

# The Flower Shop terms and conditions for orders

These terms and conditions (the "Terms and Conditions") are the terms and conditions upon which The Flower Shop ("we/us/our") make this website ("theflowershopsandbach Site") available to you and any of our services which are accessible on or via the "theflowershopsandbach.co.uk" Site (the "Flower Shop Service").

These Terms and Conditions govern your use of the "theflowershopsandbach.co.uk" Site and the Flower Shop Service.

## 1. Products

1.1 All products depicted on this website (as may be varied from time to time) are available almost everywhere in the UK, Channel Islands, Republic of Ireland and Isle of Man - or as otherwise directed. Certain product ranges are available in selected delivery areas only.

1.2 Certain flower and plant products may be delivered in bud to ensure longer life.

1.3 Some flower and plant products may be harmful or poisonous, if you require further information before submitting an order please contact us using the contact details set out on the contacts page of our website.

1.4 All products are subject to availability. In the event of any supply difficulties, we reserve the right to substitute with a product of equivalent value and quality without notice.

1.5 In the event that we are unable to supply all or part of your order (the product or any substitute product to you at all), we shall notify you as soon as possible and reimburse your payment in full no later than 30 days after the intended delivery date.

1.6 We are unable to offer Champagne or other Finishing Touch items with products ordered from selected ranges, this will be made clear when placing your order.

1.7 Products are delivered next day unless other delivery date or service is selected.

1.8 Selected products are not available for same day delivery or other special delivery services. Further information regarding product availability and delivery options will be presented when placing your order.

1.9 We guarantee the freshness of your flowers for 7 days. Roses, summer and spring flowers will be guaranteed for a period of 5 days.

## 2 Alcoholic gifts

2.1 Under the Licensing Act of 1964 (UK) and 1976 (Scotland) it is an offence for any person under 18 years to buy, or attempt to buy, alcoholic liquor. It is an offence under Sections 32 and 33 of the Intoxicating Liquor Act 1988 (Ireland) for any person under 18 to buy, or attempt to buy, intoxicating liquor. It is an offence under Licensing (Northern Ireland) Order 1990 for any person under 18 to buy, or attempt to buy, intoxicating liquor.

## 3. Prices

3.1 Prices listed within the Flower Shop Service are valid for a maximum of 14 days of submitting your order.

3.2 Prices include VAT for deliveries within the UK, Republic of Ireland and Channel Islands.

3.3 Except where stated product prices exclude The Flower Shop Delivery.

3.4 Product prices for items requiring delivery outside of the UK, Republic of Ireland and Channel Islands exclude transmission or delivery charges.

## 4. Orders / Payment

4.1 You will be given clear instructions to navigate the order process and will be required to provide us with your complete personal details, including accurate postcode, together with those of the intended recipient and all necessary payment details.

4.2 We accept payment by all major credit and/or debit cards other than Diners, American Express, department store cards and any other credit and/or debit cards as we may specify from time to time.

4.3 By clicking on the 'check out' button at the end of the order process, you are consenting to be bound by our terms and conditions contained in these Terms and Conditions and appearing anywhere on the "theflowershopsandbach" site.

4.4 Submitting your order is subject to our acceptance of this offer. We will send an email confirmation of your order details to advise that we are processing your order via the email address you provide. We will not consider ourselves bound by a contract with you until we have issued this email confirmation.

4.5 We cannot accept orders from customers under the age of eighteen (18) years.

## 5. Delivery

5.1 Except where stated, Standard Delivery is next day, and a charge of £5.00 will be applicable within the UK, Republic of Ireland, Isle of Man and Channel Islands. If you request delivery to remote areas which are not normally delivered to by us you will be advised of any additional charges as soon as possible upon receipt of your order.

5.2 Selected products are not available for delivery to certain areas - where possible we will advise you of these restrictions before you place your order.

5.3 Delivery Services - Should you require your delivery to be made within a specific time period we are able to offer the following delivery services. Please note, some services are subject to availability. We will advise you of services available at the time of placing your order:

5.3.1 Same day delivery services are charged at £6.99 (except where noted).

5.3.2 'Before 1pm'/'after 1pm' Interflora service is charged at £3 in addition to our delivery of £5.00. This delivery option is not currently available when ordering online so please call us to place your order. The service is offered to orders for delivery within the UK, Republic of Ireland, Isle of Man and Channel Islands. Should you require this delivery service, your order must be placed by 2pm, 24 hours in advance of the required delivery date (2pm Saturday in the case of Monday deliveries). This delivery service is offered subject to availability and may be withdrawn without notice during busy periods.

5.3.3 '3 hour delivery' Interflora service is available at a charge of £6.00 in addition to our Delivery of £5.00. This delivery option is not currently available when ordering online so please call us to place your order. The service is offered for orders to selected delivery locations within the UK, Republic of Ireland, Isle of Man and Channel Islands. Please request this service at the time of placing your order. This delivery service is offered subject to availability and may be withdrawn without notice during busy periods. We regret this delivery service is not available for orders requesting Champagne as part of the order.

5.5 Your intended delivery date will be confirmed in your email order confirmation. We will process orders received on Sundays or Public Holidays the next working day.

5.6 Delivery is not available on Sundays or public holidays, orders will be delivered on the next working day.

5.7 To avoid problems or delays with delivery, please ensure that you have included the full address details, including accurate postcode of the

intended recipient and telephone number, together with your daytime contact telephone number or e-mail address so that we can notify you in the event that any delivery problems are encountered.

5.8 Certain products will be delivered during a delivery period, providing delivery within a time frame around your preferred delivery date - you will be advised of this at the time of placing your order.

5.9 Whilst we agree to use all reasonable endeavours to ensure that delivery will be on the requested delivery date or during the delivery period, you acknowledge that actual delivery may be via a local florist. In very occasional circumstances delivery on the requested terms will not be possible, in such circumstances you will be given prior notice wherever possible and we shall either make alternative arrangements or reimburse your payment in full in accordance with clause 1.5 above. Goods delivered via third party services are generally despatched 24 hours before the requested delivery date for most UK mainland addresses. For deliveries via third party to Northern Ireland, Wales and some areas of Scotland, please allow up to an additional 48 hours after the requested delivery date for delivery to be made.

5.11 In the case of delivery to certain locations, where a third party is involved, such as offices, hospitals, Funeral Directors, airports, hotels, ships and other business locations, the signature of any person authorised to accept delivery on behalf of the organisation shall be accepted as proof of delivery to your chosen recipient. Please be advised that some products are unsuitable for delivery to Funeral Directors, Hospitals, airports or ships – please contact us for further information using the contact details set out in Section 7 below.

5.12 Please note that the carrier is only responsible for delivering to the address you quote (or to a neighbour if no one is at home). We regret that where the goods have been correctly delivered we cannot accept responsibility if the intended recipient has moved, or lives elsewhere, and the actual receiver refuses or fails to return the item(s).

5.13 Where the carrier is unable to find someone to accept delivery they will either deliver to a neighbour or leave a card at the address for the recipient to make contact.

5.14 In respect of orders outside the UK, Channel Islands and Republic of Ireland, delivery shall be made as soon as is reasonably practicable, but you acknowledge that delivery on the intended delivery date, particularly in respect of orders received for same day delivery or for Sundays and Public Holidays, cannot be guaranteed.

5.16 In the instance of there being difficulties in delivering your order to the intended recipient we (including the florist or third party delivering your order) reserve the right to contact the recipient using the contact details you provide at the time of placing your order.

5.17 When placing your order you are able to specify further delivery

information using the 'Delivery Information' field provided. This is intended to provide further guidance to the party delivering your order which isn't included within your address information – for example to specify floor number, or hospital ward. We reserve the right to not action any delivery requests specified in this field which we deem unacceptable and will use other elements of address information provided elsewhere on your order to fulfill your order.

5.18 Before placing your order, please review delivery cut-off times & prices.

## 6. Cancellation

6.1 Orders may be amended or cancelled up to 3 working days before the intended delivery date.

6.2 To amend or cancel your order, please contact us from 9.00am until 4.00pm Monday to Friday and 9.00am until 2.00pm on Saturday using the contact details set out in Section 7 below.

6.3 We regret that you may not cancel an order for perishable food products once your order has been dispatched.

## 7. The Flower Shop Customer Services

7.1 Our Customer Services Team is available from 9am until 4.00pm Monday to Friday and 9.00am until 2.00pm on Saturday.

7.2 Our Customer Services Office is closed for Christmas from 4.00pm 24<sup>th</sup> December to 4.00pm 2<sup>nd</sup> January (standard working hours), re-opening at 9.00am on the 3<sup>rd</sup> of January.

7.3 In the event that you are not satisfied with our service any complaints should be addressed in the first instance to:

By email: [concerns@theflowershopsandbach.co.uk](mailto:concerns@theflowershopsandbach.co.uk)

By telephone: 01270 764176

By post: Customer Services

The Flower Shop  
32A Congleton Road  
Sandbach  
CW11 1HJ

7.4 Because of the perishable nature of most products and in order to assist us in resolving any complaints quickly and to our mutual satisfaction, we advise you to make any complaint within 1 working day of the date of delivery or intended delivery of your purchase.

## 8. Disclaimer

8.1 Whilst we agree to use all reasonable endeavours to ensure that the flowershopsandbach Site and/or the Flower Shop Service is fully operational and error-free we cannot guarantee this and, therefore, accept no responsibility for any defects and/or interruption of the flowershopsandbach Site and/or the Flower Shop Service and shall be released from our obligations under these Terms and Conditions in the event of any cause beyond our reasonable control which renders the provision of the flowershopsandbach Site and/or the Flower Shop Service impossible or impractical.

8.2 Subject to clauses 1.5 and 5.3 above, we shall not be liable for any delay or inability to perform our obligations to you if such delay is due to any cause whatsoever beyond our reasonable control.

## 9. General

9.1 We reserve the right to supplement and amend the Terms and Conditions on which you are permitted access to the flowershopsandbach Site and/or the Flower Shop Service from time to time. We will post any changes on the flowershopsandbach Site and it is your responsibility as a customer to review the Terms and Conditions on each occasion you access the Flower Shop Service or flowershopsandbach Site. Changes will be effective five (5) hours after the posting of any such change and all subsequent dealings between you and us shall be on the new terms and conditions.

9.2 Additionally, we reserve the right to suspend, restrict or terminate access to the flowershopsandbach Site and/or the Flower Shop Services for any reason at any time.

9.3 These Terms and Conditions shall be deemed to include all other notices, policies, disclaimers and other terms contained in the flowershopsandbach Site, provided that in the event of a conflict between any such other notices, policies, disclaimers and other terms, these Terms and Conditions shall prevail. If any of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.4 We shall ensure that we comply with the requirement of all current data protection legislation including, without limitation, the Data Protection Act 1998 (as replaced, modified or re-enacted from time to time). We shall only use personal data received from you for the purpose of fulfilling our obligations under these Terms and Conditions and as stated in our Privacy Policy.

9.5 A person who is not a party to the agreement between you and us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms and Conditions but this does not affect any right or

remedy which exists apart from that Act.

9.6 In respect of fraudulent misrepresentation, this agreement (including any documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings, and agreements between you and us (whether written or oral) and sets forth the entire agreement and understanding between you and us relating to the subject matter hereof.

9.7 Your purchase will be deemed to have occurred in the UK. These Terms and Conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

## 10 Intellectual Property

10.1 All other rights, including copyright, in this website are owned by The Flower Shop or Interflora British Unit or any other acknowledged companies on the site. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use is prohibited without the permission of Interflora British Unit. You may not modify, distribute or repost something on this website for any purpose.

## 11. Use of "theflowershop.co.uk" discount voucher codes

11.1 "theflowershopsandbach.co.uk" discount voucher codes (also abbreviated to 'Voucher codes') can only be used against purchases made on "theflowershopsandbach.co.uk" for delivery to UK addresses only.

11.2 Voucher codes must be entered in the relevant section of the order process on "theflowershopsandbach.co.uk" site. We are unable to apply a discount to orders already placed.

11.3 Voucher codes are usually restricted to one use per customer and should not be passed on to additional recipients.

11.4 Voucher codes may also be set to a maximum number of redemptions - if we are not able to accept the discount code you have entered it will be because the code has expired or maximum redemption level for promotion exceeded. We will advise you accordingly in the order process and the discount will not be applied.

11.5 Selected voucher codes may be restricted for use against specified products - where possible, details of any restrictions will be communicated at the point where we promote the voucher code to you.

11.6 Voucher codes cannot be exchanged for a cash alternative or used in conjunction with any other promotions.

11.7 Where the voucher code entitles you to a percentage discount, the discount will not be applied to the delivery charge ('delivery' includes additional delivery services, which are charged in conjunction with Interflora Delivery, for example 'before 1pm delivery' charge).

11.8 Where the voucher code entitles you to a free delivery offer, this will be for The Flower Shop Sandbach standard next day delivery charge (£5.99). Certain delivery dates however incur additional charges, such as delivery on Sunday's or Bank Holiday's etc.

11.9 Voucher codes may be withdrawn, or suspended without notice for any reason. We will advise you within the order process if we cannot accept the discount code you have entered.

11.10 We cannot be held responsible for non-availability of "theflowershopsandbach.co.uk" which may prevent use of Voucher codes.

9.11 Changes to these terms of use may be made at any time.