

**Naomi Weetman TRADING AS Paintbox Blooms**

**STANDARD TERMS OF BUSINESS**

**1. Interpretation**

1.1. The definitions and rules of interpretation in this clause apply to these Terms.

**Contract:** the contract between you and us for the supply of Services in accordance with these Terms.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Services:** the services that we are providing to you on these Terms.

**Terms:** the terms and conditions set out in this document.

**writing or written:** includes email.

1.2. The headings do not affect the interpretation of these Terms.

1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

**2. Basis of Agreement**

2.1. These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms.

2.2. A contract shall be formed between us ("**Contract**") upon you instructing us to commence work in relation to the Services (whether in writing, (including by email) or orally) and shall continue unless and until terminated in accordance with clause 9 below.

2.3. These Terms take precedence over any other terms and conditions and any course of dealing or industry practice.

### **3. The Services**

3.1. We shall provide the Services with all due care, skill and ability and shall use our reasonable endeavours to meet any timescales set out in the Order Form OR email correspondence between us, but these dates are estimates only and if we fail to meet these dates you shall not have any legal rights in relation to this.

3.2. We shall provide the following Services to you:

#### **Paintbox Blooms DIY and A La Carte Wedding Flower ("Services")**

3.3. Any samples, mood board, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our brochures do not form part of the Contract and are for illustration purposes only.

3.4. All Paintbox Blooms products are subject to availability. In the event of any supply difficulties, Paintbox Blooms reserve the right to substitute a formerly 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 natural products and colours may differ/ be unavailable to those agreed but we will always provide the next best thing.

3.5. In the event that Paintbox Blooms 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 10.1

### **4. Cooling Off Period**

4.1 If the Client is contracting as a consumer and has entered this agreement at a distance (such as by email, via a website or over the phone) or off premises (that is not at the Service Provider's usual place of business), they have the right to cancel this agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, the Client must inform the Service Provider of their decision to cancel this agreement by a clear statement via email. The Client agrees that services may be performed before the expiry of the cooling off period. If the Client cancels during the cooling-off period, the Client shall pay an amount proportionate to what has been performed until they communicated their cancellation.

### **5. Cancellation**

5.1 Cancellation of Paintbox Blooms products or services must be notified as soon as possible. If the Client cancels the booking after the 14 day cooling off period, the deposit is non-refundable. As per term 3.8, we must receive full payment 2 weeks 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.

## **5. Collection**

5.1 Paintbox Blooms allows collection of flowers from our studio based at Paintbox Blooms. The event commissioner's flowers will be collected at an agreed between Paintbox Blooms and you, the event commissioner. If for any reason we are not able to meet the collection time, the event commissioner will be notified as soon as feasibly possible.

5.2 Paintbox Blooms accepts no responsibility for failure to collect, wear or use any arrangements for specific use by the bridal party, ie buttonholes or bouquets, once they have left the establishment of East Chase Farm. 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.

5.3 Paintbox Blooms accepts no responsibility of care of flowers once left the establishments of East Chase Farm. Caring for your Flowers document is sent to all DIY and A La event commissioner's by email.

## **6. Delivery**

6.1 Paintbox Blooms charges for travel at a cost of 45p per mile. Travel time is charged at £15 an hour. For travel times over 60 minutes, a rate of £20 per hour will be charged.

6.2 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 intended 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. This can be completed via the Booking Form.

6.3 The event commissioner's flowers will be delivered or set up at a time prior agreed between Paintbox Blooms 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.

## **7. Event Set Up**

7.1 Paintbox Blooms will personally create your flowers, and when necessary her dedicated team will deliver and set up. You will be advised of who will be setting up your event in advance.

7.3 Paintbox Blooms accept no responsibility for any damage caused by flames or lit candles at an event once we have left the wedding set up.

7.4 Paintbox Blooms accepts no responsibility for failure to collect, wear or use any arrangements for specific use by the bridal party, ie 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.

## **8. Cake Flowers**

8.1 Paintbox Blooms advises for you NOT to use flowers supplied by Paintbox Blooms for your cake and I cannot be held responsible for improper use by you, the event commissioner, or your cake maker as I cannot 100% guarantee that all flowers supplied by myself are edible/ non-toxic if you decide to use flowers otherwise.

8.2 I accept no responsibility if anyone were to fall ill by ingesting any part of the flowers or section of cake that touches the flowers.

8.3 If you are DIYing your cake flowers, I take no responsibility of how they are used on the cake and any subsequent ill affects to you or your guests.

8.4 Please do not eat/ ingest any part of the flowers I supply as they are not food grade flowers.

## **9. Allergies and Allergic Reactions**

If you are DIYing your flowers, Paintbox Blooms cannot be held responsible for any allergic reactions. Wearing gloves and washing hands after is advisable.

## **10. Third party products or service**

Paintbox Blooms purchases items for use in event floristry. All items are checked thoroughly and mint condition is ensured. However, if an item were to break, crack or cause injury to a 3rd party or individual then Paintbox Blooms will accept no responsibility. We will provide full contact details of the where the items was purchased and from there, the dispute is to be settled between the event commissioner and the supplier of said faulty item.

## **11. Fees and Booking**

11.1 The charges for the Services are as set out in order form and proposal.

11.2 Your Booking Fee as stated in your quote is payable in full via Bank Transfer and secures my services for your Wedding date/ event. This payment is non-refundable under any circumstances (unless cancelled within cooling off period as stated in section 5 as it covers design and admin time.

11.3 The final balance payment for your wedding flowers/ event must be received prior to the event or service and no less than 2 weeks before the event or remain the right to withdraw from the services.

11.4 You must pay each of our invoices in full, and in cleared funds by the payment method specified on the invoice, within 3 days of the date of the invoice/ on presentation of the invoice.

11.5 Without prejudice to any other right or remedy, if you fail to pay the invoice on the due date, we may suspend all Services until payment has been made in full.

11.6 Floral items can be added/ removed or replaced from the initial order at a later date however the order cannot be reduced by more than 10% of the initial confirmed total. If this was the case, 90% of confirmed total would still be payable.

## **12. Other activities**

Nothing in these Terms shall prevent us from being involved in any way in any other as long as that does not cause us to breach any of our obligations under these Terms.

## **13. Data protection**

13.1 We collect and process personal data in accordance with our Privacy Notice that you can view at [paintboxblooms.com](https://paintboxblooms.com) Your details are never shared with a third party and solely used for communication about your event and to keep you abreast of Paintbox Blooms news and upcoming events via our newsletter.

13.2 You can unsubscribe from our newsletter at any time.

## **14. Obligations on termination**

On termination of this Contract, you shall immediately pay to us any unpaid fees or other sums payable under this Contract. Termination will not affect either of our outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

## **15. Liability**

The Service Provider's liability for any claim shall not exceed the cost of the services provided. This limitation does not apply to any liability for death or personal injury caused by the Service Provider's negligence, or any other liability which cannot be excluded or limited under applicable law.

## **16. Force Majeure**

16.1 The Service Provider shall not be liable for any failure to perform its obligations where such failure is as a result of circumstances outside of its control including without limitation weather conditions that means that it is not possible or advisable to continue with the service or event on the planned date, road closures, traffic, casualty or illness of the Service Provider, the Client or any other people that may impact on the provision of the 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 Paintbox Blooms is unable to personally complete or deliver your event, then this will be completed by a trusted fellow florist, outsourced accordingly. Ultimately, we can accept no responsibility for Acts of God, sudden ill health or adverse weather conditions. If we are prevented from providing the Paintbox Blooms service or product as agreed, then we can only offer a part or full refund pending works already carried out. This will be reviewed on a case by case basis.

16.2 The Service Provider shall not be liable for any failure to perform its obligations where such failure is as a result of circumstances outside of its control including acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, telephone or transportation service.

16.3 With the rise of heatwaves, Paintbox Blooms will endeavour to keep your flowers as cool as possible whilst creating in the studio. However due to their nature of flowers they will flag in full direct sunlight and or heat. We accept no responsibility for flowers that wilt due to heatwaves.

## **17. Confidentiality**

Both parties agree to keep all information related to this agreement (including the amount of the fee) confidential unless required by law.

## **18. Social media and the use of images of your flowers**

18.1 Paintbox Blooms reserves the right to take photographs of your wedding flowers/ event flowers/ chosen venue, yourself the event commissioner and any of your guests during set up/ ceremony. We reserve the right to use these images across our social channels and website after your event. We will happily send you copies of the images we have taken should you require them.

18.2 Please state in writing if you do not consent to having your , the event commissioner's and/or guests photo taking and or sharing as stated in clause 17

18.3 We reserve the right to contact your photographer after the event to view and download some of your wedding photos. Chosen photos may include you, the event commissioner and the events guests. Photos downloaded and shared across social channels and our website will be primarily chosen for the floral content. If you do not consent to us contacting your photographer for access to your events photographs, please state this in writing to us on confirmation of your booking.

## **19. Status**

Our relationship to you will be that of independent contractor and nothing in this agreement shall make us your employee, worker, agent or partner.

## **20. Governing Law and Exclusive Jurisdiction**

This agreement shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.

## **21. Amendment**

This agreement may only be amended in writing signed by both parties.

## **22. General**

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

16.2 Additionally, we reserve the right to suspend, restrict or terminate Paintbox Blooms products or services for any reason at any time.

16.3 Verbal or email instructions by the Event Commissioner to proceed with your DIY and A La Carte flower booking will constitute an acceptance in full of the Terms and Conditions as set out in this document.

## **23. Complaints about Paintbox Blooms product or service**

In the event that the you are not satisfied with the Paintbox Blooms product or service, any complaints should be addressed in the first instance, and within 1 working day of the delivery date, to: Email [conact@paintboxblooms.com](mailto:conact@paintboxblooms.com) Telephone 07557145216 Because of the perishable nature of our products, you 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 a cool place, kept in water until usage. Caring for your flowers document will also be sent to you via email.