

## Terms and Conditions for your wedding/event.

It's important for any business to make terms and conditions as clear and informative as possible, and we hope that the following is easily understandable. Please do ask us if you are unsure of any of the T & C's. When you pay for your wedding/event floral requirements you are also agreeing to these T & C's. They may be revised or supplemented by us at any time in which case they will be sent to you again.

Most of the time everything will run smoothly, but there are occasions, out of our control, when things go wrong and the event does not take place as planned for example, Covid restrictions, traffic accidents/travel incidents, staff sickness etc.

#### Contract:

After your initial consultation, we will put together a quote for your requirements. This will include a detailed description of your requirements and a breakdown of the costs, including delivery prices, prices for hire, installation and dismantling prices and collection prices. Our contract with you commences when you have agreed the quote and paid your initial interim payment.

### The products:

Flowers are a natural product. Sometimes the colours/tones/size of flower can vary week on week dependent on global weather and different growers etc. Any pictures in your quote are for information only and the colours may appear different on printed paper/ filtered photographic images/ screen devices etc. - getting an exact match is not always possible.

Sometimes because of global events or supply issues, certain flowers may not be possible to get hold of – in this instance, we reserve the right to substitute a flower/component of equivalent colour, texture or form, of equivalent value and quality. Equally, if the flowers delivered to us are of poor quality, we reserve the right to substitute. Rest assured we are experienced florists and will do our best to reflect your requirements wherever possible. Should this be an issue, we shall inform you before the event to discuss options.

We design our goods to your specification. Please be sure to give us accurate measurements if required – for example, if you are using a venue's hollow pedestal stand, let us know the dimensions of the hole so that we can use an appropriately sized container; the measurements of your containers if using, or the maximum weight for a suspended design using marquee's pulleys etc.

If you are providing us with your own vases/containers/candelabras, preferably these need to be delivered to the shop at least two days before the event or made available to us at the time of arrival at the venue.

# Changes:

We understand that things change from time to time. All changes must be put to us in writing (email) at least **six weeks before** the wedding/event date. Minor changes such as adding on minimal extra arrangements/designs, will be discussed, agreed upon, if appropriate, and payment for the increase in product will be added to your final payment. Where a change means a decrease in the total price of your order, we will amend your final payment accordingly.

Because we design, make and order goods to your specific requirements, once the six weeks before the wedding/event has passed, you may not be able to make a change – please contact us to discuss and we will assess each change to see if it is possible.

Major changes such as a whole revamp of design, or additional floral structures may incur an administration fee of £75, for our time in designing and organising.

As previously mentioned, we may make small changes to your designs if we are not able to acquire specific flower types etc. Significant changes such as the inability to provide big structures because of the features your chosen location, or for example, there are transport delays from the continent and the wholesalers can't get hold of the flowers, then you will be contacted as soon as we know there's an issue, and you have the right to cancel the contract with us.

We will not be liable for delays caused by an event outside of our control.

# Delivery:

Flowers and arrangements are delivered fresh – they are a natural product, and their freshness wanes over time. To keep them as fresh as possible we will deliver them to you, or the venue, on the day of the wedding/event. This relies on access to the venue at pre-arranged times and that the venue is ready for flower set up. If, for example, the tablecloths are not on the tables, instructions will be left with the venue to set up according to your requirements etc.

Delivery charges will be clearly seen on your quote – it is quite possible that there are three or four different delivery address for different items, so please make sure we have all the correct delivery details.

Collection by you is possible, especially for smaller weddings/events – we recommend you collect on the day of your wedding/event, if however, you must collect the day before, you must tell us at the time of ordering your flowers, and know that you run the risk that your fresh flowers and arrangements will not be as fresh as if collected on the day of the event – once received, the designs are your responsibility to keep them as fresh as possible.



# Hire of goods:

Rental of equipment from us may be required for your wedding/event. Prices for hire will be clearly listed on your quote. You are responsible for any risk of loss, theft, damage or destruction of the equipment hired, from the time that the equipment is delivered/collected by you, until it is returned to us/collected by us.

We will place goods safely at the venue - if you decide to move the goods delivered, you are responsible for any damage caused by this action.

Fresh flower arrangements themselves are yours and where possible, are designed and constructed so that at the end of the wedding/event they can be easily lifted off the hired prop items (such as vases/pedestal stands) and given away to guests. Props such as arches, flower walls, vases, containers, mirrors, terrariums, vintage bike, lanterns, candelabras, pedestal stands etc. remain our property.

Flowers in arches are not easy to take out. The fresh material is bought by you and is your property – if you wish to remove the flowers from an installation such as this, be careful not to damage the arch. If fresh material remains in-situ at the time of collection, we will assume that you do not want the fresh material and we will take the lot back with us to the shop.

We may go into a venue early to collect items. 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 are not easily locatable, we may have to return to the venue at a later date to collect them and we will have to charge you for this. If delivering equipment back to us then please ensure it arrives no later than our agreed date as we may have to use it for another event.

If you do not allow us to collect the equipment hired or do not deliver the equipment to us on the date agreed, or if the equipment is lost, stolen, damaged or destroyed during the time that you are responsible for the equipment, we will be entitled to charge you for reasonable compensation for the net costs we will incur as a result (for example, reasonable rental charges for the additional time that the equipment is in your possession, or the cost of replacing the equipment with new equipment (this will usually be the full retail price for new equipment of the same type and quality) and/or any losses we reasonably incur as a result of not being able to provide the equipment to another customer).

# Liability/responsibility:

We do of course, as a business, have public liability insurance, however it is limited to the supply of goods only. This means that when the flowers/goods have been delivered to you, the responsibility for them is now yours. We will ensure that installations and arrangements are located and installed safely and checked before we leave site. The fault is not ours if, for example, a drunken guest falls into a table and knocks an arrangement off, or candles are lit and left unattended/ used unsafely, or dye in a flower stem/vase spill, and stains an item etc.

We also can't be accountable for extreme weather such as intense heat – we will do our best to advise you of how to look after your flowers, but intense heat will severely damage the longevity of fresh flower and foliage. Outside arches/moongates will not be erected if we feel it is unsafe to do so (uneven ground or high winds etc) – a discussion will be had to decide the best action in this case.

Many plants and flowers are poisonous if eaten – please bear this in mind especially with young children around – we will not be responsible for people/animals eating your floral arrangements and suffering side-effects. Flowers provided for cakes are done so on the understanding that the cake-maker will arrange them and do so in a safe manner – we will not be responsible for non-edible flowers - it is your responsibility to ensure that the flowers provided are used in the way they are intended. Where you ask for flowers to be added to something edible for example, a wedding cake, it is your responsibility to make sure that any flowers or sap from the flowers is not eaten.

Sometimes magnets are used on buttonhole or corsages (to avoid piercing fabrics) it is your responsibility to inform us if any intended wearer has a pace-maker (magnets can seriously affect the rhythm of a pace-maker if placed near the heart).

# Floral designers:

Here at Vinetta's we have a team of experienced florists working alongside Vineta, in the unlikely event of sickness, we work closely with other freelance florists that can help us out.

# **Data Protection:**

We comply with the Data Protection Act 2018.

The personal data we will keep is only that that you give us, for example, your name, points of contact, flower and venue information etc. 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.

You may also provide personal information of other people, for example, the venue/wedding planner contact on the day, the groom/best man's phone number - it is assumed that you have permission to share this information with us. You can request from us at any time the personal information that is held on the computer. 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

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 after the wedding/event to ask for photographer contact details, photos, etc. If you do not wish to be contacted after the event, then please ensure that this is known to us in writing directly.



# **Understanding Payments:**

After your first contact with us, we will normally prepare an initial estimate. It is valid for 14 days from when it is issued.

Your wedding/event hasn't been secured until we receive the initial payment of 30% of the total cost of the order.

On occasions, you may book us without even discussing ideas in detail - in such 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 parts:

Free Initial consultation - working with you to design the scheme and arrangements so you can get an initial quote and estimate of the overall cost.
Initial payment of 30% of the total order will secure your date - from this point, we are potentially turning new business away for your date. We will be designing, researching, making enquiries with the wholesalers, buying equipment if needed, visiting venues, talking with venues about your requirements etc. You are paying for exclusive use of the items you have requested, and for us to be available on the days leading up to your event.
Final payment of the outstanding balance has to be paid no less than 28 days before the day of the wedding/event. This covers the cost of the flowers and staff. We may have to employ extra staff if it's a big event. Preparation for your order will be carried out in the two – three days before the wedding/event – we will receive flowers/goods, condition flowers appropriately, make up arrangements, prepare equipment etc. and then on the day of your event, deliver and set up, and potentially collect hired items the day after your wedding/event. This must be paid within seven days after receiving the balance invoice or we may have to cancel the contract.

# Cancellations and refunds if a contract is broken:

What should you do if you change your mind? After paying your interim 30% payment and entering a contract with us to make and provide your floral requirements, you have two weeks to inform us, in writing, that you have changed your mind – at this point we give you a full refund.

Two weeks after the date of entering a contract with us, any services, orders of customised goods, or flower orders will be deducted from the interim payment and the remaining will be refunded to you.

At the time of paying the balance i.e. 28 days before the event, you wish to cancel, you will not be refunded unless we are able to get a replacement event of a similar value on the same date. If the flowers have not been ordered already, we will refund you the cost of the flowers. We understand that life doesn't always run smoothly and if there's exceptional circumstances such as legal covid restrictions in place at the time of your wedding/event, you can at this point reschedule your wedding/event (however, depending on the new, mutually agreed date, the original quote may have to be revised due to rising flower and labour costs)

To end a contract with us, please let us know in writing at the address / email address below.