



TERMS & CONDITIONS FOR SALE OF PRODUCTS

1.1 Certain products may be delivered by us in bud to ensure longer life.

1.2 Some Products, Flowers and Plants may be harmful or poisonous, if you require further information before submitting an order please contact us.

1.3 All Products are subject to availability. In the event of any supply difficulties, we reserve the right to substitute a product of equivalent value and quality without notice.

1.4 In the event that we are unable to supply the product or any substitute product to you at all, we shall notify you as soon as is reasonably possible and shall reimburse your payment in full and in any event no later than 30 days after the intended delivery date.

2.1 Prices listed within our service are valid for a maximum of 14 days from submitting your order.

2.2 Unless we inform you differently, our prices include VAT at the current rate.

3.1 During order submission you shall be required to provide us with your personal details, including accurate postcode, together with those of the intended recipient and all necessary payment details. We accept payment by most major credit and debit cards. By placing your order with us, you are consenting to be bound by our terms and conditions contained in these Terms and Conditions and appearing elsewhere on our website.

3.2 Payment for orders on account: Due strictly 14 days from the date of the invoice, unless previously arranged and agreed with the directors. Any queries with the invoice must be made by email within 7 days from the date of the invoice. Under the terms of the Late Payment of Commercial Debts Regulations 2013, interest will be payable at 8% above the current Bank of England interest from the date payment is due.

3.3 Payment for weddings: Following a consultation, 10% of the final cost must be forwarded to secure the booking of the date. Final balance payment must be made three weeks prior to the date of the

wedding. Any breakages, non-return of hired items etc. must be paid for in full within seven days of the wedding taking place.

3.4 Payment for events: 10% of the agreed cost must be paid in advance to secure the booking of the date. The date of the payment of the balance will be agreed between the Event Organiser and the member of staff in charge of the booking and completion of the order for the event. Any breakages, non-return of hired items etc. must be paid for in full within seven days of the wedding taking place.

3.5 Submitting your order is subject to our acceptance of this offer and we will not consider ourselves bound by a contract with you unless we have agreed a confirmation of order.

3.6 We cannot accept orders from customers under the age of eighteen (18) years without confirmation from an appropriate adult.

4.1 Our delivery service is only within Earls Barton and surrounding towns and villages up to a 15 mile radius unless agreed with a senior member of staff involved in taking the order.

4.2 On acceptance by us of your Order Form we will advise you of the intended delivery date. We will process order forms received by email on Sundays or Public Holidays the next working day.

Please Note: We do not normally deliver on Sundays or public holidays except by prior arrangement with the senior member of staff dealing with your order.

4.3 Anomalies in your submitted personal details may lead to problems or delays in delivery, so before placing your order, please ensure that you have included the full address details, including accurate postcode of the intended recipient and your daytime contact telephone number or e-mail address so that we can notify you in the event that any delivery problems are encountered.

4.4 Whilst we agree to use all reasonable endeavours to ensure that delivery will be on the requested delivery date you acknowledge that in very occasional circumstances delivery on the requested terms will not be possible. In such circumstances you will be given prior notice wherever possible and we shall either make alternative arrangements or shall reimburse your payment in full.

4.5 In case of delivery to certain locations where a third party is involved, such as offices, hospitals, airports, hotels, ships and other business locations, the signature of any person authorised to accept delivery on behalf of the organisation shall be accepted as proof of delivery to your chosen recipient.

4.6 Please note that we are only responsible for delivering against signature to the address you quote (or a close neighbour if no one is at home) we regret that where goods have been correctly delivered we cannot

accept responsibility if the intended recipient has moved, or lives elsewhere, and the actual recipient refuses or fails to return item(s).

4.7 Where the driver is unable to find someone to accept delivery, they will either deliver to a neighbour or leave a card at the address for the recipient to make contact.

4.8 It is possible to ask for a preferred delivery time within the order process. This option should be used only for orders requesting delivery to funerals, funeral directors and weddings. Whilst every effort will be made to ensure your order is delivered prior to the time selected, no guarantee for delivery by the time specified can be given. To assist us in meeting your preference, please ensure your order is placed at least one working day prior to the preferred delivery time.

4.9 In the instance of there being difficulties in delivering your order to the intended recipient we reserve the right to contact the recipient using the contact details you provide on the order form.

4.10 When placing your order, you are able to specify further delivery information. This is intended to provide further guidance to the driver delivering your order which isn't included within your address information, for example to specify floor number, or hospital ward. We reserve the right to not action any delivery requests specified in this field which we deem unacceptable and will use other elements of address information provided elsewhere on the order form to fulfil your order.

5.1 Orders may be amended or cancelled up to 24 hours before the intended delivery date.

5.2 To amend or cancel your order, please contact us using our contact details.

5.3 You are entitled to cancel any payment at any time where fraudulent use has been made of your credit or debit card by another person not acting on behalf of you or as your agent and to be re-credited by us to the extent that such sums are not reimbursed by the card issuer in such circumstances.

6.1 In the event that you are not satisfied with the our service any complaints should be addressed to our contact address

6.2 Because of the perishable nature of products and in order to assist us in resolving any complaints quickly, we advise you to make any complaint within 1 working day of the date of delivery or intended delivery of your purchase and you must include a photograph of the product.

7.1 Whilst we agree to use our reasonable endeavours to ensure that this our website and/or the order process is fully operational and error-free we cannot guarantee this and, therefore, accept no responsibility for any defects and/or interruption of the website and/or the order process and shall be released from our obligations under these Terms and Conditions in the event of any cause beyond our reasonable control which renders the provision of the website and/or the order process impossible or impractical.

7.2 (a) Our liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with your order with us shall be limited to a multiple of 3 times the price you have paid for the products.

(b) Subject to clause 7.2a above we exclude all liability for any claims, losses, demands and damages, including without limitation, any costs, loss of profits, loss of contracts or business opportunity, loss of data and any other consequential, incidental, special or punitive damages, even if we have been advised of the possibility of such damages, arising directly or indirectly out of or in any way connected with your use or inability to access the website and/or the order process, whether arising in contract, tort (including negligence), under statute or otherwise PROVIDED THAT nothing contained in these Terms and Conditions affects or will affect your or the recipient's statutory rights in relation to the quality, fitness or description of the products supplied.

(c) Subject to clauses 1.4 and 4.3 above, we shall not be liable for any delay or inability to perform our obligations to you if such delay is due to any cause whatsoever beyond our reasonable control.

8.1 We reserve the right to supplement and amend the Terms and Conditions on which you are permitted access to the website and/or the order process from time to time. We will post any changes on the Site and it is your responsibility as a customer to review the Terms and Conditions on each occasion you access the website or order process. Changes will be effective five hours after the posting of any such change and all subsequent dealings between you and us shall be on the new terms and conditions.

8.2 Additionally, we reserve the right to suspend, restrict or terminate access to the website and/or the order process for any reason at any time.

8.3 These Terms and Conditions shall be deemed to include all other notices, policies, disclaimers and other terms contained on the website, provided that in the event of a conflict between any such other notices, policies, disclaimers and other terms, these Terms and Conditions shall prevail. If any of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.4 We shall ensure that we comply with the requirement of all current data protection legislation including, without limitation, the General Data Protection Regulations 2018 (as replaced, modified or re-enacted from time to time). We shall only use personal data received from you for the purpose of fulfilling our obligations under these Terms and Conditions and as stated in our Privacy Policy.

8.5 A person who is not a party to the agreement between you and us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms and Conditions but this does not affect any right or remedy which exists apart from that Act.

8.6 Save in respect of fraudulent misrepresentation, this agreement (including any documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings, and agreements between you and us (whether written or oral) and sets forth the entire agreement and understanding between you and us relating to the subject matter hereof.

8.7 Your purchase will be deemed to have occurred in the UK. These Terms and Conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

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