

TERMS AND CONDITIONS

CUSTOM ORDERS

ABSOLUTELY NO REFUNDS OR EXCHANGES FOR CUSTOM ORDERS!!!

- *Local orders/sales* - All sales are final at the time of pickup. Items(s) are assumed to meet the customer's approval at the time of pickup. Creative Stitches by Candace is not responsible for any damage once items are removed from Creative Stitches by Candace's possession, accepted by, and relinquished to the customer.
- *Orders/sales that are not local to Colorado Springs, CO or surrounding areas*- Customer's who have placed an order that needs to be shipped are under a 5 day warranty covering any damages for their items effective from the time they have physically received their completed order. Creative Stitches by Candace will provide all shipping costs to return the item for repairs as well as provide the costs of reshipping the item(s) back to the customer within 30 days upon receiving the item(s) for repairs.
- Any changes/modifications to an order must be made in writing and either emailed to info@creativestitchesbycandace.com or via text messaging Candace's cell at (719) 653-5782 within 20 days of placing their order. After 20 days of an order is placed, changes/modifications will not be acknowledged. There will be additional fees for any changes/modifications to existing orders.

ALTERATIONS TERMS & CONDITIONS:

I. Deposits and Invoicing.

- After the first fitting, a non-refundable deposit of at least fifty percent (50%) of the base quote is due. Any changes in the Client's measurements after the first fitting which cause additional or different Services to be rendered are subject to additional charges. The Client presumes all responsibility over any weight gain or loss that may affect the way a garment fits. Creative Stitches by Candace cannot control for changes in fit due to body fluctuations after the final fitting is over. If additional fittings are required, any changes that need to be made after the second fitting are subject to additional alterations costs, additional appointments, etc.
- Dry cleaning, steaming, and pressing are separate services that are not included in base tailoring services. The base quote is subject to change if the Client requests changes after the initial consultation (including those needed due to weight fluctuations or changes in shoes) or if additional materials are required. Any changes in heel or shoe height are subject to additional re-fitting charges. The second half of the invoice is due at or before the final fitting OR before or at the time of pickup. All alterations and garment care agreements are final - no refunds or exchanges are given.

II. Fittings, Acceptance.

- Creative Stitches by Candace will not begin to perform the Services until after receiving the deposit. Services provided are based on the measurements provided at the time of the Client's first fitting. Any measurements set forth on the invoice shall be conclusive evidence of the Client's measurements at the time of the first fitting. Creative Stitches by Candace cannot be held responsible for garments that do not fit properly due to weight loss or gain, pregnancy, surgery, failure to wear the same shoes or undergarments from the first fitting, etc. Clients are advised to not introduce any major lifestyle changes that may influence body weight and type as not to disrupt the fitting process.
- Creative Stitches by Candace will execute the tailoring work as discussed during fittings; if a seam cannot be opened or sewn, or if any alteration technique is deemed high-risk yet the client chooses to proceed, this is done at the client's own risk. Some garments may be unalterable or unalterable in certain areas. Techniques and approaches are taken at the discretion of Creative Stitches by Candace. The client expresses acknowledgment that altering a garment is a deliberate modification to the garment, and not all alterations can be undone.
- Any cancellations or reschedules of first, second, third, or final fittings made within 48 hours are subject to a \$50 appointment fee. Clients who miss 50% or more of the allotted appointment time will be charged the late fee of \$30 and will need to reschedule their fittings. Any additional elective appointments requested by the Client outside of 3 fittings will incur a \$50 appointment fee. This includes appointments for refittings, change of mind, additional modifications, etc.
- All clients that do not leave garments to be altered on the same day will have received an "estimate". Estimates are valid for 7 business day only unless otherwise agreed upon between Creative Stitches by Candace and the client.
- Clients who decide to pick up their garment(s) earlier or cancel alterations (if possible) will not be able to recover the deposit and agree to accept their dresses in their unfinished state.
- All concerns or complaints are to be addressed with Creative Stitches by Candace during the fitting process and before the final fitting. In the event of a disagreement, any resolutions will be at the discretion and sole responsibility of Creative Stitches by Candace. Should the Client neglect to come for a scheduled fitting, Creative Stitches by Candace is not liable for the fit or finish work of the garment.

III. Customizations.

- Any customization in the design of a garment is based on the information provided at the time of the Client's initial request for such customization. Some requested customizations may not be technically feasible or may be considered high-risk, and Creative Stitches by Candace cannot be held liable for changes to the garment if the client consents to such changes. Any changes in the design by the Client after this initial request are subject to additional charges, or may not be able to be completed. Diagrams and fitting notes will serve as the written record for customization requests.

- Any garment customizations made outside of the structure of the garment as received (i.e. original seams) are performed at the Client's own risk. Clients may be held responsible for acquiring the proper materials (additional fabric, beads, straps, sleeves, etc.) for customizations and may be charged separately if those materials must be acquired on the client's behalf. Creative Stitches by Candace is not responsible for any liaising between the client and a third-party providing materials; the responsibility and risk is ultimately assumed by the client.
- All changes/modifications requested by the Client must be received by Creative Stitches by Candace in writing via email at info@creativestitchesbycandace.com OR via text messaging Candace's cell phone at (719) 653-5782 within 2 weeks prior to the estimated completion date provided at the time of the most recent fitting.

IV. Pickup, Delivery.

- All accounts must be paid in full before the Client's garment(s) will be released. If the Client would like another party to pick up the garment on their behalf, Creative Stitches by Candace must receive expressed permission and consent with that party's name and phone number. Acceptance of and satisfaction with the Services shall automatically be deemed to have occurred upon the Client or surrogate claiming receipt and physical possession of garment(s).
- Once the garment(s) leave Creative Stitches by Candace's possession, the business and the seamstress('s)/tailor(s) are not held responsible for the garment(s). This includes, but is not limited to wrinkling, stains, wear and tear from event/ceremony and/or reception, bustles falling out from being stepped on, etc. The Client shall inspect the garment(s) upon final fitting and pick-up; Creative Stitches by Candace cannot be held responsible for fit and wear once the garment(s) leave the premises. Final pick-ups are interpreted as approval and acceptance of the services rendered by Creative Stitches by Candace.
- Any garment(s) that do not have a fully paid deposit (or bounced/returned payment) become the possession of Creative Stitches by Candace after six (6) months. Unclaimed garment(s) become the possession of Creative Stitches by Candace after six (6) months. The garment(s) may be released at the full discretion of Creative Stitches by Candace after the final balance and any late fees have been paid in full. Garments not picked up for 30 days will incur a storage fee of \$5 per day. Any garment(s) not picked up for six 6 months may be donated to charity or resold.

V. Warranty Disclaimer.

- The Client acknowledges Creative Stitches by Candace makes no guarantee as to the fit of any garments before or after services are performed. Unless otherwise expressly provided herein, all services are provided as-is, and Creative Stitches by Candace hereby disclaims any and all representations and warranties, express or implied, including without limitation the warranty of merchantability, and fitness of a particular purpose.

VI. Limitation of Liability.

- In no event will Creative Stitches by Candace be held liable for any indirect, incidental, special, punitive, consequential, exemplary, or similar damages including without limitation, lost profits, loss of use, pain and suffering, or mental anguish, related to or arising out of the Services provided. In no event will Creative Stitches by Candace be held liable for any direct damages related to or arising out of the services in excess of the price paid by the Client for the service which is the subject of the claim. Creative Stitches by Candace shall assume no responsibility, whatsoever, for any damages caused to members or third parties as a result of the stoppage of services to a member to whom any of the previous provisions apply.

VII. Force Majeure.

- Any delay or failure in the performance by Creative Stitches by Candace shall be excused if and to the extent caused by the occurrence of a Force Majeure. Force Majeure shall mean a cause or event that is not reasonably caused by or under the control of Creative Stitches by Candace, including acts of God, fires, floods, explosions, riots, wars, hurricanes, terrorism, health emergencies or pandemics, vandalism, governmental acts, injunctions, labor strikes, and errors or omissions of a manufacturer or its distributor.

VIII. Right of Refusal.

- Creative Stitches by Candace, affiliates, and contracted agents reserve the right to refuse alteration services or sales to any individual under any circumstances at any time. Appointments and orders may be cancelled at the discretion of Creative Stitches by Candace.

IX. Website Content.

- Information provided on this website is for information purposes only. It is believed to be reliable, but we do not warrant its completeness, timeliness, or accuracy. User and Client access uses and relies upon such content at User's/Client's own risk.

X. Emergency Addendum.

- Client understands that Creative Stitches by Candace works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations (each a "Governmental Order"). Client further understands and agrees that Creative Stitches by Candace shall not be required to perform under this Agreement if the Event is held in violation of a Governmental Order or Creative Stitches by Candace's participation in the Event would violate a Governmental Order.
- The client understands that deposits remain non-refundable and the fitting process will not be extended to accommodate any reschedules in event dates. By signing this agreement, the client understands that cancellations may not be possible and they will be responsible for covering the full costs of alterations. Creative Stitches by Candace will not hold garments after alterations have been completed, and the final balance will be due when the work has been completed.

- Creative Stitches by Candace will minimize the number of appointments needed; fittings are completed when the garment is released back to the client (even if this is just one or two fittings). If the event is rescheduled or postponed, the fitting process cannot be elongated or stretched out. Creative Stitches by Candace is not able to provide garment storage and clients must pick up their garments before the 3-4 month standard period. Creative Stitches by Candace is not responsible for changes in fit after the 3-4 month standard period from the first fitting and/or once the garment has been taken home.

XI. Terms and Conditions Revisions.

- Creative Stitches by Candace reserves the right to change these terms and conditions at any time without prior notice; Creative Stitches by Candace may change, add, suspend, cancel, remove, or otherwise modify the services offered at any time without prior notice. Any such modification will be effective immediately upon public posting (www.creativestitchesbycandace.com/terms). Your continued use of our Service and this Site following any such modification constitutes your acceptance of these modified Terms.
- Clients who book an appointment with Creative Stitches by Candace must agree to these terms and conditions to receive service with Creative Stitches by Candace. The Client and Creative Stitches by Candace agree that these terms and conditions are understood and satisfactory upon receipt of an invoice provided to the Client and the required deposit has been paid. The parties agree that electronic confirmation offered at the time of appointment booking or fitting is the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Clients who book an appointment with Creative Stitches by Candace must agree to these terms and conditions to receive services from Creative Stitches by Candace.

ADDITIONAL ALTERATIONS TERMS: CLEANING, STEAMING, PRESSING, AND PRESERVATION

I. Deposits and Invoicing.

- Garment cleaning, steaming, and pressing are separate services that are NOT included in base tailoring services. Deposits are due at the time of drop-off and are non-refundable. All alterations and garment care agreements are final - no refunds or exchanges are given. Payments made for the deposit must be presented and applied at the time of appointment and any additional fees incurred by the client will be added to the invoice.

II. Process, Acceptance.

- We exercise utmost care in processing articles entrusted to us and use such processes which, in our opinion, are best suited to the nature and condition of each article. Nevertheless, we cannot assume responsibility for inherent weaknesses or defects in materials that are not readily apparent before processing. This applies particularly, but not exclusively, to suedes, leathers, silks, satins, double-faced fabrics, vinyl, polyurethanes, etc. Responsibility also is disclaimed for trimmings, buckles, beads, buttons, bells, and sequins.

- In laundering, item(s) are not inspected, therefore we will not be responsible for any claims, including shrinkage, discoloring, runs, rips, tears, or any other damage. Note that garment cleaning, pressing, and steaming may change the texture of certain fabrics and garments. Depending on the composition of the garment, some garments may be hand or wet-cleaned, reviewed on a case-by-case basis, and fabric care guidelines. It is not guaranteed that all stains, spots, and wear and tear on garments can be repaired. There is no long-term warranty for garment preservation. Cleaning risks are assumed by the client alone.
- Creative Stitches by Candace is not responsible for any staining, damage, or wrinkling after the point of pick-up. This includes long-term care for garments that are cleaned and/or preserved, as many variables outside of our control can contribute to aging and wear/tear.

Client's Signature

Date Signed

Creative Stitches by Candace Signature

08/25/2024

Date Signed