



'Flowers By Jennie McCallion' - Terms and Conditions of Sale and Use of the Website

1. Changes to your order

If you wish to amend or cancel your order, please call us on 01639 646 274 or email us at info@flowersbyjenniemccallion.co.uk. Please note that any changes to your order (delivery address, gift message, and additional items) must be made by 9am the day before delivery, or by 9am on Saturday for Monday delivery, to ensure that we have time to amend the order prior to dispatch. Although we will endeavour to make amendment requests that we receive after these times, we cannot guarantee we shall be able to make the changes. 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 also see sections 15, 16 and 17 below with specific policies regarding changes to Valentine's Day, Mother's Day and orders over the Christmas period.

Please note that, once your order is in 'processing', cancellation of your order is possible only in exceptional circumstances and is entirely at our discretion.

2. Delivery

2.1 Addresses

Under normal circumstances, we will try to ensure that your order is delivered to the recipient's address you provide. However, there are times when this is not possible due to problems with the address information that our customers provide or due to problems our drivers encounter when attempting to deliver the order. It is therefore very important that you ensure that the recipient address you provide is accurate, in particular the postcode, and that you give additional instructions to assist our drivers to locate difficult-to-find addresses. It is also very important that you keep us informed if you find that the recipient's address or availability changes prior to the order being delivered. Deliveries cannot be made to PO Box addresses nor to FREEPOST addresses.

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.

If you are unsure of the recipient's address, we recommend using one of the following address lookup and validation websites:

<http://www.royalmail.co.uk>

<http://www.192.com>

2.2 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 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.

2.3 Deliveries for sympathy and to funeral directors

It is very important if flowers are for sympathy that you tick the box on the checkout to let us know this. This will allow us to take extra care with the order and potentially vary how we process your order to absolutely ensure that it gets there. The cards that accompany floral tributes for funerals or cremations are hand-written so we are unable to offer a text formatting service for these cards. If flowers are going to a funeral, we recommend that they be sent at least a day before the funeral to ensure that any delays do not prevent them getting to the funeral in good time. Also, if flowers are going to a funeral directors', it is essential that the name of the deceased and the funeral director are both included. If they are not, the funeral director may not accept the flowers. If flowers are not accepted, we will not be able to refund the cost of the bouquet.

2.4 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; 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.

2.5 Failure to deliver

As we appreciate that receiving flowers is often time-critical, if we are unable to deliver your order to the recipient's address, we will attempt to leave in a secure place on the recipient's property. Where this is not possible, we will attempt to leave the flowers with a neighbour. If this is not acceptable, please ensure that you tell us when you place your order. If we are unable to deliver the order, we will attempt to contact you via telephone or email as soon as we know of the failed delivery. For this reason, it is very important that you provide up to date contact information. It is also very helpful if you provide us with the telephone number of the recipient as this often makes it easier to resolve delivery problems when the recipient is not at home at the time of delivery. However, it is not always possible for us to alert either the recipient or the customer by telephone of our failure to deliver.



In the event that we are unable to deliver the order to a recipient's address that you have provided, we will attempt delivery either that same day or the following day. At our discretion, we may refund the delivery charge associated with the failed delivery. We are not responsible for any other costs incurred by the customer due to failed deliveries.

For deliveries made by our distribution partner, their policy is to leave a card if no one is in. They may attempt redelivery later in the day but do not guarantee that they will. If they do not attempt redelivery on the same day, they will attempt redelivery the next day. We are able to track their progress using our system, and as soon as they have marked it as delivered, we will send a confirmation email. If there are issues with the delivery, we should be alerted by the system and will attempt to proactively deal with the issues. It is not always possible to contact drivers due to health and safety considerations relating to driving and talking on the telephone, so please be patient.

Signatures are usually required on delivery by courier drivers, unless you specify alternative delivery instructions. It is therefore very important that you let us know if you are happy for the driver to leave your parcel on the porch etc. However, it is not always possible or advisable to follow the instructions and the decision is left to the discretion of the driver.

2.6 Timed delivery

We undertake to meet our timed delivery commitments and nearly always do. However, if we miss our timed delivery slot for you, we will be happy to refund the timed delivery charge. Please contact us to let us know if you encounter this issue.

2.7 Timing of free all day deliveries

We undertake to deliver between 8am and 6pm. However if we miss this delivery time but still deliver the flowers, we will not make a full refund. Similar to clause 6 below, we will discuss with the customer what a reasonable discount might be in the given situation. By buying flowers from 'Flowers By Jennie McCallion' you are **not** entering into a contract that guarantees delivery between 8am and 6pm or all your money back, you are entering into a contract that guarantees delivery between 8am and 6pm or **some** of your money back.

2.8 Delivery Instructions

On the first page of the checkout we ask for delivery instructions. This information is for our drivers and couriers and is to express your wishes for us to follow if the recipient is either out or unable to answer the door when we attempt delivery. We will always do our best to follow your instructions word for word but this is not always possible e.g. if you have asked us to leave the flowers with a neighbour but the neighbours are also out, we may either leave it somewhere secure around the property or if this is not suitable, return the flowers to our base and reattempt the following working day. If we follow the delivery instructions and the item is subsequently stolen, the loss is the responsibility of the customer; it is, however, possible that we may not follow the delivery instructions if we believe there is a great chance of the order being stolen. If the delivery address is a business address, we need to have the company name and it is always appreciated if you could include what on floor or in which department the recipient works.



Putting a phone number in the delivery instructions box does not mean we guarantee to contact the recipient to agree a delivery time as this is not possible for us to do and, when the order is being delivered by courier, we will not ask you for a phone number for the recipient as they do not offer that option as part of their service.

2.9 Force Majeure

Neither we, nor any courier service that we use shall be liable for any failure to perform, where such failure or delay results from any circumstances outside our reasonable control; these circumstances to include but not be limited to any adverse weather conditions - such as snow, flood, extreme winds, fire, explosion, accident, traffic congestion, obstruction of any private or public highway, riot, terrorism, act of God, or from any industrial dispute or strike.

3. Availability and substitution

3.1 Flowers

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 to substitute any product with an alternate product of a similar style and equivalent (or greater) value and quality. Where this is necessary and when time allows, we will try to contact you via email. If you wish to discuss the substitution we have made, please contact our customer services team on info@flowersbyjenniemccallion.co.uk or 07972 358.

If we are unable to contact you via the contact methods provided prior to the time that we make up your order, we will assume that you accept our decision re substitution or delivery date move.

3.2 Other products

Very occasionally, we can be out of stock on a product that is still live on the website, though typically all the products on our site are in stock. If we are out of stock of one of our products and you try to purchase it, we will try to contact you to discuss either removing the product from your basket and refund you the cost, or substituting another product in the out of stock product's place. If we are unable to contact you, we reserve the right to make the decision on your behalf (remove or substitute), on the basis of the situation as we see it (as per our policy set out in 4.1 above).

There may be times when certain products are offered with a free item (i.e. a free vase with a bouquet of flowers). These items are subject to availability and so, should an occasion arise when they are omitted from an order, we reserve the right to offer an alternative at our discretion, or offer no replacement.

4. 100% Satisfaction Guarantee/Damaged flowers and refunds

Although we do our best to ensure that this does not happen, 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).

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 what is going wrong with our system, and to claim compensation if possible from our courier (as appropriate). It is important that we are contacted as soon as possible regarding issues. We need to be informed of any issues within 3 days of the delivery to give us the best chance of successfully resolving the issue. We will, at our discretion consider issues raised after the 3 day deadline but reserve the right to refuse the options of refunding or resending the order.

In the event that a small item, such as a balloon or vase, should arrive damaged or be missing, we shall be unable to resend that item but would be happy to refund its value.

If we believe that there has been an abuse of our 100% Satisfaction Guarantee/Damaged flowers policy or if there are persistent claims for refunds from the same individual or group of individuals, we reserve the right not to resend flowers and to refuse to take orders from customers. If we make such a decision, we will inform the customer of our decision in writing, via email or over the telephone. It is important to note that this guarantee does not confer the right to an automatic 100% refund, but only to a fair resolution.

5. Small errors with orders

From time to time, there are small human errors made (for instance, very occasionally a message card goes astray or a flower is forgotten). In such circumstances, we will do our best to make the situation right for the customer. We may, at our discretion, offer a partial refund or a discount on a future order, but do not guarantee that we will do so. We believe in being fair and this is the spirit in which we will approach such situations. We would not, for instance, give a 100% refund if a message card did not arrive, as the customer has received significant value in terms of the flowers nor would we give a full refund if some stems were missing or damaged; we would make what we would be considered by a reasonable person to be an appropriate compensation.

6. Shelf-life of flowers

Our flowers are incredibly fresh, as they are purchased daily off the flower auctions in Holland, transported direct to us and stored in perfect conditions in our large flower fridge. They will normally last at least five days and most probably even longer, in the vase, although this varies by variety. It is important that the flowers are cared for correctly as putting them by heat sources or draughts, or failing to change the water, 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.



In some circumstances, our flowers are so fresh that they are not even fully open when they arrive. This can be confused with poor quality flowers but, in fact, this shows how fresh our flowers are. The flowers will open quickly once they are in room temperature and will give pleasure for many days to come if cared for properly.

7. 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.

8. 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 call ourselves. You consent to our having the freedom to make this decision when you purchase through our website.

9. Abusive behaviour

We will not tolerate abusive behaviour in any way, shape or form. Whilst we endeavour to do our very best, and 99% of our orders go like clockwork, mistakes are sometimes made. Purchasing from 'Flowers By Jennie McCallion' does not entitle individuals to treat our staff abusively. If anyone is abusive to our staff, we will terminate any dialogue. We will not resume dialogue unless it is in a non abusive fashion and with the level of respect to which every human being, on either end of the telephone, has a right. We reserve the right not to deal with returning customers who have previously been abusive or offensive. We may block their account or take any other measures we wish to prevent them using our services in future.

10. Special offers and Promotional Codes

At our discretion from time to time, we may offer promotional codes or 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. A special offer or promotional code cannot be used in conjunction with any other special offer or promotional code.

In the event that a customer has made a purchase and the price of a product falls or is discounted due to a special offer or promotional code, the price of the product at the time of purchase shall 'prevail'. We are unable to offer special offer discounts or apply promotional codes for purchases that have already been made.

As our special offers are often made available due to the availability of products, we may change the terms of special offers, or withdraw them altogether, at any time and without prior notice. We also reserve the right to offer personalised



special offers and promotions which will not be redeemable by the customer in receipt of the special offer.

As mentioned above, there may be times when certain products are offered with a free item (i.e. a free vase with a bouquet of flowers). These items are subject to availability and so, should an occasion arise when they are omitted from an order, we reserve the right to offer an alternative at our discretion, or offer no replacement.

11. Customer and recipient personal information

To ensure that we can communicate effectively with both customers and recipients, it is very important that you provide accurate personal information. If you do not put your name into the message card field, we will not share your identity with the recipient, even if they ask us for it. If they request it, we will email or call you to let you know that they are enquiring.

Please remember that we value your privacy and will never lease, rent or sell your private information. For more information, please request a copy of our Privacy Policy.

12. Unforeseen technical issues with the website and / or our systems

It is conceivable that errors may occur with our systems from time to time, due to unforeseen circumstances. For instance, our 3rd party hosting partner may lose access to the internet, causing our site to go offline or, if there is a problem with our server's internal clock, orders could theoretically be accepted by our system despite a cut off time having passed. These two examples are just that - examples and do not cover all the technical things that could theoretically go wrong (with our or any online business). We take every precaution we can to ensure that our systems run smoothly and problems are very rare. When they do occur, we will do our best to provide the service requested within the timing originally requested. However, in certain circumstances, it will not be possible for us to fulfil the order to the original timeline. In the latter situation, we will ask the customer what they would prefer; for us to amend the timing of the order, or to refund the order in full. You cannot hold us responsible for any damages or compensation if your order cannot be fulfilled for this reason (or any other).

13. Cut off times

Our cut off times for deliveries are shown on our website and are clearly detailed on our website. However, these cut off times are guidelines only and, whilst we keep to those times 99% of the time, from time to time we may move the cut off times forward or back, to respond to business situations that may arise. If you wish to order flowers for same day or next day delivery, you are urged to get your order in early, to make sure you get it in before the cut off time passes.

14. Deliveries on weekends and public holidays

We deliver on Saturdays, but not normally on Sundays or public holidays. On occasion, we can make special arrangements for such deliveries, however we do not guarantee it. Please contact us if you would like to request a weekend or public holiday delivery and we will see if it is possible.



15. Changes to Valentine's Day orders

During this exceptionally busy period, if you wish to change any detail of your order, please call us on 07972 358 307 or email us at info@flowersbyjenniemccallion.co.uk. Please note that any changes to your order (delivery address, gift message, additional items) must be made by 6pm GMT on 10th February to ensure that we have time to amend the order prior to dispatch. Although we will endeavour to make amendment requests that we receive after 6pm on 10th February, we cannot guarantee we shall be able to make the changes.

16. Changes to Mother's Day Orders

Should you wish to change any detail of your order over this busy period, we are only able to amend orders if you give us sufficient time. For orders to be delivered on the Thursday preceding Mother's Day, we need to be informed by 3pm on the Tuesday, preceding Mother's Day; for orders to be delivered on the Friday preceding Mother's Day, we need to be informed by 3pm on the Wednesday preceding Mother's Day; for orders to be delivered on the Saturday preceding Mother's Day, we need to be informed by 3pm on the Thursday preceding Mother's Day; for orders to be delivered on Mother's Day (Sunday), we need to be informed by 3pm on the Friday preceding Mother's Day; for orders to be delivered on the Monday following Mother's Day, we need to be informed by 12 noon on the Saturday preceding Mother's Day. After these times, although we shall endeavour to make amendment requests we receive, we cannot guarantee we shall be able to make the changes. Please call us on 07972 358 307 or email us at info@flowersbyjenniemccallion.co.uk.

17. Changes to Orders over the Christmas Period

Should you wish to change any detail of your order over this busy period, we are only able to amend orders if you give us sufficient time. After 16 December we cannot guarantee to be able to change order details unless we are notified by noon three days prior to the delivery date. After these times we shall do our best to help as far as we are able.

18. Copyright and Trademarks

'Flowers By Jennie McCallion' is a registered trademark and all wording and imagery on all 'Flowers By Jennie McCallion' sites are copyrighted. You may not copy, modify or distribute all or part of any of 'Flowers By Jennie McCallion' copyrighted works or trademarks, or other content from any 'Flowers By Jennie McCallion' site, without 'Flowers BY Jennie McCallion' express consent.

19. Indemnity

The Company shall not be responsible for any consequential loss of any description incurred by the Purchaser as a result of any failure or fault in the goods or for any damage or personal injuries or other losses however caused directly or indirectly by the goods.

