

Event Flowers and Decor Agreement

THIS AGREEMENT is made on: 2 April 2020

AND IS MADE BETWEEN:

Bridget Davidson trading as Wild Rosamund, 26 Homefield Close, Impington,

Cambridge CB24 9NN and:

Full name of person/people named on quote document:

Person 1: Person 2:

of

Address:

EVENT DATE (hereinafter referred to as 'the Event'):

ENTIRE AGREEMENT: This agreement forms the entire understanding between Wild Rosamund (hereinafter referred to as 'The Florist') and Partner 1 and Partner 2 (hereinafter referred to as 'The Clients'). It supersedes all prior agreements between the parties. Changes to this agreement can only be made when such changes have been added in writing to this agreement and signed by both parties.

RESERVATION: A signed Event Flowers and Decor Agreement and a Non-Refundable Booking Fee of ten (10) per cent of the total balance detailed in The Quotation are required to reserve the specified Event date for The Florist's services.

SERVICES TO BE PROVIDED: The Florist will provide all such Event flowers and services as specified in the Quotation attached to this agreement. The flowers will be delivered to the address or addresses, as specified in the attached Delivery & Collection Schedule. Any hired items will be delivered and collected as specified in the Delivery & Collection Schedule.

PRE-EVENT CONSULTATION: Prior to signing this agreement the parties will have met to agree the details contained in the Quotation. The Clients agree that they have communicated all colour and flower varieties and any other preferences prior to signing this agreement.

SUBSITUTIONS: Flowers are natural items and the availability of the exact shade, variety and head size of flowers cannot be guaranteed. Flowers are also susceptible to seasonal changes and weather conditions and there may arise unforeseen and uncontrollable availability issues prior to the date of the Event. Should specific items be unavailable every effort will be made to meet the specifics of the Quotation but by

signing this agreement The Clients authorise The Florist to make floral substitutions within a specific colour palette. Such necessary substitutions will be at The Florist's discretion although every effort will be made to agree such substitutions between the parties beforehand should time allow.

HIRED ITEMS AND SECURITY DEPOSIT: The services and items provided by The Florist and detailed in the Quotation may include the hire of non-floral items, such as vases, candleholders etc, (hereinafter referred to as 'Hired Items'). Any such Hired Items will be specified in the Quotation. Any such Hired Items may be hired for a period of 48 hours from the time of delivery (hereinafter referred to as 'The Period of Hire') a security deposit of £100 is required to be paid to The Florist either by cheque or direct transfer to The Florist's bank account. During the Period of Hire, The Client assumes full responsibility for the Hired Items. Should any Hired Items be lost, broken or damaged during the Period of Hire, The Client will be liable for the full cost of replacing such Hired Items. Any such replacement costs will be deducted from the security deposit. Should all Hired Items be returned undamaged the security deposit will be returned within 48 hours of the Event date.

PHOTOGRAPHS: The Clients grant The Florist permission to display selected images of The Florist's work resulting from the Event as an example of The Florist's work in promotional material including The Florist's website and social media pages. The Florist will not use photos of The Clients themselves without their specific permission. The Clients also agree to provide permission for their event photographer to send his/her images of The Florist's work to The Florist for promotional use.

PAYMENT: Once the price for the Event flowers has been agreed between the parties a formal quote will be provided. A Non-Refundable Booking Fee of ten (10) per cent of the total balance is due on acceptance of the quote. Thereafter the full balance is due no later than fourteen (14) days before the date of The Event. Fresh flowers need to be ordered 7-9 days prior to the event. No flower orders will be placed by The Florist until full payment has been received. Acceptable forms of payment are cheque payable to Wild Rosamund or direct bank transfer to Wild Rosamund, Sort Code: 09-01-29 Account number: 09146228

CHANGE OF DATES OR CANCELLATION: Cancellations more than 14 days prior to the Event date will receive a refund on all monies paid other than the a Non-Refundable Booking Fee of ten (10) per cent of the total balance. The Clients agree that for cancellations made after that date, no monies given to The Florist shall be refunded. Providing more than two weeks' notice is given there will be no charge for changes to the date of the event, providing that there is no scheduling conflict.

FORCE MAJEURE: We shall not be liable for any failure or delay in the Event, in whole or part, of any of our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to, strikes, lockouts or other industrial disputes (whether involving our workforce or the workforce of any other party), act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery or heating, lighting, air conditioning or telecommunications equipment, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, or failure in the external supply of electricity, water or telecommunications (including internet) connections.

COMPLAINTS: In the unlikely event of a complaint please let The Florist know as soon as possible so that every effort can be made to rectify the problem. In any event any complaints should be made in writing no more than 21 days after the date of the Event as detailed in the Quotation.

LIMIT OF LIABILITY: In the unlikely event that The Florist is injured or becomes too ill to provide flowers for the wedding, The Florist will make every effort to secure a replacement florist. If this situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received. The Florist takes the utmost care with respect to transporting and preparing the flowers, however should the flowers be lost, stolen or otherwise destroyed for reasons beyond The Florist's control responsibility and liability is limited to the return of all payments received. In any event The Florist is a fully insured business and carries public liability insurance up to £5,000,000.

WE AGREE TO THE ABOVE TERMS AND CONDTIONS AND HAVE READ AND UNDERSTOOD THE CONTRACT TOGETHER WITH THE ATTACHED QUOTATION AND DELIVERY SCHEDULE.

Signature of person/people named on quote document:

Person 1: Print Name Date signed:

Person 2: Print Name: Date signed:

Bridget Davidson, trading as Wild Rosamund

B. Dairk-

Bridget Davidson

Date signed: 2 April 2020