

# Beulah Flowers

Weddings & Events

## TERMS & CONDITIONS

**By paying the 'save the date' booking fee to secure your flowers with Beulah Flowers for your wedding or event, you agree to the following terms and conditions:**

### Booking

- a) Prices listed within the proposal are valid for 14 days from the date it was sent to you.
- b) We cannot provide tentative bookings.
- c) It is your responsibility to review all event details, including the date, wedding venue, and quantities of items to be delivered within the proposal. New changes to the quote can be made under the conditions outlined in the 'changes to quote' section.
- d) A booking is confirmed upon agreeing to these terms and conditions and receipt of an initial non-refundable payment. This payment will be deducted from the total owed.
- e) All in-person consultations will be made by appointment only. The initial consultations are complimentary. Additional consultations in-person may be chargeable to cover time and travel and will be added to the final invoice.
- f) Beulah Flowers reserves the right to suspend, restrict or terminate their products or services for any reason at any time.

### Payment and Pricing

- a) The balance owing on your order is due 4 weeks prior to your wedding date.
- b) We cannot deliver any items or event designs without confirmation of payment receipt.
- c) Upon accepting the proposal, you are agreeing to the items and the total value listed.
- d) Should you wish to make changes to the items in the proposal Beulah Flowers require a minimum of 4 weeks' notice before your event date. However, please note, the final quote amount cannot be reduced by more than 10% from the originally agreed upon estimate.
- e) We reserve the right to amend or change the pricing outlined in this quote in the event of cost changes beyond our controls (e.g. extreme weather, wholesale flower prices, Brexit, long term supply and demand issues relating to Covid fall out). We will make every effort to honour the originally agreed price however the current volatile nature of shipping (national/international) dramatically affects wholesale flower prices.
- f) Any price increase will be formally advised to you in writing and provided to the client at least 14 days prior to your event date.

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## Event cancellations

- a) Cancellation of Beulah Flowers products or services must be made in writing as soon as reasonably possible. The initial 'save the date' payment will be retained regardless of circumstances for the cancellation.
- b) Full payment is required 4 weeks before the event. If you cancel your event within this time, after we have received payment from you, we will be unable to offer a refund and will retain the full amount.
- c) Please see below for the timescales and refund amounts:
  - 9 months or more before event date: Booking fee retained and no further payment required
  - 6-8 months before the event date: Booking fee retained and an admin fee of £100 is due
  - 3-5 months before the event date: Booking fee retained and 50% of the final amount is due
  - 4 weeks -3 months before the event date: Booking fee retained and 75% of the final amount is due
  - Under 4 weeks before the event date: Booking fee retained and 100% of the final amount is due
- d) If Beulah Flowers is unable to supply a product or service, we shall notify you as soon as is reasonably possible and shall reimburse your payment in full.

## Rescheduled and relocated events

- a) The client must advise of any changes to the event venue or event date in writing soon as reasonably possible.
- b) We will do our very best to accommodate new dates or location changes however we cannot always guarantee availability.
- c) If we are unavailable on your new event date and/or unable to accommodate your change of venue location the initial 'save the date' payment made remains non-refundable.
- d) If we are available on your new event date, and/or able to accommodate your venue change, the initial payment made will be transferred to the new date. A new contract and quote will be drawn up taking into account the change circumstances. (For instance, wholesale product prices fluctuate through the season, delivery and hourly wages vary depending on venue set up requirements.)

## Product substitution and availability

- a) All flowers and foliage are subject to seasonal quality and availability.
- b) Unfortunately, we cannot guarantee availability, exact colours or shades of specific products. When working with mother nature, there are no guarantees. Unseasonably warm, wet or cold seasons have a dramatic impact on flowers and foliage availability.

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- c) Regardless of the availability of specific products, we will always adhere to the agreed colour palette and style of floral design, as outlined in our design inspiration (within the quote).
- d) We reserve the right to substitute all products to ensure the highest quality ingredients are used. If needed, a final consultation can be arranged to discuss alternative options.
- e) Vessels and vases may change due to supply issues, we will substitute the selected products in line with the overall look and feel for the event.
- f) Refunds will not be given to minor changes in flower types or appearances.

## **Installations and large-scale designs**

- a) It is the client's responsibility to advise the venue/events manager regarding the scope of designs.
- b) The responsibility remains with the client to seek the required permissions from the venue to construct any hanging, suspended or other oncoming floor installations.
- c) We cannot be held responsible or liable for any instances where work cannot be completed and achieved due to a lack of permission or safety at the venue.

## **Delivery**

- a) Beulah Flowers charges travel costs.
- b) Upon delivery (or collection) the client assumes all responsibility and care for your flowers and designs.
- c) Supplying incorrect personal details may lead to problems or delays in delivery. Please ensure you provide Beulah Flowers with accurate information including your full address, postcode, telephone number and the venue contact details and address etc. If the venue is unknown to Beulah Flowers and is located in a rural area, please ensure you or the venue provide a 'what 3 words' location.
- d) The flowers will be delivered or set up at a time previously agreed between Beulah Flowers and you however, if for any reason, we are not able to meet the delivery or set up time, you will be notified as soon as feasibly possible.

## **Event Set Up**

- a) Beulah Flowers will personally deliver and set up your flowers unless otherwise agreed. For larger events, trusted freelancers are hired to ensure a smooth and timely setup.
- b) Beulah Flowers accepts no responsibility for any damage caused by flames, lit candles or candle wax once they have left the set up. Beulah Flowers can provide the candles and candle stick holders for the event however it generally the venue staff who light them and we will not, therefore, be held accountable for any damage caused by others.

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- c) Beulah Flowers requires that they are the sole provider of flowers at your wedding or event unless agreed with them. If you wish to add your own arrangements, please notify us as other than church flower teams we generally will not work or partner with any other provider of floral décor for your event.
- d) A pack down fee is always charged and based on location, size of event etc. If pack down is required immediately after the event at midnight or later the rate will be doubled. Please check with your venue as each have their own rules.
- e) We have contingency plans for such occasions of sudden ill health. If Beulah Flowers is unable to personally complete or deliver your event, then it will be by a member of their experienced freelance team or outsourced accordingly.

## Hire Items

- a) All hired or borrowed items remain the property of Beulah Flowers and you are responsible for the goods during the hire period from the time of delivery until the goods are accepted back into the possession of Beulah Flowers.
- b) We reserve the right to charge an additional holding fee for hire items.
- c) Hired items must be returned to us within 48 hours of the wedding unless agreed otherwise.
- d) Please advise your venue that all hired items (e.g. vases, arches and candle holders) must not be removed from the venue, otherwise you will be charged the full cost of replacement, of each item not returned to us.
- e) All hired stock must be returned in the same condition otherwise lost, broken or damaged stock must be paid for in full by yourselves.
- f) Hired candle holders can only be used with candles provided by Beulah Flowers or non-drip ones supplied by the couple. If other brands are used and candles are returned with excessive wax deposits you will be liable for the cleaning costs.

## Photographs and video footage

- a) We retain the right to photograph all finished work and use photographs of your wedding/event in our marketing efforts. This includes, but is not limited to social media, brochures, websites, Pinterest, advertising, magazine submissions and other publications related to self-promotion and marketing.
- b) Photos taken by us of your arrangements remain our property. Our photos are not to be reproduced, copied or edited in anyway by you or any third party without prior permission.
- c) Any photos provided to us by your photographer will only be used by us for promotion and marketing of our business. Photographer's credits will be displayed, if requested.

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## **Supplying your own vessels vases and structures**

- a) Please check that your vases and vessels are watertight before you drop them off to us.
- b) If you are using your own archway or ceremony structure, it is your responsibility to ensure that it is securely anchored into the ground in anticipation of all-weather conditions (wind, rain etc.). Please check with the venue manager as to how and when this can be set up.
- c) We won't be able to provide refunds for any work that cannot be completed by us on the event day due to faulty or unsafe materials provided by the client.
- d) We cannot be held responsible for any damage done to items hired by the client.

## **Extreme weather conditions**

- a) In the instance of extreme weather (wind, rain, heat or cold), we will always put safety first and follow Government advice regarding any eventuality including situations such as flooded roads, heavy snowfall and ice.
- b) We cannot be held liable for the impact extreme weather conditions have on our ability to safely do our job.
- c) Extreme temperatures and high winds have a dramatic impact on flowers. Whilst we will do our best to go above and beyond, we cannot be held responsible for damaged flowers as a result of poor weather.

## **COVID-19 / Pandemic**

- a) We take public health seriously and will follow health requirements such as the wearing of face masks and gloves, sanitising hands and socially distancing.
- b) If either parties contract COVID-19, it is everyone's responsibility to advise this as soon as possible.
- c) If you postpone your wedding due to Covid and we are not available for your new date the booking fee is non-refundable.
- d) If we are available, your booking fee will be transferred to your new date however please be aware that some of your flower choices may not be available if you rebook in a different season.
- e) If you cancel your wedding or event and the flowers or items have been ordered, received, processed and/or designed you will be financially responsible for the flowers and labour provided.

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## Force Majeure

- a) In the event either party is unable to perform its obligations under these terms due to an Act of God, strikes, equipment or transmission failure or damage reasonably beyond its control, (or other causes reasonably beyond its control), such party shall not be liable for damages to the other for any damages resulting from such a failure to perform or otherwise from such causes.
- b) In the instance the force majeure event results in the cancellation or the relocation of the wedding or event within 30 days of the planned day, and the wedding day is unable to be rescheduled or relocated by mutual agreement as per this Agreement (see Rescheduled and Relocated Events), you agree that the 'save the date' payment is non-refundable and an amount equivalent to the cost of any flowers or materials purchased by us to meet our obligations under this Agreement.

## Privacy

- a) We respect your privacy. Your names, wedding date, contact details, order information and pricing will be treated with complete privacy.
- b) We will not speak to any media representative or release any information unless given consent to do so. We request you do the same and do not disclose order and pricing details to anyone without express written consent.