

## WEDDING TERMS AND CONDITIONS

“We” are:

\*Either

FOR INDIVIDUALS OR PARTNERSHIPS: Your name trading as Your business name of address.

\*Or

FOR COMPANIES: Your Business (company number ..... whose registered office address is .....)

\*Delete what does not apply.

“You” are:

The customer purchasing Goods and/or Specified Goods from us (and where there is more than one person, they shall be jointly and severally liable).

### 1. Definitions

In this agreement:

“Consumer” Means any individual who, in connection with this agreement, is acting for a purpose which is outside their business.

14 period prior to your wedding date will not receive a refund. If you cancel in the period 21-14 days prior to your wedding we will refund 50% of the balance, less the deposit.

1.6. As your flowers will be ordered 14 days prior to the date of your wedding, any changes that you may wish to make during this time period will be subject to additional charges.

1.7. Fresh flowers are a living product and are dependent on weather conditions, stringent quality checks, and influences beyond our control. On exceptionally rare occasions we may have to substitute a specific flower. If this happens we reserve the right to source a similar flower, and we will ensure we do everything within our power to replace the substituted flowers with others as close to your original requirement as is possible

1.8. Occasional the suggested colour of a flower/flowers will not be available at market and a substitute colour will be used instead as near as the colour 1st agreed or a different flowers but using the same colour

1.9. All prices are subject to VAT

“Extra Work” Means all of the work we do and the materials we buy to prepare or produce Specified Goods. This will usually mean creating bespoke designed flower and plant decorations and creations, including art work and design advice, or floral design solutions for interior or external spaces.

“Goods” Means any of the Goods we offer for sale on Our Website, or, if the context requires, Goods we sell to you. It includes Specified Goods.

“Intellectual Property” Means Intellectual Property of every sort, whether or not registered or registrable in any country, including Intellectual Property of kinds coming into existence after today; and including; among others, designs, copyrights, software, discoveries, know-how, together with all rights which are derived from those rights.

“Specified Goods” Means Goods which have been subject to Extra Work to your specific order.

“Our Website” Means any website of ours and includes all web pages controlled by us.

These Terms and Conditions apply to all supplies of Goods by us to you.

## 2. Our Contract With You

2.1. We have set out in our Quotation what products and services you wish to receive from us and a date for your Event, when we will deliver our products to you. We have set out the Price and any extra requirements in our Quotation. These Terms are our standard Terms and can only be altered in writing.

2.2. We may change these Terms from time to time.

## 3. Extra Work

3.1. Our contract to supply Specified Goods is a contract for both the supply of Goods and the Extra Work you have asked us to do.

3.2. Extra Work is the bespoke design of your Goods to fit with your occasion or purpose specifications, design instructions or themes (“your Brief”).

3.3. The Extra Work shall be limited to the preparation of an initial design based on your Brief to us, and a round of amendments or revisions.

3.4. Wholesale redesign or significant changes to your Brief shall not be included as amendments or revisions and in that situation the contract will be terminated, and the Deposit forfeited. A new Quotation will then be provided by us, based on the new design instructions.

3.5. PLEASE NOTE: Your final Brief will be sent to you for approval and sign off, and this will then allow the Specified Goods to be created. Any changes to the Brief thereafter may incur additional charges.

#### 4. Intellectual Property.

4.1. The Intellectual Property in all work we do in the process of leading to completion of the Specified Goods and in the completed Specified Goods belongs to us. You cannot photograph, copy, reprint or use the designs for any other purpose or goods, save as set out below.

4.2. If you change or create derivative versions of the Specified Goods, the Intellectual Property in those changed or derived versions also belongs to us.

4.3. We now grant an exclusive licence to you, to use the Intellectual Property, by the use and enjoyment of the Specified Goods only, for a period of 99 years. You may not assign this license in any circumstances. This licence is personal and non-transferable unless agreed in writing.

#### 5. Prices

5.1. Prices for Goods and Specified Goods are available on enquiry, either through Our Website or by telephone or email. We are not registered for VAT. The Price for the Goods and Specified Goods is set out on our Quotation.

#### 6. Payment

6.1. We require you to pay 20% of the Price of your order on acceptance of our Quotation. The balance payment is required to be paid by you at least 6 weeks before delivery, including where applicable, any delivery costs, before we will send any part of the order.

6.1.a For wedding bookings taken over the phone or face to face without a consultation I will take non-refundable deposit of £200 then 6.1 will apply after the quotation.

6.2. If we owe you money (for any reason) we will credit your nominated bank account as soon as reasonably practicable but, in any event, no later than 14 days from the date that we accept that repayment is due.

## 7. Cancellation and Refunds

7.1. You are purchasing Specific Goods, and there is no right to cancel a contract to supply Specific Goods and no refunds are available. If you do not wish to progress with the order, and ask to cancel or terminate the agreement, unless we have agreed otherwise in writing, you will be liable to pay the full Price for the Specific Goods or Goods.

7.2. Our discretionary policy is as follows:

7.2.1. The Goods can be cancelled by either party in writing or by email subject to the matters set out in this clause.

7.2.2. If we cancel the Goods, the Deposit will be repaid to you within 14 days of cancellation, and no further refunds, sum or compensation will be payable to you by us arising from such a cancellation.

7.2.3. If you cancel the Goods more than 6 weeks before the date of delivery then the 20% Deposit shall be forfeited. No further sums will be due from you to us.

7.2.4. If you cancel the Goods less than 6 weeks before the date of delivery the 20% Deposit shall be forfeited. In addition, a cancellation fee will be immediately due, which shall be 80% of the Price less any monies already paid. For clarity – you will be required to pay the full Price in these circumstances.

## 8. Liability For Subsequent Defects

Please examine the Goods you receive from us immediately you receive them. If you do not tell us of any defect or problem within 7 days of receipt of the Goods, we shall assume that you have accepted them.

8.1. If the Goods do not meet our Brief as detailed in the Quotation, you may reject them and return them to us. Our Goods are perishable and designed to be at their best on the day of delivery. The Goods must be returned to us as soon as any defect is discovered but not later than 7 days from receipt to you.

8.2. We will return your money subject to the following conditions:

8.2.1. We receive the Goods with labels and packaging intact.

8.2.2. You tell us who you are, where you are and set out the fault complained of in writing. We cannot return your money unless we know who sent the Goods back.

8.3. If any defect is found, then we shall:

8.3.1. repair or replace the Goods, or

8.3.2. refund the full cost you have paid including the cost of returning the Goods.



8.4. Our Goods are hand-created and natural products and are, therefore, unique. Part of the character and nature of such natural Goods is that they are subject to colour and shade variations. Therefore, defect shall not include:

- Colour variation from photographs and samples.
- Errors not identified by you, or any changes requested, at the time or after the Brief has been approved (see Clause 3.5 above).
- Our Goods are perishable and designed to be at their best on the day of delivery.

We do not guarantee them beyond that date.

8.5. If you buy from us other than being a Consumer, the following rules apply to the return of faulty Goods only: We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.

## 9. Delivery

9.1. Goods are delivered by us to the agreed location as set out in the Quotation on the due date.

9.2. We may deliver the Goods in instalments if they are not all available at the same time for delivery.

9.3. Goods are sent at our own risk until signed for by you or by any other person at the address you have given to us.

9.4. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted, the Goods may be retained by the Carrier.

9.5. When your Goods arrive, it is important you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.

9.6. Signing "Unchecked", "Not checked" or similar is not acceptable.

9.7. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. We are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.

9.8. Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.

9.9. Where agreed in writing and in advance, we will provide your Goods in containers (such as vases, ceramics, bowls and bottles) or with props (such as candelabras and candle holders) which we loan to you to use the Goods at their optimum. Any containers or props provided to you remain our property and must be returned to us at the end of your usage. Any breakages by you must be paid for or replaced "like for like".

9.10. If you pick up your Goods from us in person then:

9.10.1. Goods are at your risk the moment they are picked up by you or your Carrier;

9.10.2. you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging

## 10. Disclaimers

10.1. You agree that in any circumstances when we may become liable to you, in contract, tort, product liability or any other legal basis, the limit of our liability is no more than the Price you paid for the Goods.

10.2. We shall not be liable to you for any loss or expense which is:

10.2.1. indirect or consequential loss; or

10.2.2. economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.

10.3. Nothing in this clause shall limit our liability for death or serious injury to any person.

## 11. Miscellaneous Matters

11.1. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act.

11.2. You grant to us consent to use any work including photographs created as part of the Assignment to show off our Goods and Services and designs, together with the right to display images as part of our portfolio and to write about the Assignment on websites, and in our marketing materials. If you do not wish to grant this consent, you must confirm this in writing or by email within 7 days of entering into this agreement.

11.3. We shall not be liable for any failure of delay in performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute between a party and its employees.

11.4. This agreement shall be governed by the laws of England and Wales.

I cannot guarantee the price of flowers for wedding taking place more than 12 months from the date of quotation.

Acceptance of Quotation, Terms and Conditions.

If you wish to proceed please sign and return a long with 20% deposit.

Sign .....

Signed by:

Date:

Payment via bacs, details are as follows:

Sort: 20-83-50

Account: 03645681