

# Fleur de la Couture - Terms and Conditions



These Terms and Conditions cover the products and services provided by Fleur de la Couture.

## **1. Fleur de la Couture products and services**

1.1 All Fleur de la Couture's products are subject to availability. All efforts are made to source the perfect flowers that meet your design requirements. In the event of any supply difficulties, Fleur de la Couture reserves the right to substitute a formerly agreed component within a design of equivalent value and quality without notice. This includes specific flowers/ foliage and sundries that may not be available.

1.2 In the event that Fleur de la Couture is unable to supply products, services or any substitute product or service to you at all, it shall notify you as soon as is reasonably possible and shall reimburse your payment proportionately to what is supplied. See 7.1.

1.3 It is possible to make adjustments to your designs as long as 6 weeks' notice is given and we are able to source different items within this time frame. A minimum total cost will be stipulated in your quote.

## **2. Prices and payment**

2.1 Prices listed within the Fleur de la Couture quote will remain valid for 14 days from the date sent to you, the event commissioner, and should be secured with the notified booking deposit amount. Prices will be secured for the event unless the components for the intended final design of the product or service rise significantly, in which case we shall notify the event commissioner as soon as reasonably possible and pass this cost on to said event commissioner.

2.2 A £300 hire deposit is taken when products are being hired, to ensure that flowers are looked after carefully during the event, and are not lost, damaged or broken. See 4.5.

2.3 Full payment for the product or service must be received prior to the event or service, and no less than 6 weeks before the event otherwise we will not be able to go ahead with the event. Exceptions will be made for last-minute bookings and a new agreement will be made.

## **3. Delivery**

3.1 Fleur de la Couture does not charge for delivery within 10 miles of its base in SW179NF. Events more than 10 miles away will be charged at 75p per mile. Set-up fees may also apply if we need to stay at the venue after initial set up. Please see your quote for details.

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 an 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.

3.3 The event commissioner's flowers will be delivered or set up at a time prior agreed between Genevieve or Eloise 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.

3.4 For items sent by post, we use a 'Signed for' delivery service. We are not responsible for any consequential losses you may incur if the postal service does not deliver within the correct period for any reason. If there is an error with the postal service, Fleur de la Couture will do everything in its power to remake items and send them to you quickly with tracked delivery, and seek reimbursement if goods are lost by the mailing service.

## **4. Event set up and take down**

4.1 Genevieve Shouls and Eloise Shouls of Fleur de la Couture will personally create your flowers, and will either deliver and set up the displays, or organise for you to collect and set up yourselves. Please see your quote for details. If Fleur de la Couture will be doing the event set up, you will be advised which designer will be setting up your event in advance.

4.2 Fleur de la Couture accepts no responsibility for any damage caused by flames or lit candles at an event once we have left the wedding set up. Whilst Fleur de la Couture provides 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 Fleur de la Couture 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 us 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 The duration of item hire will be stipulated in your quote. Fleur de la Couture will either attend the venue to collect the hire items, or we will organise for you to return them at time prior agreed. Full details will be found in your quote.

4.5 Fleur de la Couture hires many items to event commissioners including, but not exhaustive, silk flowers, arches, vases, plinths, containers, candles and candelabras. Usual wear and tear is expected and will not be charged for (e.g. a flower head falling off), but if hire items are significantly damaged

in a way that require us to replace anything, we will charge cost value for replacements and demonstrate the costs of this to you. We will deduct replacement costs from the refundable hire deposit. The refundable hire deposit will be returned via bank transfer within 1 week of return of the hire flowers. We will take your bank details when the final balance is paid.

4.6 Fleur de la Couture stipulates that it is the sole provider of silk floral arrangements and faux foliage décor. If you wish to add your own arrangements, please liaise with us. If you wish to work with a real flower florist for some arrangements, please request them to liaise with us to coordinate colours and textures.

## **5. Cancellation of the Fleur de la Couture products or services**

5.1 Cancellation of the Fleur de la Couture products or services must be notified as soon as reasonably possible. Any booking deposit paid will be retained regardless of the circumstances of the cancellation. As per term 2.3, we must receive full payment 6 weeks before the event. If you cancel your event with less than 6 weeks' notice, the full amount is payable. Please see below for following timescales and refund amounts:

- Cancellation 12 weeks or more before event date: booking deposit retained, no further payment required.
- Cancellation 6-12 weeks before the event date: booking deposit retained, and 50% of final amount payable less hire deposit.
- Cancellation 0-6 weeks before the event date: booking deposit retained and full amount payable less hire deposit.

## **6. Rescheduling of the Fleur de la Couture products or services**

6.1 A change of event date must be notified as soon as reasonably possible. If you do not use our services for the new event date, this is a 'cancellation' and the charges of 5.1 apply. There is no cost to reschedule our services for a new event date as long as 6 weeks' notice is given. When less than 6 weeks' notice has been given, the date will be rescheduled as long as full payment has been made. In the event that we are unable to provide our service on the new event date, if more than 6 weeks' notice is given we will refund your booking deposit. We will retain the full payment if less than 6 weeks' notice is given.

- 6 weeks or more before original event date: booking deposit refunded
- 3-6 weeks before the event date: booking deposit retained, and 50% of final amount payable less hire deposit.
- 0-3 weeks before the event date: booking deposit retained, and full amount payable less hire deposit.

6.2 If the event date is rescheduled due to COVID-19 pandemic limitations, you must notify us as soon as reasonably possible. If you do not use our services for the new event date, this is a 'cancellation' and the charges of 5.1 apply. There is no cost to reschedule our services for a new event date as long as 6 weeks' notice is given. When less than 6 weeks' notice has been given, the date will be rescheduled as long as full payment has been made. In the event that we are unable to provide our service on the new event date, if more than 6 weeks' notice is given we will refund your booking deposit. We will retain the booking deposit alone if less than 6 weeks' notice is given, and refund any other amounts paid.

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

7.1 Fleur de la Couture will almost always post an image to social media, taken by us, on the day of your event. Following this, we will then reserve the right to share more photographs and details of the flowers on our website and social media profiles. We will send you copies of the images we have taken on request.

## **8. Disclaimer - ill health, Acts of God or adverse weather conditions**

8.1 Whilst Fleur de la Coeur agrees to use their reasonable endeavours to ensure that the Fleur de la Couture services are 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 Fleur de la Couture products or services. However, in cases of adverse weather we will remain in contact with the event commissioner and will discuss a contingency plan with the event commissioner. We have contingency plans for such occasions of sudden ill health. If Genevieve or Eloise of Fleur de la Couture is unable to personally complete or deliver your event, then this will be completed by the other team member wherever possible. Ultimately, we can accept no responsibility for Acts of God, sudden ill health or adverse weather conditions and if we are prevented from providing the Fleur de la Couture products or services as agreed, we can only offer a refund of full monies paid.

## **9. General**

9.1 We reserve the right to supplement and amend the Terms and Conditions of the Fleur de la Couture product or service from time to time. We will inform the event commissioner of any changes to the Fleur de la Couture Terms and Conditions. If you do not sign and return a copy of the contract as listed herewith, by paying a deposit are entering into a contract and therefore agree to these Terms and Conditions.

9.2 Additionally, we reserve the right to suspend, restrict or terminate Fleur de la Couture products or services for any reason at any time.