



TERMS & CONDITIONS

Terms and conditions of Celeris Bespoke Limited whose registered office is at 60 Windsor Avenue, London, SW19 2RR incorporated in England and Wales under company registration number 05717360.

It is important that you read these terms and conditions as these are intended to be binding upon the parties.

Reference to “we”, “us” or “our” is reference Celeris Bespoke Limited and reference to “you” “your” or “yourself” is reference to you, the customer. Reference to Web Site means [www.celerisuk.com]

1. Description and Photographs of Goods and Products

- 1.1 Description, information, images and photographs contained in our website, social media pages and brochures are described as best as we can but we cannot guarantee that colours, details and images will be entirely accurate as all of our goods are made from natural fabrics and slight variations will occur.
- 1.2 Whilst most leathers will be very close in both colour and texture to the leather samples that are available to view in the studio and during private fittings, there might be variations in the shade and depth and as such samples are just a guide and not an exact reference nor can an exact match to any samples be guaranteed.
- 1.3 As leather is a natural fabric, some leathers will show grains and imperfections but this should enhance the authentic handmade look of our boots and adds to the authenticity. Any such grains and imperfections will fade over time and will not deem the boots faulty in any way.

2. Quotes and Orders

- 2.1 You may wish to enquire about our bespoke, custom-made goods and products and seek a quotation from us. Any quotation should not be considered an offer nor shall it be binding on either party.
- 2.2 Bespoke, custom-made goods and products can be ordered through our website, by telephone and such orders shall be deemed effective on the day your deposit is received and we send confirmation of your order by email.
- 2.3 If orders placed by email, or telephone, are accepted, we will issue you with an invoice for a non-refundable 50% deposit, which will provide for payment on the terms set out therein.
- 2.4 Should you wish to order bespoke goods through our studio, you will be required to pay a non-refundable 50% deposit on the date of ordering.

3. Prices

- 3.1 Prices are valid for one month from the date of the quotation.
- 3.2 All prices are in pounds sterling and are inclusive/exclusive of any VAT and any delivery charges, depending on your country of residence.

4. Payment

- 4.1 Payments shall be as follows: a non-refundable deposit of 50% of the value of the order upon order (subject to clause 7.1) and the balance shall be payable once the boots have been completed and prior to collection or delivery.
- 4.2 If payment is made by cheque, we will allow 5 working days for the clearance of your cheque before placing your order or dispatching your goods.
- 4.3 If the balance payable under clause 4.1 is not paid within 30 days of invoice, we will assume that you have rejected the goods and therefore we will retain title to the goods and reserve the right to sell the goods to another party.

5. Delivery

- 5.1 The delivery date quoted on the order shall not be regarded as the definite date of delivery but only a general estimate. Whilst we will use our reasonable endeavour to have your goods and products delivered as soon as possible, many factors affect the actual delivery date.
- 5.2 All delivery estimates are subject to change and we will advise you of any excessive changes to our estimated delivery date.
- 5.3 As a guide, goods and products that have to be manufactured or those which have been made specifically for you have an average delivery lead time of between 8 and 14 weeks but this time is not guaranteed, nor is of the essence of the contract.

6. Delivery

- 6.1 If the bespoke or custom-made goods or products are not of satisfactory quality due to poor manufacturing, we will repair or replace the goods or products at no cost to you, no refund will be given at any time for any reason.
- 6.2 We reserve the right of discretion to accept or refuse the return of any goods or products returned to us. It will be your responsibility to ensure that the goods are returned in a properly packed manner.
- 6.3 If after receiving the goods, we are of the opinion that your reason for returning the goods are at variance with the condition of the goods, we reserve the right to offer you credit or a refund.
- 6.4 For non-bespoke products purchased in the studio, we reserve the right of discretion to accept or refuse the return of any goods or products returned to us. It will be your responsibility that the goods or products are returned properly packed in good condition.

- 6.5 For non-bespoke products purchased in the studio, after receiving the returned goods and products, we are of the reasonable opinion that your reason for returning the goods and products are at variance with the condition of the goods or products, we reserve the right to offer you credit or a refund.

7. Cancellation and Refunds

- 7.1 Bespoke and custom-made goods are personalised and therefore, under the Distance Selling Regulations, you have 48 hours to amend your order from the date of placing it but if you amend your order in any way more than 48 hours after you have placed it, we reserve the right to charge you any costs and expenses we have incurred in relation to your order. However, bespoke goods and products cannot be cancelled once the order has been processed as these goods and products are made specifically for you.
- 7.2 We do not offer refunds on any bespoke, custom-made products under any circumstances.
- 7.3 For non-bespoke products purchased online these can be returned to the studio within 14 days for a refund.
- 7.4 Where you have supplied your own measurements, no replacement or refund can be given for a poor fit.
- 7.5 Due to the extremes and variations in the usage of riding boots, no warranty is offered against wear and tear, negligence or poor maintenance resulting in any fault.

8. Risk and Title

- 8.1 Risk of goods and products shall pass to you on delivery even where goods and products have not been paid by you in full.

9. Liability

- 9.1 All warranties, representations or guarantees that may have been made prior to entering into the terms and conditions whether expressed or implied and whether in writing or orally made are hereby expressly excluded.
- 9.2 We also exclude liability for:
- i) any consequential, indirect or direct or special losses;
 - ii) loss of profits, income, loss of interest or loss of business or business benefit, loss of contract, loss of time, expense or goodwill or reputation, or;
 - iii) any other losses arising out of or in connection with the goods or products howsoever arising and whether under contract, tort or otherwise.
- 9.3 Except for the liability of death, personal injury or fraudulent misrepresentation our maximum aggregate liability for all losses damages, costs, claims and expenses howsoever arising out of contract, tort or otherwise shall not exceed the value of your order and we will not be responsible for any other loss or be liable for any other loss or damage howsoever arising.

10. Intellectual Property Rights and Confidentiality

- 10.1 All intellectual property rights relating to the website are and shall remain the property of us.
- 10.2 We grant to you a non-exclusive non-transferrable licence to use the website for the purpose of browsing and/or purchasing products. You agree that you will not yourself, or through a third party;
- i) Copy the website, except as is necessary for use of the website as set out in these Terms and Conditions.
 - ii) Reverse, engineer, decompile, disassemble or otherwise attempt to derive source code from the website except as permitted by law.
- 10.3 You may link to the website if you or any third party wishes without our permission but must link to the homepage and not deep link into the site. You will indemnify us in full if any action is taken against us by any party, or even by the person linking, by virtue of the link created. If a link is created to this Web Site, any use is subject to these Conditions.

11. Distance Selling

- 11.1 As you are a consumer, you have a legal right to cancel a contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out in clause 7. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a product, you can notify us of your decision to cancel the contract and receive a refund. Advice about your legal right to cancel the contract under these regulations is available from your local Citizens Advice Bureau or Trading Standards office.
- 11.2 However, this cancellation right does not apply to bespoke or custom-made goods or products (See paragraph 7.1).
- 11.3 Your rights to cancel and seek refunds are governed by clause 7.

12. Miscellaneous Provisions

- 12.1 There shall be no alteration, modification or addition to these terms and conditions unless made in writing and signed by a duly authorised representative of both parties.
- 12.2 If any part of these terms and conditions are held to be unreasonable, invalid or unlawful, the parties agree that the court shall have the power to strike out or override that part whether it be an entire clause or clauses or some part or parts thereof, enforce those terms and conditions as if the offending part or parts had not been included.
- 12.3 These terms and conditions constitute the entire contract between the parties other than those expressly stated otherwise in these terms and conditions and nothing in these terms and conditions shall give direct or indirectly any third party any enforceable benefit or any right or action against us.
- 12.4 These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.