

Floral Wedding Agreement

I don't really like this kind of stuff, but at least if it's written down, we all know that were on the same page so to speak. No small print...I promise! Please carefully review the following terms of our agreement and if there's something that isn't quite clear, please let me know:

- 1. RESERVATION: A non-refundable 20% reservation fee is required to reserve your specified wedding date. On receipt, we will check availability, email a receipt and confirm your date has been reserved. Until these steps are completed, the date is <u>not</u> reserved. We will then set aside the time and resources to complete the work set out in the attached quote. By sending the reservation fee, you are agreeing to the terms laid out here.
- 2. PAYMENT: After the non-refundable reservation payment, no further payment is required until after the final consultation, around 4-6 weeks prior to the wedding date. Then a final invoice will be issued. The remainder of the outstanding invoice is due two weeks before the wedding date. (If you'd rather pay a bit at a time on the run up to the wedding that's no problem either.)
- 3. The prices quoted are correct for the designs and flowers discussed, If designs and/or flower choices are changed this may lead to a variation in costs. The quote is valid for 2 weeks.
- 4. BREXIT: The exception to part 3 is for weddings after Brexit, as we are unable to predict the impact on imported flower prices. These may require a price alteration to avoid loss on our behalf.
- 5. DELIVERY: If our delivery service has been requested, the flowers will be delivered to the location/s specified in the quote. As a guide, we usually deliver the Bride's flower around 2 hours before the wedding. It is up to you to provide correct locations for deliveries. We shall not take responsibility for lateness caused by an incorrect address. If lateness is caused by incorrect addresses, or no recipient present, we do not take responsibility for lateness of other deliveries. You are responsible It is up to the client to ensure that the venue/church is open for set up.
- 6. Once wedding flowers have been delivered/collected, all responsibility for looking after the flowers, and flower condition is transferred from us, to yourself. If flowers are delivered within the timeslot agreed, and no recipient present, we will not be responsible should any damaged be caused once flowers have been left.
- 7. We try and post example of our work regularly on our website and Facebook page. Tag away! Please let me know if you'd rather I didn't mention you by name in the pictures. We won't use photos of you without your specific permission, but if you are happy to, it would be great if you'd give permission for your wedding photographer to send us some images of the wedding flowers.
- 8. We understand that minor changes to table numbers, buttonholes etc. are going to happen. However, as we only accept a limited amount of work on each day, significantly changing your order (for example, cancelling all your reception flowers) would be considered as a breach to this agreement. Under these circumstances we are within our rights to cancel your complete order. The 20% reservation fee would not be refundable. We are likely to have turned down other work to fully accommodate the order you have placed, which can dramatically affect our income. Sorry to sound like an ogre on this one, but we're a small business (basically me!) and not a big corporation. If you have major changes, let me know as soon as you can. (Ogre moment over!) If you'd like extra designs not mentioned in the attached quote, again let us know as soon as possible. We'll of course try their best to do them, but availability for extra work is not

guaranteed. Changes in regard to colour and flower choices are possible until the final consultation, around 4 weeks prior to the wedding date, and if there are differences to cost, these will be discussed and agreed at the consultation.

- 9. As you know flowers are natural items, and the availability of the exact shade and head size of flowers cannot be guaranteed. We will always do our very best, as do our amazing wholesalers, to sort out any problem should they arise. Should specific items be unavailable, sensible substitutions will be made and every effort will be made to agree such substitutions with you beforehand should time allow.
- 10. VASE AND STAND HIRE: If the arrangements supplied include the hire of stands and vases specified in the Sales order, all items should be returned safely within 48 hours of the wedding date. (If you need longer, please check with me beforehand) Should any of the hired items be missing or damaged at the wedding then full payment to replace these items will be required (these will be the prices in brackets on the quote) We offer a Collection service, but this <u>must</u> be arranged in advance and the sales quote will be changed accordingly.
- 11. If you choose to provide your own vases/containers, we'll need these items no less than 7 days prior to your event. (although if this is a problem, let me know) All containers should be delivered to us in the condition you would like them used. (Clean, polished, free of tags and debris) We'll ensure to take every possible care of containers/items supplied by you, but we will not be liable for damage caused to such items.
- 12. CANCELATION: Prior to the final consultation, you may cancel this agreement, in writing, for any reason. If you cancel after the final consultation, we will have ordered flowers/ materials and incurred costs. Sorry, but at this point the full invoiced amount will be payable. These terms also apply in the event of fire, natural disaster, severe weather, tragedy or other emergency where you have to cancel your wedding. The reservation fee is non-refundable in either circumstance.
- 13. LIMIT OF LIABILITY: In the unlikely event that I'm injured or becomes too ill to provide flowers for the wedding, I will make every effort to secure a replacement florist. If a suitable replacement isn't found, responsibility and liability is limited to the return of all payments received. We take the utmost care with respect to transporting and preparing the flowers, however should the flowers be lost, stolen or otherwise destroyed, while in our care, responsibility and liability is limited to the return of all payments received. In the event of fire, natural disaster, severe weather, tragedy or other emergency, where we are unable to deliver the flowers liability is limited to a full refund.
- 14. In the unlikely event of a complaint please let me know as soon as possible so that every effort can be made to rectify the problem. In any event any complaints should be made in writing no more than 3 days after receipt of the flowers.
- 15. By sending the 20% non-refundable reservation fee (the amount will be on the quote sent) you're confirming that you have read and understood the terms above and are accepting the quote given.
- 16.*COVID-19 Cancelation is as set out in point 12 above.

<u>Date transfer</u> - The purpose for the booking fee is so that I am able to keep the date and time needed to complete your designs available for you. This of course means that I may have to turn other work away (other weddings in particular) to honour your booking. Because of this, the date is non-transferable in normal circumstances. While I am under no obligation to transfer your date, to assist as much as I can, I will where possible.

If you change your wedding to a date that I am already booked, this will be treated as a cancellation by you.

First Transfer request

From booking until 6 months prior to wedding date - date transfer if arranged with dates I have available, no extra cost

6 to 3 months prior to wedding date - date transfer if arranged with dates I have available, 10% charge

12 - 2 weeks prior to the wedding date - Loss of booking fee, unless due to strict Lockdown, with restrictions for your travel (not guests) in which case - yes to date transfer (if arranged with dates I have available). no extra charge

Less than 2 weeks - Final payment is due 2 weeks prior to the wedding and at this point the flowers are ordered. I will be unable to give a refund, but if I haven't started making up the designs, I can issue a credit note for 25%.

<u>Subsequent requests</u> for a transfer may have additional charges and will be considered on an individual basis.

Thank you for reading through all that. I hope it wasn't too scary!

Jan