



## TERMS AND CONDITIONS FOR RENTAL OF GOWNS AND SERVICES

The Rental Terms and Conditions of gowns and/or services are provided herein. At all times, Truly Enamoured shall reserve the right not to rent any gown and/or services to a Bride at its own discretion.

*price of each Selected Gown(s) ("Security Deposit") including gowns redeemed under our TE Reward Programme;*

### 1. Bridal Rate and Package

1.1 Enamoured Luxe Pte Ltd ("TE") offers (5) five tiers of bridal gown styles (Maison, Fine Art, Classique, Couture and Opulent) which vary in design and price.

1.2 There are two bride rates for each tier of bridal gowns as well as for the Wedding Services Suite being:

- (a) a TE Bride Exclusive rate i.e Bride who seeks to lock in a style of bridal gowns at the respective rate by providing a TE Deposit as defined below ("TE Bride Exclusive rate"); and
- (b) a Standard bride rate.

For the avoidance of doubt, the **TE Bride Exclusive Rate** is only available to Bride on the **date of the first appointment at TE**.

### 2. Payment of Selected Gown(s)

#### Initial Payment

2.1 Bride shall be required to pay a **minimum deposit of SGD\$1,814.40 (inclusive of 8% GST), whichever is applicable.**

#### Final Payment

2.2 Bride shall be required to make **final payment** of the Confirmed Gown(s) and/or services upon confirmation booking on the Confirmed Gown(s) as follows:

- (a) The full balance equivalent to the respective Bride rate.
- (b) Any additional costs such as customisation costs etc.
- (c) **A Refundable Security Deposit equivalent to 100% of the rental**

(d) **SGD\$200 Dry Cleaning Fee per Confirmed Gown(s) and overskirt(s) per usage, or SGD\$280 Dry Cleaning Fee for embellished gowns and gowns with a long train. For Big Ball Gowns, the Dry Cleaning Fee will be SGD\$500 nett. GST is not imposed on Dry Cleaning Fee(s).**

(e) **Payment of the Security Deposit (refer to clause 2.2c) can only be done via ibanking transfer or Paynow (201710980ZEL1); payment made via Credit Card will be chargeable with an admin fee of 3.5%**

2.3 The Security Deposit shall be refunded in full upon the return of the Returnable Items, in reference to Clause 2.4 below, provided that the Returnable Items have been assessed by a third party, to be in its original condition, without damage. Third party, shall make the final assessment on the condition of the Confirmed Gown(s). Should there be damage on the said, the cost related to such damage shall be offset from the Security Deposit. **Unless such damage is reversible and/or repairable, the Security Deposit will be forfeited.**

(a) The forfeit of the deposit does not represent the transfer in ownership of the damaged gowns and will continue to remain as part of TE's property

2.4 Returnable Items apply to the Gown and Gown accessories such as Garment Bag, Gown hanger and Veil. For Veil damages, it will be chargeable at a flat fee of \$270, regardless of length.

2.5 Furtherance to Clause 2.2(d) above, all dry-cleaning services shall be carried out by a third party.



### 3. Reservation of Selected Gown(s)

3.1 For Wedding Day Usage: **The gown will be reserved for the Bride for a maximum of five (5) days including pick-up and return. Additional day usage is at SGD\$100/day, subjected to availability.**

3.2 For Photoshoot/Second Usage: For a second usage, Bride will be required to **top up 20% of the gown(s) rental rate. For a rental period of five (5) days including pick up and return.** Additional day usage is at SGD\$100/day, subjected to availability.

3.3 TE shall at all times reserve the right not to release the Confirmed Gown(s) to Bride for photoshoot/Second usage or other uses, should TE deem the condition(s) (as specified in Clause 3.4 below) unacceptable. Such discretion shall at all times lie with TE.

3.4 **Unacceptable conditions** include any activities that will damage or discolour the gown(s).

(a) **There will be strictly no outdoor usage allowed for minimalistic gowns and lace gowns**

(b) Bride will be liable for damages resulted due/or caused by outdoor conditions such as mud stains, oil stains, watermark, floral stain etc. (as specified in Clause 2.3)

3.5 Minimalistic/Clean and lace Gowns are more prone to stains and damages due to the nature of fabric. Should Bride decide to proceed with the confirmation of these gown(s) should be mindful of:

(a) The risk of **irreparable damage**(refer to clause 3.5b) is high which could likely result in **last minute changes** should the selected gown be affected,

(b) **Irreparable Damage** applies to damages that has been appraised by the Management and deem that the gown is not suitable for usage

(c) Should the above scenario occurs, Bride will be given a complimentary exchange to any gown tier, subjected to gowns availability

### 4. Definition of Confirmed Gown(s)

4.1 Bride shall be required to make up to a maximum of two (2) appointments after her initial appointment to select her gown(s).

4.2 **Bride is advised to soft book a gown(s) ("Soft Booked Gown(s)") during her first appointment.**

(a) Should the soft booking be contested, Bride will need to decide on whether to confirm the Soft Booked Gown(s) or to release it within three (3) days. **If Bride is uncontactable after three (3) days via all communication information given, the Soft Booked Gown(s) will be released.**

i. Should Bride decide to convert the Soft Booked Gown(s) to Confirmed Gown(s), there will be no changes allowed and any exchanges thereafter will be considered as a new gown rental.

ii. Should Bride decide to release the Soft Booked Gown(s), she is advised to soft book another gown(s).

(b) Soft Booked Gown(s) can be **exchanged only once to a Confirmed Gown**, within two (2) appointments time-frame, subject to Exchange Charges specified in Clause 4.4 below.

4.3 **Bride is advised to firm book their gown(s) at least 4 months before their usage date.**

(a) Any firm booking(s) made **less than 4 months** from the usage date will be subjected to a **rush alterations charge of \$378(Inclusive of 8% GST).**

#### 4.4 Exchange Charges

(a) Should there be any exchanges on Confirmed Gown(s), there will be an **exchange charge equivalent to 20% of the rental cost of the new Confirmed Gown(s).**

(b) Exchanges can be made only to **the same or higher pricing tiers.** For exchanges to higher pricing tiers, TE shall only approve the exchange after Bride has made payment of the



additional cost as well as any Exchange Charges (if any).

4.5 **No exchanges** are allowed once alterations on the Confirmed Gown(s) have commenced.

4.6 In the event of a change of wedding date, there will be **no exchanges** on Confirmed Gown(s), unless Confirmed Gown(s) is not available on selected dates.

## 5. Alterations of the Selected Gown(s)

5.1 Bride shall be entitled to a maximum of two (2) alterations to the Confirmed Gown(s). Should additional alterations be required, such shall be at the discretion of TE (inclusive of whether additional charges are necessary).

5.2 Final payment for Confirmed Gown(s) (as per Clause 2.2) must be made prior to the commencement of any alterations.

5.3 Customisations of gowns are not considered as alterations and will be charged accordingly.

## 6. Two Gowns Package

6.1 Bride shall be required to pay a deposit equivalent to 60% of the package price.

6.2 Bride will be entitled to soft book two (2) gowns, furtherance to Clause 4.2.

6.3 Deposit made for the second gown cannot be used to offset payment on the first gown or any other items.

6.4 Should Bride decide to cancel her second gown, Bride shall be required to pay a Cancellation Fee equivalent to 50% of the respective gown tier if the gown has been firm booked, or 50% of the Fine Art tier if the gown has not been booked.

6.5 The remaining gown will fall back to the ala-carte rental rate, based on the respective gown tier.

6.6 Deposit made under the Two Gowns Package is non-refundable.

## 7. Cancellation

7.1 **The Initial Deposit is non-refundable except:**

(a) When the Bride cancels the order and/or services for the Selected/Confirmed Gown(s) **more than six (6) months** before the Date of Photoshoot or Wedding Date, whichever is earlier, subject to the Cancellation Fee in Clause 7.2 below.

(b) When the Selected/Confirmed Gown(s) is not available during the usage period due to unforeseen circumstances, TE retains the discretion whether to provide a full refund or not by substituting the Selected/Confirmed Gown(s) with another gown of the same gown tier.

7.2 Upon payment of Initial Deposit, if Bride cancels the order and/or services for the Selected/Confirmed Gown(s), Bride shall be required to pay a Cancellation fee equivalent to **50% of the Tier of confirmed gown, or the Fine Art Tier if no gown is selected yet.**

7.3 **Deposits for any promotion and/or discounted rates will be non-refundable.**

7.4 **Deposit made is non-exchangeable or transferrable to another party.**

## 8. Engaging Preferred Partner Services

8.1 Bride is encouraged to confirm the services of our preferred partners as early as possible to avoid disappointment.

8.2 TE is not represented by our preferred partners and therefore shall not be liable for any and all actions, matters and/or cancellations made by our preferred partners, as well as for any additional services required by Bride from our preferred partners not provided by TE.

## 9. Limitations of Liability



TE and its shareholders, directors, officers, employees ("The Parties") will not be liable (jointly or severally) to you or any third party, for indirect, consequential, special, incidental, punitive, or exemplary damages. In no event will the Parties' liability to you exceed the amount of one hundred Singapore dollars (S\$100).

#### 10. Model Release

Bride acknowledges and agrees to allow TE to release photographs taken of the bride and provided to TE either via email or otherwise, or extracted from public forums (eg. Social media outlets), for the purposes of showcasing TE's bridal gowns on its social media platforms, website and Electronic Direct Mailers. In the event that the Bride does not authorise the release of such photos, Bride shall notify TE of the said in writing.

#### 11. Force Majeure & COVID-19

TE shall not be liable for any failure or delay in the performance of this contract for the period that such failure or delay is beyond the reasonable control of both parties and materially affects the performance of any of its obligations under this contract. Force Majeure as referred to

in this contract means unforeseeable, unavoidable and insurmountable objective conditions. TE shall not be responsible for the delay of shipment or non-delivery of the goods due to force majeure. Both parties shall make all reasonable efforts to prevent the effect of any non-performance of this contract by an event of force majeure.

In view of the World Health Organization (WHO) declaration of COVID-19 as a global health emergency and its increasing spread in many countries around the world, TE considers COVID-19 to be a global known Event as of 4 March 2020.

**As such, TE is not able to accede to any refund requests arising from this Known Event, for all invoices dated after 3-March-2020.**

**TE will instead provide indefinite postponement without penalties for brides' weddings which are affected by the COVID-19 pandemic, subject to gown(s) availability for the revised rental period.**

**Bride will need to inform TE on the postponement at least one(1) month prior to the wedding date, otherwise they will be subjected to alterations charges according to the works completed on the gown(s).**

**TE reserves the right to modify and/or make changes and/or amendments to the above terms and conditions at any time with or without prior notice.**

I, \_\_\_\_\_, hereby agree to abide by the terms and conditions set forth above in this document.

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Name of Client:

Date:

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TE Stylist:

Date: