



Wholesale Flowers Direct

TERMS & CONDITIONS

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Our terms

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, being fresh cut flowers from our website, www.wholesaleflowersdirect.co.uk.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **Whether you are a consumer or a business customer.** Some terms will apply only to Consumers or only Business Customers.
- 1.3.1 **"Consumers"** are those parties entering into a contract with us that use them for their own personal use.
- 1.3.2 **"Business Customers"** are those parties that enter into a contract with us that use for business sales to other parties, including to consumers.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Wholesale Flowers Direct, a trading name of OK Bouquet Ltd, a company registered in England and Wales. Our company registration number is 09102211 and our registered office is at The Old Court House, 26a Church Street, Bishop's Stortford, Hertfordshire, CM23 2LY.
- 2.2 **How to contact us.** You can contact us by emailing our customer service team by writing to us at hello@wholesaleflowers.uk.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK.

4. **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may be able to end the contract in accordance with these terms and conditions.

6. **OUR RIGHTS TO MAKE CHANGES**

6.1 **Minor changes to the products.** We may change the product to reflect changes in relevant laws and regulatory requirements that may apply to the products we are supplying you.

6.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make changes to these terms or the product if our supplier makes minor changes to the products, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. **PROVIDING THE PRODUCTS**

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

7.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you.

If the products are goods we will deliver them to you either the next working day as soon as reasonably possible after the products are dispatched, or on a nominated day of your choice, if acceptable to us. If we are unable to deliver on your chosen day, we will let you know the alternative days available.

7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as

soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. (see clause 16 for more information).

- 7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of [HOURS] on weekdays (excluding public holidays) and Saturdays.
- 7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. We recommend you collect your products as soon as possible as we cannot guarantee the freshness of the product beyond our initial delivery attempt.
- 7.6 **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.
- 7.7 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.8 **When you own goods.** You own a product once we have received payment in full.
- 7.9 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you in writing or otherwise to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.10 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- 7.10.1 deal with technical problems or make minor technical changes;
 - 7.10.2 update the product to reflect changes in relevant laws and regulatory requirements;
 - 7.10.3 make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.11 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product, we may adjust the

price at our sole discretion so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 5 working days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

- 7.12 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 13.4), we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products.

8. NO INTERNATIONAL DELIVERY

- 8.1 Unfortunately, we do not deliver to addresses outside the UK.
- 8.2 You may place an order for products from outside the UK, but this order must be for delivery to an address in the UK. In the event an order is placed for an address outside the UK, we will cancel your order.

9. YOUR RIGHTS TO END THE CONTRACT

- 9.1 If you are:
- 9.1.1 a Consumer, only clauses 9.2 to 9.6 of this clause 9 apply.
- 9.1.2 a Business Customer, only clause 9.7 to 9.8 of this clause 9 apply.

THE FOLLOWING CLAUSES APPLIES TO CONSUMERS ONLY.

- 9.2 **You can always end your contract with us, unless one of the exclusions in this clause 9 applies as outlined below.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, whether any products have been delivered to you and when you decide to end the contract:

9.2.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 9.4;

9.2.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 9.3;

9.2.3 **If you have just changed your mind about the product, see** clause 9.6 to 9.8. You may be able to get a refund if you are within the cooling-off period and if the goods have not yet been dispatched, but this may be subject to deductions and you will have to pay the costs of return of any goods;

9.2.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 9.4 to 9.6.

- 9.3 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will

end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- 9.3.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- 9.3.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 9.3.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
- 9.3.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 5 working days; or
- 9.3.5 you have a legal right to end the contract because of something we have done wrong.

9.4 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

up to 30 days: if your goods are faulty, then you can get an immediate refund. If the goods are perishable, then the 30 day period will be shorter and is determined by how long the goods are expected to last.

up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases. (Not applicable to perishable goods)

up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back. (Not applicable to perishable goods).

See also clause 9.6 for your rights on ending the contract if you change your mind and how this applies to perishable goods.

9.5 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at hello@wholesaleflowersdirect.uk for a return label or to arrange collection.

9.6 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind

within 14 days and receive a refund. If however, the delivery takes place before the end of the 14 day period, as the products are fresh cut flowers, they are perishable goods which deteriorate quickly. Therefore you are unable to cancel or return the products when you have received them within 14 days simply because you have changed your mind. This is in line with the Consumer Contract Regulations 2013. You may still be able to change your mind before the goods are dispatched to you. Please notify us at the earliest opportunity as we can give no guarantees your request will reach us before dispatch. Any decision to cancel the order is solely at our discretion.

9.7 When you don't have the right to change your mind for non-perishable goods. You do not have a right to change your mind in respect of:

- 9.7.1 products you have used after delivery, for example, having incorporated into a display including placing the items in water, or taken out of their packaging meaning we cannot resell them, or reselling them on to a customer;
- 9.7.2 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; or
- 9.7.3 any products which become mixed inseparably with other items after their delivery.

9.8 How long do I have to change my mind? You can change your mind before the order is dispatched to you. After this time you are unable to cancel the contract because of the perishable nature of the products, and returning them means we are not likely to be able to resell them in an appropriate timescale.

THIS CLAUSE APPLIES TO BUSINESS CUSTOMERS ONLY.

9.7 You are unable to cancel the contract with us after the goods have been dispatched, unless clause 9.8 applies. You can cancel the order any time before dispatch of your order.

9.8 If the goods do not conform with the product's description, or there is a fault with any of the products, please contact us at the earliest opportunity of discovery of any fault. We must be given a reasonable opportunity to inspect the goods if we so require, or request photos from you, and if we ask you to, return the products at your cost. At our option and sole discretion, we will, at our option, repair or replace the defective products, or refund the price of the defective products in full.

10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

10.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

10.1.1 **Email.** Email customer services on sales@wholesaleflowersdirect.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.1.2 **By post.** Print off the [form [INSERT LINK TO PRINTABLE FORM](#)] and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

- 10.2 **When we will pay the costs of return.** We will pay the costs of return:
- 10.2.1 if the products are faulty or misdescribed;
 - 10.2.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- In all other circumstances you must pay the costs of return.
- 10.3 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. We charge [INSERT] for collection of the products.
- 10.4 **How we will refund you, if you are entitled to a refund under this contract.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 10.5 **Deductions from refunds if you are exercising your right to change your mind before the products were dispatched.** If you are exercising your right to change your mind:
- 10.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - 10.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 10.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- 10.6.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
 - 10.6.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind
11. **OUR RIGHTS TO END THE CONTRACT**
- 11.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- 11.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
 - 11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
 - 11.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
 - 11.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services; or
- 11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 11.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as we can in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.
- 12. IF THERE IS A PROBLEM WITH THE PRODUCT**
- 12.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at sales@wholesaleflowersdirect.uk.
- 13. PRICE AND PAYMENT**
- 13.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages or website when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.
- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 13.4 **When you must pay and how you must pay.** We accept payment with most major credit and debit cards, payable through PayPal. For the products you must pay for the products before we dispatch them. We will not charge your credit or

debit card until we dispatch the products to you. If you do not pay, we reserve the right to withhold the dispatch of the products.

- 13.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 14.1 If you are:

14.1.1 a Consumer, clause 14.1 to 14.3 applies only.

14.1.2 a Business Customer, clause 14.4 to 14.7 applies only.

THE FOLLOWING CLAUSES APPLY TO CONSUMERS ONLY:

- 14.2 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 14.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987.

THESE TERMS APPLIES TO BUSINESS CUSTOMERS ONLY:

- 14.4 Nothing in these Terms limits or excludes our liability for:

14.4.1 death or personal injury caused by our negligence;

14.4.2 fraud or fraudulent misrepresentation;

14.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

14.4.4 any other liability that cannot be limited or excluded by law.

- 14.5 Subject to clause 14.4, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

14.5.1 any loss of profits, sales, business, or revenue; or

- 14.5.2 loss of business opportunity; or
 - 14.5.3 loss of anticipated savings; or
 - 14.5.4 loss of goodwill; or
 - 14.5.5 any indirect or consequential loss.
- 14.6 Subject to clause 14.4, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 100% the price of the goods you order from us in the order.
- 14.7 Except as expressly stated in these terms, we do not give any representations, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

15. HOW WE MAY USE YOUR INFORMATION

- 15.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 15.1.1 to supply the products to you;
 - 15.1.2 to process your payment for the products; and
 - 15.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 15.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

16. EVENTS OUTSIDE OUR CONTROL

- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control, for events such as fire, riot, terrorism, acts of God or war (**Event Outside Our Control**).
- 16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- 16.2.1 we will contact you as soon as reasonably possible to notify you; and
 - 16.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16.3 You may cancel the contract affected by an Event Outside Our Control prior to receiving the goods. To cancel please contact us. If the goods have not yet been dispatched, we will refund the price you have paid, including any delivery charges.

17. OTHER IMPORTANT TERMS

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

17.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we are not happy with the person you are transferring those rights to.

17.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 17.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

18. Late Delivery

18.1 Failure to deliver within a timed delivery or on a customer's preferred delivery date . Due to unforeseen circumstances does not constitute a breach of our agreement and does not entitle the customer to a cancellation, refund or any form of compensation (considering the fact wholesale flowers should be delivered 2-3 days before working with so they can be conditioned correctly this should never create a problem). In the event of an incorrect or incomplete address being provided we reserve the right to charge a redirection of delivery fee. Wholesale Flowers Direct will not be held responsible for goods that cannot be delivered due to incorrect or incomplete address details provided by the customer and, as such, are not obliged to offer any form of compensation or refund.

18.1 Orders sent to military bases, hospitals, hotels, wedding venues, business premises etc. may be left at the main reception area for onward internal distribution. In this event, however, neither Wholesale Flowers Direct nor any delivery company acting on our behalf, can be held responsible or accept any claim for loss or damage caused. Wholesale Flowers Direct cannot be held responsible for the goods not being distributed internally to the intended recipient.

SCHEDULE 1 – Model Cancellation Form

Applies to Consumers only

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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