

Our Terms & Conditions

Please read & understand before purchase.

1. These terms

1.1. What these terms cover.

These are the terms and conditions on which we supply products to you.

1.2. Why you should read them.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us.

2.1. Who we are.

We are Gina Lou Limited t/a Gina Lou Bridal (Gina Lou Bridal), a company registered in England and Wales. Our company registration number is 12914064 and our registered office is at 359 Yardley Road, Yardley, Birmingham, England, B25 8NB.

2.2. How to contact us.

You can contact us by writing to us at brides@ginaloubridal.com or at Gina Lou Bridal, Heath Farm, Alcester Road, Wythall, B47 6AJ

2.3. How we may contact you.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. "Writing" includes emails.

When we use the words "writing" or "written" in these terms, this includes emails.

3. Payment

3.1. On ordering, a minimum deposit of 50% is required on all gowns. All accessories and other products must be paid in full at the time of purchase.

3.2. Until full payment of the order has been made all items remain the property of Gina Lou Bridal and cannot be removed from the premises.

3.3. Where only a deposit has been paid, the full balance of the order value must be paid within 7 days of the gown arriving at the boutique or on the fitting date, whichever is earlier.

3.4. Sale gowns are sold as seen and are final sale only.

3.5. All items purchased are non-returnable/refundable.

4. Our contract with you

4.1. Accepting your order.

Our acceptance of your order will take place when

- i) you have paid a deposit equal to 50% of the full purchase price of the products and
- ii) we tell you that we are able to provide you with the product, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.

4.2. If we cannot accept your order.

If we are unable to accept your order, we will inform you of this and will not charge you for the product and refund any deposit taken. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified in your original order.

4.3. Deposits.

Deposits are non-refundable unless we cannot accept or fulfil your order. The deposit cannot be transferred to another person or item.

5. Product descriptions and measurements

5.1. Products may vary slightly from their pictures.

The images of the products in our brochure or on our website or in any other promotional materials are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure or on a sample swatch accurately reflects the colour of the products. Your product may vary slightly from those images or samples. All of our products are individually made to order with many items being made by hand, due to the nature of human involvement there may be slight variations from time to time. Our products are made of luxurious and delicate fabrics and are intended for use on special occasions only, care must be taken while handling and wearing to avoid excessive wear and damage. All gowns are ordered in standard sizing which is different to high street sizes and are made to order not made to measure.

5.2. Making sure your measurements are accurate.

Ordered gowns are purchased on size only, based on the largest of bust, waist or hip measurements. Once measurements and sizing have been taken for your order, Gina Lou Bridal cannot and will not accept any responsibility in respect of any weight loss/gain or any other changes in your measurements, body shape and sizing (for example due to pregnancy). If your measurements and sizing change it will be your responsibility to notify us, in which case we will confirm if further alterations can be made prior to delivery and what the estimated additional costs will be.

6. Timing.

6.1. We will measure each person for each order and advise on the size to be ordered.

If the bride is not happy with the sizing they must inform us at the time of order. We will not be responsible for any sizing discrepancies after this time. If the bride defers being measured to a later date it will be the customer's responsibility to ensure that such measurements are taken in good time for the products to be ordered and delivered in time.

6.2. Additional costs.

6.3. Orders for gowns, which are not of a standard length or measurement, may be subject to a surcharge, the amount of which may not be known at the point of order. The finished measurement of a "special length" dress can vary by 1" either way. A surcharge of up to 30% will apply for this requirement.

7. Guidance.

7.1. At Gina Lou Bridal we provide guidance in the choice of design, size, colour and measurements we do so without any liability.

8. Providing the products.

8.1. Delivery costs.

The costs of delivery (if applicable) will be as told to you during the order process / set out in our current price list.

8.2. When we will provide the products.

During the order process we will let you know when we will provide the products to you. Unless a fixed date for delivery has been agreed in writing, we will deliver the Products within a 'reasonable amount of time', taking account of the complexities of any alterations to be made to the Product and the location the Product is being sourced from. Goods ordered that are not available from stock can take up to 26 weeks for delivery unless a specific time limit is stated in writing on this order. All orders placed are intended for the specific wear date provided, if this date changes Gina Lou Bridal cannot guarantee the availability of the items ordered. If a bride orders late, her dress may not arrive until a few days before the wedding.

8.3. We are not responsible for delays outside our control.

If our delivery of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay in that we cannot fulfil the contract by the date of your wedding, you may contact us to end the contract and receive a refund for any products you have paid for but not received.

8.4. Collection by you.

If you have asked to collect the products from our premises, we will book an appropriate appointment for you.

8.5. If you are not at home when the product is delivered. (If applicable)

If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from us.

8.6. If you do not re-arrange delivery.

If you do not collect the products from us as arranged we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract and clause 11.1 will apply.

8.7. When you become responsible for the product.

The product will be your responsibility from the time you collect it from us.

8.8. When you own the products.

You own the products once we have received payment in full.

8.9. We may also suspend supply of the products if you do not pay.

If you do not pay us for the products when you are supposed to (see clause 11.1) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.7).

9. Alterations

9.1. Price of garment excludes all costs in respect of alteration or fitting work. However, this service can be provided for additional fees.

9.2. As stated in clause XX we cannot guarantee any delivery dates but recommend fittings to be around 4-6 weeks before the wedding, unless a late/rush order is carried out which alterations can be carried out a week prior to the wedding.

9.3. All gowns designed to be worn with underwear and it is essential that underwear & shoes (that are to be worn on the wedding day) are brought to fitting appointments.

9.4. Gina Lou Bridal offers a fitting and alterations service, but it is independent service to the shop and provided by a fully experienced and competent alterations specialist.

9.5. Fittings and alterations works may be carried out elsewhere if required. Customers are not obliged to use the services provided by Gina Lou Bridal.

10. Your rights to end the contract.

10.1. Changing your mind.

Unless there is a fault with them, which in the case of bespoke items cannot be repaired, you will not be entitled to an exchange or refund of products purchased from us 'in-store'. If you order from us online, over the telephone or from any location away from our shop premise you will be entitled to an exchange or refund, within 14 days of delivery of the products except for in relation to:

10.1.1. Ex-sample gowns; or

10.1.2. Bespoke goods (including bridal gowns made to measure, made to order or tailored to fit)

10.1.3. On Premise contracts

10.2. At time of purchase of an ex-sample gown, it is the retailer's responsibility to list all known faults with the dress after inspection with the consumer. Once the consumer is happy with the gown, they are not entitled to an exchange or refund of products purchased. This does not affect your statutory rights.

11. Our rights to end the contract.

11.1. We may end the contract if you break it.

We may end the contract for a product at any time by writing to you if:

11.1.1. You do not make any payment to us when it is due;

11.1.2. You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

11.1.3. You do not, within a reasonable time, allow us to deliver the products to you (if applicable) or collect them from us.

11.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will not refund any deposit you have paid for the Products.

12. Cancellation.

12.1. In the event of a wedding or event being cancelled for any reason whatsoever, dress orders must still be paid; costs will still be incurred by suppliers and Gina Lou Bridal regardless of any circumstance. The balance will become payable immediately and all goods must be collected. Gina Lou Bridal recommends wedding gown insurance to cover you should the worst happen.

13. If there is a problem with the product

13.1. How to tell us about problems.

If you have any questions or complaints about the product, please contact us. You can write to us via email at brides@ginaloubridal.com. Alternatively, please speak to one of our staff in-store.

14. Price, payment and returns.

14.1. Where to find the price for the product.

The price of the product will be set out on the order form. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 14.2 for what happens if we discover an error in the price of the product you order.

14.2. What happens if we got the price wrong?

It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

14.3. When you must pay and how you must pay.

The balance of the price for the products must be paid before collection or delivery of the products and in any event within 7 days of notification that the products are ready. We accept payment by bank transfer or credit/debit card but do not accept payment by cheque, or cash over £250.

14.4. Returns and refunds.

Sale gowns/accessories are sold as seen so cannot be returned or any monies refunded. For hygiene reasons all accessories (veils/tiaras/hair slides/shapewear/lingerie) which have been removed from the premises once paid cannot be refunded or exchanged.

14.5. Storage costs.

There is a £50 charge for storage of a bridal gown up to 24 hours before the customers wedding date. After this date a charge of £1 per calendar day will apply.

14.6. Additional costs.

We shall charge additional costs where we are asked to provide products before the usual delivery time or where we are asked to work outside of normal business hours, in which case we will notify you in advance.

14.7. We can charge interest if you pay late.

If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of HSBC bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of

actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.8. What to do if you think an invoice is wrong.

If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. Our responsibility for loss or damage suffered by you.

15.1. We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, including the right to receive goods which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us.

15.3. Liability during storage of products.

In the unlikely event that customers paid for products are lost or damaged, due to fire, flood or theft, whilst on our premises we shall only be responsible for reimbursing the retail costs of such products.

15.4. Third party services.

We shall not be responsible for any services provided by a third party, whether or not such third party was recommended by us.

15.5. We are not liable for business losses.

15.6. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. How we may use your personal information.

16.1. We will use the personal information you provide to us:

16.1.1. To supply the products to you;

16.1.2. To process your payment for the products; and

16.1.3. If you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

16.2. We will only give your personal information to other third parties where the law either requires or allows us to do so.

17. Other important terms

17.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

17.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment later.

17.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

17.7. Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Retail Ombudsman via their website at www.theretailombudsman.org.uk or by telephone: 0203 540 8063. The Retail Ombudsman will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

18. Resolving Complaints

18.1. In the unlikely event that you need to complain about our Service please forward written complaints to:

Gina Lou Bridal, Heath Farm, Alcester Road, Wythall, B47 6AJ
or via email to brides@ginaloubridal.com