



## **SNARLIN' DARLIN' SUITS** **TERMS OF SERVICE & AGREEMENT**

This agreement sets out the terms on which Snarlin' Darlin' Suits will act for its clients.  
These are our standard terms and can only be varied with our written agreement.

By commissioning us, you agree to these terms and conditions. Please ensure that you have carefully read and understood these prior to commissioning us as this document sets our respective obligations and will help to minimise misunderstandings to ensure a smooth working Relationship.

### **PROCESS FOR ORDERING A FURSUIT**

#### **Legality**

- Clients must be over the age 18.
- Clients will be asked for proof of age. Driving licences, birth certificates, and other IDs are acceptable. You may blur out all personal information apart from your name and your date of birth,

#### **Process and Payment**

- The Client must provide a fully illustrated and coloured reference sheet of their character. The standard of this is the front, back and side of the character. The character's design **MUST** belong to the Client, as copyright infringement is a serious matter. The Client will be refused service should this found to be the case, and may be, at our discretion, blacklisted from future services.
- Commission Slots are **not** on a first come first serve basis.
- Communications are via Instagram, Telegram and email only.
- We require a 30% non-refundable deposit before starting work on your commission. This deposit pays for your fursona's fur, fleece, and other materials needed to create your suit.
- It is a fundamental element of this contract that the agreed payment is paid for in consideration of the work undertaken. We therefore require that you settle the deposit and all payments on the dates specified, unless otherwise agreed in writing. Your work will not be started until the payment has been received.
- Payments can be made via PayPal or Bank transfer.
- The Client will only receive the finished commission when it has been fully paid for.

- Our agreement may be terminated by one of us giving 30 day's notice in writing to the other.
- If we feel we can no longer continue to work for you, we will give you a minimum of seven days' notice in writing.
- If you, disappear, cut contact, refuse to complete payments, or pay for the delivery of the finished suit, we reserve the right to alter the design and sell the suit. Alternatively, it will be disposed of. No monies will be refunded.
- **Please disclose any allergies prior to ordering any commission, including but not limited to pet allergies.**

#### Postage/Pickup:

- We can **only provide shipping to the UK and Ireland.**
- Shipping methods will be discussed when the fursuit is finished and boxed.
- We can only tell you your shipping estimate once the commission is complete.
- Depending on the weight and size of your fursuit, as well as your location in the UK, the shipping varies from £100 to £300+.
- If sent by post/courier, your package will be insured in the case of loss or damage in transit and tracking will be provided.
- The shipping fee is **IN ADDITION** to the cost of the fursuit, and therefore must be paid separately.
- The Client **must** pay the postage and insurance fee for the fursuit to be sent.
- The Client is responsible for making sure their delivery address is correct.
- If you live in the Southwest of England/Wales, you are welcome to discuss picking up the suit from our location.

#### Application process

- Opening of 'Work slots' will be announced **at least two weeks in advance** on the website, as well as Instagram and our other social medias.
- The client will first check Snarlin Darlin Suits price guide to understand the general estimated prices of their character to ensure it is within their budget.
- To then apply for a slot, the Client will fill out our **quote form** with as much detail as possible, including an image of their character reference sheet and any additional information the quote form demands (such as, extras, or for the accommodation of glasses and other measurements).
- Following receipt of your specific requirements we will normally issue a "quotation of terms and cost" based on the information provided to us within 3 - 5 working days. Such a quotation is **not** a confirmation that the commission has been accepted.
- If you are then chosen for commission, the Client slot is secured with the payment of the 30% deposit which pays for materials costs. Alternatively, the client can pay the full price upfront.
- Snarlin Darlin Suits will then work closely with the client to pick materials that best represent their character and will purchase materials that the client has approved.
- The Client will receive regular 'work in progress' photos at every stage through e-mail, Instagram or Telegram. Stages include; the base, fur patterning, pre-shaving (if applicable), and the final product. The Client must communicate with us throughout each stage of the process to ensure that they are receiving a product that they are happy with. **You will not be able to change anything after the fur patterning**

**stage.** It is particularly important that the client is happy that all the markings and shapes are correct.

- You may choose to change your character's design or request additional parts that were not agreed on in the closing price before the fur patterning stage. However, it may not always be possible, or it may incur additional costs, especially if additional material is required.
- We reserve the right to refuse an application for any reason. Reasons for refusal will not be disclosed and discussions will not be entered in to.
- We ask that all instructions are confirmed in writing. We will assume that whoever gives such instructions has the authority to do so.
- It is vital that you provide us with all relevant information and that you keep us informed of changes in circumstances.
- We reserve the right to ask other Third Parties to assist us to carry out your instructions.

#### Cancellations/Refunds/Repairs/Complaints:

- We do not offer a warranty or undertake repairs.
- As stated, the 30% deposit is non-refundable. However, if the Client decides to cancel the creation of their character, we will happily discuss a fair refund based on the hours incurred on the project at the point of cancellation. We will decide the amount the Client is entitled to and will supply detailed reasoning for this sum. Any unfinished work remains the property of Snarlin' Darlin' Suits and we retain the rights to dispose of it as we choose.
- It is our commitment to provide you with a high level of Client service at all times. Should you have cause to make a complaint you should address your complaint to us as soon as possible, in writing, setting out clearly the nature of your complaint. This will be acknowledged within five working days, and we will work with you to find an amicable solution.

#### Liability disclaimer:

- The contract is discharged once the fursuit has reached the Client. Wearing the completed fursuit is at the Clients own risk and own discretion.
- We are not liable for any harm that comes to the Client as a result of wearing our products. This includes but is not limited to:
  - Heat stroke or heat exhaustion.
  - Injury from impaired vision caused by the mask.
  - Injury caused by others as a result of wearing the costume.
  - Injury caused by the Client attempting DIY repairs and alterations.
- We would encourage you to avoid any incidents by taking the following advice:
  - Preparing yourself for wearing the creation by practicing wearing it in short sessions to learn heat limits.
  - Drinking plenty of water.
  - Investing in a small transportable fan to place within the muzzle.
  - Learning vision limitations and taking extra care.
  - Not suiting alone in public areas, and always have a 'handler' or a trusted friend.
  - Be alert to public areas which may take action against you for wearing any item which conceals your facial features.

### Rights, profit and advertisement.

- We reserve the right to advertise the business at any time, with any of the fursuits we create. This includes everything, from fursuit heads to any fursuit parts.
- We can monetise the content we have created of the costume. There is no limit to this money wise. This includes photos and videos of the costume that we have taken.
- The Client may monetise their own costume, be it through pictures, video or hire. You own the right to make money from the costume, and we do not own any photos taken by anyone else of the costume, or any content created of the costume after it is completed.

### Governing Law

These terms of engagement and any accompanying or associated engagement documents/agreements shall be governed in accordance with English Law and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes that may arise out of or in conjunction with them.

### Data Protection

Under the Data Protection Act 2018 we undertake to comply in all our dealings your personal data. Your personal information will be kept secure.

Under the Data Protection Act 2018, a person that believes that we hold their personal data has a number of rights including the right to see the personal information about you that we hold in or records.

### Important notes:

- Please be aware that as a UK Maker, there are restrictions on the availability of furs and fleece, as such it may not always be possible for a perfect colour or texture match.
- Clients cannot moved up the queue once their position has been set, however they can request to be moved back in the queue. This does not automatically pause the payment period. Any changes to payment terms must be agreed in writing.
- We treat our Clients with respect and professionalism. Please grant us politeness in return.
- Our contract is completed and our liability discharged, once the completed costume has been delivered to the Client.
- If you have any additional questions prior to commissioning me, please contact me ASAP so that I can answer them.

If you agree to these terms, please sign and date this document.  
Thank you for working with us.

Client Name:

Date of Signing: