



Terms and Conditions of Business

This document sets out our Terms and Conditions of Business

1. Definitions:

1.1 'Agreement' means these Terms and Conditions, together with the terms of any applicable Specification Document.

1.2 'Specification Document' means any statement of work, quotation or other similar document which describes the Goods and Services to be provided by the Business.

1.3 'Business' means Storybook Flowers LTD.

1.4 'Client' means any organisation, individual or entity who purchases goods and/or services from the Business.

1.5 'Products' means the goods as described on the Business' website and social media pages or any other Specification Document against which the Client places an order with the Business.

1.6 'Services' means the services described on the Business' website, social media pages or any other Specification Document against which the Client places an order with the Business.

2. General:

2.1 All products and services as set out on the Business' website, social media pages or other Specification Document are subject to the terms and conditions set out in this agreement.

2.2 Upon the Client's payment of the Booking Fee (details of which are set out below in Section 4.9) the Client confirms they have read, understood and agree to be bound by the terms and conditions set out in this Agreement.

2.3 The Business agrees to provide Goods and Services as set out on the Business' website, social media pages and other Specification Documents in line with the terms set out in this Agreement.

3. Our Products and Services:

3.1 All materials used in the Business' products are subject to high quality assessment.

3.2 All Products and Services are subject to availability.

3.3 Due to the nature of our products, an/or in the event of any supply chain difficulties we reserve the right to use similar products of the same quality and value.

3.4 It is the responsibility of the Client to ensure that any items on loan to them by the Business are returned to the Business at the address or a prearranged location within 7 days of the loan.

3.5 It is the responsibility of the Client to ensure that any items on loan to the Client are returned to the Business on time and in the same condition. It is the responsibility of the Client to cover the cost of any replacement or repairs of any items whilst on loan to the Client by the Business. Damage to items includes but is not limited to breakages, cracks, stains, burns, chips, or loss of items.

3.6 All products are pre-ordered up to one month before the date of any event and as such it is the Client's responsibility to ensure that any changes to the confirmed order as set out in any Specification Document are brought to the attention of the Business no later than six weeks before the date of the event. Any changes made by the Client to the order as set out in any Specification Document made after this date may be subject to additional fees and the Business reserves the right not to honour any such change made after this date.

4. Our Charges:

4.1 A non-refundable booking fee of fifty pounds (£50) made payable to the bank details below is required to secure the date of the Client's event. This fee is in addition to any figure presented in any additional Specification Document but will be brought to the Client's attention within a reasonable period of the Client obtaining any agreement for the Goods and/or Services of the Business.

4.2 The final balance figure given to the Client by the Business in any quote or Specification Document is subject to change with reasonable notice if any alterations are made to the style, material or scale of the Product or Services requested of the Business. This does not affect any other agreement made between the Business and the Client in any other Specification Document.

4.3 The final balance figure as outlined in any Specification Document is payable to the Business either by cash or to the bank account details.

4.4 The Business may confirm receipt of all funds within 7 days.

4.5 The final balance figure as outlined in any Specification Document is payable to the Business via cash or bank transfer using the bank details at least one month before the Client's event. Failure on behalf of the Client to make payment to the Business within this timeframe could result in termination of this Agreement, and any other agreement set out in any other Specification Document.

4.6 Upon the failure of the Client to make payment in line with the terms as set out in Paragraph 4.6 of this Agreement, the Business reserves the right to withdraw from its responsibilities as set out in the terms at Paragraph 2.3 of this Agreement.

4.7 The Business reserves the right to periodically review the prices advertised on the Business' website, social media pages or other Specification Documents.

5.Delivery:

5.1 The Business will only deliver Products by agreement as outlined in any Specified Document.

5.2 Delivery charges will apply.

5.3 Delivery charges are calculated based on a mileage rate using the AA Calculator based on the standardised rate of 45p per mile. For more details please visit <https://www.theaa.com/driving/mileagecalculator.jsp> and <https://www.gov.uk/money>.

5.4 The Business cannot be held responsible for non-delivery of Products or Services due to situations beyond its control, such as in the case of extreme weather.

5.5 The Business is not responsible for the collection of any items loaned to the Client as outlined in the terms contained within Section 3 (above).

5.6 The Business reserves the right to charge additional fees if there is a significant change to an agreed distance for delivery, or if collection of items or Products loaned to the Client becomes necessary.

6.Limited Liability:

6.1 Except in respect of death or personal injury due to negligence or fraudulent misrepresentation, the Business limits the liability for any party in respect of any claim whatsoever or breach of any of the terms as set out in this Agreement, whether or not arising out of negligence, to the price paid by the Client to which the claim relates.

6.2 The Business excludes liability and thus shall not be liable to any other party for any loss of business, loss of opportunity, loss of profits, losses incurred due to the result of third party actions or for any indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was

reasonably foreseeable or where one party had been made aware of the possibility of the other party incurring such a loss.

7.Cancellation:

7.1 It is the Client's responsibility to make the Business aware of any intention to amend, modify or cancel the agreement set out in any Specification Document.

7.2 Cancellation or termination of any agreement as set out in any Specification Document shall incur a cancellation fee in line with the following guidelines:

7.2.1 Cancellation or termination of any agreement as set out in any Specification Document from date of booking to 6 months prior to the event shall incur no cancellation fee, however the nonrefundable booking fee shall not be returned to the client, as set out in Paragraph 2.2 of this Agreement.

7.2.2 Cancellation or termination of any agreement as set out in any Specification Document between six and three months before the event shall incur a Cancellation fee of 50% of the total balance not including the booking fee as set out in Paragraph 2.2 of this Agreement.

7.2.3 Cancellation or termination of any agreement as set out in any Specification Document between three months and one month before the event shall incur a Cancellation fee of 75% of the total balance not including the booking fee as set out in Paragraph 2.2 of this Agreement.

7.2.4 Cancellation or termination of any agreement as set out in any Specification Document less than one month before the event shall incur a Cancellation fee of 100% of the total balance not including the booking fee as set out in Paragraph 2.2 of this Agreement.

8.Photography

8.1 The Business reserves the right to photograph and reproduce pictures of the Business' Products and Services for marketing and other purposes. It is the Client's responsibility to inform the Business if they do not want to be featured in such pictures, or if they do not consent to the pictures being used for the Business' marketing or general purposes. This request will be honoured at the Business's discretion.

8.2 Any photographs sent by the Client to the Business will be used for marketing purposes unless forbidden by the Client prior to receipt.

8.3 The Business will always endeavour to credit the photographer where known.

9. Privacy

9.1 In line with GDPR Regulations and the Data Protection Act (2018) all Client personal details are securely held, appropriately encrypted and protected by up to date software installed to combat malicious targeting and cyber fraud.

9.2 Upon completion of any agreement set out in any Specification Document all personal details of the event are destroyed. A record of Client payments are retained for Business accounting purposes, but all personal Client account details are securely disposed of.

9.3 No personal data held by the Business will be shared with any third party without the consent of the Client and no data will be sold.

9.4 For full details, please read a copy of the Business' Privacy Statement.

The terms set out in this Agreement do not affect your statutory rights. For more information please contact the Business.