



## CONTRACT of SERVICE

**This agreement is dated:  
Monday, January 24, 2022  
Event Date:**

<b>It is made between:</b>	Bradgate Flowers of Main Street, Newtown Linford, Leicestershire LE6 0AE ('We', 'us' or 'our' means Bradgate Flowers including their owners, employees, hired staff and agents)
<b>And</b>	<b>Bride's Name ("Client 1")</b>
<b>Of</b>	<b>Address</b>
<b>And</b>	<b>Groom's Name ("Client 2")</b>
<b>Of</b>	<b>Address</b>

The term "Clients"; applies to both of the clients jointly and individually. Each client is solely and jointly responsible for all the obligations set out in this contract.

**The terms of this Contract & agreement are:**

## **Definitions**

“Confidential Information”	means all information about the parties, including: information created or arising from this agreement; information, comment or implication published on any Internet social medium.
“Fee”	Means all money payable by the Clients to us, however described, as per clauses 3.5 to 3.6 below.
“Supplier”	Means a supplier hired by the Clients to provide a service for their Event or otherwise agreed to be ordered by us on behalf of the Clients.
“Venue”	Means the Event venue or the location where we the decor services will be delivered or will be carried out, namely ().
“Substitute”	A supplier/company recommended by us that has a similar experience as us in the events industry in terms of types of bookings they undertake and years within the events industry
Day/s”	Any reference to days related to notice period/termination includes weekends/bank holidays and public holidays.
“Event/s ”	means the wedding, pre wedding events or post wedding events (including reception) for which our services have been booked or items/goods/equipment hired.

## **1) Our contract**

- 1.1 The Clients acknowledge that they have read and understood the terms of this agreement and that they are bound by this agreement, including any documents referred to in section 1.2 and any amendment to this agreement.
- 1.2 Information and documents sent by way of emails by us other documents such as the bespoke quotation/Booking Form and How I work document are a part of this agreement and should be read in conjunction with this agreement.
- 1.3 We warrant and undertake that we are not aware of anything within our reasonable control which might or will adversely affect our ability to fulfil our obligations under this agreement.
- 1.4 No amendment or variation to this agreement is valid unless mutually agreed, in writing, signed by each of the parties or their authorised representative.
- 1.5 The Clients are strongly advised to insure against cancellation of the Event/s due to unforeseen circumstances.

## **2. Services booked and General Terms**

- 2.1 We may at our discretion outsource the entire service or aspects of the service to businesses that are our recommended suppliers and work closely with us. The businesses are not employed by us and work with us as freelancers/independent contractors.
- 2.2 All services arranged directly by the Clients will be their responsibility. We will only be responsible for services undertaken by us.
- 2.3 The fee stated on the quotation reflects the prevailing costs at the time of the quotation which is valid for 14 days. The quotation includes labour and costs of installation on the Event/s day, break down and removal following the Event/s. If in the period up to the completion of this agreement, there is any increase in cost to us or a variation in the services required by the Clients, then the fee shall be amended accordingly. The package includes one virtual or face to face consultation. Any additional consultations visits will incur a charge of £50. Site visits are also chargeable. If the Clients fail to attend any venue visit, there will be a penalty of £50.00 applied to the booking.
- 2.5 If the Venue charges us a fee including parking fee, these charges will be notified and payable by the Clients via bank transfer within 7 days.
- 2.6 We operate on a minimum spend basis of £300. Any bookings below this minimum spend will only be accepted at our discretion where is feasibly possible.
- 2.7 There might be slight variations between each individual item (in terms of colour, material, sizes)– such variations/imperfections in products will not be considered as faulty and do not give grounds for complaints/replacements or a refund.
- 2.8 Where an item such as fresh flowers, silk flowers or handmade products becomes unavailable a similar item/goods/flowers will be used as a replacement with the Client's consent.
- 2.9 Images used on our Website, social media, brochures or quotations are for illustrative purposes only and there might be variation in colour of the items and the images. Therefore, we cannot guarantee that the colour of the items/equipment hired will match the exact colour displayed on the screen of the Client's device. If the Clients have any concerns regarding this, the Clients must advise us of such concerns before entering into this agreement.

- 2.10 Any task which is deemed to be unsafe, will not be carried out by our team. We cannot guarantee but will endeavour to find an alternate way to way to achieve the desired effect.
- 2.11 Availability, colours and price of fresh flowers is subject to variances in the weather, and natural seasons. If the flowers chosen by the Clients at the time of booking are not available for use on the Event/s day, our supplier/event florist will be happy to recommend alternatives in keeping with the price and colour scheme. We/our suppliers always use good quality flowers but we cannot guarantee that they will remain fresh for the duration of the Client's Event/s. We do not accept liability for wilting of flowers due to excess heat/lack of hydration in any venue.

### **3. Payment schedule and our obligations**

- 3.1 We will complete our obligations as per this clause, for the Fee which shall be calculated and paid as set out in clauses 3.5 to 3.6 (inclusive).
- 3.2 All money mentioned in this agreement is subject to the addition of VAT where due.
- 3.3 We are under no obligation to liaise, take instructions, receive written correspondence/ or notices related to this agreement from anyone except the Clients.
- 3.3 We are under no obligation to issue a reminder to the Clients for any initial or outstanding payment/s. The Clients must ensure payments are made on time.
- 3.4 We reserve the right to use the Client's images and of their Event/s (both professional and images clicked by us) for the purposes of marketing/promotion/advertising or use on our social media, website or other platforms such as but not limited to magazines, blogs, publications, newspapers. By entering into this agreement, the Clients grant us permission to use their images as mentioned above. If the Clients wish to withdraw consent in relation to the use of their images, they must serve a written notice on us 28 days prior to the Event/s date. We might request professional images taken on the Event/s day by the photographer booked by the Clients, for marketing purposes.
- 3.5 At the first stage, a deposit of £100.00 to secure the date and an initial fee of 40% of the net fee is payable in cleared funds to us via bank transfer by the Clients within 14 days of the date on which this agreement and the bespoke quotation/Booking Form is emailed to the Clients by us. Furthermore, if the Clients order any bespoke items for their Event/s which we do not have in stock, this will be payable in full at the time at the same time as the deposit and the initial fee. Once the deposit and the initial fee is paid, our services and items will be guaranteed for a period of 12 months from the date of the quotation except where supplier increases are beyond our control. Our bank details are as follows: Sort 30-94-97 Account 63843960 (BIC: LOYDGB21029) (IBAN:GB57LOYD30949763843960)
- 3.51 Fresh flowers and foliage's are perishable goods, prices are dictated by auction costs and change daily according to quality, supply and demand, seasons and availability and other factors. We will always endeavour to honour the prices quoted, where prices fluctuate beyond sustainability, we reserve the right to advise and amend costs accordingly. The change will only be deemed mutually agreed if and when the Clients receives written confirmation from us, agreeing to the change in costs, if the change is not agreed by the clients, the cancellation policy within clause 8.3 will apply. In this case, the deposit and the initial fee of 40% will not be refunded and we reserve the right to charge the Clients for any additional work carried out by us and/or any expenses incurred by us on the Client's behalf.

The initial fee of 40% is not a deposit and covers the following tasks/expenses incurred by us:

- checking availability; conducting initial consultation; designing the wedding based on the initial virtual or in person consultation; calculation of quantity of stems for each variety of flower chosen and contacting suppliers

for costs; preparation of a bespoke quotation based on the Client's requirements and a mini mood board with details of services requested, type of flowers/foliage to be used and any other relevant costs; one phone consultation after the quotation has been sent to make any required changes; preparation of a bespoke Booking Form/final quotation and an agreement based on the final quote agreed between the parties; confirmation of booking email once deposit and initial fee (and monies for any bespoke products/items) has been paid by the Clients; liaising with the Clients from the time of booking up until the Event/s date via email; researching items and any third party suppliers required to provide our services; considering and entering into agreements with suppliers on the Clients' behalf and paying their deposit/booking fee to secure their services; liaising with and placing orders of items/equipment from third parties, sourcing/arranging items on behalf of the Clients, any additional work we deem necessary to perform our obligations under this agreement and in the Client's best interest; any work resulting from further specific instructions/information provided by the Clients prior to their Events/Wedding day.

- Once the aforementioned work in clause 3.5 above has been carried out and delivered by us and/or any bespoke or specific items/goods/flowers have been purchased and suppliers paid to secure their services, the deposit, initial fee of 40% of the net fee and/or the monies used to purchase bespoke or specific items/goods/flowers mentioned above; will be non-refundable in the event of this agreement being terminated by either party for any reason.
- 3.6 A final payment of 60% of the net fee and any additional costs including travel, time spent to pack all the goods/items required for the set-up, time spent setting up at the venue will be payable via bank transfer 6 weeks prior to the Event date due to us on or before ??. Upon receipt of the outstanding balance, we will provide our services as outlined in this agreement. This final payment will cover costs to carry out tasks such as finalising and confirming the order with the Clients and making any necessary changes before the balance becomes due; finalising number of stems/materials and confirming this with suppliers so that the order can be processed and prepared for shipment by the supplier; settling final invoices issued by any suppliers secured for the Clients' Event/s; checking and conditioning every single stem; creation of the final design agreed with the Clients; packing of items ordered by the Clients on hire basis; staff costs who will travel to the venue on the Event/s day to unload items, set up and installation of designs at the venue, removal and collection. The collection and delivery charges are included within the final balance.
- 3.7 We reserve the right to charge the Clients for any reasonable time spent/ additional costs incurred as a result of any delay caused by the Clients; any changes to the booking and or venue and any additional travel due to these changes to the booking made by the Clients; a decision deemed necessary and taken by us to perform our obligations or due to any circumstances within reasonable control of the Clients.
- The Clients shall make payment of these costs via bank transfer within 7 days of being notified by us.
- 3.8 We are not responsible for any damage caused to the venue, any items/furniture supplied or arranged by the Clients on the Event/s day.
- 3.9 We will provide our services with reasonable care and skill and advise the Clients to use equipment recommended by us to enable us to deliver our services. If the Clients provide and or arrange items/equipment to be used by us on their behalf, we will not be held responsible for loss of enjoyment, stress and inconvenience caused on the Event/s day due to:
- a. Not being able to achieve the desired look and aesthetic;
  - b. The items/equipment not being safe and/or causing damage to the venue and any other items owned by the venue, third parties or the Clients not remaining intact throughout the Events/s day
  - c. The items/equipment's not being fully functional

- d. Our staff not having the experience/knowledge of how to use these items/equipment supplied/arranged by the Clients
  - e. The items/equipment not remaining intact, collapsing.
  - f. Uncleanliness of the items/equipment provided
- 3.10 We prefer to work on the ground floor (except venues where there is access/lift) for health and safety reasons. If the Clients are unable to book a ground floor space at their wedding venue, we will require assistance (to be arranged by the Clients) in arranging access with the Venue staff. If we are required to carry décor items/equipment via a staircase, additional charges may apply.
- 3.11 If a situation arises which is deemed to be an emergency by us, particularly on the day of the Event/s, we reserve the right to take whatever action we reasonably think necessary to maximise the success of the Event/s day and fulfil our obligations.
- 3.12 We are not obliged to stay at the Venue/return to the venue out of hours or for any reason beyond the time specified on the booking form and once our work has been carried out as per this agreement and the Booking Form. If for any reason, we have to stay at the Venue or return out of hours for collection of goods/items, additional charges may apply which must be borne by the Client.

#### **4. Client's Obligations**

The Clients are responsible for:

- 4.1 Giving us clear instructions;
- 4.2 Informing us at the outset (prior to paying the initial fee) about any special requirements, completing and provide accurate information requested and required by us to complete the booking.
- 4.3 Booking the adequate package required by them for their Event/s day.
- 4.4 Being punctual for any consultations and venue visits. If the Clients are late for the consultations and/or site visits, additional charges may apply.
- 4.5 Reading, understanding and checking that all the details included in the quotation/Booking Form are correct as these carry important information which will be relied upon by us to perform our obligations.
- 4.6 Making payments specified on the Booking Form and clauses 3.5 to 3.6 (inclusive) in a timely manner. Failure to make timely payment shall entitle us to stop all work including work regulated by any other agreement and not attend on the Events day to provide the agreed services. The date and the booking is not reserved and/or secured until the Clients pay the amounts set out in clause 3.5.
- 4.7 The Clients will not delegate their obligations, including the obligation to provide instructions, issue written correspondence and or notices, change booking details or make payments under this contract to any other person, whether for money or otherwise.
- 4.8 In addition to the Fees specified in clauses 3.5 to 3.6 (inclusive), the Clients will pay any generally approved extra unplanned and unspecified costs that we may incur such as, but not limited to congestion and or toll charges, parking, charges arising as a result of the Client making changes to the booking, additional services and all other reasonable and customary costs in order to complete this contract. The Clients will be required to pay such expenses via bank transfer within 7 days of being notified of such expenses.

- 4.9 The Clients will indemnify us against any liability to any Supplier/Venue/Hotel (including accommodation booked for us) booked by the Clients in relation to this agreement in the event of any claim against us. The indemnity will include all of our professional, legal fees and our time.
- 4.10 If the Clients changes the Venue, the Clients will be liable to pay additional travel costs if the location of the new Venue warrants us to travel further than the original Venue. The Clients will also be liable for any other costs incurred by us such as (but not limited to) parking, toll charges, congestion etc. These costs must be paid via bank transfer by the Clients, within 7 days of being notified by us.
- 4.11 The Clients will not make drastic changes to the booking that would result in reduction of the value of the package by more than 10% of the original fee quoted for the goods/services. To make changes to the total value/type of service, the Clients must notify us via email at least 8 weeks days prior to the Event/s Day. We will not allow any changes to the order within 8 weeks from the Event/s day and once an order has been placed by us on your behalf based on your requirements for bespoke items/goods/flowers. The change will only be deemed mutually agreed if and when the Clients receives written confirmation from us, agreeing to the change. If the change to the order exceeds 10% of the overall value of order and/or the change is not agreed by us, the cancellation policy within clause 8.3 will apply. In this case, the deposit and the initial fee of 40% will not be refunded and we reserve the right to charge the Clients for any additional work carried out by us and/or any expenses incurred by us on the Client's behalf. If such changes are made, this does not mean that the Clients will get a reduction in overall value of the goods/services. Where reductions in item numbers occur, the value would be distributed across the other items within the order.
- 4.12 Goods/items used or supplied by us (excluding fresh flowers) in connection with this agreement shall, unless expressly agreed by us in writing, be on hire for the duration of the Event/s. The Clients will be responsible for the Company's property from the time of delivery up until the time of collection by us. In the event that our items/equipment are damaged/is rendered not fit for purpose for future bookings, as a result of actions/negligence of the Clients or their guests at the Venue, the Clients will be liable to compensate us in full for loss, breakage and or the replacement of damaged items/equipment, professional cleaning charges and any loss of income if we are unable to fulfil other bookings due to the items/décor/equipment not being fit for purpose for further use. If such a situation arises, we will issue an invoice and send it via email to the Clients. The Clients will be liable to pay the sum mentioned on the invoice within 7 days from receipt of the invoice.
- 4.13 The Clients will be responsible to arrange access to the Venue for us and adequate time for set up and collection. In the event of any delays caused on the day as a failure to do this, we will not be responsible if the set-up or collection is not completed by the agreed time. If we are required to return to the venue out of hours for collection of goods/items, additional charges may apply.
- 4.14 The Clients will be responsible to pay at least a refundable fee of £100.00 to cover the cost of breakage of any goods/items. The Client is responsible to claim this within one month of their Event/s day. The refund will be processed using the same means of payment used by the Clients to pay this fee.
- 4.15 If the Clients wish to hire our post box, we will collect the post box on the following day of the event. The Clients will appoint one person who will empty the post box and the gifts and the contents will be their responsibility. The post box must be emptied by 9.30am, the box must be locked and the keys posted inside in readiness for collection. If we have to make another trip to collect the post-box, additional charges will apply.

## **5. Confidentiality**

- 5.1 Each party undertakes that it shall not at any time during this agreement, and after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, Clients or suppliers of the other party, except as permitted by *Clause 5.2*;
- 5.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## **6. Limitation of liability**

- 6.1 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warranty or term cannot be excluded, then this sub paragraph will be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 6.2 We shall not be liable to the Clients for any loss or expense which is an indirect or consequential loss; economic loss or other loss of turnover, profits, business; loss of amenity represented by the Clients having no visual record of an event; loss or damage suffered by the Client as a result of an action brought by a third party or Suppliers/Substitute recommended by us; loss of enjoyment, stress or inconvenience resulting from Clients' decision to make changes to this contract and/or booking including changes to venue and date of Event/s, providing incorrect details, products/items/equipment owned or hired by the Clients which are provided to us for use as part of the decor, incorrect services booked by the Clients, Clients' breach of this contract or things within reasonable control of the Clients.
- 6.3 The above applies even if such loss was reasonably foreseeable or we had been advised of the possibility of the Clients incurring it.
- 6.4 Except in the case of death or personal injury and fraud or fraudulent misrepresentation, our total liability under this agreement, shall not exceed the value of the services provided by us to the Clients under this agreement. This applies whether an action is based on contract, tort or any other basis in law.
- 6.5 We will not be held liable for any missing gifts/monies from our post-box (only applicable if the Clients hire our post box).
- 6.6 We will not accept liability for damage caused to any third-party items/venue building, its contents or fittings and fixtures, by real candles or tea-lights when in the possession of the Clients. The use of candles is at the Clients' risk and the Clients will be responsible to obtain permission from the venue for the use of real candles and tea-lights. All candles and tea-lights should remain in their holders whilst lit. We advise our Clients to not use candles or tea-lights on non-fire-resistant surfaces. Candles and tea-lights should not be left unattended.



6.7 This clause (and any other clause which excludes or restricts our liability, applies to our team, employees, officers, subcontractors, representatives and agents (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017.

## **7. Change of Event/s date**

7.1 The Clients can request to change the Event/s date by giving written notice to us.

7.2 If the Clients changes the Event/s date, we will do our utmost best to move the Event/s within twelve months of the original Event/s date, subject to availability. The deposit and initial fee of 40% of the net fee will be carried over to the new Event/s date. To guarantee the prices quoted for hire of items, services and flowers, a 100% payment of the net fee will be payable within 6 weeks of the original Event/s day as this will enable us to settle the supplier invoices.

7.3 The parties can vary terms of this contract if changes are made to the Event/s date. Any variation to this contract must be in writing and with consent of both parties. The terms which are not amended by the parties will continue to remain in force.

7.4 The Clients agree that in the event of a date change, any expenses including but not limited to fees payable to us that are non-refundable and non-transferable are the sole responsibility of the Clients. If we are not available for the new Event/s day, clause 8.3 applies.

7.5 We will not charge the Clients an administration charge for the change of Event/s date if the new Event/s within 12 months of the original Event/s day.

We reserve the right to change the cost of our services and goods available for hire to reflect our new fee structure and hire prices applicable to the year of the new Event/s day. Any difference in package prices shall be borne by the Clients. We will notify the Clients of such charges by email. The Clients will be liable to pay the additional charges within 7 days of being notified of the same.

## **8. Cancellation Policy**

8.1 The contract can be cancelled by either party by email subject to the matters set out within this section.

8.2 We may terminate this agreement if the Clients fail to make payments in accordance with clauses 3.5, 3.6 above, and/or if the Clients commits a material breach of any of the terms of this contract and fail to remedy the breach within 14 days of being notified in writing, and/or if the Clients enters into any form of insolvency arrangement. Upon termination of this agreement, the Clients will be liable to pay our Fees and any outstanding sums immediately.

8.3 The contract can be cancelled by either party by serving a written cancellation notice via email:

8.3.1 If the Clients cancel the contract within 14 days of entering into this agreement, then the Deposit and the Initial Fee shall be repaid to the Clients in full within 14 days from the date we are advised about the Clients' decision to cancel the contract. Unless expressly agreed otherwise, we will issue the refund using the same means of payment used by the Clients to deposit and initial fee.

8.3.2 If the Clients cancel this agreement more than 14 days after entering into this agreement and at any time more than 6weeks prior to the Event/s date, then the Deposit and Initial fee shall be forfeited and/or we reserve the right to charge for any additional work carried out by us to the nearest hour, calculated at £50 per hour. The Clients will be responsible for any expenses incurred as at the date of cancellation. Any expenses already paid will be non-refundable. An invoice for any additional fee/expenses payable upon termination will be sent via email to the Clients. The Clients must pay the sums within 7 days (via bank transfer) from the date of the invoice/when the invoice is served.

- 8.3.3 If the Clients cancel this agreement within 6 weeks or less of the Event/s day, then the total Fees including any expenses incurred as at the date of cancellation, less Deposit and Initial fee and other costs already paid, shall be paid to us by the Clients. If any sums are outstanding, the Clients must pay the sums within 7 days from the date of the invoice/when the invoice is served via bank transfer.
- 8.4 The agreement will be automatically terminated by way of completion of our obligations and payment by the Clients to us of the sums outlined in, clauses 3.5 to 3.6 and any additional sums as per clauses 4.8, 4.10, 4.11, 4.13, 4.15, 4.16 and 8.3 inclusive.

## **9. Force Majeure**

- 9.1 Force Majeure Event means circumstances not within a party's reasonable control, including and without limitation acts of God, flood, drought, earthquake, or other natural disaster; Epidemic or pandemic; Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including bans/guidelines that affect performance of this agreement, imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent]; adverse weather conditions which make travel unsafe or where severe weather warnings and advice against travelling has been issued by the Met office or relevant authorities; collapse of buildings, fire, explosion or accident; [and] [any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)];] [non-performance by suppliers or subcontractors [(other than by companies in the same group as the party seeking to rely on this clause)]; and] interruption or failure of utility service, severe illness, change of law.
- 9.2 Provided it has complied with Clause 9.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly, in writing and with consent of both parties, subject to availability.
- 9.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 9.4 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event [but no later than 7 days from its start], notify the other party [in writing] of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations by postponing the event or finding a suitable substitute supplier with similar experience in the Events industry.
- 9.5 If the Force Majeure Event prevents or hinders performance of this contract by either party and if the parties cannot reach an amicable resolution, either party may terminate this agreement by giving 7 days written notice to the other Party. In this scenario, all the monies paid by the Clients for services which have not yet been provided will be refunded.

## **10. Miscellaneous**

- 10.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

- 10.2 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 10.3 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 10.4 If any provision or part-provision of this agreement is deemed deleted under Clause 10.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 10.5 Any notice [or other communication] given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the address specified below
- 10.5.1 Written correspondence/notices issued by the Clients to us should be sent to the email provided on the invoice/booking form.
- 10.5.2 Written correspondence/notices issued by us to the Clients to be sent by email to the email address provided by the Clients at the outset and used to liaise with our team.
- 10.6 Any notice [or communication] shall be deemed to have been received, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 10.7 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 10.8 If the Clients wish to speak to us about any aspect of this contract, please contact us by e-mail at [bradgateflowers@gmail.com](mailto:bradgateflowers@gmail.com) or by telephone on 07561 175705.
- 10.9 Our registered office at;19 Main Street, Newtown Linford, Leicester, Leicestershire, LE6 0AE

#### 11. Governing Law and Jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and that that the Courts of England and Wales shall have jurisdiction to settle any dispute or claim arising in connection with this agreement.

Signed by \_\_\_\_\_ (Bradgate Flowers)

Signed by \_\_\_\_\_ [insert Client name]

Signed by \_\_\_\_\_ [insert Client name]

Date Monday, 24 January 2022

#### Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Under the Regulations, you have the right to cancel this contract within 14 days of making it/conclusion of the contract, without giving any reason.

To exercise the right to cancel, you must inform us that you want to cancel in a clear statement. You may use the attached model cancellation form or email [bradgateflowers@gmail.com](mailto:bradgateflowers@gmail.com) For all purposes at law, the contract between us is not made until you have agreed these terms, in hard copy, and we have agreed to provide the services you want.

The law applies whether or not you have already paid us.

Instead of waiting 14 days until your cancellation period expires, you can simply tell us that you want to start the work sooner or right away. You can send us an email to [bradgateflowers@gmail.com](mailto:bradgateflowers@gmail.com) or complete the form below and send that to us an email attachment. If you do that, you lose your right to cancel within the rest of the 14 day period.

If you want to cancel later, after we have started the agreed work, you can do so at any time and the cancellation policy will apply. As before, all you have to do is write to us, as above, making your intention quite clear.

If you cancel, you will save money only insofar as work has not been done. You must still pay us for materials and work done, even if you have had no benefit from it at the time when you cancel.

### **Request to start work**

To;

Bradgate Flowers,  
19 Main Street,  
Newtown Linford, Leicestershire,  
LE6 0AE

I/We hereby give notice that I/we would like you to start work under the contract as soon as we have signed the contract.

We instruct you to start working for us as soon as you can.

Signed

Date:

Client name:

Client address:

### **Cancellation form**

To;

Bradgate Flowers,  
19 Main Street,  
Newtown Linford, Leicestershire,  
LE6 0AE

I/We hereby give notice that I/we cancel my/our contract for the supply of the following service [\[enter details of service\]](#),

Ordered on [\[date\]](#)/received on [\[date\]](#),

Name: [\[enter name or names in which the order was made\]](#),

Address: [\[enter your address\]](#),

Date: