



## The Enchanted Florist Terms & Conditions (v1.5)

**1.0 Agreement:** The narrative proposal prepared at consultation, is accepted by both parties as an accurate representation of the requirements and provisions to be made. It specifies the costs and services to be provided by 'The Enchanted Florist'; it details times, dates and venues.

**1.1** Its content is deemed to be legally and contractually binding on both parties.

**1.2** 'The Enchanted Florist', reserves the right to cancel this contract if at any time, we feel the obligations cannot be met, liability is limited to full refund of all monies paid.

**2.0 Terms:** Payments may be made in cash, cheque or by bank transfer.

**3.0 Deposits:** An initial booking deposit of 20% of the total balance due, must be paid to secure and reserve 'The Enchanted Florists' services. Details of these amounts are specified in the narrative proposal. This is a reservation deposit, date specific and non-refundable.

**3.1 Postponement:** If the original reserved wedding date is changed and advanced by more than six months and the final balance has not been paid, we will require a further 20% deposit/reservation fee to secure and reserve the new advanced wedding date. This payment will be deducted from your final balance and is not an additional cost.

**3.2** We will make every effort to accommodate new dates, if the original date is postponed, but we are unable to operationally accept the new date, this situation will be deemed and handled as a cancellation of the original agreed contract.

**4.0 Consultations & Additional administration:** Each couple is entitled to a complimentary one-hour initial consultation and one-hour final design meeting. Emails, WhatsApp, Facebook, Pinterest and telephone contacts are all welcomed during the planning process, however, above average contact levels, additional meetings (other than detailed above), proposal and design alterations, redesigns, revised costings, venue site visits; will all be deemed as additional costs, which have not been included or allowed for in the original costed and agreed proposal.

**4.1** We will need to levy additional administration fees to cover non-costed, additionally requested work. These costs will be discussed and agreed at the time the additional service requests are made by the client.

**5.0 Balance due must be paid in full 10 weeks prior to the wedding date.** If payment is not made in full, flowers will not be ordered, and this agreement is no longer valid. Deposits paid will be non-refundable in these circumstances



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**6.0 Additional purchases:** Will be invoiced at the time of order. If ordered after your final payment, they must be paid prior to delivery. Additions will be accepted up to 7 days prior to the wedding date. No guarantee is given that the same flowers will be available on orders made less than two weeks prior to wedding. Colour and style will be matched as close as possible.

**7.0 Subtractions:** Will be accepted up until the final balance is paid in full (10 weeks prior to wedding date). However, it should be noted that once our proposal has been agreed, there is a guaranteed minimum payment of 85% of the original proposal value.

**7.1** We will be happy to look at all alterations (see clause 4.1), but the minimum payment of 85% of original proposal value will apply.

**8.0 Cancellations:** This is a bespoke order and if payment is not made in full, by the specified date, this contract is cancelled, and all payments so far paid are forfeited.

**8.1** Contract cancellation should be made in writing to the address detailed at the foot of this document.

**8.2** There are no refunds for cancellations, of the deposit/reservation fee or individual items after the final balance has been paid.

**9.0 Substitutions:** We reserve the right to make substitutions in the event the flowers received are not of the quality suitable for your wedding. In this event, the integrity of the proposed colour scheme will be maintained, and flowers of equivalent value will be used. You will be notified of any adjustments. I would stress that flowers and plant material are natural products and colours may differ/ be unavailable to those agreed but we will always make every effort to source products accordingly.

**10.0 Force Majeure:** The Client shall not hold 'The Enchanted Florist' liable for any loss or damage arising directly or indirectly due to an act of God, fire, armed conflict, labour disputes, civil commotion, accidents, interruption to transportation, weather, or any other cause outside 'The Enchanted Florists' control.



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**10.1 Special note concerning weather conditions:** In the event of extreme weather preventing safe travel to the venue, every effort will be made to complete this contract, but if weather conditions are deemed dangerous and travel is not feasible, then it is at the absolute discretion of 'The Enchanted Florist' to travel to the venue, and no liability will be accepted for a decision not to travel and attend, made on safety grounds. The safety of 'The Enchanted Florist' staff is to supersede all other demands and requirements. The Client can arrange to have the items supplied in the contract; collected, conveyed and hire items returned by a suitable third party, at their expense, should such an option be deemed possible.

**11.0 Venue and Location Limitations:** 'The Enchanted Florist' is limited by the rules and guidelines of the location/venue and site management. Negotiation with the officials for moderation of guidelines is the responsibility of the Client; we will offer technical recommendations only. Reimbursements will not be made for unused items due to venue limitations.

**12.0 Rental:** All rental items must be returned to 'The Enchanted Florist, in the fit and proper condition they were originally hired in, any rental items not returned in such a manner will incur an additional fee.

### **13.0 Complaints about The Enchanted Florist product or service:**

In the event that the event commissioner is not satisfied with The Enchanted Florist product or service, any complaints should be addressed in the first instance, and within 1 working day of the delivery date, to:

**Email**            enchantedfloristdurham@gmail.com

**Telephone**      07539040918

**Address**        The Enchanted Florist, Units 9&10 Rydean Works, South Street, Newbottle,  
Tyne & Wear. DH4 4EH



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**13.1** 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 its water bubble, tissue paper or gift bag until usage.

**14.0 General:** We reserve the right to supplement and amend the Terms and Conditions of The Enchanted Florist product or service from time to time. We will inform the event commissioner of any changes to the The Enchanted Florist 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.

**14.1** Additionally, we reserve the right to suspend, restrict or terminate The Enchanted Florist products or services for any reason at any time.

**15.0 Price Fluctuations:** Your proposal has been priced using anticipated costs, however price fluctuations caused by, but not limited to: date postponements, inflation, changes in tax rates, currency exchange rates can significantly alter the anticipated costs. This is particularly relevant if bookings are made many months in advance. Should this be the case you will be notified in writing of price changes and given the choice to pay the increased amount; cancel your order forfeiting your paid deposit; request changes be made to original quantities and designs to bring the costs back in line with the original proposal

**Julie Reid (Proprietor)**

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