

Terms and Conditions



(All terms and conditions apply).

Title to any goods remain with ELEMENTS RAINWEAR until full payment or funds have cleared.

ELEMENTS RAINWEAR will endeavour to manufacture goods within 28 days of receiving the order. The customer has the right to cancel the order within this 28 day production period without any obligation to ELEMENTS RAINWEAR.

Order conditions.

If you place an order and consequently cancel it for whatever reason, within the production period ELEMENTS RAINWEAR will reimburse your credit card the grand total of your order. Please see below for terms regarding cancellations after delivery.

Sizing. It is well known that sizing is very subjective, not only across continents but also across manufacturers. For example you can buy a size 14 skirt in Next and it may be smaller than a size 14 you bought from M&S. At Elements we use vintage inspired patterns for the vast majority of our made to order garments. Therefore all garments have their own individual sizing due to each style being so different to the next. Each made to order item is displayed on our website with a size chart and information on how it is best to determine your size per raincoat. Our off the shelf stock items are based on standard UK sizing from size 10 (Small) to size 16 (2XL) and on selected garments up to size 18 (3XL) for ladies. We use Medium to 2XL Gent's sizing on male garments. We also have some items of unisex fit which is suitable for both genders. If you are not sure, please discuss with us before you order. If consequently you order the garment and it does not fit you are entitled to exchange the goods for another size on the basis that the goods are returned as stated below.

Goods warranty, Delivery and return conditions.

Delivery.

Our standard delivery from point of order is approximately 14-21 days. In quiet periods March to June this can be 14 days but in busy periods such as November to December delivery can be up to 28 days. For Christmas delivery you should order no later than 21st of November. Goods that weigh less than 2kgs are sent by Royal Mail recorded delivery and are tracked. The goods will have to be signed for. If you are not in, Royal mail will leave you a card asking you to collect from the post office. Goods over 2kgs will be sent by a courier company. Again you will need to sign for the goods. If you are not in, the delivery company will leave a card and attempt to either deliver again or ask that you collect from their depot. If you are concerned about your delivery please use the tracking number provided to you with the corresponding shipment carrier tracking system, which gives an indication where the parcel is. If the goods get lost in transit, please notify us and we will carry out an investigation and claim against the delivery company. If this occurs which fortunately is rare, we have to wait 28 days before the parcel is deemed officially lost. At this point we will automatically send out a replacement order. Sometimes both orders arrive and we have notification of delivery by the delivery company. The customer is required to contact us and we will arrange for customer to return an order for refund of this shipping. Alternatively the customer has the option to purchase the goods. If the goods are delivered and the customer does not inform us we will charge the customer for the goods after 14 days.

Up to 14 Days after delivery.

Customers can return goods within 14 day period after delivery for the following reasons:-

- 1) Wrong Size
- 2) Colour was not as expected.
- 3) The fit or style was not as expected.

At this point you are entitled to a refund less the cost of postage, or put the full value credit against another order.

Goods received after the 14 day period will not be reimbursed.

On return of goods the following will apply.

The goods will be quality checked and if found satisfactory the refund will be raised. **A refund will not be raised for the following reasons:-**

- 1) Garment has been obviously worn i.e. dirt marks, creases, body odour, hairs, dandruff etc.
- 2) Damaged garment i.e. ripped, torn, stretched or, marked.
- 3) Garment is contaminated with household smells i.e. smoke, cooking or animals. **(Please note that PVC is porous and absorbs household smells very quickly especially tobacco smoke and cooking smells. These odours cannot be removed from the PVC and hence we are unable to return goods to stock).**

Up to 28 days after delivery.

The goods have a warranty for up to 28 days after delivery against faulty material or workmanship. If the goods are returned in this period the fault will be rectified and the goods returned to the customer. If you are returning an item due to a manufacturing fault we will refund the cost of return postage the customer has incurred and we will return the repaired item free of charge.

You will receive aftercare information with your order and we advise that this information is acknowledged. The PVC we use is un-supported; it has no cloth backing and is not laminated. The garments are designed for light use and if treated carefully will last many years. The weakest point on any PVC garment is the seams, pockets and buttons where stress takes place. Eventually, most PVC garments will tear or separate in these areas. Elements Rainwear is happy to repair damaged garments where possible and for this there is a small charge of £5. **Return postage costs for repairs to damaged items must be covered by the customer. Please note: Garments must be taken out of the packaging as soon as possible and hung in a dry environment. Garments with black zips should always be hung and not folded as the ink in the zip can be drawn out and will mark the plastic...you have been warned! We do not accept garments back that have ink marks. Please read the aftercare information you receive for further information and reasons which will not be accepted for return.**

Return Conditions.

Customers must contact us either by phone or email to inform us they are returning goods. We cannot be held responsible when goods are returned with no supporting paperwork.

The return address is as follows:-

Elements Rainwear
Unit 3, Highpoint House, Riding Road
Buckingham Road Industrial Estate
Brackley
Northamptonshire
United Kingdom
NN13 7BH

It is the customer's responsibility to ensure delivery back to Elements Rainwear. We cannot be held responsible for lost or misplaced goods or postal errors.

When you send the goods back please enclose a copy of the original invoice and a completed return form. Please follow the instructions provided in the email of how your item should be packaged for return. If you are returning an item for repair please contact us by email to arrange payment online or discuss alternatives.

Bespoke Garments

At the moment we are unable to take on commissions for bespoke garments due to our levels of work. We can accommodate small alterations such as longer / shorter sleeves, putting in zips to existing garments etc, if you send us an email with your requirements we can send you a payment link to cover the cost. Unfortunately we cannot accept these goods back into stock. If there is a genuine workmanship or material fault these will be repaired as detailed above.

Elements Rainwear reserve the right not to deal with customers for the following reasons:-

- 1) Customers who continually send goods back for no apparent reason.
- 2) Customers who continually order, cancel and re-order goods.
- 3) Customers who are in any way abusive to our staff whether it be by email or verbally.
- 4) Customers who do not act in a professional manner
- 5) Staff will not deal with customers who arrive at our premises un-announced. Collection of goods is allowed when agreed by prior arrangement. We do not operate a shop premise and do not have planning permission to serve customers over the counter.

Sale items

Please note that sale items are not returnable or refundable.

Postal & Packaging charges are as follows: -

UK, Europe & Overseas postage charges

Postage charges are worked out on the total weight of items ordered and the order basket will work out the delivery charge once you have entered your delivery address details.

Packages over 2kg will be sent via courier, however, please note that Couriers CANNOT deliver to a PO Box address.

Please Note: We are unable to send to Foreign PO Box address. If you insist on delivery to a PO Box we will send by standard post which is not traceable therefore we will not accept any responsibility for the delivery and we will not pay if the parcel is lost.

If a consignment is not received within 28 days of being sent a new consignment will be sent automatically at no extra cost to the customer. A full investigation will be conducted and the customer will have no responsibility for goods despatched from ELEMENTS RAINWEAR. Any goods delivered damaged must be reported as soon as possible.

ELEMENTS RAINWEAR cannot guarantee availability of every colour and reserve the right to offer alternative colours to customers before dispatch.

Photographs and online catalogues may not depict the colour due to reflection or monitor resolution. Therefore pictures should be viewed as a guide only. All photographs and website pictures are copyright, no un-authorized copying.

As a continual improvement of our garments ELEMENTS RAINWEAR reserve the right to alter garments and improve product specifications should the company wish to do so.

All credit card transactions are subject to credit authority and all cards are validated before release of goods. Any cards found to be stolen or subject to misuse or mis-representation will be reported to the credit card company without prior notification. All transactions are completed over a secure line and are subject to the highest levels of encryption.

Bespoke requests will be cost calculated on an individual basis. ELEMENTS RAINWEAR interpretation of a customer drawing or measurements is final and the customer accepts that this bespoke garment cannot be returned unless found to have manufacturing faults within the time scale mentioned above. No bespoke order will be processed until payment is received in full in advance. There are strictly no refunds or return policy on bespoke goods due to their nature.

ELEMENTS RAINWEAR cannot be held responsible for any misuse or any inappropriate use of goods or garments.

ELEMENTS RAINWEAR will not be liable for any direct or consequential loss arising from the supply of goods.

Any correspondence should be addressed to the head office address: -

ELEMENTS RAINWEAR, Unit 3, Highpoint, Riding Road, Buckingham Road Industrial Estate, Brackley, Northants, NN13 7BH.