

Terms and Conditions

About us

We are MyFlowers Limited (“**we**” and “**us**”) a limited liability company registered in England and Wales, company registration number 14323957, with registered address at First Floor, 85 Great Portland Street, London, W1W 7LT.

We are an online flower and gift shop. Our online shop is located on www.myflowers.co.uk.

These terms and conditions (**Terms**) apply to the order by you and supply of bouquets by us to you (**Contract**).

In order to make purchases from us you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the billing information provided.

When you register an account with us, you are required to provide information about yourself that is true, accurate, current, and complete in all respects.

This Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

We may contact us over telephone on +44 (0)204 577 0088 or email on team@myflowers.co.uk.

These terms and conditions form the basis on which you can visit our website. Please read them carefully as they contain important information.

Products

Some flowers and plants in our Bouquets may be harmful or poisonous. Care should be taken when handling all flowers, foliage and plants. Natural toxins in some flowers and plants can cause an allergic reaction and can cause harm if handled or eaten by humans or animals. Flowers, foliage and berries in our Bouquets are for decoration purposes only.

Your order

Please follow the onscreen prompts to place an order with us. Each order is an offer by you to buy the Bouquet specified in the order (**Bouquet(s)**) subject to these Terms.

Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

After you place an order, you will receive an email or SMS from us acknowledging that we have received and accepted it (**Order Confirmation**). If you do not receive the Order Confirmation, please contact our Customer Support Team at team@myflowers.co.uk who can check that the order has gone through and ensure you receive the confirmation email.

Our Bouquets are subject to availability. In the event of any supply difficulties, we reserve the right to substitute with a product of equivalent value and/or quality without notice and without reimbursement to you. Where possible we may contact you to agree a suitable substitution.

Sometimes we reject orders, for example, because a product is unexpectedly out of stock or because you are located outside of our delivery areas range.

If we are unable to supply you with the Bouquet for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Bouquet, we will refund you the full amount including any delivery costs charged as soon as possible.

Our Bouquets

The images of the Bouquets on our online shop are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Bouquets. The colour of your Bouquet may vary slightly from those images.

Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our online shop may vary.

The packaging or wrapping of your Bouquet may vary from that shown on images in our online shop.

Subscription Information

MyFlowers offers an ongoing subscription plan. By subscribing, you agree to receive recurring deliveries of bouquets at the frequency specified during the checkout process.

As part of the subscription offer, the first bouquet is provided free of charge.

If the subscription is cancelled before 2 bouquets have been delivered, the cost of the first bouquet will be charged to the payment method on file. This charge will be processed at the time of cancellation.

You may modify your subscription (e.g., delivery address, delivery frequency, or bouquet preferences) via the "My Account" section in the MyFlowers app (if the subscription was purchased through the app) or by contacting our Customer Support Team (if the subscription was purchased on the website).

Changes must be requested by 9am, 5 days prior to the intended delivery date. During peak periods (e.g., Valentine's Day, Mother's Day, Christmas), additional notice may be required.

You may cancel your subscription at any time by providing notice via the "My Account" section in the MyFlowers app or by contacting our Customer Support Team. If the subscription is cancelled before 2 bouquets have been delivered, the cost of the first bouquet (which was initially provided free of charge) will be charged to your payment method.

Cancellations take effect immediately upon confirmation, and no further deliveries will be made.

Your payment method will be charged at the time of subscription activation and then 5 days prior to each subsequent delivery.

If the subscription is cancelled before 2 bouquets have been delivered, the cost of the first bouquet will be charged to your payment method at the time of cancellation.

The price for each bouquet within a subscription is fixed at the time of subscription setup. MyFlowers reserves the right to adjust subscription prices due to factors such as supplier costs or market conditions. In the event of a price increase, subscribers will be notified in advance and given the option to cancel their subscription without penalty.

You may pause your subscription at any time by providing notice via the "My Account" section in the MyFlowers app or by contacting our Customer Support Team.

Pauses must be requested by 9am, 5 days prior to the intended delivery date. During peak periods, additional notice may be required.

If a pause is requested after this time, the next delivery will still be charged, and the pause will take effect after that delivery.

Peak periods include, but are not limited to, Valentine's Day, Mother's Day, and Christmas. During these periods, additional processing time may be required, and changes or cancellations may require up to 10 days' notice.

Refunds are only applicable in accordance with our Refund Policy. If a subscription is cancelled before 2 bouquets have been delivered, the cost of the first bouquet will be charged, and no refund will be issued for this amount.

MyFlowers reserves the right to cancel or suspend subscriptions if we determine that the terms of the subscription are being abused or misused.

Ordering errors

You are able to correct errors on your order up to the point on which you click "submit" during the ordering process.

Price

The prices payable for Bouquets that you order are set out on this website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Payment terms

By clicking on the payment button at the end of the order process, you are consenting to be bound by our Terms contained in these terms and conditions and appearing anywhere on the website.

We will take payment upon receipt of your order from your credit or debit card. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the Bouquet from you, then we can refuse to process your order and/or suspend any deliveries to you. This does not affect any other rights we may have.

You can only pay for the Bouquet using a debit card or credit card. We accept the following cards and methods of payment: Paypal, Visa, Mastercard, GooglePay and ApplePay or other payment methods which may be clearly advertised by us from time to time.

We take reasonable care to make our website secure. All credit/debit card transactions through our online shop are processed using a secure online payment gateway that encrypts your card details in a secure host environment.

Delivery

Bouquets will be delivered to the address specified in the order. It is the customer's responsibility to ensure the accuracy of the delivery details. Customers are encouraged to provide precise instructions for cases where they may not be present at the time of delivery. MyFlowers accepts no liability for any loss or damage post-delivery unless caused by our negligence.

If delivery is unsuccessful due to the recipient's absence at the specified location, the bouquet may be returned to our warehouse for safekeeping for a period of 24 hours. Customers must contact us within this timeframe to arrange re-delivery, subject to an additional courier charge of £15.00. No refunds shall be issued in such cases.

MyFlowers does not guarantee same-day delivery for all regions. If the chosen delivery date is not feasible, we reserve the right to reschedule delivery to the nearest available date. The Order Confirmation will specify the estimated delivery timeframe.

It is the customer's responsibility to review the confirmation email and notify us of any required changes within 30 minutes of placing the order.

Same Day Delivery in London

We offer Same Day Delivery across London, ensuring your order arrives on the very same day. Our delivery service operates within 3-hour time slots, providing flexibility and convenience for our customers.

Delivery Time Slots:

9:00 AM – 12:00 PM

12:00 PM – 3:00 PM

3:00 PM – 6:00 PM

6:00 PM – 9:00 PM

9:00 PM – 12:00 AM

All deliveries within these time slots are handled by our dedicated couriers, ensuring a secure hand-to-hand delivery experience.

Delivery Fees:

Standard Same Day Delivery: Starts at £8 (final cost may vary depending on the delivery address and urgency).

- Urgent Delivery (Next Available Time Slot): Additional £7 (Total: £15 including base fee).
- Outer Zones of Greater London: Additional £15 (Total: £23 including base fee).
- Urgent Delivery to Outer Zones: Additional £22 (Total: £30 including base fee).

Free Delivery in London

We also offer free delivery for orders placed in advance, delivered between 8:00 AM – 6:00 PM. These orders are fulfilled by our trusted postal service, ensuring a cost-effective and reliable delivery option.

UK-Wide Delivery

For customers across the United Kingdom, we provide Next Day Delivery for orders placed today. This service is absolutely free, ensuring your order arrives quickly and efficiently to your doorstep.

For deliveries outside London, we utilize Royal Mail Tracked. Delivery method selection depends on the recipient's location.

For Royal Mail deliveries, more than 90% of orders are expected to arrive on the designated date; however, a small percentage may experience a delay of up to one day. While we strive to meet the selected delivery date, Royal Mail's operations fall outside our control. As such, MyFlowers cannot guarantee precise delivery timing and reserves the right to reschedule subject to availability. In instances of Royal Mail delays, MyFlowers is unable to issue refunds or resend deliveries without additional charges.

Proof of delivery notifications are not available for Royal Mail orders, as this is not a signed-for service; however, tracking is provided.

When third-party delivery services such as Royal Mail are engaged, MyFlowers cannot guarantee adherence to specific delivery instructions. Timed deliveries are not available.

While we endeavor to ensure timely deliveries, MyFlowers shall not be held liable for delays attributable to external factors beyond our control.

For non-deliveries within three days of the intended delivery date, customers must contact MyFlowers Customer Support at team@myflowers.co.uk. Failure to report non-delivery within seven days from the intended delivery date will render the order ineligible for refund consideration.

Additional Terms & Conditions

MyFlowers operates exclusively within the United Kingdom. We reserve the right to utilize alternative delivery methods at our discretion without prior notice.

Ownership of the bouquet transfers to the customer upon delivery. Once delivered, MyFlowers assumes no liability for loss or deterioration of the bouquet.

MyFlowers shall not be liable for any failure to perform contractual obligations due to events beyond our reasonable control, including but not limited to:

- Acts of God (e.g., fire, flood, earthquake, storm, hurricane, or other natural disasters).
- War, invasion, hostilities (whether war is declared or not), civil war, rebellion, or acts of terrorism.
- Government sanctions, blockades, embargos, or regulatory restrictions.
- Industrial disputes, strikes, lockouts, or workforce disruptions.
- Power outages, telecommunications failures, or disruptions in third-party logistics services.

Cancellation Rights

Orders for perishable goods (including bouquets) may be canceled within 30 minutes of purchase for a full refund. However, due to the perishable nature of flowers, cancellations beyond this period shall not be eligible for a refund, as the customization process may have commenced.

For non-perishable goods, customers retain the statutory right to cancel their order within 14 days, provided the items have not yet been dispatched.

To initiate a cancellation request, customers must notify us in writing via email at team@myflowers.co.uk.

Cancellation by MyFlowers

MyFlowers reserves the right to cancel orders under the following circumstances:

- Insufficient stock to fulfill the order.
- Non-serviceable delivery location outside our designated areas.
- Pricing errors resulting from typographical mistakes or supplier mispricing.

- In such cases, the customer will be notified via email or SMS, and a full refund will be processed within 14 days.

Refund

At MyFlowers, we are committed to delivering high-quality fresh flower bouquets and exceptional service. However, we recognize that unforeseen circumstances may arise. This Refund Policy outlines your statutory rights and our contractual obligations in cases where your order does not meet the expected standards.

1. Your Rights Under UK Consumer Law

Pursuant to the Consumer Rights Act 2015, consumers are entitled to receive goods that:

- Correspond with their description (the bouquet should be consistent with the representation provided on our website or catalog).
- Are of satisfactory quality (flowers should be fresh and in good condition upon delivery).
- Are delivered in accordance with the agreed terms (delivered on time and in the expected condition).

Should your order fail to meet these statutory standards, you may be eligible for:

- A full or partial refund.
- A replacement bouquet.
- Compensation for delivery-related issues.

2. Conditions for Refund Eligibility

- A refund request may be submitted under the following circumstances:
- The bouquet delivered does not correspond with the product description on our website (e.g., incorrect flowers, colors, or arrangement).
- The flowers are not fresh or arrive in a damaged state.
- The delivery is late or the bouquet has suffered deterioration due to mishandling during transit.

3. Refund and Compensation Criteria

Depending on the nature of the complaint, customers may be eligible for:

- A full refund: In cases where the bouquet significantly deviates from the order details or is rendered unsuitable for use (e.g., wilted or damaged beyond reasonable acceptance).
- A partial refund: Where minor deviations exist (e.g., slight differences in arrangement or flower selection).
- Reimbursement of delivery charges: If the issue solely concerns a delivery failure, such as significant delays or mishandling during transit.

4. Process for Requesting a Refund

To initiate a refund claim, the following steps must be undertaken:

- Contact us within 30 days of receiving the order. Our customer service team can be reached via email at team@myflowers.co.uk or by telephone at +44 204 577 0088.
- Submit supporting evidence: Provide photographic documentation of the bouquet, alongside a clear description of the issue.
- Provide order details: Include the order reference number and relevant delivery information.

5. Resolution Timeline

All refund claims will be reviewed, and a response will be provided within five business days.

If the claim is validated, a refund will be processed, or a replacement bouquet will be issued.

Refunds will be credited to the original payment method within an estimated timeframe of 5-10 business days.

6. Exclusions and Limitations

- Seasonal substitutions: As indicated on our website, certain flowers may be substituted with seasonal alternatives of equal or superior value. This does not constitute grounds for a refund.
- Natural variations: As flowers are a natural product, slight variations in color and arrangement may occur. Such differences do not warrant a refund.
- Incorrect delivery address: If the delivery address provided by the customer is incorrect, MyFlowers shall bear no liability, and no refund or replacement shall be issued.
- Dissatisfaction with aesthetics: If the bouquet delivered aligns with the product description and is in satisfactory condition, customer preference alone does not qualify for a refund.

Liability

Unless agreed otherwise, if you do not receive the Bouquet ordered by you on the date on which you ordered it and decide to cancel the order rather than re-arrange delivery, we will provide a full refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do or is due to events which are beyond our reasonable control.

Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, loss revenues or business interruption.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in anyway to limit our liability to you for any death or personal injury

resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Consumer Rights Act 2015) relating to faulty and or/misdescribed goods.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to us by email and all notices from us to you will be displayed on our website from time to time.

Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

Privacy

You acknowledge and agree to be bound by the terms of our Privacy Policy:
<https://myflowers.co.uk/privacy-policy>.

Third party rights

Nothing in this agreement is intended to, nor shall it confer any rights on a third party.

Intellectual Property

Your use of our website and its contents grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the content, including our software and all HTML and other code contained in our website. All such content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this website are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the content only as expressly authorised by us and/or its third-party licensors.

In addition to the Intellectual property rights mentioned above, "content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on our website.

Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to pay any person for any loss or damage which may arise to computer equipment as a result of using this website.

General

We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this website if this happens.

Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

The Contract is between you and us. No other person has any rights to enforce any of its terms.

Our website is made available free of charge.

We do not guarantee that our website, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to

gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.