

FLEUR DE LA COUTURE - TERMS AND CONDITIONS

The Terms and Conditions listed below apply to the sale and purchase and hire of goods between “you” the consumer or commissioner and “we”, “us”, “our” being Fleur de la Couture.

By ordering any product or service from Fleur de la Couture you are accepting these Terms and Conditions. These Terms and Conditions can be changed without any prior notification and it remains the responsibility of the customer to be familiar with them prior to placing an order.

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 rare 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.

1.3 It is not possible to make any significant changes to the services booked. We will try to accommodate requests to make small adjustments to your designs as long as 8 weeks’ notice is given, and the new total price is equal to or above the original quote. Any additional costs will be passed onto you.

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, and should be secured with receipt of the 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 you as soon as reasonably possible and pass this cost on to you.

2.2 The booking deposit is 40% of the total hire cost, excluding the cost of refundable hire deposit.

2.3 Full payment for purchased items is requested at booking, with the invoice paid within 7 days.

2.4 The payment, whether in full or of deposit must be made within 7 days of the invoice date.

2.5 Full payment for hire services must be received prior to the event date, and no less than 8 weeks before the event otherwise we will not be able to go ahead with the hire and this will be deemed a cancellation, with terms as per 6.3. Exceptions will be made for last-minute bookings and a new agreement will be made.

3. Delivery of items

3.1 Where items are purchased or hire, and where they are being posted/couriered to you, please note the below.

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 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 delays are encountered.

3.3 For items sent by post, we use a ‘Tracked’ delivery service. We do not accept any responsibility for any failure to deliver goods, or delay, damage or defect in doing so if the circumstances were beyond our reasonable control. If there is an error with the postal / courier 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, or employ a trusted florist colleague to help if not available in person on that day. Please see your quote for set up details. You will be advised which designer will be setting up your event in advance.

4.2 Incorrect event and personnel details may lead to problems or delays in delivery and set up, so before placing or confirming your order for a product or service, please ensure that you have provided full address and telephone details, including an accurate postcode of the intended recipient and your contact telephone number or e-mail address of key people so that we can notify you/them in the event that any delays are encountered. If for any reason we are not able to meet the planned delivery or set up time, you will be notified as soon as feasibly possible.

4.3 Fleur de la Couture does not charge for event set up within 10 miles of its base in SW179NF or NG123JD. Events more than 10 miles away will be charged at 75p per mile. Set-up fees may also apply if an extended set up time is required or if we need to stay at the venue after initial set up to move designs; this is calculated with an hourly rate of £15 per staff member, and we usually have 2 staff. If we have to collect design at unsocial times there will be an additional charge to cover this. Please see your quote for details.

4.4 After the event 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, See 5.6. Logistic plans will be found in your quote.

4.5 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.

4.6 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 may provide candles, 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 and will charge to replace damaged items.

4.7 Fleur de la Couture stipulates that it is the sole provider of all floral arrangements booked for a wedding and event, unless otherwise agreed in itinerary. If you wish to add your own arrangements, please liaise with us to coordinate designs.

5. Hire

5.1 The dates of your item hire service will be stipulated in your quote details. All standard hires are based on a total of maximum 24 hours. Extended hire that is planned in advance will be charged at 20% of the hire value for each additional day past the above 24 hours. Extensions not previously agreed will occur the full hire cost for every day they are extended by. It is the responsibility of the client to ensure venue access for take down is agreed in advance. If we are unable to access the venue for take down which has been agreed you are liable for extended hire costs.

5.2 A £300 hire deposit is taken when floral products are being hired, and £70 for candlesticks hire, to ensure that items are looked after carefully during the event, and are not lost, stolen, damaged or broken.

5.3 At all times during your event the hired items remain our property. Unless expressly agreed and noted in your itinerary, all items are for indoor hire only.

5.4 Flower displays should not be moved around a venue unless agreed with us and documented in the written itinerary. Appropriate safety precautions must be followed by yourself or those instructed to move items. We accept no responsibility for injury caused during the movement of items.

5.5 By accepting these terms and conditions, you agree that you are solely responsible for the hire items at all times throughout your hire, from acceptance or pick up of the items until you return the items or they are accepted back by us.

5.6 Fleur de la Couture hires many items, including but not exhaustive of silk flowers, arches, vases, plinths, containers, candles and candelabras. Usual wear and tear is expected and will not be charged for (e.g. an odd flower head falling off), but if hire items are significantly damaged in a way that requires 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 in their original condition. We will take your bank details when the final balance is paid.

5.7 It is important that all hired items are returned or retrieved on time as the items may be required for another hire booking. If any items are not returned or retrieved in the agreed time and we have not made an arrangement with you, you will be charged 50% of the hire value for each additional day the items are away from us. If items are not returned in the agreed time and this impacts another booking, you will be liable for the full value of the second booking, including any delivery charges applicable. If items fail to be returned after an extended period of time (deemed so at our discretion), you will be liable for the full replacement value of the item and the stock ordering time of staff. The cost of returning the items is to be paid by you and is not included in the hire cost. Items must be returned by signed service.

5.8 We are not responsible for any injury or damage to animals, property, persons or objects arising from the use of any equipment under hire. We shall not be liable for any direct, indirect or consequential loss, damage or additional costs that may arise as a result of the use of our hire items. Our public liability insurance policy is available to be shared with venues if required.

6. Cancellation of the Fleur de la Couture products or hire services

6.1 Cancellation of the Fleur de la Couture products or services must be notified as soon as reasonably possible.

6.2 The cancellation terms for purchased items are as follows (items including bouquets, buttonholes, corsages, hair flowers favours and gift vase arrangements):

- Cancellation 16 weeks or more before event date: 40% deposit of purchase value retained; no further payment required.
- Cancellation 16 weeks or less before the event date: booking deposit retained and full amount payable.

6.3 The cancellation terms for hire items are as follows:

- Cancellation 30 weeks or more before event date: booking deposit retained, no further payment required.
- Cancellation 16-30 weeks before the event date: booking deposit retained, and 50% of final amount payable less security hire deposit.
- Cancellation 0-16 weeks before the event date: booking deposit retained and full amount payable less security hire deposit.

7. Rescheduling of the Fleur de la Couture hire services

7.1 A change of event date must be notified as soon as reasonably possible to discuss any changes. Your booking deposit shall be transferred to your new booking, subject to date availability. 50% of the remaining balance shall be due upon date transfer with the remainder to be paid no later than 8 weeks before your new date. In the event that your new date is not available then your request to postpone shall be treated as a cancellation in accordance with terms 6.2 and 6.3.

7.2 If the event date is rescheduled due to COVID-19 pandemic restrictions, you must notify us as soon as reasonably possible to discuss any changes. It is free to reschedule our hire services as long as all quote details remain the same except the new date. If we are unavailable to provide our hire services on the new date, our hire services can be cancelled free of charge if more than 8 weeks notice is given, with your booking deposit refunded. If less than 8 weeks notice is given, we will retain the booking deposit and refund any other hire amounts paid. Where a refund is required, you must provide written evidence from the venue that they are unable to host the event in any capacity.

8. Social media and the use of images of your flowers

8.1 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. By sharing any of your own images with us, we take this as permission to use on our social media unless otherwise stated.

9. Disclaimer - ill health, Acts of God or adverse weather conditions

9.1 Whilst Fleur de la Couture 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 you and will discuss a contingency plan with you. 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 hire services as agreed, we can only offer a refund of full monies paid.

10. General

10.1 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.

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

10.3 If any details on your invoice or booking form are incorrect then please let us know immediately via email so that they can be rectified. We will not be held responsible for any duties that are not carried out due to incorrect information on the invoice or booking form.

10.4 Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5 Our liability in respect of any loss of good will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL