment before collection or dispatch of the garment(s)/product(s). Installment dates will be included in the contract under Details of any special instructions or conditions.

6. By Dispatch, it is understood that it is mailed/shipped to your home address. No post office box will be supplied as your mailing address as that some delivery services do not deliver to post office boxes. All shipping charges are included in the initial contract fee. Any additional shipping conditions added after the initial contract fee calculation is the sole responsibility of the client unless otherwise agreed upon and stated in the Certificate of Acceptance.

7. Payment is accepted by one or a combination of the following means:

- Cash (only in person) • Pay Pal • Money orders

Upon collection or delivery, you should confirm that the garment(s)/product(s) are as ordered and sign the certificate of acceptance. If for any reason you are unable to sign the certificate on delivery, you must notify me within 3 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. Where payment is made upon collection it shall be deemed that the garments(s)/product(s) have been made in accordance with your instructions, are free from any defect and that you have accepted them. All other warranties, whether express or implied, by statute or otherwise are excluded to the fullest extent permitted by law.

In the event of any breach of contract, your remedies shall be limited to damages and the quantum of damages for any breach shall be limited to the price of the garment(s)/product(s) made by me and, if not included in the price, the cost of reasonably equivalent materials (excluding delivery charges). Such Contract between us shall be treated as though it were executed and performed in the State of New Jersey, United States of America, and shall be governed by and construed in accordance with the laws of the said state. Any cause of action of the Customer with respect to services ordered from

Made 4 U Especially must be instituted within four (4) months after any purchase or be forever waived and barred. All actions shall be subject to the limitations set forth in the terms and conditions as

provided in this document. The language used herein shall be interpreted as to its fair meaning and not strictly for or against any party. All legal proceedings arising out of or in connection with this contract shall be brought solely in the State of New Jersey, USA and the Customer expressly submits to the jurisdiction of said courts and the Customer consents to extra-territorial service of process. Should any part of this contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with Made Especially 4U is in conflict or inconsistent with this Contract, this contract shall take precedence and any representations which may have been made explicitly do not form a part of the contract nor have they induced you to enter into it. Failure of Made 4 U Especially to enforce any provision of this contract shall not be deemed a waiver of such provision nor of the right to enforce such provision. Nothing in this contract should be deemed to remove any of your statutory rights as a consumer.