



Parties

- 1 | Maryssa Dowe Floral Design (“MDFD/We/Us/Maryssa”)
- 2 | Client (“You/The Client”)

Below are the Terms and Conditions upon which MDFD shall provide floral design services to You. The exact services will be agreed upon at the initial consultation.

It is mutually agreed that the following Terms and Conditions form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both MDFD and You; in writing and signed by both parties.

Before the details of the initial consultation are agreed upon or any floral design services are provided to You, You shall read the terms and conditions below:

1 | Services provided by MDFD are as follows but not exclusive to:

- 1.1** | Floral design services in relation to any design brief or inspiration that You have provided in relation to your wedding or event;
- 1.2** | The sourcing of all flowers, foliage, and sundries required and the creating of all floral arrangements;
- 1.3** | The sourcing and providing of any equipment, vases, candle vessels etc required and agreed to during your consultation;
- 1.4** | The delivery and installation of all arrangements and equipment and the dismantling and collection at the end of the event, should this be required.
- 1.5** | All Maryssa Dowe Floral Design products and services are subject to availability. (See Section 6)

2 | Price and Payment

- 2.1** | The total fee for providing floral design services to You by MDFD, will be provided to You, in the form of an Initial Quote sent by email. Once final details have been agreed a Final Invoice will be issued.





2.2 | Prices quoted in the Initial Quote will remain valid for 14 days from the date sent to You. Prices will be secured for the event unless the cost of flowers, foliage, sundries or equipment required for the intended final design of the product or service rise significantly, in which case, MDFD shall notify You as soon as reasonably possible. Any flowers, foliage, sundries or equipment added after the initial quote will be an additional fee and a separate invoice will be issued.

2.3 | A non-refundable booking fee of £100 ("Deposit") shall be paid by You to MDFD via electronic bank transfer in order to secure the booking date.

2.4 | Full payment, less the booking fee, shall be paid by You to MDFD no less than 4 weeks before the date of the wedding or event via electronic bank transfer. MDFD reserves the right to cancel your booking without prejudice, should you not pay the full balance within this time frame.

2.5 | Upon receipt of the Deposit from You, MDFD will not undertake any further bookings on that day. Though unlikely, if through circumstance or injury, MDFD are unable to fulfil your booking, MDFD will endeavour to find a trusted alternative florist to fulfil the contract; otherwise a full refund will be offered. (See 12.2)

2.6 | If for any reason you wish to cancel the booking, no further payment is due to MDFD unless You cancel within 90 days of the proposed wedding or event date. If this is the case then a cancellation fee will be incurred. (See 7.1)

2.7 | If the date of the wedding or event needs to be changed by You, the cancellation terms in Section 7 still apply, unless MDFD is willing and able to take the revised booking date. If this is the case, then the Deposit may be transferred to the new date.

2.8 | If payment is not made in accordance with the above Terms, MDFD reserves the right to cancel the booking without prejudice to any claim which may have arisen and the cancellation terms will apply. (See 7.1)

2.9 | The responsibility of MDFD to compensate The Client in the case of cancellation, negligence, or breach of contract on our part is limited to the total cost of The Client's booking only. MDFD will not be obliged to offer any compensation for loss or disappointment experienced by The Client.





3 | Creation, Delivery and Installation

3.1 | All arrangements will be personally designed and created by Maryssa of MDFD unless your wedding or event is of such a size that more florists are required to assist. In such circumstances, only fully trained, experienced, and trusted members of the MDFD team will assist under Maryssa's supervision. The Bride's bouquet and the Groom's buttonhole will always be personally designed and created by Maryssa of MDFD.

3.2 | Maryssa Dowe Floral Design requests that we are the sole provider of floral arrangements and/or fresh flowers and foliage décor. If You wish to add your own arrangements, please notify us. Please note, other than church flower teams, we will not work or partner with any other provider of floral décor for your event. This is non-negotiable.

3.3 | MDFD will deliver your arrangements at the time agreed during your consultation prior to your wedding or event. If for any reason MDFD are not able to meet the delivery or set up time, You will be notified as soon as feasibly possible. A delivery charge will be factored into your final quote, which will take into account location, the number of delivery venues, the distance between the venues and whether same day or next day close down is required. This may also include hotel compensation for events located outside of London requiring a next day close down.

3.4 | MDFD will move your ceremony arrangements between rooms at the same venue free of charge. Because of the logistics and strict timescales of moving flowers from the ceremony venue to a separate reception venue, an additional fee will be included on your final invoice. This is non-negotiable.

3.5 | MDFD accepts no responsibility for any injury or damage caused by the use of flames or lit candles at the wedding or event. Whilst MDFD provide candles and candle vessels, it is usually the caterer and/or venue staff that light them and we will not be held accountable for any damage or injury caused by them.

3.6 | Where any arrangements, vases, candle vessels, etc. need to be collected at the end of an evening or the following day, arrangements will be made in advance with the Client and any fees will be included on your final invoice. Where MDFD are required to collect arrangements or equipment late notice without prior agreement, further fees may be incurred.





3.7 | You are responsible for ensuring MDFD have been provided with all of the necessary information required for a smooth delivery and set up. Incorrect details may lead to problems or delays, which could incur further charges. It is therefore important that You have provided full address details (including accurate postcodes), contact telephone numbers and email addresses for both You and a point of contact for the day of the event at each venue we are required to deliver to. You must also ensure MDFD are informed of the correct times that we can gain access to each venue and that a point of contact at each venue is also aware that we will be delivering floral arrangements.

3.8 | Once arrangements have been delivered and MDFD have left the venue, we are no longer responsible for them and the responsibility then falls on the Client. Any queries regarding the arrangements should be raised within one hour of delivery. MDFD accepts no responsibility for any injury or damage caused by misplacement of arrangements where we have followed the request of the Client or venue. (See 8.1)

4 | Hire of equipment belonging to MDFD or Third Party

4.1 | Hire of equipment applies to, but is not exclusive to, the hiring of vases, candle vessels, urns and containers for the duration agreed during your consultation. All products will remain the property of MDFD, unless they have been hired in by us from a third party (in which case they will remain the property of the third party). Hire costs will be agreed prior to the event and can include delivery and collection fees if required.

4.2 | A holding deposit will be required to cover any loss or damage of any equipment hired from a Third Party whilst in the Client's possession. This is separate from the hire fee and will be returned in full provided the hired equipment is returned on time and in the exact same condition as it was delivered in.

4.3 | MDFD may loan a selection of items (vases, candle vessels, sundries, etc) to the client free of charge. These items are loaned on a goodwill basis and a post-event invoice will be issued to the Client if any items loaned are lost, damaged or broken.

4.4 | You will be solely responsible for any hired or loaned equipment from the time it is delivered, to the time it is returned. Any loss, breakage or damage incurred whilst hired by you will still fall under your responsibility. You will lose your holding deposit or be charged the current market value for repair or replacement; whichever is higher. In the event that the repair or replacement costs are higher than the holding deposit paid, a post-event invoice will be sent within 10 days after the date of your event and payment must be received within 30 days following the invoice, otherwise further late payment charges will be incurred.





4.5 | In the event that hired equipment is not returned at the agreed time without prior agreement, MDFD reserves the right to invoice You for additional charges incurred.

4.6 | Under no circumstance should the hired or loaned equipment be altered by you or anyone else in any way, without prior written approval from MDFD.

5 | Expenses

5.1 | Where extra expenses or time are incurred by MDFD as a result of alterations to the original brief provided by You, You shall give approval to and be liable to pay such extra expenses or fee as agreed or estimated.

5.2 | Any extra expenses are payable by You which will be included on your post-event invoice and payable within 30 days.

6 | Artistic License and Substitution

6.1 | MDFD shall be granted creative and artistic license in relation to the design of the floral arrangements provided. MDFD's judgement on the exact designs and flowers/foilage used shall be deemed correct and MDFD reserves the right to substitute flowers and foliage where deemed appropriate due to the seasonality, availability and quality of the flowers and foliage available at the exact time of the wedding or event without notice. Flowers and foliage are a natural and perishable product and as such, variation in colour, shape, size etc occur naturally. Where possible, You shall be informed of any such variations or substitutions.

6.2 | In the event that Maryssa Dowe Floral Design is unable to supply product, service, or any substitute product or service to You at all, we shall notify you as soon as is reasonably possible and shall reimburse your payment in full. (See 12.2)

7 | Cancellation

7.1 | Cancellation of MDFD products or services must be notified as soon as reasonably possible by telephone, followed in writing. Any deposit paid will be retained regardless of the circumstances of the cancellation. As per term 2.4, we must receive full payment 4 weeks prior to the wedding or event; otherwise MDFD reserves the right to cancel your booking without prejudice, should you not pay the full balance within this time frame. Any cancellation made 30 days or less of the booked event will be payable in full, less the deposit. Please see below for the following timescales and refund amounts:





- ✿ Any cancellation made more than 90 days of booked event: Deposit retained, no further payment required
- ✿ Any cancellation made between 30 and 90 days of the booked event: Deposit retained, and 50% of final amount, less the deposit, is due.
- ✿ Any cancellation made 30 days or less of the booked event: Deposit retained, and full amount, less the deposit, is payable.

8 | Returns Policy and Complaints

8.1 | In the unlikely event that You are not satisfied with MDFD's product or service, complaints must be made within 1 hour of receipt of service or product. Any complaints should be addressed in the first instance in writing to: info@maryssadowe.com

8.2 | Due to the perishable nature of our products, You will be advised upon delivery of any storage or care instructions and it is expected that you will fulfil this. Usually, the instruction will be to keep the arrangements in a cool place, away from draft, heat or strong fumes and with bridal bouquets in water until such time that they are required. MDFD will not be held responsible for any arrangements that suffer as a result of You not following such guidelines.

9 | Confidentiality

9.1 | Both MDFD and the Client shall keep all event conversations confidential and shall not, without prior written consent of both you and MDFD, disclose event details to any third party, except as reasonably necessary for us to carry out our obligations in relation to the provisions of our agreed products and services for your event.

9.2 | MDFD shall ensure that we comply with the requirement of all current data protection legislation, including, without limitation, the Data Protection Act 1998 (as replaced, modified, or re-enacted from time to time).

10 | Copyright

10.1 | All designs and quotes discussed and provided to you by MDFD remain the property of MDFD and cannot be taken to another florist to recreate.





11 | Waiver of Moral Rights

11.1 | MDFD may choose to use images of the floral designs and arrangements provided to You to promote our own business. This may include, but is not exclusive to, such images being used on social media, blogs, websites, magazines, and advertisements unless you opt out in writing and it has been agreed by MDFD before the wedding or event. This waiver has been included for the benefit of MDFD, our licensees, assignees and successors in business.

11.2 | MDFD retain full ownership of any images taken by us of any arrangements produced by us. We would be happy to send you copies of all images we have taken should you require them, but request that MDFD are given full credit should You wish to use any such image on your own blog, social media or website etc.

11.3 | Any publication of full images by MDFD will not occur until after the wedding or event has taken place.

12 | Disclaimer of Liability, Ill Health, Acts of God or Adverse Weather Conditions

12.1 | MDFD is run on a Sole Trader basis, is not VAT registered and has Public Liability Insurance in place up to £2 million.

12.2 | Whilst we agree to use our reasonable endeavours to ensure that the Maryssa Dowe Floral Design service is 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 Maryssa Dowe Floral Design product or service. However, in cases of adverse weather we will remain in contact with the event commissioner in the lead up to the event and, if the event is out of season, we will discuss a contingency plan with The Client. We have contingency plans for such occasions of sudden ill health. If Maryssa Littlefair of Maryssa Dowe Floral Design is unable to personally complete or deliver your event, then this will be completed by a member of our in house team or outsourced accordingly. 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 Maryssa Dowe Floral Design service or product as agreed, then we can only offer a refund of full monies paid.

13 | General

13.1 | We reserve the right to supplement and amend the Terms and Conditions of Maryssa Dowe Floral Design products or services from time to time. We will inform You of any changes made to the Maryssa Dowe Floral Design Terms and Conditions.





13.2 | If you do not sign and return a copy of these Terms and Conditions as listed herewith, receipt of the non-refundable booking fee by Maryssa Dowe Floral Design and proceeding with the booking will be taken as implied acceptance of these Terms and Conditions.

13.3 | We reserve the right to suspend, restrict or terminate Maryssa Dowe Floral Design products or services for any reason at any time.

14 | Law

14.1 | These Terms and Conditions shall be governed by and construed in accordance with English Law and disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English Courts.

15 | Declaration

I have read, understand and agree to the above Terms and Conditions outlined above. (See 13.2)

Printed Name:

Signature:

Date:

