

Emma Whittle
Mayflower & Lily

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TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 07584030471.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). We are Mayflower and Lily a company registered in England and Wales under number 12959384 whose registered office is at Studio 210, Curtain House 134-146 Curtain Road London, EC2A 3AR and whose trading address is 28 High Street, Brant Broughton, Lincolnshire, LN50SL with email address mayflowerandlily@gmail.com; telephone number 07584030471; (the Supplier or us or we).
2. These are the terms on which we sell all Services to you. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by signing these terms and conditions and returning them via email to mayflowerandlily@gmail.com or via post to Emma Whittle, Mayflower and Lily, 28 High Street, Brant Broughton, Lincoln, LN5 0SL . If you do not sign this document, you will not be able to complete your Order. You can only purchase the Services and Goods from the Website, via email communication or via face to face communication if you are eligible to enter into a contract and are at least 18 years old.

Services

3. The description of the Services and any Goods is as set out in the Website or during our consultations. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.
4. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

Customer responsibilities

5. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
6. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Personal information

7. We retain and use all information strictly under the Privacy Policy.
8. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

9. Details of your order, including price and period of hire (if applicable) will be sent to you via email in the form of a quotation. Any quotation or estimate of fees is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
10. You must ensure that the details in your quotation are complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after signing the terms and conditions, this will then act as the contract between yourself and us.
11. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

Fees and Payment

12. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges will be set out in the quotation and sent to you via email. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
13. You must pay by BACS payment in GBP. Payments are taken as detailed below.
14. The final invoice for your order will be issued to you after your order has been confirmed when the terms and conditions have been signed and returned to us.
15. A 20% deposit is required to secure your booking, the quotation is deemed as accepted upon payment of the deposit.
16. A further part payment of 30% of the total order amount to be paid within 30 days to allow us to start purchasing items to fulfill your order.
17. Full payment must be received no later than 8 weeks prior to your wedding / event day. Failure to do so may lead to your order not being delivered in time for your wedding / event. Items will only be made and dispatched when full payment has been received and cleared

Delivery

18. We will personally deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period.
 - a. in the case of Services, at the agreed time determined at the time of the Order Confirmation and
 - b. in the case of Goods, without undue delay and, in any event, no later than the date agreed at the time the Contract is entered into.
19. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, including signing a 'Delivery Document' we may charge the reasonable costs of storing and redelivering them.
20. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them and sign the 'Delivery Document' to accept satisfaction and responsibility.

Risk and Title

21. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
22. For items and services that are 'hired' you do not own the goods/items but they will remain your responsibility until the agreed date and time of collection by us. The hired goods/items shall always remain, the property of Mayflower and Lily.
23. During the hire period you shall ensure all goods/items are covered by insurance to the value of the items full replacement value unless you are willing to accept responsibility and provide full payment yourselves.
24. All goods/items must be kept in a suitable and safe environment and only used for the purposes set out in the quotation and further confirmed in the signing of the terms and conditions. You are not permitted to make any alterations or remove any components. You are not permitted to move the goods/items to a different location without prior consent.

Withdrawal and cancellation

25. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability. Should you wish to withdraw the order after the contract has been made, by signing the terms and conditions, the penalties will be as follows below.
26. Once the confirmation of order contract has been signed we must receive full payment 8 weeks before the wedding / event. If you cancel your booking after we have received payment from you, the following will apply:
27. Within 29 days from us accepting your 20% deposit: 20% payment is retained, no further payment required
28. 9 months or more before the wedding / event date: 30% payment (20% deposit and 10% part payment) is retained, no further payment required
29. 6 months to up to 9 months before the wedding / event date: 50% payment (20% deposit and 30% part payment) is retained, no further payment required
30. 3 months up to 6 months before the wedding / event date: 50% payment (20% deposit and 30% part payment) is retained, and 50% of final amount payable

31. 12 weeks up to wedding / event date: 80% payment of the total amount payable.
32. 8 weeks or less to wedding/ event date: full amount payable
33. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post or email). In any event, you must be able to show clear evidence of when the cancellation was made.
34. *Effects of postponement in the cancellation period*
35. should you wish to postpone your wedding or event to a later date then your 50% payment (20% deposit and 30% part payment) shall be transferred to your new booking, subject to date availability. 50% of your 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 the details above

Conformity

36. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
37. Upon delivery, the Goods will:
 - a. be of satisfactory quality;
 - b. be reasonably fit for the particular purpose as set out in the quotation and confirmation of order
 - c. conform to their description.
38. We will supply the Services with reasonable skill and care.
39. We will provide the following after-sales service: Installation and set up of wedding or event flowers.

Circumstances beyond the control of either party

40. In the event of any failure by us because of something beyond its reasonable control:
 - a. We will advise you as soon as reasonably practicable; and
 - b. We will not be liable for any failure which we could not reasonably avoid

Privacy

41. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
42. These Terms and Conditions should be read.
43. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - b. 'GDPR' means the UK General Data Protection Regulation.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

44. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
45. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
46. For any enquiries or complaints regarding data privacy, you can e-mail: mayflowerandlily@gmail.com.

Excluding liability

47. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made.

Governing law, jurisdiction and complaints

48. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
49. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
50. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 3 days. Signature of consumer(s) (only if this form is notified on paper)

Signature: _____

Date: _____