

## **Terms and Conditions for Flor Affair**

At Flor Affair we want our customers to receive the enjoyment that our flowers are intended to provide. If for any reason you are not happy please let us know and we will send you replacement flowers or offer you a refund.

### **1. ORDERS AND CANCELLATIONS**

#### **1:1 Order Acceptance Policy**

All orders and subscription requests received are subject to acceptance by Flor Affair Limited ("Flor Affair") and we reserve the right, at our absolute discretion, to reject any order without giving reasons. In the event of rejection, we will refund or cancel any payments received in full, via the payment method used to place the order.

#### **1:2. Changes to your order**

If you wish to change your order contact Customer Care at [customercare@floraffair.com](mailto:customercare@floraffair.com). We'll always do our best to make last-minute changes for you, but we can only guarantee changes (including to the delivery address and in relation to card messages) that are requested by 9am the day before the intended delivery date.

#### **1:3 Cancellation policy**

One-off orders can be cancelled by 9am the day before the intended delivery date and a full refund will be issued. You can cancel by contacting Customer Care at [customercare@floraffair.com](mailto:customercare@floraffair.com). At peak periods we begin processing orders earlier than usual, to account for the large volume of deliveries. This means that we may need up to 2 days' notice for any changes to be made.

### **4. DELIVERY POLICY**

#### **4:1 Recipient Address and Contact Details**

The email that is sent on completion of the placing your order contains all the key information pertaining to your order. It is very important that you check this to ensure no errors have been made. If we are provided with an incorrect address and the flowers are sent out for delivery before the error is highlighted, you are not automatically entitled to a resend of a fresh bouquet. In the event the flowers are irretrievable, we may, at our discretion, arrange for another bouquet to be sent out, subject to the details of the specific situation.

The sender is responsible for providing a daytime delivery address, local daytime telephone number for the intended recipient and a postal code where applicable. Orders without a local recipient contact number cannot be guaranteed and may be delayed.

A contact number for the recipient is very important, especially in cases where the recipient lives in a gated community and the driver / carrier will need access, or for rural addresses where the driver may need directions.

#### **4:2 Same day delivery**

Same day delivery is available in Dublin City and County only. Orders for same-day delivery must be placed before 9am Monday Friday.

#### **4.3 Next day delivery**

Deliveries outside the Dublin City and County area are available for next working day delivery Monday - Friday (excluding Bank Holiday Monday and Public Holidays). Orders for next day delivery are delivered by our nationwide carrier and must be placed before 4:00pm. After 4:00pm, next day delivery is available for Dublin City and County only.

#### **4:4 Deliveries to hospitals**

Deliveries to hospitals can be problematic because patients often move from ward to ward, or are discharged. This means that we are sometimes unable to deliver orders for customers at a very emotional time. However, many of these problems can be avoided by ensuring that we have accurate and up-to-date information about the ward that the recipient is in.

It is particularly important that you provide the full name of the recipient of the order as there can be several patients with the same name in the same hospital. This can lead to errors in the delivery that are beyond our control. Most hospitals do not allow drivers to take flowers directly to wards because of health and safety regulations and in such cases our flowers will be delivered to reception or post rooms.

Some wards in hospitals do not allow flowers to be kept by patients. You should therefore check that the ward to which you wish to send flowers allows patients to have flowers on the ward. If flowers are not accepted in the ward, we shall not be able to refund the cost of the bouquet.

Some hospital post-operation rooms have a policy of refusing to accept flowers for either patients or members of staff; it is important to check that the hospital is prepared to accept flowers. If the hospital will not accept the flowers, we will not be able to refund the cost of the bouquet.

#### **4:5 Receipt of deliveries**

Flowers sent to hospitals, military bases and business addresses will be delivered to a main reception or mailing room prior to internal distribution; When delivering to these establishments, 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 Failure to deliver**

A daytime delivery address and valid local phone number must be provided when placing your order. If there is nobody home to accept delivery or no answer on the telephone number provided, the driver will leave a voicemail (where applicable) or calling card (where possible) to notify the recipient of attempted delivery. Where possible, the driver may attempt to leave the parcel in a safe place (such as a porch) or they may deliver to a neighbour unless requested not to when placing the order.

#### **4.7 Re-attempts to deliver Dublin City or County**

**4.7.1** Dublin City & County deliveries are made Monday-Saturday between business hours (9:00 am - 6:00pm)

**4.7.2** When possible, our driver may re-attempt delivery later that day. If delivery has been unsuccessful, we will endeavour to notify you as soon as possible.

**4.7.3** In cases of an incorrect or insufficient address, or change of address for Dublin City or County deliveries, an re- delivery fee of €8 will occur to redirect the flowers to the new address.

**4.7.4** If there is nobody home to accept delivery, no safe place to leave the flowers, and no neighbour to take in the flowers, an additional fee of €8 will occur for redelivery on the next possible day.

#### **4.8 Re-attempts to deliver Countrywide (outside Dublin City & County)**

If there is nobody home to accept delivery, no safe place to leave the flowers, and no neighbour to take in the flowers, delivery will be reattempted on the next working day.

After two delivery attempts an additional delivery charge of €8 may occur for a third attempt.

In cases where an insufficient or incorrect address has been provided for deliveries outside of Dublin City or County, or an incorrect or invalid phone number has been provided, an additional fee of €8 will occur to redirect the flowers to the correct or new address.

#### **4.9 Timing of deliveries including Peak Periods**

Every effort will be made to deliver your flowers on the date requested, however this date may be delayed due to circumstances outside our control, or if insufficient information has been provided.

Deliveries are made during daytime delivery hours (between 9am-6pm). Specific delivery times or dates cannot be guaranteed, and during especially busy periods deliveries may take place outside normal delivery hours.

During extremely busy periods, such as Christmas day period, Valentine's Day period, Mother's Day period, we reserve the right to extend our delivery window to delivery from 7am to 9pm in order to guarantee that all orders will be delivered on the day requested. However if we miss this delivery time but still deliver the flowers, we will not make a full refund. In the event of a missed delivery, we will discuss with the customer what a reasonable discount might be in the given situation. By buying flowers from Flor Affair you are not entering into a contract that guarantees delivery on a certain date during these periods.

It is also possible that, during this exceptionally busy periods, we may opt to deliver the gift a day or two early to avoid disappointment.

Flor Affair will not contact a recipient in advance to arrange a delivery time. Putting a phone number in the delivery instructions box does not mean that we will contact the recipient to agree a delivery time, as this is not possible for us to do. The recipient's phone number is used by our drivers to contact the recipient if they have trouble locating the address or if nobody is home. When the order is being delivered by our nationwide couriers, although we will ask you for a phone number for the recipient it is for our use and not the courier's as they do not offer that option as part of their service.

## **5. Satisfaction Guarantee**

We aim to delight our customers by delivering fresh flowers, in great condition, on time and although we do our best to ensure that this is the case, on very rare occasions, flowers arrive at their destination damaged or fail to arrive due to an unforeseen delivery issue. If the recipient receives damaged flowers, please contact us immediately so that we can arrange one of the following:

- a re-send on the next available delivery date; or
- a full or partial refund (% refund depends on the specific circumstances of the issue).

The decision as to whether to offer a replacement bouquet or a refund is made at our discretion. Typically we will not offer both a refund and a resend. Where flowers have been damaged we will normally ask for them to be returned or for photographs clearly showing the problem so we can use them to determine the cause of the issue. It is important that we are contacted as soon as possible regarding issues. We need to be informed of any issues within 24 hours of the delivery to give us the best chance of successfully resolving the issue. We will, at our discretion consider issues raised after the 24 hour deadline but reserve the right to refuse the options of refunding or resending the order.

## 5.1 Freshness

Our flowers are occasionally sent out in bud form meaning they will last longer with the recipient. If you receive flowers that do not seem fresh, please contact Customer care at [customercare@floraffair.com](mailto:customercare@floraffair.com) to let us know. If, at our sole discretion, the flowers do not meet our high freshness standards, we will give you the choice of a free replacement at our next available delivery date, or a refund. Please note that you will need to email us a photo of the un-fresh flowers within 24 hours of receipt in order to be eligible for a refund. If we offer you a refund, we will refund you the full amount within 3 days. Please note that banks might take an additional 7 days to refund the amount to your card.

## 5.2. Shelf-life of flowers

Our flowers are incredibly fresh. This is something we pride ourselves on and it's our policy to only send out the very best flowers to our customers. Our flowers normally bloom for at least seven days and with proper care can last even longer. Note that shelf life does vary according to flower variety and the temperature they are kept at.

Our bouquets are special and need special care. It is important that the flowers are cared for correctly as putting them by heat sources or draughts, or failing to change the water and cut the stems regularly, will kill them very quickly. We include instructions and flower food with all our cut flowers arrangements. If we are informed that our flowers have died very quickly, we may, at our sole discretion, choose to resend another bouquet if we believe that there was a genuine issue with the flowers. If flowers have not been properly cared for, we will not resend the flowers.

## 5.2 Non Delivery

While we do everything we can to make sure our flowers are delivered, sometimes mistakes do happen and deliveries don't turn up. If we fail to deliver your order (i.e. if your flowers have not arrived within 3 days of their intended delivery date) we will send you a free replacement on our next available delivery date, or a refund. If we offer you a refund, we will refund you the full amount within 3 days. Please note that banks might take an additional 7 days to refund the amount on your card.

## 5.3 Changes to Your Order

If you wish to make changes to or cancel your order, please email us at [customercare@floraffair.com](mailto:customercare@floraffair.com). Please note that any changes to your order (eg: delivery address, gift message, additional items, product selection) must be made 24 hours before the delivery date to ensure that we have time to amend the order prior to dispatch. Although we will always try our best to make the changes you request, we cannot guarantee we shall be able to

make the changes. Requests for changes or cancellations made within 24 hours of the delivery date, if possible, will incur a €8 administration fee. Orders placed or cancelled after our offices have closed on Saturday or on Sundays or Bank Holidays will be treated as having been received on the following working day.

Please note that once orders are "In Transit" this means they have left our possession and are being managed by delivery partners. Thus once orders are "In Transit", changes or cancellation will not be possible.

Please note that during our extremely busy periods surrounding Valentine's Day, Mother's Day and Christmas, we ask that you give us 48 hours notice to process changes or cancellations. During our peak times, any changes requested within 48 hours of the delivery date cannot be guaranteed due to the volume of orders being processed.

#### **5.4 Returns**

Please understand that due to the perishable nature of flowers, we are unable to accept returns. We offer customers refunds or replacement flowers if the flowers are not delivered to an acceptable quality, as detailed above.

#### **6.1 Flower availability and substitution**

All floral products are subject to availability. In the event of any supply difficulties or if the flowers we have received from our growers that are needed to make up your order do not meet our high quality standards, we reserve the right, at our absolute discretion, to substitute any product with an alternate product of a similar style and equivalent (or greater) value and quality.

#### **6.3. Fraudulent behaviour**

If we believe that an order may be fraudulent in nature, for whatever reason, we reserve the right to cancel the order and refund the funds. We are under no obligation to reveal why we believe the order to be fraudulent. We will co-operate with the police regarding any criminal investigations. We reserve the right to refuse to serve customers, block their IP address from accessing our website and any other blocking or fraud prevention measures we feel may be necessary to implement from time to time.

#### **6.4 Duplicate orders**

If we notice that two identical bouquets have been ordered, we may remove one, refunding the cost, if we believe it to have been ordered by mistake. In such circumstances we will attempt to contact the customer but if it is urgent and they cannot be reached, we may make the decision ourselves. You consent to our having the freedom to make this decision when you purchase through our website.

## 7. OFFERS AND PROMOTION CODES

- 7.1 At our discretion, from time to time, we may offer products at discounted prices. These offers are valid from the time that we introduce them to the end date of the offer and they cannot be used for purchases before the offer introduction date or after the offer end date.
- 7.2 In the event that a customer has made a purchase and the price of the purchased product subsequently falls or is discounted owing to a special offer, the price of the product at the time of purchase shall prevail. We are unable to offer special offer discounts for purchases that have already been made.
- 7.3 As our special offers are contingent on availability, we may change the terms of special offers and promotional codes, or withdraw them altogether, at any time, and without prior notice.
- 7.4 We also reserve the right, at our absolute discretion, to offer different personalised special offers and promotions and it will therefore only be possible for the customer in receipt of the special offer to redeem the discount.
- 7.5 Unless explicitly otherwise stated, free or discounted introductory offers are only available to new users of the Flor Affair service, and are only available once to any one household.
- 7.6 Discounts and credits cannot be used in conjunction with any other offers.
- 7.7 Unless otherwise stated, we only allow one promotion code to be used per order.
- 7.8 Except where otherwise stated, discounts and credits are available only once to any one person.
- 7.9 Unless otherwise specified, discounts are only valid for single bouquet purchases and are not valid for bundles, gift subscriptions or regular subscriptions.
- 7.10 Except where otherwise stated, voucher discounts and credits cannot be redeemed against or applied to orders placed during key peak periods where supply is limited. These include, but are not limited to, 7 delivery days up to and including Valentine's Day 2018 and Mother's Day 2018.

7.11 Discounts and voucher codes cannot be redeemed against courier delivery charges, percentage discount vouchers are applied only to the bouquet cost unless otherwise stated.

## **9. CIRCUMSTANCES BEYOND OUR CONTROL**

### **9.1 Adverse weather conditions**

During adverse weather conditions (including but not limited to heavy snow, ice, flooding or high winds), our delivery partners may not be able to deliver orders on time. This is outside of our control and we cannot accept responsibility for the late delivery of the order. Therefore, in the event of adverse weather conditions, we aren't able to refund or offer re-delivery of affected orders.

### **9.2 Force Majeure**

Flor Affair shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from any of the following: (i) Acts of God, (ii) outbreak of hostilities, riot, civil disturbance, acts of terrorism, (iii) the act of any government or authority (including refusal or revocation of any licence or consent), (iv) fire, explosion, flood, fog or adverse weather, (v) power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles, (vi) default of suppliers, sub-contractors or delivery partners, (vii) theft, malicious damage, strike, lock-out or industrial action of any kind, and (viii) any cause or circumstance whatsoever beyond Flor Affair's reasonable control.

## **10. OUR LIABILITY**

10.1 Subject to clause ( 9.1 and 9.2 above ), whilst we agree to use all reasonable endeavours to ensure that the Flor Affair service is fully operational and error-free we cannot guarantee this and, therefore, accept no responsibility for any interruption of the Flor Affair service and shall be released from our obligations under these Terms and Conditions in the event of any cause beyond our reasonable control which renders the provision of the Flor Affair service impossible or impractical.

10.2 We accept liability for death or personal injury arising from our negligence.

10.3 We accept liability for fraud or fraudulent misrepresentation.

10.4 Subject to clauses ( 9.1 and 9.2 above ) above 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 Flor Affair 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 your or the recipient's statutory rights in relation to the quality, fitness or description of the products supplied.

## **11. CUSTOMER AND RECIPIENT PERSONAL INFORMATION**

- 11.1 To ensure that we can communicate effectively with both customers and recipients, it is very important that you provide accurate personal information.
- 11.2 Please remember that we value your privacy and will never lease, rent or sell your private information. For more information, please see our privacy policy.
- 11.3 During the checkout process, we ask for the following personal information:
  - 11.3.1 Customer's email address We use this information to provide a better customer experience by sending order confirmations, substitution information, dispatch confirmations and [delivery](#) confirmations. We will also use the customer's email for marketing communications from time to time. Please ensure that email addresses are accurate.
  - 11.3.2 Customer's full name and address We use this information for credit and debit card validation.
  - 11.3.3 Customer's telephone number We use this information to contact customers in the event of problems with the order such as payment failures or delivery issues.
  - 11.3.4 Recipient's full name and address We require this information in order to deliver the flowers you have ordered. It is vital that the recipient's address is accurate.

## **GENERAL**

- 12.1 We reserve the right to supplement and amend the Terms and Conditions on which you are permitted access to the [Flor Affair](#) site and/or the [Flor Affair](#) service from time to time. We will post any changes on the [Flor Affair](#) site and it is your responsibility as a customer to review the Terms and Conditions on each occasion you access the [Flor Affair](#) service or [Flor Affair Site](#) Changes will be effective five (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.

- 12.2 Additionally, we reserve the right to suspend, restrict or terminate access to the [Flor Affair](#) site and/or the [Flor Affair](#) services for any reason at any time.
- 12.3 These Terms and Conditions shall be deemed to include all other notices, policies, disclaimers and other terms contained in the [Flor Affair](#) site, provided that in the event of a conflict between any such other notices, policies, disclaimers and other terms, these Terms and Conditions shall prevail. If any of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 13.4 In respect of fraudulent misrepresentation, this agreement (including any documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings, and agreements between you and us (whether written or oral) and sets forth the entire agreement and understanding between you and us relating to the subject matter hereof.
- 13.5 Your purchase will be deemed to have occurred in the Republic of Ireland and these Terms and Conditions shall be governed by [laws and in the jurisdiction of Ireland](#) and the parties agree to submit to the exclusive jurisdiction of the [Irish](#) courts. Thank you for your order, and we hope your Bloom & Wild experience will be a pleasurable one

## **15 REGISTERED OFFICE AND TRADING ADDRESS**

Flor Affair Ltd : Estuary House , Malahide, Co Dublin, K36YO58, Ireland