

STATUTORY DECLARATION

I, Steven Donald Pyott of 7 Tuffley Court, Kallangur in the State of Queensland do solemnly and sincerely declare as follows:

- That I hold a **Bachelor of Science** degree in Food Science (Leeds University, UK, 1969) and that my graduate qualifications in Science and at least ten years' professional experience as a tertiary educator and consultant in Textile Science and Technology were recognised by the international professional body for textiles and clothing, **The Textile Institute**, as providing full exemption for the requirements of the qualification of '**Associate of the Textile Institute**' (**A.T.I.**) which was formally awarded in a ceremony at the international Textile Institute Conference held in Sydney in 1988 and which also confers the title and status of **Chartered Textile Technologist (CText.)**
- That I hold a **Graduate Certificate in Education** (Leeds University, 1972), which is a teacher training qualification specifically designed for TAFE/Technical Teachers, an **Advanced Diploma in Science Education** (Brunel University, UK, 1981) and a **Master of Science** degree in the field of **Science and Technology in Society** (Griffith University, Qld, 1991).
- That I have been a full time tertiary lecturer and senior lecturer in Textile Science and Technology in the United Kingdom from 1973 until 1980 for various undergraduate courses in Home Economics, a full time tertiary lecturer in Textile Science in Australia from 1981 until 1992 and a part time University lecturer in Textile Science at various times from 1993 until 1999, during which period I was primarily involved in teaching the Textile Science components of the Diploma of Teaching (Home Economics), Bachelor of Education (Home Economics), Bachelor of Applied Science (Home Economics) and Bachelor of Health Sciences (Family and Consumer Studies) at the institution that eventually became part of the Queensland University of Technology
- That in 1982 I established the Textile Testing Laboratories and an associated Textile Testing Service at the then Kelvin Grove College of Advanced Education in the Department of Home Economics, which eventually became part of Brisbane College of Advanced Education in 1984 and finally the Kelvin Grove Campus of Queensland University of Technology in 1991
- For background information, I took an early health-related retirement from my full time tenured lecturer's position at the Queensland University of Technology in December, 1992 due to serious injuries received and resulting permanent disability sustained to my left hip and leg, in a severe head-on motor accident which was the fault of the other driver going out of control
- That I am the author of a senior school Home Economics/Textiles studies and TAFE textiles textbook entitled '**Textile Care and the Consumer**' published by Longman Cheshire, Melbourne, 1985, which I believe has been widely used in schools and TAFE colleges around Australia
- That I have written and taught the basic science component of an industry traineeship course developed for the dry cleaning industry which was run at Gateway College of TAFE in 1995 and that I have also given various guest presentations and courses on textile science to Fashion students in Queensland and NSW TAFE institutions

Annexure A

Signed _____ Steven Donald Pyott, Dated _____
Witnessed _____

- That I worked for three years from 2005 until 2007 as a part time Teacher of Textile Science and Technology at the Mt Gravatt Campus of the Metropolitan South Institute of TAFE (MSIT), Queensland’s lead institution for training in Textiles, Clothing and Fashion, teaching the final year Textile Testing subject in the Associate Diploma/Diploma in Textiles, Clothing and Footwear in this campus’s well-equipped textile testing laboratories.
- That since 1982 I have been acting as a **Consulting Textile Technologist** (since 1988 as a **Consulting Chartered Textile Technologist**) to the apparel manufacturing industries, wholesale organisations, retail organisations, the professional textile care industries, including the dry cleaning industry, and individual consumers who either consult me directly or who are referred to me by other agencies
- That this role has involved me in writing many hundreds of technical reports on textile and garment problem analyses, particularly associated with textile care treatments, especially those associated with dry cleaning processes, as well as developing and presenting short courses on textiles and textile science, textile testing and the analysis of textile problems
- That my technical reports on textiles and textile problems have been accepted as evidence in both the Queensland and New South Wales Small Claims Tribunals and the Queensland Supreme Court
- That I have been a member of both the Standards Association of Australia Technical Committee (TX/20) on Textile Testing and the Standards Association of Australia Technical Committee (CS/4) on Textile Labelling
- That I am an Assessor of Textile Laboratories for the Australian national laboratory accreditation system – NATA – the National Association of Testing Authorities
- That I currently act as an independent Consulting Chartered Textile Technologist through my own consultancy businesses ‘**TCS Textile Consultancy Services**’ and ‘**Dry Cleaning Complaints Arbitration Services**’ for a range of clients including the garment manufacturing industries, wholesalers and retailers, the laundering and dry cleaning industries and all their customers
- That I have established the web site **Dry Cleaning Complaints Arbitration Services** (<http://www.drycleaningcomplaints.com>) which provides general information and access to technical consultancy services to assist in the resolution of disputes arising out of problems occurring in the course of professional and consumer textile and apparel cleaning treatments

I was commissioned by the client to provide technical comment on the matter of the changes to the ‘Danamade/Gosford Creations’ white wedding dress, arising out of a dry cleaning treatment carried out by Lakehaven/Bay Village Dry Cleaners and the attached report, DCCAS 090801, indicated as Annexure A, is my technical report on the matter.

And I make solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the ‘Oaths Act of 1900-1953’

 STEVEN DONALD PYOTT

Subscribed and declared at _____, this _____ day of _____, 2010 before me:

 Full name of Justice of the Peace in Block Capitals



DCCAS

“Offering Professional
Dry Cleaning Dispute
Solutions”

DRY CLEANING COMPLAINTS ARBITRATION SERVICES

A NEW SOUTH WALES SMALL CLAIMS TRIBUNAL CASE OF A WHITE SILK WEDDING DRESS, WITHOUT FIBRE CONTENT OR CARE LABELLING ATTACHED TO IT, RECEIVING A DRY CLEANING TREATMENT THAT RESULTED IN A LOSS OF WHITENESS AND OTHER PROBLEMS.

ENQUIRY

The customer submitted a white silk wedding dress, labelled ‘Danamade/Gosford Creations’, for examination and report. The purpose of the enquiry was to comment on the most likely cause of the loss of whiteness throughout the white outer shell fabric and the possible restorability of the original colour and the bust gathers and mid region ruching, after flattening by pressing, which the customer believes have all occurred as a result of dry cleaning by Lakehaven/Bay View Dry Cleaners.

The customer also wished to know if any of these changes could have been caused by her washing the dress in an unsuccessful attempt to restore the original whiteness of the dress or by storage in the dry cleaning shop for three years.

A DCCAS Enquiry Form (copy attached) was made available to Lakehaven/Bay View Dry Cleaners by the customer in order to provide an opportunity for the dry cleaner to provide details of the cleaning procedures used on this wedding dress but the dry cleaner declined to complete the form. This means that no information about the cleaning procedures used on this wedding dress are available for inclusion in this report. The customer also provided samples of the original white silk outer shell fabric and the lining fabric for visual comparison examination and testing purposes.

LABELLING

- **Designer/Manufacturer:** Danamade/Gosford Creations
- **Fibre Content Labelling:** Nil
- **Care Labelling:** Nil
- **Size Labelling:** Nil
- **Country of Origin:** Australia

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ABN 59 161 662 061

Web site: <http://www.drycleaningcomplaints.com>

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Tel: (07) 3204 6354 **Mob:** 0418 726 885

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EXAMINATION

The wedding dress was examined under standard white lighting conditions and compared to the original white outer shell fabric and lining fabric samples. It was immediately evident that both the outer shell and lining fabrics of the wedding dress had lost significant whiteness and had developed an overall greyish appearance. It was also noted that there was black or dark lint in both the pleating on the bodice and in the seam allowances at the bottom of the skirt.

TESTING

A sample of the original outer shell fabric was test dry cleaned by giving it three standard commercial dry cleaning treatments in perchlorethylene dry cleaning solvent, equivalent to the circled P dry cleaning symbol - **Dry Cleanable** . The tested fabric sample was visually compared to the original fabric sample under standard white lighting conditions and it was very clear that the white appearance of the dry cleaned sample was identical to that of the original fabric sample. The two test swatches are attached for visual reference.

DISCUSSION

This wedding dress had no attached fibre content or care labelling when the customer submitted it for dry cleaning. It is normally the responsibility of the designer or manufacturer of garments to provide permanently attached fibre content and care labelling to their garments so that the customer and, if appropriate, the professional cleaner can make themselves aware of the nature of the fabric and the required care treatments to be used on the garment both prior to purchase and after use and wear.

In this case, however, the customer provided the required amount of fabric to Danamade for them to make the wedding dress for her. Fabric retailers are generally legally required to provide or make available correct fibre content and care information for the fabrics they sell by the length and this information should have been made available to the customer when she purchased her fabric so that it could then be provided to the dress maker, and later to professional cleaners, preferably by means of permanently attached labelling.

When the dress was received by the dry cleaner, without attached fibre content or care labelling, the dry cleaner should have warned the customer of this situation of no attached fibre content or care labelling, as a risk management procedure, and explained to the customer that there was no fibre content labelling or recommended method of care attached to the wedding dress and that it could respond adversely to any particular selected type of dry cleaning treatment.

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Further, if the customer still wanted to go ahead with dry cleaning the wedding dress, the dry cleaner should then have requested that the customer read and sign a standard form of written release in which the customer accepts full responsibility for any adverse reaction the wedding dress may have shown following the dry cleaning treatment agreed by both the customer and the dry cleaner.

Such a written release, of course, would not absolve a dry cleaner from clearly careless or incorrect handling of the garment, but it would protect the dry cleaner if the dress reacted in an entirely unpredictable way to a recognised dry cleaning treatment. Unfortunately, in this particular case, the dry cleaner did not carry out this type of risk management procedure and must therefore be held fully responsible for any adverse outcome that could have occurred with this wedding dress.

In addition, testing of the submitted sample of brand new white outer shell fabric shows that three cycles of standard dry cleaning does not cause any loss of whiteness and this, along with the presence of the dark coloured lint within the dress pleats and seam allowances, indicates that the dress has clearly been mishandled in some way during dry cleaning, such as being cleaned with contaminated dry cleaning solvent, causing some form of re-deposition of dark soiling and lint into the dress. This testing strongly indicates that the dry cleaner has incorrectly handled this wedding dress in some way and should therefore be held fully responsible for the present unsatisfactory outcome with the wedding dress.

Neither storage in a dry cleaning shop for three years, nor wet cleaning by the customer, would normally be expected to cause this type of loss of the white appearance in the wedding dress and certainly not the contamination with the dark lint. It is unlikely that the original appearance of the white outer shell fabric can now be restored to its original colour, particularly if the discolouration has been caused by re-deposition, but if it could be restored, it would require wet cleaning and the possible use of mild bleaching which would need to be used with great care on this fabric, assuming that it is silk.

Assuming the white outer shell fabric is silk, it cannot be permanently distorted, or heat set, by heat applied through either steam pressing or direct steam, as it is not thermoplastic, and the flattened gathers and ruching could therefore be theoretically restorable by expert finishing but this would need to be considered by an experienced dry cleaning finisher.

CONCLUSIONS

Test dry cleaning indicates that this white wedding dress would not have reacted adversely to normal dry cleaning. All the available evidence, therefore, clearly indicates that this wedding dress has been incorrectly or carelessly handled by the dry cleaner during cleaning, resulting in a significant loss of the original white appearance, as well as contamination with dark coloured lint.

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On the basis of the evidence of this examination and fabric testing, the dry cleaner should be held responsible for the present unacceptable condition of this wedding dress and should, therefore, provide full redress to his customer.



Steven Pyott

B.Sc., M.Sc., CText A.T.I., Grad.Cert.Ed., Adv.Dip.Ed.

Consulting Chartered Textile Technologist

DRY CLEANING COMPLAINTS ARBITRATION SERVICES

CERTIFICATE

I, Steven Donald Pyott, do hereby certify that to the best of my knowledge and belief, the above information is accurate. Being an Associate of the Textile Institute, I have agreed to be bound by the terms of the Institute's Royal Charters, By-laws and Professional Code of Conduct for the time being in force. The Textile Institute accepts no responsibility for the information contained in this reply to your enquiry.



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