



## TERMS OF SUPPLY

*of*

### *Couture de Fleur Goods and Services*

These are the terms and conditions on which we, Couture de Fleur sell and supply our bespoke custom-made and pre-crafted *Heirloom Floral Creations* to you. Please read these Terms carefully and when ordering custom made items please check that the details on your order are complete and accurate before you place your order to us.

#### **Who we are and how to get in touch:**

I am Jeanette Walsh, a textile and floral artist who trades as Couture de Fleur, which is an Irish Registered Business Name, No. 502230.

I am a qualified Master of Dutch Floral Design (M.D.F.D) and a member of the Design and Crafts Council of Ireland. I design all of our heirloom floral creations.

You can get in touch with us at Couture de Fleur by emailing [info@couturedefleur.ie](mailto:info@couturedefleur.ie) or you can call us on +353 (0)87 7391907. Our address is 56 Prospect, Naul Road, Balbriggan, Co. Dublin, Ireland.

#### **What we do:**

We design, make and sell individually hand-crafted heirloom floral creations, using fine quality fabrics, crystals and heirlooms. Heirlooms are artefacts, vintage or antiques items, such as jewellery, clothing, fabrics, art pieces, artworks or parts of these. What we don't use are fresh flowers, so you can treasure your wedding-florals for life. We provide a custom-made service, creating an heirloom floral design with you that reflects your personality and then we handcraft your bespoke bridal and wedding party heirloom floral bouquets and accessories. This means that no two bouquets are ever the same. We also offer a selection of pre-made heirloom floral creations, which are available to buy at any time.

#### LOCATION

Balbriggan, Dublin, Ireland.

+353 877391907

[info@couturedefleur.ie](mailto:info@couturedefleur.ie)



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## CUSTOM MADE BESPOKE BRIDAL CREATIONS

### *About custom made orders*

We design and make bespoke bridal wedding-florals, inspired by you and your wishes. We can design and make custom:-

- Heirloom Bridal Bouquets;
- Heirloom Bridesmaid Bouquets;
- Heirloom Flower-girl Bouquets and Accessories;
- Heirloom Keepsake corsages and boutonnieres for: Groom, Groomsmen, and Special Guests;
- Heirloom Thank-You flowers and gifts for Mums; and
- Throwaway Bouquets.

Our custom made orders are handmade from designer-approved or selected materials and client requested materials or materials of a similar quality where our designers consider it appropriate. We do not use fresh flowers.

If you wish to specify a precise type and quality of material, we can only meet that specification if the order is placed in sufficient time to allow the material to be delivered by our chosen supplier.

### *Advance booking is essential*

We hope that it will always be possible for us to accept orders for custom made floral creations with adequate advance booking. However, in order to deliver the high quality and hand crafted workmanship of our creations, normally, at least fourteen weeks advance booking is essential for us to accept custom orders. Depending on the number of items you wish to order extra notice may also be required.

Because of the nature of the design process, sourcing material, and handcrafting materials, depending on work schedules and at peak periods longer advance booking may be necessary.

While we can accept your custom-made orders with less advance notice, if we do so then the risk of delay will fall on you.

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### *Steps in creating your bespoke heirloom florals*

*Client consultation* Creating your bespoke heirloom floral designs and creations starts with a no obligation initial consultation with your designer to discuss your personal requirements and style. We recommend that you bring along a photo of your dress and a small fabric sample. We will develop initial design option(s) and will provide a projected costing for those design option(s) at this consultation or within an agreed time afterwards, normally seven days.

Please remember that no obligations arise for either you or us by attending an initial consultation. Neither the fact of attending an initial client consultation or any statements made by you or us at an initial client consultation secures a booking. Only a booking made in accordance with these Terms can secure a booking, subject to our right to not accept such booking.

### *Placing an order*

In order to ensure adequate advance booking, you will need to allow sufficient time for further client consultation, developing design options and your selection of design(s). The initial consultation process may take longer where changes to designs and/or materials are sought.

To place your order you will need to notify us of your chosen heirloom florals and make a payment of 50% of the full order cost, including taxes. Only on clearance of this payment is your order considered received by us.

### *Accepting your order*

When you submit your order and make the payment to secure your booking this constitutes an offer only and does not mean that we have accepted it. Your offer is only accepted when confirmed by us in writing (by email).

Your payment will then be treated as a booking deposit and it is not refundable except in accordance with these Terms.

We can only confirm acceptance of bookings on the basis of work schedules known to us on the day your deposit-payment has cleared. Any prior statement made by us about our ability to supply our heirloom floral creations on or before a certain date is indicative only and is not binding on us.

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If we consider, at our own discretion, that we are unable to meet your order (by supplying our services and goods within your selected time frame), we will inform you of this (by email) and we will not process your order. We will refund any booking deposit paid to the account from which payment was made.

When we accept your order in writing (by email), a contract will come into existence and these Terms will become binding between you and us.

***Securing a date (for the supply of heirloom floral creations, not the other kind)***

If you would like to secure and hold a booking date in advance of the design process, you may pay a holding fee of €125.00 (plus applicable VAT or sales taxes). This fee is non-refundable, but if you place your order it will be treated as part payment of your booking deposit.

***Paying for your bespoke heirloom florals***

Fifty percent of the cost of your chosen initial design option(s) option is payable in advance as a non-binding booking deposit.

If your order is accepted in accordance with these Terms, then the balance of the cost of your actual design and any specified charges (such as delivery charges) is due by cleared payment before delivery will be commenced.

If you do request changes to your design following the acceptance of your order (please read our Terms on when can you change your mind below) which will increase the cost of your heirloom floral creations, then you will need to pay an additional sum to cover fifty percent of the increased costs before we can accept the change to your order.

All payments must include all applicable taxes (for example VAT or equivalent sales tax), which we will notify to you, and be made in full in order to be considered a payment for the purposes of these terms.

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If the rate of VAT (or equivalent sales tax) changes between the date of your order and the date that you pay in full, we will adjust the rate of VAT that you pay.

While part payment is, of course, accepted in order to assist you, please be aware that no part payment shall be considered to secure a booking or to permit delivery.

We accept payment by-

### **Bank Transfer**

**Bank of Ireland, Couture de Fleur**

**IBAN: IE36 BOFI 9035 4143 6302 72**

**BIC: BOFIE2D**

### ***When can you change your mind***

While you can generally change your mind about what custom made floral creations you select for your wedding, due to the nature of our products and the bespoke design and hand-crafting process, you can only do so within two weeks of our acceptance of your order.

However, we cannot guarantee that it will be possible to make the changes requested and acceptance of a requested change will be at our discretion only.

Where this means a change in the total price of the goods and/or services ordered by you, we will notify you of the amended price in writing (by email) and your change of order will not be considered to be accepted until payment of any additional sum due is paid in full in accordance with our terms of payment.

*It is always possible to change your mind about your husband or wife to be, but if you are thinking of changing your mind before you get married please see our cancellation terms!*

### ***What if you want to cancel your order***

Because of the nature of custom made goods, for certain custom made heirloom floral creations we may not be able to permit cancellation, unless within specific time-frames which we notify you of before you place your order. Otherwise, you may cancel your order in accordance with these terms:-

If you cancel your order within THREE weeks of your booking, a cancellation fee of half of the accepted booking deposit will apply. We will refund the remaining booking deposit paid to the account from which payment was made.

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If you cancel at any other time up to the sending (by email) of notification by us that your custom made heirloom floral creations are available for delivery, then a minimum cancellation fee of 100% of the accepted booking deposit will apply. If we have already started work on your order by that time, you will, at our discretion, also have to pay us any costs that we have reasonably incurred in starting to fulfil the order over and above the amount of your booking deposit.

If we have used or ordered in materials for the creation of your bespoke heirloom floral designs, then the cost of such materials is also refundable to us.

No cancellation is permitted after we send (by email) notification that your custom made heirloom floral creations are available for delivery and the full payment due and owing to us is payable on demand. We shall not deliver your custom made order while cleared payment is outstanding.

You may cancel the contract between us with immediate effect by giving us written notice (by email) if:-

- (a) We break this contract in any material way and we do not correct or fix the situation within [NUMBER] days of you asking us to in writing;
- (b) We change these Terms under clause [NUMBER] to your material disadvantage;
- (c) We are affected by an event outside our control (see below).

### ***Our rights to cancel your order***

We may have to cancel an order at any time due to an event outside our control or the unavailability of key personnel or materials without which we cannot provide the services. If this happens:

- (a) we will promptly contact you (including by email) to let you know;
- (b) if you have made any payment in advance for services that have not been provided to you, or goods that have not been delivered to you, we will refund these amounts to you;
- (c) where we have already started work on your order for custom made goods, we will not charge you anything and you will not have to make any payment to us.

### ***Delivery of goods***

Please note that timescales for delivery and delivery charges will vary depending on the availability of delivery services and your address. Please allow for extra time for deliveries to the United Kingdom and remote parts of Ireland and overseas.

We will contact you to confirm that you are available to receive a delivery and your preferred delivery address. Once payment in full is cleared, the following Terms shall apply:-

- (a) If you have asked to collect your goods from our premises, you can collect them at any time during our working hours of 9.00am – 5.30pm on weekdays and Saturdays.

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(d) If you ask us to arrange delivery and no one is available at your address to take delivery, we will leave you a note that your goods have been returned to our premises, in which case, please contact us to rearrange delivery and additional delivery charges will apply.

(e) If you ask us to deliver by courier then the couriers own terms and conditions will apply instead of these. Additional delivery charges may apply in the event that you cannot meet the courier's requirements.

(f) Please ensure that your contact details are up to date as this may facilitate delivery.

Delivery of an order shall be completed when the goods are delivered to the address you gave us or you have collected them from us and the goods will be your responsibility from that time.

### PRE MADE HEIRLOOM FLORALS [ONLINE]

#### *Online Price and Payment*

The price for our pre made heirloom floral creations will be as set out in our price list in force when you place your order. Our prices may change from time to time, but price changes will not affect orders that you have already placed. However, you should review our price list before placing any further orders as prices may have changed in the meantime.

Our prices include VAT (or equivalent sales tax). However, if the rate of VAT (or equivalent sales tax) changes between the date of your order and the date that you pay in full, we reserve the right to adjust the rate of VAT that you pay. This new rate will apply to the full order, even if part-payment has been made.

Our prices exclude delivery costs, which will be added to the total amount due.

Payment is in advance by credit or debit card, but we will not charge your credit or debit card until we despatch the ordered goods to you.

#### *Our woops policy: Rights where wrong prices are shown*

It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices as part of our despatch procedures so that, where the correct price is less than our stated price, we will charge the lower amount when dispatching your goods to you. If the correct price is higher than the price stated on our web-site, we will notify you and you can decide whether to continue with the order at the correct price or you can change your order for these goods or cancel your order for these goods without penalty.

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Because of the risk of typographical errors, where a pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide those Goods to you at the incorrect price.

### ***Delivery Times***

We strive to deliver all our goods within the timeframe that we publish for delivery to the country where you live, using your chosen delivery method.

We are not responsible for any failure to deliver due to an event outside our control. Delivery is made by third parties and we are not responsible for any failure on their part to effect delivery on time. We are also not responsible for any failure on your part to have someone available to accept delivery.

Where delivery is unfortunately delayed beyond the date you require the goods, our responsibility to you is limited to a refund of purchase price.

### ***Your rights to cancel, change your mind and refunds***

Before the goods are delivered, you have the following rights to cancel an order for goods (other than custom made goods), including where you choose to cancel because we are affected by an event outside our control:-

- (a) You may cancel an order for goods at any time before we despatch the goods by contacting us in writing (by email). We will confirm your cancellation in writing (by email) to you.
- (b) If you have made any payment in advance, we will refund these amounts to you.
- (c) Unfortunately, if you cancel an order for goods and we have already despatched your goods to you, we will not be able to cancel your order until it is delivered. In this case, if you return the goods to us, we will have to charge you the cost of collection or you will have to pay the cost of returning the goods back to us. This will not affect your refund for the goods themselves, but we will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you.

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When you order goods online you have a right to change your mind and to return your goods within fourteen calendar days from the date you received them, without giving any reason. Please bear in mind that due to the nature of heirloom floral creations and their general use at personal or public events, this right will not exist if you have used the goods for the purpose for which you have ordered them, for example any such personal or public event, such as a wedding or wedding rehearsal. You will have to pay the costs of returning the goods to us. We will refund the cost of the goods, but not any delivery costs. Your refund will be made within fourteen days of the receipt by us of the goods in good and original condition, fair wear and tear excepted. We strive to ensure all deliveries are made within 30 days, unless you agree otherwise with us. If we do not deliver your goods within that time, you may arrange a new suitable time for delivery or if delivery was essential you may cancel your order. If delivery was not essential but we fail to meet the new delivery date, then you may cancel your order. Your refund will be made within fourteen days of the cancellation.

## GENERAL TERMS AND CONDITIONS

### *Events outside our control*

Sometimes, events happen which are outside our reasonable control, like industrial action by others, civil unrest, storms, floods, telecommunications failures and other unpredictable events that interrupt business. In the unfortunate event that an event outside our reasonable control does happen, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms.

If an event outside our control occurs and it affects our ability to meet your order, we will let you know as soon as we reasonably can.

We will sadly have to suspend our obligations (including the time for delivery) for as long as the event outside our control continues to affect us. We will re-start work on your order as soon as the interruption to our business is over and we will arrange a new delivery date with you then.

If we notify you that because of an event outside our control, we may not be able to deliver our goods to you before your wedding (or other big day for which you are ordering our heirloom floral creations), you can cancel our contract without penalty.

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### *Our guarantee to you of the quality of our heirloom floral creations*

We guarantee that on delivery and for a period of [5] months from delivery, our heirloom floral creations shall be free from material defects. However, this guarantee does not apply to any defect arising from:-

- a) Fair wear and tear;
- b) Wilful damage, abnormal storage or conditions, accident, negligence by you or by any third party;
- c) Any alteration or repair by you or by a third party; and
- d) Any specification provided by you.

This guarantee is in addition to, and does not affect, your legal rights in relation to the goods that are faulty or not as described.

### *What if there is a problem with our bespoke heirloom floral creations*

We trust you will be delighted and will treasure your wedding heirloom floral creations, but as a consumer, you have legal rights in relation to goods that are faulty or not as described.

We strive to make our custom-made creations according to our agreed design(s). Please make sure your instructions and requests are correct and accurate. Unfortunately, we cannot accept responsibility if the reason for your dissatisfaction is because you provided us with incorrect instructions and requests. However, this will not affect your legal rights as a consumer in relation to custom-made services that are not provided with reasonable skill and care or the custom-made goods that are faulty or not as described.

Nothing in these Terms will affect these legal rights.

In the unlikely event that there is any defect with the goods and/or services:-

- a) Please contact us and tell us as soon as reasonably possible and send us a photograph of the item and any packaging that might be damaged;
- b) Please give us a reasonable opportunity to repair or fix any defect; and
- c) We will use every effort to repair the defect as soon as reasonably practicable [and, in any event, within [2 WEEKS WITHIN IRELAND / 4 WEEKS ALL OTHER AREAS]].

You will not have to pay for us to repair or fix a defect with the goods and/or services under this clause.

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### *The limit of our liability to you*

If we fail to comply with these Terms, our liability to you is limited and we are only liable for the refund of your payment to us and, where no notice has been provided, for the reasonable cost of obtaining an equal number and type of replacement fresh flower bouquets.

We only supply the goods and/or services for personal or private use. You agree not to use the goods and/or services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### *About our websites, catalogues and brochures*

Our website (including our social media sites, such as Facebook, Pinterest and Twitter), catalogue and brochure(s) are solely for the promotion of our heirloom floral design services and creations. Any images or descriptions of our goods or services published on these are for illustrative purposes only.

Although we have made every effort to display colours accurately in images of our goods, we cannot guarantee that the printed pictures accurately reflect the colour of the goods. Your goods may vary slightly from those images, although we make every effort to be as accurate as possible, because our goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated in our website, catalogues and brochure(s) are indicative.

### *We continue to own intellectual property rights in your designs*

If we design the goods for you, we will own the copyright, design right and all other intellectual property rights in the goods and any drafts, drawings or illustrations we make in connection with the goods for you.

### *Can we change this agreement*

We may have to revise these terms from time to time to reflect changes in relevant laws and regulatory requirements. Otherwise we won't during your order. However, changes of terms may occur at any time for any new orders (you may renew your vows using our wonderful wedding heirloom floral creations!) made after these terms have changed, so you should always read our terms for any changes.

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### *How we may use your personal information*

We will use the personal information you provide to us to:

- (a) Provide the goods and/or services;
- (b) Process your payment for such goods and/or services; and
- (c) Inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

We will not give your personal data to any other third party.

### *Other important terms*

This contract is between you and us. No other person shall have any rights to enforce any of its terms. We may transfer our rights and obligations under these Terms to another organisation. We will notify you in writing (by email) if this happens, but this will not affect your rights or our obligations under these Terms.

Each of the paragraphs of these Terms operates separately. If any of them are held to be unlawful, the remaining paragraphs will remain in full force and effect.

If we ask you to give us notice in writing under these terms (for example, to cancel), you can send this to us by e-mail, at [info@couturedefleur.ie](mailto:info@couturedefleur.ie). We will confirm receipt by email to you at the email address that we hold for you and also to the email address used to contact us.

Even if we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

These Terms are governed by Irish law and are subject to the exclusive jurisdiction of the Irish courts.

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