Terms & Conditions

A heart with flowers and text

Description automatically generated

Flowers By Touch Of Charm

Unit 30, Block 7, Old Mill Lane Industrial Estate

Mansfield Woodhouse, NG19 9BG

We are so pleased you have decided to use Flowers By Touch Of Charm for your event flowers - please read the following important terms and conditions before you commit to using our services.

This contract sets out:

Your legal rights and responsibilities, my legal rights and responsibilities; and certain key information required by law.

The intention is that this contract will bring clarity to our commercial relationship and protect both of us. Please let us know if there are any clauses that you do not understand or that contradict your understanding of our services.

In this contract:

‘We’, ‘us’ or ‘our’ means Flowers By Touch Of Charm; and

‘You’ or ‘your’ means the person buying our services who is the lead name on our invoice. In the case of a wedding this must be the bride and/or groom, and our contract is with that person (although a third party may make payment on your behalf).

If you would like to speak to us about any aspect of this contract, please contact us by e-mail at [touchofcharm@hotmail.com](mailto:touchofcharm@hotmail.com) or by telephone on 07921 197546

**BACKGROUND**

We provide flowers for weddings, funerals and other events.

We are a limited company registered in England and Wales with company registration number 12370344 and with our registered office at 106 Carter Lane, Mansfield, England, NG18 3DH

We have full public liability insurance of up to £10,000,000.

**1. GENERAL**

1.1 When you pay your deposit you confirm your booking with us and you confirm that you have read, understood and agreed to the following terms and conditions.

1.2 These are the only terms and conditions upon which we shall contract with you. No alteration or substitution to these terms and conditions shall be valid unless we agree to them in writing.

1.3 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below).

We shall give you this information in a clear and understandable way in the main body of this contract together with any written description we give you of our services, for example, our proposal.

We shall give you information on:

The main characteristics of the services you are buying.

Who we are, where we are based and how you can contact us.

The price of the services.

The payment arrangements, carrying out the services and the time by which we shall carry out the services.

Payment arrangements and our refund policy.

Our complaint handling policy.

**2. SERVICE PROVISION**

2.1 We do not share services with other companies. For example, if you are to use us for your flowers, it is exclusively our team that will be providing the flower services for your event.

2.2 All services arranged directly by you will be your responsibility. We will only be responsible for services undertaken by us.

​2.3 Ceremony flowers: For weddings, we are happy to provide the ceremony flowers and transfer items from there to the wedding breakfast to save on cost for a turn around fee of £100

2.4 Flower arrangements: It is your responsibility to communicate with us the number of guests attending/bridesmaids/groomsmen etc to enable us the obtain the necessary flowers for the requested items.

2.5 Service specifications: Our services are limited to the specific items outlined on your invoice.

2.6 You have protection under consumer rights legislation, including that our services must be carried out with reasonable care and skill.

**3. PAYMENT**

3.1 Deposit payment to secure booking: A non-refundable £50 will be taken to process and secure your booking with us. This deposit is non-refundable.

3.2 Payment Options: Your booking is guaranteed as soon as we receive your deposit payment. After you book your event with us, the remaining balance of the total fee for our services is required within 8 weeks of your wedding or event or unless an agreed payment plan is initiated.

Payment Option 1:

£50 Deposit with the final balance due 8 weeks before the wedding or event.

Payment Option 2:

£50 Deposit with the final balance split equally into monthly payments with the total amount being paid 8 weeks before the wedding or event. Details of payment dates to be agreed upon in the initial meeting.

Payment Option 3:

25% Deposit with the final balance split equally into 3 further 25% payments with the total amount being paid 8 weeks before the wedding or event. Details of payment dates to be agreed upon in the initial meeting.

If your wedding or event is less than 8 weeks from the date of you booking our services, payment will be required in full.

​If you choose to make your payments in monthly installments, the installment amounts must be agreed upon in advance with us via email.

If you miss two installment payments, you must pay the outstanding balance due as a lump sum amount should you wish to continue with our services.

We reserve the right to cancel your booking if payment plans are not adhered to. In such circumstances, all monies paid by you up to that point will not be refunded in the event that we are not able to obtain another booking for the date of your event.

3.3 All monies paid by you are completely non-refundable in the event you cancel your booking (or we cancel your booking due to the breach by you of this contract) and we are unable to obtain another booking for the date of your event.

3.4 Balance payment: The full balance for our services is due 8 weeks prior to your event date and an invoice will be sent to you in advance of this date. If payment is not received by this time, and there is no response or communication from you, we will assume our services are no longer required and reserve the right to offer your date to another client.

3.5 Amendments: Once your initial invoice has been sent, you can make changes up to 8 weeks prior to your event date. We allow reductions to the products and services we are to provide to you of up to 10% of your overall invoice value.

3.6 Cancellations and change of event date: Bookings are transferable by you to another date within 18 months of the original booking (subject to our availability).

For any bookings postponed, please note that prices quoted for the original date are subject to change and a new quote/invoice may need to be reissued.

We reserve the right to cancel your booking in the following circumstances if applicable:

If the venue is closed on the day of your event due to circumstances beyond our control.

In the event of exceptional circumstances that may jeopardise the safety of our staff such as terrorism, a crime incident, or forces of nature such as earthquakes, flooding or extreme bad weather conditions like snow or ice.

3.7 Refunds: Refunds will not be issued in respect of your deposit or any payments made prior to the event, in the event you cancel your booking (or we cancel your booking due to the breach by you of this contract) and we are unable to obtain another booking for the date of your event. No refunds or credits will be issued for any items that are unused or unwanted services.

3.8 Accepted payments: Payments can only be accepted via bank transfer.

**4. PHOTOGRAPHS**

4.1 We may liaise with your photographer to acquire any photographs which feature our work and by entering into this contract with us you hereby give us your authority to do so.

4.2 Photographer’s credits will be displayed when provided as a watermark on the image and maybe credited in other marketing. We cannot take any responsibility for how your photos are used by third parties.

4.3 You hereby give us your permission for images/video footage to be taken of our work and these images may be used for our portfolio, website and any marketing materials/collateral. Photos and video footage taken by us of our work remain our property. Our photos are not to be reproduced, copied or edited in any way by you or any third party without our prior permission via email to do so.

**5. SET UP**

5.1 Required setting up time: We typically require a minimum period of 3 hours to set up décor at the venue. This is an estimate and may be more or less, depending on the nature of the décor and the number of guests. The exact time required will be confirmed during your consultation.​

5.2 Outdoor conditions: We cannot accept responsibility for any of our items that are used outside should they be damaged, soiled or affected by weather conditions after we have left them e.g. aisle runners becoming extremely wet or soiled.

**6. DELIVERY AND COLLECTION**

6.1 We will make every effort when delivering the décor items and/or furniture to park our vehicle/s without contravening parking restrictions. If the arrangements at the venue where we are required to deliver falls outside this category (i.e. red routes, double yellow lines, resident’s parking, etc) and a penalty charge is incurred, this will be passed on to you.

6.2 Delivery and collection charges only cover step free access. Venues with no step free access may incur additional costs.

6.3 Delivery and collection charges are inclusive of congestion or toll charges. These are included in the cost of delivery and collection if it falls within the applicable times.

**7. STOCK DAMAGE**

7.1 In the event of severe damage or loss of hired goods, we reserve the right to charge you for the full replacement value. Substitute items will not be accepted.

**8. CONFIDENTIALITY AND PERSONAL DATA**

8.1 Your booking, event date, contact details (address, phone, email), & bank details will be treated with complete confidentiality. We will not speak with any media representative or release any information unless you give us consent to do so.

8.2 We shall use the personal information you give to us to:

8.2.1 provide the services;

8.2.2 process your payment for the services; and

8.2.3 inform you about any similar products and services that we provide (though you may stop receiving this information at any time by contacting us).

8.3 We shall not give your personal information to any third party unless you agree to it.

**9. LIMIT ON OUR RESPONSIBILITY TO YOU**

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

9.1.1 losses unless they were:

- foreseeable to you and us when the contract was formed; and

- were caused by a breach of these terms on our part;

9.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

9.2 Our total liability to you is limited to the amount of fees, if any, paid by you for the services.

**10. EVENTS BEYOND OUR REASONABLE CONTROL**

We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances we shall be entitled to a reasonable extension of the time for performing our obligations.

**11. COMPLAINTS AND DISPUTES**

11.1 We fully anticipate that you will be delighted with our services, but if you have any complaints, in the first instance you should raise them with us in writing via email to touchofcharm@hotmail.com 21 days of the date of the event in order for our complaints procedure to be processed. We shall try to resolve any disputes with you quickly and efficiently.

11.2 If we cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract and the laws of England and Wales will apply to this contract.

11.3 In the event of a dispute between us, you and we agree not to engage in any conduct or communications, including on social media, designed to disparage either party or our products and services.

**ADDITIONAL TERMS**: 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 or foliage.

If this happens we reserve the right to source a similar flower/foliage, and we hope that you trust our judgement to make any necessary substitutions and know that it is in your best interests for us to do so.