

The Mirror & The Veil

TERMS & CONDITIONS

Thank you for choosing The Mirror & The Veil to design and create the flower arrangements for your event. It is my privilege to provide you with flowers that enhance and add beauty to your special day. I understand how much this occasion means to you and will make every effort to create floral arrangements that delight you.



This contract is designed to protect you (the client) and me (The Mirror & The Veil) and to lay down in writing what you as the client can expect to receive and what I as your florist must provide. The parties are hereby known as "The Mirror & The Veil" and the "client".

Overview of Service from Estimate to Invoice

1.1 The Mirror & The Veil does not copy designs. The Mirror & The Veil retains the right to creative license as principle creator of designs, and as is necessary when working with fresh, natural, and relatively unpredictable products such as fresh flowers and foliage. The Mirror & The Veil will do their utmost to interpret and reflect the client's brief as agreed upon prior to the generation of the invoice.

1.2 All The Mirror & The Veil products are subject to availability. In the event of any supply difficulties, The Mirror & The Veil reserves the right to substitute a formerly agreed ingredient or component within a design of equivalent value and quality without notice. This includes specific flowers/plants and sundries. The Mirror & The Veil stresses that flowers and plant material are natural products and colours may differ/be unavailable to those agreed, but the next best thing will always be provided and notice given where possible.

1.3 Flowers, arrangements and prices for the client's event will be outlined in the estimate and finalised on the invoice. Once the estimate is received the event date is "held" for 10 days before it becomes available to other clients.

1.4 A booking fee of £250 is required to secure the event date. This will be deducted from the final balance.

1.5 Acceptance of the Terms & Conditions and payment of the booking fee indicates acceptance of £3000 minimum spend.

1.6 Prices listed within the estimate are secured for the event unless the ingredients or components for the intended final design or service rise significantly. In this case The Mirror & The Veil will notify the client and amend the estimate accordingly.

1.7 The invoice will be sent six weeks before the event. The total balance must be paid no later than four weeks before the event date.

1.8 The Mirror & The Veil reserves the right not to cut or order any materials until the balance has been paid in full.

1.9 Whilst additions made after the invoice has been generated cannot be guaranteed, any additional items agreed upon by both parties will be subject to a post-event invoice to be paid within 7 days of the event.

Hire/Props

2.1 Props on hire from the Mirror & The Veil must be emptied, cleaned and returned to The Mirror & The Veil (Shippon Cottage, Brownings Farm, Lewes Road, Blackboys, TN22 5HG) in their original condition within 7 days of the event, unless otherwise agreed. Alternatively, a fee of £100 is charged for collection within 20 miles of TN22 5HG. Beyond this area, additional travel expenses apply at 45p per mile and £30 per hour. Please note The Mirror & The Veil works Monday to Saturday. Sundays are only worked in exceptional circumstances.

2.2 Any hired items or items belonging to The Mirror & The Veil not returned within 7 days of the event will be billed at the replacement value. The Mirror & The Veil must receive payment for these items within 14 days after the event.

2.3 The Mirror & The Veil often hires items from 3rd parties for use in event floristry. All items are checked thoroughly before use and all items will be in good condition. However, if an item were to break, crack or cause injury to a 3rd party or individual, The Mirror & The Veil accepts no responsibility and the dispute will need to be settled between the client and the supplier of the faulty item.

2.4 The Mirror & The Veil accepts no responsibility towards the return of items to a 3rd party unless agreed upon at the discretion of The Mirror & The Veil.

2.5 The Mirror & The Veil accepts no responsibility for any damage caused by flames or lit candles at an event.

Alterations, Cancellations and Rescheduling

3.1 Costs listed in the estimate take the entire order into consideration. Adjustments may be made to the estimate if items are removed or cancelled. Should a significant number of items be removed or reduced (greater than 10%) it may increase the cost of the remaining items.

3.2 Both parties must agree to any changes in the estimate before the invoice is generated.

3.3 Any items cancelled after final payment has been made will not be reimbursed.

3.4 Clients may cancel this contract at any time, subject to the following charges:

Cancellation within 14 days of booking: refund of the booking fee

Cancellation with more than 6 calendar months' notice: loss of the booking fee

Cancellation with 3 to 6 calendar months' notice: 75% of the total final price

Cancellation with less than 3 calendar months: 100% of the total final price

Please note that upon the client's cancellation of commissioned services, the client will be given 30 days to render payment of all monies owed. After this time, additional late charges will apply and billed at the maximum rate allowable by law. Additional legal and collection fees may apply.

3.5 If for any reason a wedding time and date are changed after submittal of the original booking fee, The Mirror & The Veil will endeavour to accommodate those changes to the best of their ability; however, any such accommodations are based on the availability of The Mirror & The Veil for the new time and date.

3.6 Rescheduling may require a new contract. The new estimate and invoice costings will reflect pricing in effect when the date change occurs. Clients forfeit the £150 booking fee but it may be used as credit applied to wedding coverage within one year of original date provided The Mirror & The Veil is available.

3.7 In the event that The Mirror & The Veil is unable to supply a product or service in part or in full, The Mirror & The Veil will notify the client as soon as is reasonably possible and will reimburse the payment in full, minus expenses already incurred, and help find a reasonable solution.

Delivery and Installation

4.1 Because of the perishable nature of the product, the client will be advised upon delivery of how best to store and care for the flowers. Generally, this will involve keeping the arrangements in a cool place, away from excessive drafts, temperature or fumes and in water.

4.2 Upon delivery and acceptance of the flowers by the bridal party, The Mirror & The Veil are no longer responsible for the care and condition of the flowers.

4.3 The Mirror & The Veil cannot accept any responsibility for damage caused to designs by adverse weather, general wear and tear, and mishandling by the client or anyone else present during the wedding day.

4.4 Delivery of flowers, arrangements, and props will be planned around the order of the day of the event. To ensure utmost freshness and quality is maintained, The Mirror & The Veil works to a tight schedule in the days preceding the event and the event day itself. If the ceremony or other event timings are significantly changed (anything over an hour) without prior notice, The Mirror & The Veil reserves the right to make charges at £30 per hour, invoiced post-event and payable within 7 days of the event.

4.5 The Mirror & The Veil charges for travel at a cost of 45p per mile, after the initial 10 miles, both ways. For journeys greater than an hour, a rate of £25 per hour may be charged for time. Delivery to multiple addresses will be accommodated at the discretion of The Mirror & The Veil.

4.6 The client is responsible for providing correct venue/delivery contact details and full address including postcode alongside any specific directions.

4.7 The flowers will be delivered and/or set up at a time agreed in advance. The Mirror & The Veil and team are not responsible for delivery delays beyond our control. If supply of the services is delayed by an event/incident outside of our control the client will be contacted as soon as possible and The Mirror & The Veil will take steps to minimise the effect of the delay. The Mirror & The Veil is not be liable for delays caused by said event and no amount of the full invoice will be refunded.

4.8 The Mirror & The Veil is at liberty to make changes to the agreed delivery or set up time providing this does not delay or negatively impact the event. The client will be notified as soon as possible.

4.9 The Mirror & The Veil works with a wonderful freelancer team of trained and experienced florists and stylists who may be asked create and/or deliver arrangements for an event alongside The Mirror & The Veil.

4.10 If working at height the client may be charged ladder hire and additional labour to help ensure risk is minimised. This will be priced on a case-by-case basis and discussed and agreed upon in advance.

4.11 Additional set up charges may apply, e.g for large installations, styling, or venues with difficult access. This will be fully discussed with the client in advance.

4.12 The Mirror & The Veil can move floral designs between venues for a fixed fee of £100 (plus mileage, if applicable).

Unclassified

5.1 The due performance of this contract is subject to alteration or cancellation due to a Force Majeure event. A Force Majeure Event is an event beyond the control of any party, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable. This includes Acts of God, storms, floods, riots, fires, sabotage, a civil commotion or civil unrest, interference by civil or military authorities, acts of war or armed hostilities, national or international calamity, acts of terrorism, or failure of energy sources. For the avoidance of doubt, it does not include circumstances where The Mirror & The Veil attends an event to perform services and any of the involved parties fails to attend. In the case of a Force Majeure event, The Mirror & The Veil will refund the client in full, minus any fees deemed fair to cover services already provided. This will be a percentage of the total cost of services. This includes, but is not limited to, consultation sessions, administrative work, phone and/or video calls, event specific designing, researching and sourcing, and also additional time and expenses relating to software and equipment used to maintain the client's booking. Each cancellation will be evaluated on a case-by-case basis. A full breakdown of costs will be provided upon request. The remaining balance, once fees have been deducted, will be refunded to the client within 30 days of the contract being withdrawn.

5.2 Acts of God, sudden ill health and adverse weather conditions may affect The Mirror & The Veil's ability to deliver services agreed upon. However, in cases of adverse weather, The Mirror & The Veil will remain in contact with the client in the lead up to the event and discuss a contingency plan. In the unlikely event The Mirror & The Veil is unable to personally complete or deliver arrangements for the event due to ill health, it will be outsourced accordingly. Ultimately, The Mirror & The Veil cannot accept any responsibility for Acts of God, sudden ill health or adverse weather conditions and if prevented from providing the service will refund monies paid according to clause 5.1.

5.3 With Brexit currently unfolding, flower prices are more difficult to predict than ever. As 90% of the world's cut flowers are traded through Holland any importation duty increases or difficulties as a result of leaving the EU could have a significant impact on prices and supply. At this stage, The Mirror & The Veil can only quote on current prices and reserves the right to adjust prices in accordance with foreign trade.

5.4 The Mirror & The Veil accepts no responsibility for late deliveries as a result of Brexit. The Mirror & The Veil will endeavour to complete all agreed works, but if time is reduced beyond what is reasonably manageable to complete the work for the event as a result of Brexit or Brexit related issues, clause 5.1 will apply.

5.5 In the run-up to the event, the client has unlimited but reasonable access to The Mirror & The Veil.

5.6 The planning and execution of any event requires support from industry professionals and it is part of the service that The Mirror & The Veil will provide time and advice free of charge at their discretion. Additional services, administration, adjustments, amendments or consultations may incur fees charged at £30 per hour.

5.7 During the process of creating designs for events photos may be taken of arrangements, the venue, and other relevant subjects for business use. However, images of bridal arrangements will not be made public prior to the ceremony.

5.8 In the unlikely event that the client is not satisfied with the flowers or service, please contact The Mirror & The Veil as soon as possible.

5.9 The Mirror & The Veil reserves the right to supplement and amend the Terms & Conditions from time to time. The Mirror & The Veil will inform the client of any changes to these conditions.

5.10 Rachel Grimes trading as The Mirror & The Veil is insured by Bridge Insurance Brokers Ltd.

The Mirror & The Veil will generate the invoice approximately 6 weeks before the client's event.

The total balance must be paid no later than four weeks before the event date.

I, the client, understand and accept the above Terms & Conditions and enclose my payment of £250 booking fee.

Signature -----

Print Name -----

Date -----