

Our mission is to provide our lovely customers with products that you will simply fall in love with! With that in mind, we want to make the experience of using our website as simple and easy as it can be.

You can contact us at customerservices@theavidseamstress.co.uk at any time if there is anything we can do to make this experience even better.

Terms and Conditions

Welcome to www.BespokPatternCollection (the "Website"). We ask all our visitors to read our Terms and Conditions carefully.

This Website is brought to you by Janaka Manage t/a Bespoke Pattern Collection London Ltd (or "we" or "us") and all rights, including copyright, in the content of the Website is owned or controlled by The Avid Seamstress.

The Avid Seamstress and its affiliates provide access to the Website and sells its products to you subject to the Terms and Conditions set out on this page.

If you have any comments or queries relating to this Website, please contact us at info@bespokepatterncollection.london

Terms and Conditions of Sale

Please carefully read these Terms and Conditions before purchasing any Bespoke Pattern Collection products on the Website. By purchasing Bespoke Pattern Collection on the Website, you agree to be bound by these Terms and Conditions.

Your Account

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when you registered.

The Website only sells products to individuals who are over sixteen(16) years of age. If you are under sixteen (16), you may use the Website only with the express permission and supervision of a parent or guardian.

Bespoke pattern Collection London Limited reserves the right to refuse access to the Website, terminate accounts, remove or edit content, or cancel orders at its discretion. If we cancel an order, it will be without charge to you.

Privacy and Security

We respect your privacy and do not share your data with any other companies apart from your delivery address which is given to the shipping company in order to fulfil your order.

Cookies are used to store your shopping basket information and to collect anonymous information about how people use this website in order to improve the service. In order to manage traffic on the site at busy times a cookie may be used to ensure that your requests are sent to the correct server, but this data is anonymous.

Our website is hosted by Wix. When you visit our website Wix collects standard internet log information. Wix does this to find out things such as the number of visitors to this website. They collect this information in a way which does not identify anyone. Analytics information is helpful to website owners as it helps them gauge their site's success. This is by using an analytics cookie.

Google Analytics

Data that is collected, processed, and stored in our Google Analytics account ("Google Analytics data") is secure and kept confidential. Google Analytics data is used to provide and improve service, to perform system critical operations, and in rare exceptions for legal reasons as described in Google's privacy policy.

Payment information - PayPal & Shopify Payments

All payments are processed by PayPal (we do not store any credit card details on this site).

Paypal payments - When you use your credit or debit card to purchase goods or services from an on-line merchant via PayPal, a sum of electronic money equivalent to the amount of the purchase you are making is issued by PayPal and credited to the merchant's PayPal account as payment for the goods or services you are

purchasing from him. Your credit or debit card is therefore being used for the purchase of an amount of e-money which is in turn being used as payment for the goods or services from the merchant. Your credit or debit card statement will therefore show PayPal as the merchant and not the merchant from whom you are purchasing the goods or services.

Please see the PayPal website for all information related to payments made through PayPal.

Shopify Payments

Our Contract

When you place an order to purchase a product from the Website, we will send you an email confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send an email to you confirming that we have accepted the order (the 'Order Confirmation Email'). Such acceptance will be complete at the time we send the Order Confirmation Email to you. You are seeking to enter into a contract with The Avid Seamstress when you place an order.

This contract is legally binding when you have placed an order, your order has been accepted by us and we have sent you the Confirmation Email.

The Avid Seamstress will retain the title in the products until full payment has been made by you and has been received by Bespoke Pattern Collection

The Bespoke Pattern Collection reserves the right to hold any orders prior to shipping for security review. Bespoke Pattern collection only delivers its products to the locations listed on the Website. In the event that an order is placed for a delivery to a location where we do not deliver to the order will be cancelled and a refund processed.

Deliveries

Your package will ship within 48 hours of your order. Our orders will be sent with Royal Mail. We will endeavour to deliver all products you have ordered within the following time periods:

For the UK and Channel Islands 4 business days

For Europe 5-7 business days

For the rest of the World 9 business days

All products purchased from the Website are made pursuant to a shipment contract. This means that the risk of loss for such products pass to you upon our delivery to the carrier. If you have received your Order Confirmation Email but your products have not arrived within the time specified please check with your local mail delivery office to see that they are not holding your parcel. If they confirm that they do not have your products, please contact us at info@bespokpatterncollection.london and we will do our best to assist.

Royal Mail does not consider a parcel lost unless it has been missing 15 days in the UK, 20 days in Europe or 25 days in the rest of the world. If you believe your parcel has been lost, please get in touch with us at info@bespokepatterncollection.london However, we normally ask you to wait that long before we can replace your order.

Note that during exceptionally busy periods (e.g. Christmas) or when the weather is particularly bad please allow an additional day before raising a query.

Returns

If for any reason you are not happy with your Bespoke Pattern Collection, please follow our Delivery, Returns, Exchanges and Repairs Policy, so that we can assist you in the exchange or refund of your order. Bespoke Pattern Collection reserves the right to reject the return of products that are not returned in accordance with our Returns, Exchanges and Repairs Policy Procedure and we may request that you pay for delivery charges in returning such goods back to you. Our returns policy does not affect your statutory rights.

1.Returns or Exchange

You may exchange or return new, or unused products within thirty (30) days from the date on which the goods were shipped to you. Where you wish to exchange a product, please note that you may be required to pay an additional sum where the replacement product is more expensive that the original item purchased.

Cut patterns cannot be returned for any reason. Fabric, ribbons and trims cannot be returned unless damaged during shipping. We will reimburse any shipping costs incurred when returning damaged merchandise, and will send replacement merchandise at no cost. Please include a description of the damage with your return.

To make a return, send items with your original receipt, your email address, phone number and shipping address to:

Bespoke Pattern Collection

Flat 26, Birkbeck Road

London

N87PF

United Kingdom

Please note: your right to exchange or return products is separate from your statutory right to cancel your order under the Distance Selling Regulations (see below).

Delivery Costs

- a) If you are returning goods for exchange or return, you are responsible for the cost of returning them to us.
- b) We will not refund the original delivery charge in the case of exchanges or returns.

Please note: you will only be reimbursed the original delivery charge where you exercise your statutory right to cancel within the 7 working day period beginning after the day of receipt of the goods under the Distance Selling Regulations – see Statutory Right to Cancel below.

- c) You will also be liable for the delivery costs incurred by us in sending you any products as exchanges.
- d) In the case of returns, you will only be refunded the value of the goods ordered.
- e) We will only pay the return costs and subsequent re-delivery costs (if applicable) if the return is a result of our error or the goods are faulty.

This Returns Procedure does not affect your statutory right to cancel or any of your other statutory rights.

Statutory Right to Cancel

If you are a UK or EU customer, in addition to our Returns or Exchange Procedure, you have seven (7) working days (beginning the day after receipt of the goods) to cancel your purchase order under the Distance Selling Regulations.

These legal rights do not apply to non-EU customers.

Delivery Costs

- a) Where you exercise your statutory right to cancel, we will provide a full refund on the price paid for the goods and the original delivery charge.
- b) Where you fail to return the product(s) in question or you send them at our expense, or if our appointed courier collects the goods from you, we reserve the right to charge you for the direct costs incurred by us in collecting or returning the goods

(other than where the goods have been sent to you in error or where such goods are faulty in which case, such costs shall be at our expense).

Where you exercise your right to cancel within 7 (seven) working days, you should return the goods to us as soon as reasonably practicable. Please note: if we have provided any services as part of the purchase (e.g. products made to order or gift wrapping) and we have begun to provide these services before you have exercised your right to cancel, we shall not reimburse the costs of such services.

How do I exercise my statutory right to cancel?

In order to exercise your right to cancel, please:

- a) send an email to info@bespokepatterncollection.london; or
- b) write to us at our address at the end of these terms;

making it clear in your correspondence that you are giving notice to exercise your statutory right to cancel.

Your email or letter will be deemed to have been received by us on the date you send it (provided it is sent to the correct address and it is sufficiently clear that you are exercising your right to cancel). Please try and keep the confirmation of any letter or email to demonstrate the date when you sent it.

Conditions for All Returns, Exchanges or Statutory Right to Cancel

All goods must be returned to us unused, together with all original packaging (please note you have a duty to take reasonable care of returned goods and any refund may be withheld or a charge incurred if you fail to take such care and damage the goods). Please make sure that your return package is packed and sealed securely (in or with the original packaging if possible). Packages must be returned with the freight prepaid. We recommend the use of an insured parcel service, such as Royal Mail Special Delivery.

Discrepancies

If there are any discrepancies with your order, you must notify us as soon as possible. If you have been shipped the incorrect goods then please do accept our apologies. Please follow the Returns Procedure and on receipt of your order, we will reimburse the cost of returning them to us. Any replacements will be sent to you at no extra cost to yourself.

Please note that the return postage refund will be sent by cheque. Please allow up to thirty (30) days for your refund to be processed.

Feedback and Complaints Policy

We welcome any comments about our service, so that we can improve what we are doing. Our aim is to deal with any problems quickly and fairly. If you have reason to complain about our service, please e-mail us at customerservice@theavidseamstress.co.uk stating clearly that you are making a complaint. Our aim is to respond to your complaint within seven (7) working days, either resolving the complaint, or with a timescale for resolution.

Pricing and availability

All prices are quoted in Pounds Sterling and are exclusive of VAT until we are VAT registered. All item prices are exclusive of delivery charges. We list availability information for products sold by us on the Website, including on each product information page. Beyond what we say on that page or otherwise on the Website, we cannot be more specific about availability. Please note that shipping dates are estimates only. Unless otherwise stated, dispatch dates are not guaranteed and should not be relied upon. As we process your order, we will inform you by email if any products you order are subsequently found to be unavailable.

Despite our best efforts, a small number of the products on the Website may be mispriced. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping the products or cancel your order and notify you of such cancellation.

Disclaimer and limitation of liability

This Website is provided by Bespoke Pattern Collection on an "as is" and "as available" basis. Bespoke Collection makes no representations or warranties of any kind, express or implied, as to the operation of this Website or the information, content, materials, or products included on this Website. It is expressly agreed by you that your use of this Website is at your sole risk.

Bespoke Pattern Collection disclaims all warranties, express or implied, including, but not limited to, implied warranties of saleability and fitness for purpose to the fullest extent permissible by applicable law. Bespoke collection does not warrant that this Website, its servers, or e-mail by us are free of viruses or other harmful components. The Bespoke Collection will not be liable for any damages of any kind arising from the use of this Website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

Laws of certain countries or states do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Electronic communications

When you visit the Website or send emails to us, you are communicating with us electronically. We will communicate with you by email or by posting notices on the Website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Our details

Theavidseamstress.com is owned by Lisa Falconer and our contact address is:

Bespoke Pattern Collection

Flat 26, Birkbeck Road

London

N87PF

United Kingdom

Our contact email is info@bespokpatterncollection.london

Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our Website, policies, and these Terms and Conditions at any time.

Events beyond our reasonable control

Bespoke Pattern Collection will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

Waiver

If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Governing law and jurisdiction

Your use of the Website, any purchase by you on the Website of any products and these conditions will be governed by and construed in accordance with the laws of England and Wales and will be deemed to have occurred in England. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.

Your statutory rights are not affected by these Terms and Conditions of Sale.

Ordering fabric and products on our site

We make every effort to provide accurate images of all our products. Colours can look slightly different on different computers so you are welcome to order a swatch if you want to be absolutely sure of the colour or feel of the fabric before you place your order. We can even help you by letting you know which solid/plain colour will match your chosen fabric. To order a swatch email us and we will be in touch as soon as we can.

Workshop Etiquette

You can sign up to a workshop by booking and paying directly through the website - this is the best way to ensure that you have a confirmed space on the workshop. You are welcome to email us to find out more about a workshop before joining.

We keep our workshops small to ensure that you get 1:1 attention and leave the class feeling like you got everything out of it. Therefore, spaces are limited - so sign up as soon as you can. If the class is full, or you can't do the dates the class is on we would be happy to do the class as a 1:1 lesson (how's that for full attention?!).

Some of our workshops include all the materials you will need - even down to a sewing machine! We list everything you will need to bring to the workshop. Please see the workshop description before booking. Once you have signed up we will reconfirm the things you will need to bring.

Our classes also take place at different locations so please be sure to check that too!

Once you have paid for the workshop if, for any reason, you are not able to join the class we will do our best to move you to another date. Please try to give us as much notice as possible.

If there is any reason we have to cancel a class we will let you know as soon as we can. We will offer you the next date that the same class is available and if you are unable to join we will offer you a full refund.

