

Please note, paying your deposit constitutes agreement to these terms and conditions.

ORDERING PROCESS:

Inquire for Availability/Pay Deposit

The Buyer places their order with Premier Designs (herein known as "the Company") and pays the agreed Deposit. This reserves your spot. Actual delivery date may vary. Orders placed for a major competition (Oireachtas, Nationals, or Worlds) are guaranteed to be shipped in time. We do not guarantee delivery for feisana or other performances.

Design/Measurements/Select Design

The Buyer may have a consultation with the Company on site or by email. If by email, The Buyer must provide measurements and design specifications through email. The Buyer must provide their home address including; postcode, email address, telephone and mobile numbers to the Company.

Upon acceptance of the order, the Company will email the Buyer a form to complete detailing their color and design preferences ("Preference Form") and a form in which the Buyer must detail precise measurements for the Costume ("Measurement Form"). The Preference Form and the Measurement Form must be completed and returned to the Company by the Buyer within 7 days of receipt in order for the Company to fulfil the estimated date of dispatch.

The Company will aim to adhere to the Buyer's colour and design preferences but reserves the right to modify colours and designs to maintain the styling and colour balance of the Costume. It is the responsibility of the Buyer to ensure that the Costume measurements provided to the Company are accurate and that it has provided comprehensive colour and design preferences to the Company, including any specific dislikes. The Company will not be liable in the event that the measurements provided are incorrect or if detailed design and colour preferences are not provided to the Company.

Manufacture of the costume will take a minimum of 6 weeks from agreement of measurements and design.

Once the manufacture of the costume has commenced it is not possible to alter the design.

All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Costume described in them. They shall not form part of the contract and this is not a sale by sample. Each Costume is individually designed to the Buyers requests, measurements and design.

The Company reserves the right to use its Costume designs for publicity purposes.

Final Details/Payment

Full payment must be received by the Company in advance of the Costume being dispatched.

The Company's preferred courier is United Parcel Service and their current average costs are in the region of:

1. USA Shipping, including Insurance, \$70
2. Canada Shipping, including Insurance, \$85
3. Other countries: contact us for a quote

Any dates specified by the Company for delivery of the Costume are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no such dates are specified, delivery shall be within a reasonable time. The Company has no control over custom delays or charges and shall not be held liable for any such delays or charges. Any expedited charges will be the responsibility of the buyer. Delivery for major competitions (Oireachtas, North Americans, Worlds) is guaranteed if requested and agreed.

Once the Costume has been dispatched by the Company it becomes the property of, and is at the risk of, the Buyer. The dispatch from the Company's

place of business shall be conclusive evidence of the receipt by the Buyer of the Costume unless the Buyer can provide conclusive evidence proving the contrary.

Payment of the Costume is due in US Dollars upon receipt of the invoice.

No payment shall be deemed to have been received until the Company has received cleared funds.

Delivery of the Costume will take place only when payment has been received.

Delivery

If for any reason the Buyer fails to accept delivery of any of the Costume, or the Company is unable to deliver the Costume on time because the Buyer has not provided appropriate instructions, documents, licenses or authorizations:

1. risk in the Costume shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
2. the Costume shall be deemed to have been delivered; and
3. the Company may store the Costume until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

Deposits and Cancellations

Deposit: The Company requires a non-refundable deposit of:

\$500 USD for each Dress

\$200 USD for each Vest/Jacket

Cancellation: Payment of the deposit constitutes an order forming the contract, and as such is subject to administration charges. On cancellation of an order all materials and monies paid (including the Deposit) shall remain the property of the Company. Cancellations after the costume is complete will forfeit deposit and costume will be sold at the Company's discretion.

Price

Each Costume has a flat rate price according to the following factors:

1. Age
2. Size
3. Collection choice: Classic, Champ or Couture
4. Crystals

If you require a quote prior to placing the deposit please provide age, chest measurement, and collection choice. Flat rate prices do not include shipping, crystals, headpieces, multiple capes. Crystal packages are customized to each dress and shall be determined near completion of the costume. Average crystal costs are:

1. Basic: \$400
2. Moderate: \$600
3. Glam: \$800

Additional costs not included in flat rate price:

- Headpiece with crystals \$75
- Spare cape \$75
- Kick pants \$25

The price for the Costume shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts shall be borne by the Buyer.

Quality

The Company warrants that on delivery, (subject to the other provisions of these conditions) the Costume shall:

1. be of satisfactory quality
2. be reasonably fit for purpose as competitive Irish Dancing Costumes.
This does not include alterations due to not having a fitting.

The Company shall not be liable for a breach of any of the warranties unless:

1. the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 48 hours of

delivery.

2. the Company is given a reasonable opportunity after receiving the notice of examining the Costume and the Buyer (if asked to do so by the Company) returns the Costume to the Company's place of business at the Buyer's cost for the examination to take place there

Fit

We are proud of our process and craftsmanship, however, unless you are able to come to our studio for measurements and fittings, we are unable to guarantee a perfect fit. You may need to take your dress in for minor adjustments. This is completely normal for any garment received without fittings. If you are able to come to our studio we can do the alterations at the buyers cost, but it is not practical to accept alterations based off photos (If you came in for a fitting and still need alterations immediately after delivery there will not be any charge). If you need alterations and are not able to come in, please contact us if you need recommendations for a local seamstress. Unless we regard the alteration as a technical error on our part, we do not cover local dressmaker costs. Any defect in craftsmanship must be brought to our attention within 24 hours of receiving the dress. Please remember, these are costumes created for the stage, we specifically craft them for easy alterations; they should not be compared to other garments such as street wear or bridal gowns.

Limitation of Liability

Due to the delicate nature of the fabrics used in production of the Costume, the Company cannot be held responsible for any damage caused by normal wear and tear after receipt of the Costume by the Buyer.

Damages due to ill care will not be compensated.

Thank you for choosing Premier Designs