

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 an online flower and gift shop. Our online shop is located on 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.

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

Products

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.

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 and accepted it (**Order Confirmation**). If you do not receive the Order Confirmation, please contact our Customer Support Team at support@myflowers.co.uk who can check that the order has gone through and ensure you receive the confirmation email.

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 and without reimbursement to you. 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.

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 non-delivery.

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 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 are 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 £15.00 courier fees to re-deliver the Bouquet. We will not provide a refund for the Bouquet.

We do not guarantee the Same Day Delivery to all regions. If delivery on the selected date is not possible, we reserve the right to change the date to the nearest available day for delivery. The Order Confirmation that we send to you will contain the approximate delivery date or just the delivery date on which we will send the goods.

It is customer's responsibility to check the confirmation email and inform us of any changes, if any, within 30 minutes after placing the order.

In the UK (excluding London where we have our own couriers) we deliver using Royal Mail Tracked.

How we determine whether your order will be delivered by Royal Mail or by courier depends on your location.

For Royal Mail deliveries, 90%+ of our deliveries should arrive on a chosen date and the rest deliveries are usually delivered a day after the chosen date. We always aim to delivery on your chosen date but Royal Mail service delivery is outside of our control. We cannot guarantee it will be delivered on your chosen date and we reserve the right to select a different delivery date for you subject to availability. Where Royal Mail or a third-party supplier is used, we cannot guarantee the exact delivery date. In the event of a delay by Royal Mail we are unable to offer a refund or send another delivery without a charge.

We are unable to provide proof of delivery notifications for Royal Mail orders as this is not a signed for service, however, tracking is available.

When we use third party delivery service such as Royal Mail, we cannot guarantee that delivery instructions will always be followed. Timed deliveries are not available.

Although our team will always try our best to ensure punctual delivery for our customers, MyFlowers cannot be held responsible if a delivery arrives late due to circumstances outside of our control.

In the event of a non-delivery within 3 days after their intended delivery date, please contact the MyFlowers Customer Team at support@myflowers.co.uk. No refunds will be provided if you fail to contact us within 7 days from the intended delivery date.

MyFlowers only delivers within the United Kingdom.

We reserve the right, at our absolute discretion, to use a different delivery method without prior notification.

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

If you request to cancel an order for a Bouquet, and/or any other goods which are liable to deteriorate or expire rapidly, within 30 minutes from the moment the order was placed, you shall be entitled to a refund equivalent to the total sum of the purchase price of the Bouquet and any delivery fees.

We regret that you will not be entitled to a refund in respect of a Bouquet and/or any other goods which are liable to deteriorate or expire rapidly, if the cancellation request is made more than 30 minutes from the moment that your order was placed, because our customisation process has already been completed.

If you request to cancel an order for any goods which are not liable to deteriorate or expire rapidly (i.e. neither flowers nor foodstuffs), then you have the right to cancel this Contract within 14 days without giving any reason, **provided that the goods have not already been dispatched to you by the time you contact us to cancel.**

Should you wish to cancel your order, you must inform us of your decision to cancel this agreement by a clear written statement by email to: support@myflowers.co.uk.

If you request to cancel an order within the applicable cancellation period, we will reimburse to you all payments received from you. We will make the reimbursement using the same means of payment used for the initial transaction unless you have expressly agreed otherwise.

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://myflowers.co.uk/privacy-policy>.

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 co-operate 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.

