

Terms & Conditions

Thank you for choosing Lyris Design to create your bespoke garment or accessory. A custom creation is a unique piece and often requires specialised techniques and attention to detail, clear communication between the designer and the customer, and working together to bring the perfect creation to life.

Your satisfaction is our goal, so please take a moment to read the information below. Being well informed will ensure no surprises, and ensure a smooth and pleasant experience!

You, the customer, will be contracting with Lyris Design for our services in creating a bespoke garment or accessory. The initial design consultation is free of charge, and there is no obligation for you to commence a commission.

Quotations

1. Quotes are valid for the goods specified, for a period of 28 days from the date of the quote.
2. The quote given is based on the information you provide at the initial consultation (e.g. fabric preferences, design, embellishments etc). Any later alterations to the design or materials may change the costs, and will be reflected in a new quote.

Deposits

1. A non-refundable deposit of 40% of the quote is required to commence the commission.
2. Your commission timeslot will only be secured once your deposit has been paid. We serve our customers on a 'first come, first served' basis. Your place in our schedule cannot be secured without payment of the deposit.

Measurements and Fittings

1. Bespoke clothing requires the customer to work together with us to achieve the perfect fit. Taking of measurements and fittings can be conducted either in person in our studio, or at long distance via photos or Skype. In the circumstances that measurements and fittings are conducted by the customer, Lyris Design will produce the commission in accordance with those measurements and feedback from fittings the customer has provided. We will do our utmost to create and accurately fit your commission; however, we cannot be held responsible for any faulty measurements made by the customer, or any subsequent failure to fit perfectly.
2. For long distance clients, a mock-up will be posted to you for fitting purposes, at the cost of postage expenses.
3. We want to ensure that your experience is as positive as possible, and that your finished commission fulfils your desires. If your requirements or vision of your garment changes once work on your commission has commenced, we are happy to be flexible. However, be aware that changes may incur further costs.
4. If you have any concerns about the design, fit or anything else during the process, please raise them as soon as possible. We encourage your feedback and will work hard to ensure your garment is perfect. Once your commission is completed and fully paid for, it is deemed that it fulfils the contract and you have accepted it as is. Any changes after this point are considered alterations, and may incur further costs.

Deadlines

1. We will do our utmost to meet deadlines if you notify us of them at the initial consultation. However, bespoke clothing is a very time consuming process, and we are often booked months in advance. Long wait times may occur, but we will discuss with you the expected timeframe during your consultation.
2. Completing your order on time may require you to provide us with certain necessary information such as measurements, approve mock-ups or photographs, attend fitting sessions, or to complete scheduled payments on time.
3. Unfortunately, if you unreasonably delay in meeting any necessary requirements, we may cancel your order and apply our cancellation policy, or we may change the completion date at our discretion so as not to inconvenience our other waiting clients.
4. If you have to cancel a fitting appointment, scheduling a replacement may be affected by other work commitments, and may affect any deadline.
5. Acceptance of urgent work is at our discretion and will attract a premium charge. We understand the importance of punctuality and refuse to disappoint once commissioned, therefore we will not accept urgent work if we do not feel certain of meeting your deadline.

Refund Policy

1. We cannot provide a refund if you have simply changed your mind about an item, or have damaged the item by using it in a way that is unreasonable or unintended.
2. We will happily provide a refund, exchange or repair as required under the Australian Consumer Law.

Cancellation Policy

1. A 40% deposit is payable at the time of booking to commence work on your commission. This deposit is non-refundable in the event of cancellation.
2. We will happily refund any payments made over this amount minus our reasonable costs for work already commenced and materials purchased for your order. Completed orders will incur full payment.
3. Any materials you have supplied will be returned to you (at your expense, if applicable) once any outstanding payments have been received

Materials

1. Materials may be provided by the customer if desired. However, the materials must be suitable for the intended use, as advised by Lyris Design. If you insist on using an inappropriate fabric, there can be no guarantee of a satisfactory result.
2. Materials can be sourced and provided by Lyris, or if you live in the Melbourne area, a personal shopping trip may be arranged with Lyris Designer Carly. Please discuss this at the time of your initial consultation.
3. For long distance clients, photographs of material swatches will be provided, and can be sent at the cost of postage expenses.

Patterns and Designs

1. All designs and patterns drafted for your commission will remain the intellectual property of Lyris Design. They will be kept on file for a minimum of 12 months.

Payment and Collection

1. Full payment is required upon completion and collection of the finished commission.
2. The item may not be removed from the Lyris studio, or posted for long distance customers, until full payment has been received. Please allow up to 3 days for direct deposit transfer.
3. Payment is via cash, direct deposit or PayPal only.
4. Unpaid for commissions will be held for a maximum of 3 months before they are deemed cancelled and our cancellation policy comes into effect.

Garment Care, Repair and Alterations

1. Once you have taken or received your finished commission, it is your responsibility. If your item later requires alterations or repairs due to general wear or damage, we would be glad to assist you at our standard hourly rate. You will be advised as to care and cleaning of your item, and any damage that occurs due to inappropriate use or not following our advice will be repaired at your expense.
2. Any damages or issues due to our craftsmanship will be repaired free of charge, at our discretion.
3. Please treat your commission with care, and understand that as it is a wearable item, it will see wear and tear and will not remain pristine forever.

Privacy and Confidentiality

1. We are committed to protecting your privacy. Lyris Design personnel only are allowed to view and use customer information. Customer records are regarded as confidential and therefore will not be divulged to any third party other than if legally required to do so, to the appropriate authorities. Customers have the right to request copies of any and all their personal records that we keep, on the provision that we are given reasonable notice of such a request. Customers are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue customers with appropriate written information, handouts, or copies of records as part of an agreed contract, for the benefit of both parties.

Thank you for taking the time to read and understand the contents of this document. A clear and open understanding will help the bespoke process go smoothly, and provide you with a pleasant experience!

I _____(commissioning agent's name), **have read, understood, and agree with all terms and conditions outlined in this document.** Signature _____ Date _____