

the Forest and Flowers

Forest & the Flowers LTD

23 The Mall, Clifton Village, BS3 1QP

Company number: 12709927

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") are the terms and conditions upon which Forest & the Flowers Ltd ("we/us") makes available to you, the event commissioner, any of our services. By paying the booking/deposit fee to secure your wedding flowers and or/ styling services with **Forest & the Flowers** you agree to the following terms and conditions.

1. FOREST AND THE FLOWERS PRODUCTS AND SERVICES:

1.1 All **Forest & the Flowers** products are subject to availability. In the event of any supply difficulties, we reserve the right to substitute a previously agreed ingredient or component within a design of equivalent value and quality without notice. This includes specific flowers/plants and sundries that may not be available. **I would stress that flowers and plant material are a natural products and colours may differ/ be unavailable to those agreed but we will always make every effort to source products accordingly.**

1.2 In the event that **Forest & the Flowers** are unable to supply product, service or any substitute product or service to you at all, we shall notify you as soon as is reasonably possible and shall reimburse your payment in full. See 7.1.

1.3 All in person consultations will be made by appointment only. The initial consultations are complimentary. Once your wedding date is booked **Forest & the Flowers** is available for contact by phone and email at any stage to answer any questions and queries you may have. Additional consultations in person are chargeable to cover time and travel.

2. PRICES AND PAYMENT:

2.1 Prices listed within the **Forest & the Flowers** service proposal and quote will remain valid for **14 days** from the date sent to you, the event commissioner. Prices in the proposal/quote should be taken as a guide. Should the ingredients or components for the intended final design of the product or service rise significantly (e.g.: due to inflation rates, change in taxes as from your early booking date) we shall notify you, the event commissioner as soon as reasonably possible and pass this cost on to said event commissioner.

2.2. The final invoice for your wedding flowers will be issued to you after your order has been confirmed. Full payment for the product or service must be received prior to the event or service and no less than **14 days** before the event. **Forest & the Flowers** reserves the right to cancel any wedding flowers or event styling services, if payment is not made by this date. We are not obliged to offer any compensation for inconvenience caused.

2.3 Once flowers have been confirmed, any subsequent changes made to a wedding order must be submitted in writing by the bride, groom or appointed acting party. **Forest & the Flowers** will order your wedding flowers approximately ten to fourteen days before your wedding date, dependent on type of flowers chosen. You will not be allowed to make any significant changes after the order has been placed without additional fees. We will, however, try to make small changes where possible to accommodate your needs.

3. DELIVERY:

3.1 **Forest & the Flowers** charges for travel at a cost of 70p per mile. For travel times over 60 minutes, a rate of £15.00 per hour, or part thereof will be charged in addition to mileage. Travel costs for Events and Weddings in the Clifton, Bristol area are complimentary.

3.2 Incorrect personal details may lead to problems or delays in delivery, so before placing or confirming your order for a product or service, please ensure that you, the event commissioner, have provided full address and telephone details, including accurate postcode of the venue or agreed recipient and your contact telephone number or e-mail address so that we can notify you in the event that any delivery problems are encountered.

3.3 The event commissioner's flowers will be delivered or set up at a time previously agreed between **Forest & the Flowers** and you/the event commissioner. If for any reason we are not able to meet the delivery or set up time, the event commissioner will be notified as soon as feasibly possible.

4. EVENT SET UP:

4.1 **Forest & the Flowers** will personally deliver and set up your flowers unless otherwise agreed. For large events trusted assistants are brought in to ensure a smooth and timely set up.

4.2 **Forest & the Flowers** accept no responsibility for any damage caused by flames or lit candles at an event once we have left the wedding set up. Whilst **Forest & the Flowers** can provide candles and candle vessels, it is usually the caterer and/ or venue staff that light them, and we will not therefore be held accountable for any damage caused by them.

4.3 **Forest & the Flowers** accepts no responsibility for failure to collect, wear or use any arrangements for specific use by the bridal party, i.e. buttonholes or bouquets, once they have been left by our team at the relevant- and pre-agreed- venue. Any oversight to correctly collect and, for example, pin on buttonholes on behalf of the wedding party as a whole, or by an individual, remains the responsibility of said wedding party and/ or individual.

4.4 **Forest & the Flowers** requires that we are the sole provider of floral arrangements and/ or fresh flowers and foliage décor services. If you wish to add your own arrangements, please notify us. Please note, other than church flower teams, we will not work or partner with any other provider of floral décor for your event. This is non-negotiable.

5. CANCELLATION OF FOREST & THE FLOWERS PRODUCTS OR SERVICES:

5.1 Cancellation of the **Forest & the Flowers** products or styling service must be notified as soon as reasonably possible. Any booking fee paid will be retained regardless of the circumstances of the cancellation. As per term 2.2, we must receive full payment 7 days before the event. If you cancel your event within this time, after we have received payment from you, we will be unable to offer a refund, and will retain the full amount. Please see below for following timescales and refund amounts:

- 9 months or more before event date: Booking fee retained, no further payment required
- 6-8 months before the event date: Booking fee retained, and an admin fee of £200 required
- 3-5 months before the event date: Booking fee retained, and 50% of final amount payable
- 4 weeks – 3 months before the event date: Booking fee retained, and 75% of final amount payable
- 14 days up to event date: Booking fee retained, and full amount payable.

6. COMPLAINTS ABOUT FOREST & THE FLOWERS PRODUCTS OR SERVICE:

6.1 In the event that the event commissioner is not satisfied with the **Forest & the Flowers** product or service, any complaints should be addressed in the first instance, and within 1 working days of the delivery date, to:

Email: hello@forestandtheflowers.co.uk

Telephone: 07309 644015

Address: Forest & the Flowers, 23 The Mall, Clifton Village, Bristol, BS8 4JG

6.2 Because of the perishable nature of our products, the event commissioner will be advised upon delivery how to store/ care for your product and we ask that you fulfil this. Usually, the instruction will be to keep the product in a cool place, away from draft, heat or strong fumes and, if a bridal bouquet, in water/ specific packaging until usage.

7. DISCLAIMER – ILL HEALTH, “ACTS OF GOD” OR ADVERSE WEATHER CONDITIONS:

7.1 Whilst we agree to use our reasonable endeavours to ensure that the **Forest & the Flowers** floral and styling service is fully operational and error-free we cannot guarantee this. “Acts of God”, sudden ill health and adverse weather conditions may affect our ability to deliver the **Forest & the Flowers** product or service. However, in cases of adverse weather we will remain in contact with the event commissioner in the lead up to the event and, if the event is out of season, we will discuss a contingency plan with the event commissioner. We have contingency plans for such occasions of sudden ill health. If Camila Kessler or any of **Forest & the Flowers** florists are unable to personally complete or deliver your event, then this will be completed by a member of our experienced and trusted freelance team or outsourced accordingly. Ultimately, we can accept no responsibility for “Acts of God”, sudden severe ill health or adverse weather conditions and if we are prevented from providing the **Forest & the Flowers** floral products and/ or styling service as agreed, then we can only offer a refund of full monies paid.

8. PROPS, STYLING AND DÉCOR:

8.1 Items hired or borrowed from **Forest & the Flowers** (such as vases, containers, props, candles, cutlery, crockery, tablecloths, chairs, lighting etc) shall at all times remain the property of **Forest & the Flowers**. You are responsible for the goods during the hire period from the time of delivery until the goods are accepted back into the possession of **Forest & the Flowers**. All items must be returned in the condition they were delivered, or a replacement fee will be deducted from the contingency fee/deposit (quoted) for the item/s, if the replacement fee is more than the sum of the contingency fee you will be charged accordingly. The hire period for all goods supplied by **Forest & the Flowers** will be variable and agreed prior to your wedding day, along with details for return/collection.

9. GENERAL:

9.1 We reserve the right to supplement and amend the Terms and Conditions of **Forest & the Flowers** product or service from time to time. We will inform the event commissioner of any changes to the **Forest & the Flowers** terms and conditions. If you do not sign and return a copy of the Terms and Conditions as listed herewith; by the act of paying a booking fee you are proceeding with the booking and entering into a contract and therefore agree to these Terms and Conditions.

9.2 Additionally, we reserve the right to suspend, restrict or terminate **Forest & the Flowers** products or floral & styling services for any reason at any time.