

## **Terms and Conditions for your event.**

These are the terms and conditions of business for your order. When you pay your deposit, agree revisions to quotes or agree the final summary you are also agreeing these terms and conditions. They may be revised or supplemented by us at any time in which case they will be sent to you again.

### **Your Responsibilities**

**Ask us if you are unsure of any of the T&C's.** We've tried to make them clear, informative and easily understandable. If you have any questions about these terms and conditions, then contact us before you pay your initial deposit via email. Not every order or client is the same, and we are open to any suggestions to vary the terms and conditions. However, once you received these from us and you have paid your retainer deposit (your first payment to us) then you are agreeing that they are fair and are not tilted too much towards us and are accepting these terms and conditions in full. From time to time something happens, like Volcanic Dust clouds or Covid-19, and we need to supplement them. We'll do this either by changing this document or adding notes to emails and summaries when we send them. If we change this document we will send it to you so you can understand the change and agree to it.

**Understand that this is a contract to deliver flowers/props to you, not to a specific location, even though one is written on the final summary.** Most of the time everything will progress smoothly, but there are occasions when things go wrong and the event does not take place as planned. If we cannot deliver to your specified home address / church / venue as detailed in the final summary, we will deliver to an alternative location that we can deliver to safely, where the flowers/props are safe and where you can retrieve them from. For instance,

- A hotel might not let us past card access doors and we can't contact you to tell them to let us in. In this case we might deliver to the receptionist.
- A venue suddenly finds itself within a police lockdown because of a terrorist attack and we might deliver to your hotel or house instead.

Read the notes on "Circumstances out of our Control" at the end of the document carefully. We will always try to deliver them so they are available to you and this means they might not be at the place shown on the final summary or delivered at the time you were expecting them.

### **Read the details and understand what happens if you cancel, if you request to postpone or if we cancel**

The refund policy and cancellation charges are at the end of the document so read them carefully. We hope you never need them, but if you do then you should understand before you agree to our services what they are.

**Recognise that you have responsibilities as well.** Before you pay your retainer deposit you will most likely have received an initial quote from us for the order. We know that ideas change, venues change and dates change, so the intent of this first quote is to give you an approximate cost so you can choose your supplier and to agree the date of the event. However, it is a contract for us to deliver services to you and in return you agree to pay us. When you pay your deposit you agree to the contract. Some clients in the past have tried to argue that there was no "signed" contract but by agreeing in email or paying the deposit, you are entering into a contract with us. The services include us turning business away for the same date, turning business away for hiring of props for the same date and working with you to develop your final scheme. You will need to keep us up to date with any changes, eg to the date of event, and these need to be confirmed by us so that they are mutually agreed "variations to the contract".

**Be reasonable with your initial estimates of how big your wedding flower order will be.** If your wedding flower requirement reduces affecting the total by more than 25% between the initial quote and the final summary (for instance, a friend of the family offers to do the wedding flowers on the table and you now only require bouquets and button holes) then the agreement to do your wedding flowers may be cancelled by us. In this case the original deposit and any interim payments will not be returned to you. Mutually agreed changes and substitutions are permissible but deductions reducing the total by more than 25% are not.

**Check your Interim Summary carefully:** There can be lots of emails and meetings back and forth to develop the final scheme. Approximately 6 months before the wedding you will receive the interim summary capturing any agreed refinements to the order up to that point. Read this carefully and let us know if there is anything that needs to be corrected at this stage. Within 14 days of the interim summary being sent you will need to confirm and pay 25% of the total cost. This is your interim payment.

**Check your final summary carefully.** Approximately 5-6 weeks before your event you will be sent the final summary. Check this carefully as this is often the final variation to the contract and will be the checklist and spec used to prepare your event. If it is not on the final summary then it will not be made or supplied. If you have any questions about the flowers and props then clarify these before the final summary is agreed by you and your final payment is made. At this point, you will have paid us the total amount and the damage deposit and there should be nothing further to pay. However, we know that there can be minor changes, for instance last minute thank-you bouquets, perhaps one more buttonhole etc, that have been forgotten. These are normally handled on email and depending on the size and significance of the additional request we may choose to not revise the final summary but make a note of the change and implement it IF we have agreed to it. Make sure we have replied to your email so that you know we have seen it and agreed to your request. Appreciate that not all requests can be accommodated at the last minute as flowers and consumables are normally ordered at least a week in advance from suppliers and once an order is placed it cannot usually be amended or cancelled.

**Check that the Event Date is correct on the quote and on the final summary.** This is very critical so please check this carefully. That is the date that we are engaged to deliver the service on.

**Check the delivery details on the quote are correct and up to date.** There have been instances in the past where members of the party have changed where they are staying the night before the wedding and the delivery details have not been updated. If you know of a last minute change like this then update the delivery details as soon as you can and no later than 48hrs before the delivery is due. We will try to accommodate requests but should we be unable to accommodate the request, you will need to make arrangements to collect the relevant part of the order from the place agreed on the final summary.

**Check if any permissions / other documentation is needed for the delivery to be enabled.** When you are arranging your venue check to see if there are any restrictions to when deliveries can be made and to inform us if parking is unavailable or restricted. For instance, there can be parking restrictions at London venues which require the delivery vehicle to book in advance and arrive at a certain time. Churches are not open all the time, have Masses taking place and arrangements often need to be made in advance to set up inside the church. Certain venues ask to see a health & safety assessment before they allow your florist on site and these cannot be written unless we've seen the venue and understand the risks. You are required to give us sufficient notice to plan for these logistical considerations (before the final summary). If you do not, or if we cannot deliver and set-up because the church or venue is closed or refuses to let us then we will try and call you to find out what you want us to do. We may have another event or appointment which means we cannot wait, or we might have to leave in order

to set up another part of your order. We aim to do our best in the circumstance, but it may mean that these flowers/props may not be able to be set up in time and that you may need to arrange for someone else to complete the part of the delivery and set up that has been affected by these unexpected obstacles.

**Ensure that the final payment arrives in our bank account on time.**

We need the final payment to have cleared into our bank account in time for us to order the flowers. International transfers take longer than UK payments and can be reversed even if they show in our account. We need the payment to have cleared no later than 1 month before the event date. If you need to make a payment quickly then ask your bank about ways to do this. For instance, CHAPS can make a payment the same day for a small fee. If cleared fund payments are not received by the deadlines stated, we are unable to buy your flowers and you will not receive your flowers ordered.

**Check your flowers when they are delivered within a reasonable time.** If there is anything wrong or anything you would like to change at the last minute now you have seen it all together then the more time you give the more likely it can be done.

You or someone you have entrusted, will normally be able to check the bridal bouquet because it will be delivered to you direct, so you / your trustee must raise any concerns / complaints at this time, before the delivery florist leaves. However, venue flowers and church flowers are set up at a different time, and you may not see them personally until you arrive later in the day. Often there is a friend, family member, wedding coordinator or venue coordinator who is also present at the venue or church before you arrive and this gives you the opportunity for them to check the flowers for you and use a camera phone to send you a picture if there is anything they are unsure about.

**Collection or return of the hired items.** The fresh flower arrangements themselves are yours and where possible are designed and constructed so that at the end of the event they can be lifted easily off the hired prop items and given away to guests. Faux flower items (faux trees, arches, flower walls etc) as well as the other props (Vases, mirrors, plinths, votives, lanterns, post box etc) are on hire to you only for the duration of the event and remain our property. You are our client and you are responsible for these items

However, at the end of the night the guests can misunderstand when they are told that they "can take the flowers" and also take hired items either back to their rooms or home. The venue staff may also damage items. If the venue damages items, we will deduct it from your deposit and you will have to arrange with the venue to pay it back to you. Any damages / losses that occur to the hired items will be taken from your damage deposit, as specified in your final summary.

We will often go into a venue early to collect items so that the room is then available for the next event. We need to be able to locate all our items easily and it is expected that they will be grouped together and easy for us to find. If items have been taken back to peoples rooms, placed into other areas that are not obvious then we will not be able to locate them. This may mean we have to return to the venue at a later date to collect them and we will charge you for this.

**Contact details.** Please ensure that we have your contact details – ideally a landline at the place where you wish your flowers to be delivered to, as well as your mobile, and a back up mobile such as maid of honour / parents, so that we can contact you if we have issues finding your delivery address or need to call you for any other reason, such as clarifying any set up details.

**What you can expect from us:**

a) **A detailed summary that makes it clear what you want to order and how much it costs.** You will work with Gabi on the quote as you develop your vision. Each item on the quote will be specified and priced individually so that you can make changes and understand the cost. When you are 100% happy with the quote, a final summary will be issued to you approximately 1 month before to check and then agree to. The agreed final summary is therefore the final contract and quotes are working documents.

b) **The flowers are made as closely as possible to the final summary.** Nature is fickle and these are natural products and have natural variation. For example, the same Rose variety from different growers may have a subtly different shade.

a. Pictures in the quotes are provided for information only and the colours will appear different depending on the print out, computer monitor or mobile device they are viewed on. Also, flowers are a natural product and getting exact matches is sometimes not possible. It can really help if you can bring a swatch of material or a sample of the colour to either the initial meeting or as soon as possible, definitely before the final summary. This can be something as simple as a paint colour chart card.

b. Sometimes because of harvests or supply issues, a flower that should be normally available is not. In this event, a substitution will be made that is as close as possible to the original specification and to the untrained eye it would most likely go unnoticed unless it was pointed out. If the change is expected to be noticeable, you will be informed in advance to double check that this is OK or to agree a back up plan.

c) **Flowers are delivered fresh and we aim to put them where they should be.** To keep the flowers as fresh as possible they are usually delivered and set up on the day of the event. This relies on access to the venue at pre agreed times and also that whatever the flowers are being set up on is also being ready at the venue. For instance:

- If tables are not laid with tablecloths then the flowers cannot be set up on the tables. If this occurs then instructions will be left with the venue contact for how to set the flowers up.
- If cake flowers are required to be placed on the cake then the cake must be there at a time agreed in advance. If the cake is late then the flowers will be left for the cake supplier to put on.
- If a Mandap is to be decorated it needs to be set up and ready to receive flowers at a pre agreed time.

Note:

- If you are providing your own vases or candelabras these need to be available at the venue when the flowers arrive. Ideally one will also be available as the floral displays are made so that they can fit correctly. If you are using more than one type, you need to tell us how many of each design you are using and provide one of each.
- If any of the flowers are to be moved, eg flowers are moved from the ceremony room to the dining area, then this is your responsibility to do this unless it is specified in the final summary that it will be done for you.

**Other information that you need to know.**

**Liability.** Our liability is limited to the total value on your final summary.

Liability is limited to the supply of goods only. This means that when the flowers have been delivered the responsibility for what happens next is yours. No responsibility will be accepted for any consequential loss. For instance, but not limited to:

You might specify that you want candles at your wedding. They will be delivered and set up unlit. It is your responsibility or the venue's responsibility that they are used safely and if you have any concerns then enquire about battery powered alternatives before the final summary is agreed.

Tall displays / vases may be ordered as table decorations for a marquee wedding but during the delivery it becomes apparent that the marquee contractors set up a floor that is not even or is bouncy and the vases might fall over especially if someone bumps the table or passes by. The vases will be set up on the tables and if they fall over and break during your event then you are responsible for this.

You might specify that the colour of the water in the vases is pink. If this pink water spills onto a guests clothing then you are responsible for this.

It might be a very sunny day and the room at the venue is hot. The venue could be notified that this is a problem for the flowers but the venue controls the temperature of the room and this is your responsibility to ensure they do not impact the quality of the your flowers.

**Poisonous flowers.** Lots of commonly used wedding flowers (eg Lily of the Valley, Delphinium, Iris, Calla Lily) can cause allergic reactions or are poisonous. Even if the flowers used in your displays are a species known to be edible, they will have not been grown to comply with regulations for edible plants. For example, this means that they may have been sprayed with pesticides or fertilisers.

It is your responsibility to ensure that the flowers provided are used in the way intended (ie as displays). Where you ask for flowers to be added to something edible (eg your wedding cake) it is your responsibility to make sure that any flowers or sap from the flowers is not eaten.

**Photos that we take may be used in promotional and marketing materials.** You probably researched your event and saw photos of previous events. It's now time to spread the love because photos of your flowers can help future clients develop their ideas too. Photos from your lovely wedding may be used in blogs, websites and promotional materials and your wedding date, venue, your first name and your grooms may be used in the descriptions. If you can, send links or details of your photographer as your professional photos will be more beautiful. However, sometimes there are good reasons why you or someone else in your wedding party might not want this and in this case you must ensure it is captured on the final summary.

**Your event may not be done by us.** We are very proud that we don't just provide a livelihood for ourselves but also for a small set of trusted freelance sub-contractors. All of them started by working on our events with us, they know our style and have worked on many of the events that you see on our website. We always ask for photographs of the work they do and we are frequently contacted to receive praise for the amazing work that they do. We have worked with them for many years and they know our popular venues just as well as we do. They love doing flowers. However, they don't have the time or the resources to do all the other things that are needed to provide the full end to end service that you need. They are also our backup in case anything happens to us, eg injury, ill health or holiday arrangements.

If you are lucky enough to have one of them do your event you can feel proud that you are not using a large corporate company but a small cottage industry that supports people to do what they love. How will you know that it is not us doing your event?

- If you see either Barbara, Tracey, Lucy or Jade on your final summary then you will not be having your event supplied by us.
- You will pay them direct (interim and/or final payment). The bank account that you pay the money to will not say The Fine Flowers Company (UK) Ltd. Instead it will say their name t/a TFFC.
- If you have any complaints after the work you would contact us and we would resolve it for you. They use these same terms and conditions.

If you are unsure of anything then you can contact us. If you feel uncomfortable with this arrangement, then we'd first ask you to meet them. After that, if you are still uncomfortable then you may either cancel and receive a full refund of any money paid to date or request that we do the wedding for you instead.

**Data Protection.** The data protection act explains that if a company uses a computer and personal information together then it has to comply with the data protection act. For your wedding, you have sent your name, personal details, telephone number and your bank account details so the deposit can be refunded and because this is via email it is therefore used with a computer and the act applies.

You have also provided personal information for other people (eg the contact on the day, the grooms phone number, mother of the bride telephone number or email address. When you provide this information it is assumed that you know it is OK for you to share this information.

You can request from us at any time the personal information that is held on the computer. However, because no data is bought in for marketing purposes and no sources of information other than yourself have been used, the limit of the information held on the computer is in fact nearly always exactly the same as the information shown on your quotes.

This data will be shared with your wedding venue coordinator, our sub-contractors or another of your suppliers who needs it for a good reason (eg the photographer had lost his contact details and needed to call you on the day). You must ensure that if you do not wish this to happen that it is captured on the final summary.

Your data will not be shared with anyone else but your quotes will be kept on file for at least 7 years for accounting reasons.

Sometimes people will attend your wedding and at a later date make contact because they want the same wedding flowers. Information from your final summary may be shared with them but any personal details will be removed.

**You have given consent to be contacted.** You might have made contact initially through the website or contacted by phone and when you do this it is assumed that you are giving consent to be contacted by email via the address you have given. You may be contacted in future to ask for photographer contact details, photos, to check some details for the blog or other reasons. This occurs after your wedding and if you do not wish to be contacted then ensure that this is captured on the final summary.

**UK Law applies.** If you are located outside of the UK (eg you are a Bride that is getting married in the UK but you live in a different country) then you will be arranging your wedding remotely via email and telephone and there may be differences in consumer rights between your home country and the UK. Also, as mentioned previously, the final summary is the contract where the specification for the goods is defined and the payments in respect of them is defined. All communication prior to this to develop the quote is not the final contract. It is therefore very important that you check that the final summary is accurate before you agree it.

### **Competition and Market Authority Guidelines.**

The CMA has published several useful documents and we have developed our terms and conditions to follow them as closely as possible. We believe we take less deposit than many of your other suppliers and only take the final payment 1 month before your event. If you are aware of other useful resources for preparing Terms and Conditions in addition to these please let us know:-

- 2016 Investigation into advance payments and cancellation terms in wedding industry
- 2020 Covid-19 Task force

**What to do if you have a complaint.** If you have a complaint, please let us know as soon as possible so we can address it. If we receive a complaint on your behalf from someone else, eg you parents, then we will wait until we can discuss the matter with you. This is because you are our client and we cannot discuss details of your event with someone else. If we can't resolve it to your satisfaction, we'd ask that you summarise your complaint and send it to us. We will reply promptly with our point of view and then we'd ask that you get an independent opinion, eg Citizens Advice Bureau. If we cannot agree a suitable solution, then we'd suggest third party mediation or arbitration by a Nationally recognised body, eg Civil Mediation Service.

**Confidentiality.** Do not share the quote with other companies without permission. The quote is very detailed and whilst this is great for you, it also means that other suppliers can use it as a basis to develop a price or quote for you. If you share this quote without permission, then you may be pursued for compensation.

**Circumstances outside of normal control.** Flowers are one of those products which you expect to be delivered by a certain time. However, there can be events that make this difficult or impossible for us to do and whilst there is a delivery time and location specified in the final summary unfortunately this is not a commitment that it will be met if there are circumstances which mean it is not reasonably possible to do so. For instance:

- Road and Chunnel closures, accidents or problems with fuel supplies.
- Dust clouds from Volcanos that have restricted air travel and either staff or flower availability.
- Demonstrations, large events, terrorist activities and large gatherings of people.
- Strikes, Lock-outs or other Industrial action.
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks.
- The acts, decrees, legislation, regulations or restrictions of any government.
- Unusual weather conditions
- Car accidents and medical emergencies do happen. If something happens then the main priority is for the people involved to get the treatment they need. Unfortunately, this can mean that your event is a lower priority.
- There may be other circumstances outside of control that may mean that your order is not available on the time/date detailed in the agreement. Everything possible will be done to avoid this, but if it occurs then the flowers will be delivered as soon as possible. We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations that is caused by events outside of our reasonable control. If this means that your order is delivered during or even after the event then no refund will be given.

### **Contractual agreements, Cancellation and Postponement charges**

#### **Understanding**

- **when you have made an agreement with us,**
- **what you pay to us for providing the service**
- **which payments we hold on your account for your flowers.**

**When have you made an agreement with us?** When you first contact us we will normally prepare an Initial estimate. It is valid for 14 days from when it is issued. No contract is in place, we have not reserved the date or the props for you and we have no liability until you agree and we receive the initial payment. On occasions, you may book us without even discussing ideas in detail. In these cases we will ask you what your minimum spend is and agree a retainer deposit based on this.

**Your total spend is broken down into several different parts** and this may be different to how other florists do it. However, this is the basis for our refund and postpone charges.

- The cost of working with you to design the scheme** so you can get an initial quote and estimate of the overall cost and are able to choose a supplier. This is provided free to you.
- Early-stages work and costs:** The initial deposit is 15% of your total spend and is paid when you agree to your initial quote to reflect this. From the point that you pay this deposit we are actively turning new business away for your date. You are paying for exclusive use of the items you have requested and for us to be available on the days before your event (to prepare your order), for the day of your event to deliver and set up, and for the props collection after your event.
- Medium-term work and costs:** The interim payment (6 months before) is normally 25% of your total spend unless you have special props (Flower Trees, Arches, Flower walls, Faux Flower centrepieces). Special props need an additional payment which is equal to 50% of their hire rate. Overall we believe this is less than your other suppliers would be asking at this point and this amount would be specified in your initial quote before you make the booking with us (or after if these were added at a later stage).
- Late-term work and costs:**  
**The cost of the fresh flowers.** This is typically 35% of the costs. You send this money approximately 1 month before as part of your final balance payment and we hold it in a client account. This is your money and we order the flowers on your behalf and we settle the bill on your behalf. You may request a copy of the invoice if you wish. Under normal conditions flower prices are predictable through the whole of the year and we can make solid estimates of what your flowers would cost even if you are planning 18 months ahead. However, with Covid-19 or other large scale effects, there could be a transformation of the fresh flower supply chain and this may impact prices in a new way. In this case, if we cannot absorb this cost ourselves we

would contact you to discuss options. One option would be to keep to the same flower spend and change the scheme or cut back a bit on the list of requirements, the other option is for you to pay more to keep to the same scheme and design. Your choice would be captured in the final summary issued approximate 1 month before your event.

**Our operating costs to be able to provide the service:** marketing costs, overheads, pension payments, profit and tax. This is approximately 25% of your total spend and is paid 1 month before the event as part of your final balance

- e) **Damage deposit.** This depends on the props being used and is held by us on account and if nothing is broken it is returned promptly after the event. The damage deposit will be itemised so that it is clear what deposit is on each item.

#### Cancellation charges

How long before your event	Payment due	Refund policy if you cancel *	Refund policy if we cancel*
When you agree to book us	Initial deposit	<u>15% of total spend</u> If you change your mind and cancel within 1 month of booking us it will be returned to you. If you cancel after 1 month of booking us it will not be returned.	Full refund of the initial deposit.
6 months before your event	Interim Payment	<u>25% of total spend</u> If you cancel we will hold this payment until one of two things occurs: 1) We are able to get a replacement event of similar value on the same date then we will refund this payment minus an admin fee of £100. 2) We cannot get a replacement event of a similar value on the same date. In this case this will not be refunded.	Full refund of the interim deposit.
Approx. 1 month before	Final Balance	<u>25% operating costs.</u> If you cancel within 1 month of your event, this is not refundable unless we can get a booking on the same date for a similar value. We will hold this payment until one of two things occurs: 1) We are able to get a replacement event of similar value on the same date then we will refund this payment minus an admin fee of £200. 2) We cannot get a replacement event of a similar value on the same date. In this case this will not be refunded.	Full refund of the interim deposit.
		<u>Damage Deposit.</u> This is fully refundable as long as not items have been damaged.	Full refund of damage deposit
		<u>35% Fresh flower costs.</u> Once we order the flowers (10-14 days before your event), we are spending your money on your behalf and it is not normally possible for you to get a refund from the flower wholesaler. If you cancel before your flowers are ordered, this money has not been spent and you can receive it back.	Full refund of Cost of Flowers. If we cancel after we have ordered the flowers for you, we will offer you the choice of either the flowers to be delivered (in case you have a florist who needs the flowers) or a full refund of the cost of flowers.

\* Covid-19 has taught us that there can be circumstances that make it illegal for either you to accept and use our services (eg Weddings are banned during lockdown) or make it illegal for us to deliver the services (eg Not being allowed to travel outside your home). In these cases, the contract is frustrated and neither side is at fault. We will deal with these on a case by case basis with you consistent with CMA guidance.

#### Postponement Charges.

If you want to postpone you need to appreciate that this is a variation of the contract and needs to be mutually agreed. If we do not agree to the postponement then you are cancelling. In most situations, we are OK to postpone but we will ask for a commitment from you of a further 25% deposit which is not refundable. It is fully deductible from the final balance, so it is like paying a bit more of your event in advance but if you cancel then it will not be refunded.

If you want to postpone for a second time, this is a second variation of the contract and again needs to be mutually agreed. If we do not agree to the postponement then you are cancelling. In some situations, we are OK to postpone for a second time but in the majority of situations we will not agree to it. If we do agree we will ask for a commitment from you of a further 25% deposit which is not refundable. It is fully deductible from the final balance, so it is again like paying a bit more of your event in advance but if you cancel then it will not be refunded.

If you want to postpone for a third time then we will only agree if there are exceptional circumstances. Each time you postpone we lose business because we've reserved the date and possibly turned business away. We may offer to postpone but only if the original price is increased to take this into account.

**Cancellation because you do not pay an interim or final payment within 7 days.** We will contact you and request payment for interim and final payments. These are due within 7 days of us sending you the request. If you do not pay within this time you will be contacted explaining that you are cancelling unless we receive the payment within 1 working day. This is especially important in the weeks before your event because if we do not receive the payments for your flowers then we cannot buy them on your behalf. If we cannot buy them on your behalf in time we cannot arrange them for you.