

## Terms and Conditions

### About us

We are MyFlowers Limited (“**we**” and “**us**”) a limited liability company registered in England and Wales, company registration number 14323957, with registered address at First Floor, 85 Great Portland Street, London, W1W 7LT.

We are online flower shop. Our online shop is located on [www.myflowers.co.uk](http://www.myflowers.co.uk).

These terms and conditions (**Terms**) apply to the order by you and supply of bouquets by us to you (**Contract**).

In order to make purchases from us you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the billing information provided.

When you register an account with us, you are required to provide information about yourself that is true, accurate, current, and complete in all respects.

This Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

We may contact us over telephone on +44 (0)204 577 0088 or email on [support@myflowers.co.uk](mailto:support@myflowers.co.uk).

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

### Products

All Bouquets as depicted on our website (as may be varied from time to time) are available in London. If you require delivery outside of London, please contact our customer service to discuss the price and delivery times.

Some flowers and plants in our Bouquets may be harmful or poisonous. Care should be taken when handling all flowers, foliage and plants. Natural toxins in some flowers and plants can cause an allergic reaction and can cause harm if handled or eaten by humans or animals. Flowers, foliage and berries in our Bouquets are for decoration purposes only.

We guarantee the freshness of our Bouquets for 5 days from the date of delivery. We will replace the Bouquet free of charge if it does not keep fresh for 5 days for delivery.

Any issues with the quality of the Bouquet must be brought to our attention within 24 hours of the Bouquet being delivered to you. We reserve our right not to provide a refund if you fail to inform us of the issue within 24 hours from the delivery.

## **Your order**

Please follow the onscreen prompts to place an order with us. Each order is an offer by you to buy the Bouquet specified in the order (**Bouquet(s)**) subject to these Terms.

Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

After you place an order, you will receive an email or SMS from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in this term.

We will confirm our acceptance to you by sending you an email or SMS that confirms that the Bouquet has been dispatched (**Dispatch Confirmation**). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.

Before handing over the Bouquet to the courier, we will send a photo of the Bouquet to your phone using the phone number provided to us at the time the order is placed.

Our Bouquets are subject to availability. In the event of any supply difficulties, we reserve the right to substitute with a product of equivalent value and/or quality without notice. Where possible we may contact you to agree a suitable substitution.

Sometimes we reject orders, for example, because a product is unexpectedly out of stock or because you are located outside of our delivery areas range.

If we are unable to supply you with the Bouquet for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Bouquet, we will refund you the full amount including any delivery costs charged as soon as possible.

## **Our Bouquets**

The images of the Bouquets on our online shop are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your

computer's display of the colours accurately reflects the colour of the Bouquets. The colour of your Bouquet may vary slightly from those images.

Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our online shop may vary.

The packaging or wrapping of your Bouquet may vary from that shown on images in our online shop.

### **Ordering errors**

You are able to correct errors on your order up to the point on which you click “submit” during the ordering process.

### **Price**

The prices payable for Bouquets that you order are set out on this website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Where it is not possible to accept your order to buy a Bouquet of the specification and description at the price indicated, we will advise you by email or SMS, and offer to sell you the Bouquet of the specification and description at the price stated in the e-mail or SMS and will state the period for which the offer or the price remains valid.

### **Delivery Price**

London Zones 1-5	free from 9am to 9pm
London Zones 6-7	£10
London Zone 8	£20
London Zone 9	£30
Outside of London	to be confirmed

### **Payment terms**

By clicking on the payment button at the end of the order process, you are consenting to be bound by our Terms contained in these terms and conditions and appearing anywhere on the website.

We will take payment upon receipt of your order from your credit or debit card. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your

payment card refuses to authorise payment to us, we will not be liable for any delay or nondelivery.

We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the Bouquet from you, then we can refuse to process your order and/or suspend any deliveries to you. This does not affect any other rights we may have.

You can only pay for the Bouquet using a debit card or credit card. We accept the following cards and methods of payment: Paypal, Visa, Mastercard, GooglePay and ApplePay or other payment methods which may be clearly advertised by us from time to time.

We take reasonable care to make our website secure. All credit/debit card transactions through our online shop are processed using a secure online payment gateway that encrypts your card details in a secure host environment.

## **Delivery**

We will aim to deliver your order on same day within 2 hours from the Order being accepted by us within London zones 1-5. We offer same day delivery within 3 hours from the Order being accepted by us within London zones 6-9. You may contact us to arrange a delivery for another suitable date. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative time, or offer you a full refund.

We may be able deliver outside of London. Where the delivery on the requested day is not possible, we will attempt to contact you at point of purchase via one/all of the communication channels provided. If the contact cannot be established within one (1) hour, we reserve the right to proceed with the delivery for the next available date.

We will deliver the Bouquet to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the Bouquet left if you are out when we deliver. We cannot accept any liability for any loss or damage to the Bouquet once they have been delivered in accordance with your delivery instructions (unless it is caused by our negligence).

If we unable to deliver because you are not present at the address specified in your order, we may take your Bouquet back to our warehouse for safekeeping for 24 hours. It is your responsibility to contact us within 24 hours to rearrange another delivery. We will charge courier fees to re-deliver the Bouquet. We will not provide a refund for the Bouquet.

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.

You will become the owner of the Bouquet you have ordered when it has been delivered to you. Once the Bouquet has been delivered to you or a chosen location, it will be held at your own risk and we will not be liable for its loss or destruction.

We shall not be liable for any failure to perform in our obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

### **Cancellation Rights**

Under the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the order has been placed with us

Should you wish to cancel your order, you can notify us via call or email.

It may be possible to cancel your order, depending on time of cancellation request.

Cancellation request within thirty (30) minutes of placing the order, will be at no charge.

Full refund will be issued if we receive a notice of cancelling the order up to 24 hours prior to delivery date.

We require a twenty-four (24) hour notice of cancellation. 50% fee of the total amount paid for the order will be applied, if the cancellation request is made in less than twenty-four (24) hours prior to delivery date.

Unfortunately, we are unable to process cancellations for any order that has already been prepared, or is already out with the courier for delivery.

All sales during peak holidays (Valentine's Day, Mother's Day, Christmas) are final.

We further note we are not responsible for late deliveries caused by acts of nature (adverse weather conditions, storms, hurricanes, earthquakes, etc...) and no refunds will be issued for these reasons. The delivery will occur on the next possible delivery date.

### **Cancellation by us**

We reserve the right not to process your order if:

- a. We have insufficient stock to deliver the Bouquet you have ordered;

- b. We do not deliver in your area; or
- c. One or more of the Bouquets you have ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we do not process your order for the above reasons, we will notify you by e-mail or SMS and will credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

## **Liability**

Unless agreed otherwise, if you do not receive the Bouquet ordered by you on the date on which you ordered it and decide to cancel the order rather than re-arrange delivery, we will provide a full refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do or is due to events which are beyond our reasonable control.

Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, loss revenues or business interruption.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in anyway to limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Consumer Rights Act 2015) relating to faulty and or/misdescribed goods.

## **Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to us by email and all notices from us to you will be displayed on our website from time to time.

## **Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

## **Law, jurisdiction and language**

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

## **Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **Privacy**

You acknowledge and agree to be bound by the terms of our Privacy Policy <https://www.myflowers.co.uk/files/privacy-policy.pdf>

## **Third party rights**

Nothing in this agreement is intended to, nor shall it confer any rights on a third party.

## **Intellectual Property**

Your use of our website and its contents grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the content, including our software and all HTML and other code contained in our website. All such content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this website are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the content only as expressly authorised by us and/or its third-party licensors.

In addition to the Intellectual property rights mentioned above, "content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on our website.

## **Damage to your computer**

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to pay any person for any loss or damage which may arise to computer equipment as a result of using this website.

## **General**

We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this website if this happens.

Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

The Contract is between you and us. No other person has any rights to enforce any of its terms.

Our website is made available free of charge.

We do not guarantee that our website, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website



via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.