

# CUSTOM GARMENT POLICY

Thank you for choosing MARVEE for your special occasion needs. We are confident you will be pleased with our craftsmanship and quality of our garment. We are excited and happy to assist you in any way that we can. To complete your order and begin production of your garment(s); we need you to read, understand, and agree on the following:

## **ORDER PROCESS**

After your consultation with a member of our design team, we will provide you two (2) sketches from which you are to choose one and approve the design brief for onward production. Once you have decided on the garment style, fabric, colour, body measurement taken by us OR provided by you, and any other necessary garment information; the order can be processed and submitted for production. Since all garment is made to-order, full payment, OR a seventy five percent non-refundable deposit of the total cost of the garment is required before we can begin production. Please note when ordering a custom, all the above listed items are required.

## **CONSULTATION**

At Marvee, consultations are required for custom designs. Consultation enables our designer to understand the vision of the client and allow us to guide the client to make the best and befitting design for their garment. Clients are encouraged to share their style inspirations before and during consultations with the design team. Consultations can be done onsite in our atelier or online depending on the client's preference; however, our consultation schedule are Tuesdays and Thursday between 10:00am GMT+1 – 4:00pm GMT+1. A consultation session is for fifty-five minutes. Please note that your consultation day and time slot must be strictly adhered to. If you wish to reschedule, you are required to contact our customer service 72 hours prior to your consultation slot; Please note that your slot can only be rescheduled based on our schedule availability, preferred date, and time. In the unfortunate event that you arrive 15 minutes late (we cannot guarantee that your session will be held or satisfactory), OR you miss your consultation day or time slot, the consultation fee is non-refundable and non-transferable on both circumstances, and you will be required to book a new consultation appointment. After your session, you will receive two sketches from our designer based on your requirements / style, as discussed, and agreed during your consultation session; you are required to choose and approve one for onward production. Should you require another sketch or a varying design, you will be required to book another consultation session.

At Marvee there are two kinds of consultations; you can choose to meet with a member of our design team at a fee of 100USD or its equivalent in Naira or meet with our creative director at a fee of 267USD or its equivalent in Naira. Both consultation cost and are non-refundable and non-deductible from the final cost of your garment.

## **SIZING**

We will work with client to decide the best size for them, comparing their measurements with our sizing chart. If measurements are taken elsewhere or by the client without our supervision, the client is responsible for those measurements and their accuracy. We recommend choosing the larger size if you fall in between sizes; as garment can only be taken in, not let out. If a client chooses to order a size that is not recommended by us, the client must sign off on that size. We are not responsible for a garment that does not fit after a client has signed off on the size. If a new garment is needed due to incorrect sizing, the client will be charged full price for the reorder. We recommend that client make themselves available for measurements and

disclose personal information as it regards pregnancy, weight loss or weight gain prior to the commencement of the garment production.

## **PAYMENTS**

All payments must be made in full before collection or delivery. Full payment or seventy five percent deposit of the cost of the order is required before we begin the production of your garment. Invoices are deemed invalided after three days of non-receipt of client payment; client may be re-invoiced for the same garment at higher price. Only payments made into bank account numbers with our name (HOUSE OF MARVEE) is deem as payment to produce your garment. The deposit is required upfront to start the design process, the remaining twenty five percent balance is due on clients last fitting day, prior to the finished product being collected or delivered. Your payment confirms your acceptance of our terms and conditions. All sales are final, there are NO returns, exchanges, refunds, or transferred credits on any custom item sold at MARVEE. Any delay in payment past the due date provided by MARVEE in the payment schedule / invoice will delay the production process by a minimum of one month. MARVEE is not responsible for the delayed time delivery of garments if this occurs. The client will be obligated to pay an extra 500USD or its Naira equivalent for the delaying the production timeline further than its original due date. Twenty five percent balance payment is required on the day of final fitting. Where the client is physically unavailable for fittings, a demand notice / invoice for the balance of twenty five percent payment shall be sent to the client. The client is required make payment on the date of the invoice. The client will forfeit their initial payment and the garment if we do not receive the balance payment within one week of the date on the invoice and a grace period of three weeks on the date of the invoice.

## **FABRIC / COLOUR VARIATIONS**

Please note that due to variations in dye- lot, embellishments, fabric colours may vary and may not be the exact colour you chose from our design brief colour card, picture, or sample you provide. If your custom order fabric(s) is based on a previous design, seen on any of our platform or discussed in review with a member of our design team; please note that there may be slight variations to the reproduction of this fabric from the vendor(s).

We recommend bridal parties should place their garment orders at the same time. We recommend this because the garment will be cut from the same bolt of cloth. If your bridesmaids are choosing different style garment in the same colour, keep in mind colour variations can occur. The difference will not be drastic, but there may be slight shading difference between styles. This option is very popular for brides that have many different body-types in their bridal parties. This way everyone feels comfortable.

## **EXPRESS ORDERS**

We provide express orders with lead times less than 8 weeks, but this depends entirely on our production schedule. All express orders must first be approved, prior to ordering and paid for in full, by paying for an express order you are expressly confirming that you are waiving all liability of MARVEE in

the event of any fit error, design variance and shipping delays. Express Orders are marked up by a minimum of thirty percent of the actual cost of the garment. Express orders are sent in for production after receipt of full payment for the order. We recommend the customer pays for express delivery to a reliable shipping service.

## **FITTINGS**

We advise clients to come in for 3 fittings at various stages of production, a perfect fit is at the core of our work at Marvee, we also advise that the last fitting day should be 4 weeks before your event date. Where the client is not based in Nigeria or opt not to come in for fittings, the garment can be shipped to your destination and sent back to us for fit adjustments, the cost of this shipping shall be catered for by the client. Marvee will not be responsible for any discrepancies in the fit of your garment(s) if for any reason you opt to forgo your fitting(s).

## **ALTERATIONS**

MARVEE does not offer alteration services after the garment has been produced and packed for pickup / delivery OR has left our production house. Client will be invoiced for any alteration(s) that may be required when issues of garment fit, or alteration from the approved design, such alterations would be charged from a minimum of 200 USD or its prevailing equivalent in Nigerian Naira. All garments can be adjusted after the client of fittings during production. Clients must ensure to attend all stipulated fitting days unless stated otherwise in writing by MARVEE.

## **DESIGN CHANGES**

Design Changes can only be made within 24 hours after client has approved the design brief and payment has been received. Such changes are at MARVEE'S discretion. No changes may be made to orders after 24 hours. Where a client request for a change or alteration in design after the first, second, third fitting or when production is complete, the client shall be reinvociced to the extent of the design change OR invoiced for a new garment entirely.

## **ORDER CANCELATION**

Orders may be cancelled up to 24 hours after the order is originally placed and in so doing incur a cancellation fee of 50 USD or its prevailing equivalent in Nigerian Naira. If your event is cancelled the full amount for the garment is still due on the date agreed upon in invoice outlined. Express orders cannot be cancelled at any time. The full payment will be forfeited when the order is cancelled any time after placing and paying for an express order.

## **DELIVERY / LEAD TIME**

The estimated lead-time of your order is between 8-24 weeks depending on the type of garment ordered. Production begins after full, or seventy five percent payment of the total cost invoiced to the client has been confirmed received by us. For wedding garment, we recommend you complete your order at least 4–6 months before the wedding date to allow time for shipping, hand crafting, fittings, and any alterations that may be needed before you receive the garment. We recommend you factor in the garment arriving at least one month before the wedding to allow for any alterations that may be needed.

**FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent, such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 15 days of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other party may thereafter terminate this Agreement upon notice.

#### **RETURN POLICY**

All garments are made to order. There are no exchanges or returns. All sales are final. Any concerns or issues must be expressed during the first fittings of production of the garment. No returns are accepted, upon the receipt of your payment / deposit you enter a contract. Make sure to you are satisfied with the design brief before we proceed to production, we cannot accept design changes requests or accept returns simply because you've changed your mind, or it looks bad on your body type after advice was given through our years of production experience. If there is something physically wrong with your garment, please contact us to resolve the issue. If your event is cancelled the full amount for the garment is still due on the date agreed upon in invoice outlined.

#### **SHIPPING**

Shipping, delivery Confirmation, customs taxes and Insurance are NOT Included in your invoice unless you specify and pay extra costs. Losses or damages from courier are also NOT our responsibility, pay for additional insurance or tracking if you desire.

#### **CLIENT UNDERTAKING:**

I agree with the price quote(s) received for my custom garment(s), which is valid for 3 days. Once I pay a deposit for this amount agreed I understand that I shall be responsible for paying the entire amount due on demand.

By making payment I agree to all Marvee policies available here, online, and verbally given.

I understand that each garment is custom made by my body measurements taken by Marvee or I provided by me.

I understand that the garment(s) are handmade, not mass-produced, and variations are expected.

My payment is a confirmation that I have read and understood the process of my garment production and my formal agreement to the contract.

If the contract is breached / cancelled, I acknowledge and understand that I cannot receive a refund for any payment I have made (full / deposit) as this money has gone toward production/ fabrics / supplies / materials / and pattern making, and I have no claim to them.

I understand that no design or sketch services shall be provided to me until my payment, or an initial deposit has been placed.

I understand that sketches are sole property right of House of Marvee and I cannot copy, reproduce, forward for onward production outside of the express written approval of Marvee, and I agree that Marvee can pursue for full compensation to the full extent of the law where this agreement is breached.

I agree to have my balance paid in full before my garment is collected or shipped including the shipping fee.

I understand that the average garment takes between 8 - 24 weeks to produce after finalizing design and fabric options (unless an express fee has been paid)

I understand that there may be shade variations in colour choices due to electronic monitor differences and availability in fabric and embellishments required.

I understand that my garment is a custom creation and cannot be returned under any circumstances.

I understand that all measurements must be provided within two days of order placement.

I understand that my deposit secures my spot on the production schedule and the date of completion is determined by MARVEE and will be provided in writing or verbally.

I understand that sketch services will only be provided for custom design garment, but I am not entitled to sketches if I have requested minor changes to an already existing design.

I understand and agree that I may need alterations to my garment to get the exact look / fit that I want to achieve and that all alterations are MY responsibility after the garment has been taken from MARVEE's atelier.

I understand that the final production video or photos are a privilege and not a requirement.

I understand that MARVEE has the rights of ownership to the photos taken by me and my team in the MARVEE studio / anywhere else I wear the garment and by signing this you are giving consent for MARVEE to publish the photos on any MARVEE media platform.

I understand that I cannot change my measurements, design, or fabric once my pattern has been started.

I understand that I cannot change my design or fabric once the deposit has been paid and design has been confirmed after 24 hours.

I understand that if I cannot or will not pay my remaining balance within one week of completion that I forfeit my garment and deposit as the deposit has gone toward the cost of my materials.

I understand that I must provide the following before my garment will be started: Full name, Email, Correct shipping address, Correct event date example- (Wedding Date) Correct Contact Number, and body measurements all this information are require.

Any information requested by Marvee to successfully complete my garment production, and not provided in a timely manner reflects the timeline of my garment completion and I take full liability to any delay in my garment production.

I have read, understood, and agree with all terms stated in this Contract / Policy Form. The receipt of my full or seventy five percent payment deposit validates this contract.



