

# TERMS & CONDITIONS

Fabulous Flowers Delivery Flowers  
99, Ollerton Road, Retford, Notts. DN22 7TJ  
T: 01777-704726 W: [jillsfabflowers.co.uk](http://jillsfabflowers.co.uk) E:  
[jillsfabflowers@btinternet.com](mailto:jillsfabflowers@btinternet.com)

## Terms & Conditions: (Delivery Flowers)

### 1. Products:

1.1 Fabulous Flowers reserves the right to change all or some of the contents or packaging for all requested floral arrangements or gifts to provide an item of equal or greater value without notice. All products are subject to availability.

1.2 Products may be delivered in bud to ensure longer life.

1.3 In the event that we are unable to supply the Fabulous Flowers product or any substitute product to you at all, we shall notify you as soon as is reasonably possible and shall reimburse your payment in full and in any event no later than 30 days after the intended delivery date.

### 2. Prices:

2.1 At present we do not charge VAT on our products.

### 3. Phone Orders:

3.1 In order for us to deliver your requested order on the date specified, we require complete, accurate details of the recipient, including a recognizable recipient name, address details, postcode and contact telephone number(s)

3.2 Your order will only be processed if full payment details are given. We accept payment by all major credit and debit cards.

3.3 By placing your telephone order you are consenting to be bound by our Terms and Conditions.

3.4 Product & Delivery are the two main elements of your order. Should we fail to complete either of these elements, we are at liberty to reimburse or compensate for the failed element. Such recompense would be based upon a decision by Fabulous Flowers.

3.5 There are usually no deliveries carried out on a Sunday, but you can make a request, the head florist for consideration will decide this. If not orders that are received on these days will be processed on the next available working day.

3.6 Incorrect details provided may lead to problems or delays, so before placing your order, please ensure that you have included the full correct address details, including accurate postcode of the intended recipient and your day time contact telephone number or mobile number and your e-mail address.

### 4. Delivery:

4.1 Flower Delivery – Outside Delivery Zone subject to a £5:00 delivery charge.

4.2 Customers who request delivery in a remote rural area will be advised prior to any delivery taking place of any additional delivery charges.

4.3 Flower deliveries will not normally be made on a Sunday, but you can make a request, the head florist for consideration will decide this. If not orders that are received on these days will be processed on the next available working day.

4.4 Whilst we agree to use all reasonable endeavours to ensure that delivery will be on the requested delivery date you acknowledge that actual delivery will be via a local Fabulous Flowers Member Florist or third party special delivery service. In very occasional

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circumstances delivery on the requested terms will not be possible. In such circumstances you will be given prior notice wherever possible and we shall make alternative arrangements to ensure delivery is achieved.

4.5 Delivery to certain locations where a third party recipient is involved, such as hospitals, airports, hotels and ships, 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.

4.6 It is possible to select a preferred delivery time within the order process for items selected for a funeral ceremony. This option should be used only for orders requesting delivery to the funeral or to a funeral parlour. Whilst every effort will be made to ensure your order is delivered in good time prior to the time selected, no guarantee for delivery by the time specified can be given. To assist us in meeting your preference, please ensure your order is placed at least one working day prior to the preferred delivery time and that all delivery details have been confirmed as current and accurate.

4.7 In the instance of there being difficulties in delivering your order to the intended recipient we (including the florist or third party delivering your order) reserve the right to contact the recipient using the contact details you provide on the order form. If the recipient's telephone number has not been registered as ex-directory, we may be required to trace the recipient's telephone number in order to achieve a satisfactory delivery.

## 5. Order Tracing:

5.1 Whilst no delivery confirmation shall automatically be sent to you, we will be able to confirm (via verbal communication) any information relevant to the successful completion of your delivery.

## 6. Cancellation Policy:

6.1 Please note as I'm a Sole Trader and not a Shop all perishable Next Day delivery goods will be considered only for cancellation at the discretion of the Sole Trader as all perishable goods are bought `as and when` required when an order is placed only. (This enables the florist to supply regular fresh flowers from the warehouse for flower orders for next day delivery).

6.2 Orders taken for delivery in the next 3 working days may be amended or cancelled up to 24 hours before the intended delivery date.

6.3 To amend or cancel your order, please contact the florist at Fabulous Flower in the first instance.

## 7. Statutory Rights:

7.1 Fabulous Flowers are fully committed to providing you with the best possible floral and gift delivery service. If you are not satisfied in anyway with the service that you have received please let us know by contacting us on 01777-704726 and your complaint will be investigated.

7.2 If we are satisfied that your complaint is genuine, a suitable replacement or refund may be given. This does not affect your statutory rights as a consumer.

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### 8. Disclaimer:

8.1 Whilst we agree to use our reasonable endeavours to ensure that the Fabulous Flowers Website and Telesales Department is fully operational and error-free, we cannot guarantee that this will always be the case. We therefore accept no responsibility or liability for any defects or interruption of our service.

8.2 We shall be released from our obligations under these Terms and Conditions in light of any event beyond our reasonable control, (i.e.: acts of god, civil commotion, riot, flood, fire, drought) which renders the provision of the Fabulous Flowers Site and/or the Fabulous Flowers Service impossible or impractical.

8.3 We exclude all liability for any claims, losses, demands and damages, including without limitation, any costs, loss of profits, loss of contracts or business opportunity, loss of data and any other consequential, incidental, special or punitive damages, even if we have been advised of the possibility of such damages, arising directly or indirectly out of or in any way connected with your use or inability to access the Fabulous Flowers Website and/or the Fabulous Flowers Service, whether arising in contract, tort (including negligence), under statute or otherwise provided that nothing contained in these Terms and Conditions affects or will affect you or the recipient's statutory rights in relation to the quality, fitness or description of the Fabulous Flowers Products supplied.

### 9. Customer Service:

9.1 Our complaint procedure is available in the first instance by contacting us by telephone or by using the contact us page.

9.2 We aim to acknowledge all queries within three working days, and deal with complaints fully within five working days.

9.3 Because of the perishable nature of Fabulous Flowers Products and in order to assist us in resolving any complaints quickly and to our mutual satisfaction, we advise you to make any complaint within 3 working days but must be made within 7 working days of the date of delivery or intended delivery of your purchase.

9.4 Should you be in any way dissatisfied with the Fabulous Flowers service, all complaints should be addressed to:

By post  
Jill Brown  
Fabulous Flowers.  
99 Ollerton Road  
Retford,  
Nottinghamshire,  
DN22 7TJ

By phone  
01777-704726

Lines are open from 9:00am – 5:00pm Monday – Saturday

By email  
[jillsfabflowers@btinternet.com](mailto:jillsfabflowers@btinternet.com)

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### 10. General:

10.1 We reserve the right to supplement and amend the Terms and Conditions. It is your responsibility as a customer to review the Terms and Conditions on each occasion you access the Fabulous Flowers Site. Changes will be effective 24 hours after the posting of any such change and all subsequent dealings between you and us shall be on the new terms and conditions.

10.2 Additionally, we reserve the right to suspend, restrict or terminate access to the Fabulous Flowers site for any reason at any time.

10.3 We shall ensure that we comply with the requirement of all current data protection legislation including, without limitation, the Data Protection Act 1998. We shall only use personal data received from you for the purpose of fulfilling your order.

10.4 Your purchase will be deemed to have occurred in the UK. These Terms and Conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.