

TERMS & CONDITIONS OF TREASURED FLOWERS updated 15th August 2011

PAYMENT, REFUNDS, CANCELLATION AND STORAGE POLICY

- **\$150 deposit (non-refundable) is required with each order, bouquet/flowers, without a deposit, work will not proceed.** No refunds given on change of mind or making of wrong decision. Deposits will be deducted from your overall balance.
- **Half payment** is required once frame and mat board selection has been made. The **balance remaining**, is payable on completion of works.
- Completed pictured must be collected/delivered and **paid for within 14 days of notification**, or a **storage fee of \$10 per week** will be added on. All orders not picked up after 30 days will be considered abandoned and will become property of Treasured Flowers.
- The preservation process will commence immediately upon receiving the deposit and bouquet/flowers. No further works will continue until an order form is completed and the terms and conditions read and signed for.
- Once the preservation process commences and a cancellation occurs, any flowers received or any monies paid for will not be refunded.
- I understand that once this order has been placed I am agreeing to these terms & conditions and I am giving Treasured Flowers authority to debit my credit card 3 times (one for the initial deposit and the 2nd for half of balance and 3rd transaction for the final payment). I also declare that I am the card holder of the credit card provided, or I have obtained permission for use of another credit card that is not mine. (if applicable)

PICK UP AND DELIVERY – COURIER REQUIREMENTS

- We offer a complimentary pick up service for our Sydney GPO metro customers. If a pick up occurs outside of the Sydney metro area a nominal fee will be charged. 15/20, 20/20, 20/30 or 28/35cm frames or funeral orders will not be picked up free of charge, a small fee is payable. No frame larger than 40/60cm will be delivered.
- **Effective from January 2011** – Delivery will be charged at flat rate for Sydney metro area, this price will include handling & insurance. For interstate order please call to obtain a price.
- All bouquets collected via courier must be packaged in a box for transporting with adequate packing. If not the courier will refuse to transport your bouquet. The responsibility is on the customer to ensure the flowers are boxed and labelled correctly for the courier. Please refer to your flower care section for how to box your flowers.
- If you have requested your frame to be delivered, an exact time cannot be guaranteed, however if a delivery is unsuccessful the parcel will be returned to us and a 2nd attempt delivery fee will be charged. **Full payment** must be made before delivery of frame.
- If the frame is damaged in transit you will need to contact us **within 7 days** of delivery to make a claim. No further claim can be done after 7 days. Claims (frames) will need to be dropped off and picked up from our showroom by client.

FRAMES, APPOINTMENTS CANCELLED/MISSED and MEMENTOS

- Frame selection must be done **no later than 4 weeks** of delivery of your fresh flowers. The maximum time we will hold your flowers without a frame selection is two (2) months from arrival. If no selection is made within this time frame, we will discard the flowers & your order.
- If you miss your first appointment we will reschedule. There will be a \$25.00 fee to reschedule if you miss your 2nd appointment.
- Please choose your frame and background colours carefully. Any additional work requested after your bouquet is completed will incur additional charges. Once you have picked your selection and have signed the order form no changes are allowed. (if you need to change your order a fee of \$35.00 will be charged)
- Any mementos you wish to include in your frame – must be received no later than 30 days from frame selection.
- Layout of your flowers/bouquet and/or accessories will be at our discretion. You may request a specific design; however Treasured Flowers reserves the right to change this design if original layout requested is not suitable. If layout/design is chosen by customer, Treasured Flowers will not be held responsible for dissatisfaction of final design. A fee will apply to redesign.
- If the frame you have chosen has been discontinued or is temporarily unavailable from our suppliers, we will not proceed until we have contacted you to choose another frame.
- **TURNAROUND TIME** Once the frame & mat board has been selected and your second payment has been made, your frame will be ready within 4 to 12 weeks. We reserve the right to extend this time to accommodate our busy season.
- **DISCLAIMER** Your framed flowers requires some tender loving care and is therefore prone to the environmental conditions in which it is placed. We do what we can to ensure your framed flowers will last as long as possible. Just like fabrics and furnishings, your flowers will gradually fade over time. Whilst this frame is hung you may find that some small particles may fall on the bottom of the frame, this is a natural thing that will occur over time. To do your part, avoid excessive U.V light and humid and damp areas when considering a place to hang your flowers. Please note that the bubble wrap provided by Treasured Flowers is for transporting only. When storing your flowers/bouquet, please remove this and hang on an internal wall.
- Your Flowers, flower arrangement, floral arrangement or bouquet (called “your flowers”) is/are not treated and protected against damage caused by but not limited to: Natural deterioration, artificial deterioration, storage deterioration and negligence deterioration. Therefore, we cannot accept, and exclude entirely, any legal liability no matter what damage is done to your flowers by exposure to natural, artificial, storage and negligence deterioration.
- “Natural deterioration” includes damage by atmospheric condition or disease or contaminant or fungi or any other cause.
- “Artificial deterioration” includes damage by heating or cooling systems, damp or humid conditions, human handling, animals and insects, accidental or deliberate damage.
- “Storage deterioration” includes damage by damp or humid conditions.
- “Negligence deterioration” includes the customer not following the care instructions provided and as a result the flowers have deteriorated.
- “Damage” includes loss of flower due to fire, storm; loss of electricity, flood, mechanical failure or any circumstances beyond our control.
- “Legal liability” includes damages, compensation, legal costs, and your costs of any kind at all or refund of job.
- It is both our commitment and responsibility to ensure you receive a high quality product. You must appreciate that we work with natural products (flowers, wooden frames) and that some slight imperfections may be present e.g. colour variation, shrinkage of flowers, recreation of flower arrangement, and with frames some graining, bowing, nicks or spots may be present.
- Your order serves as your consent to allow Treasured Flowers Pty Ltd, to use your framed flowers for advertising purposes.

COLOUR/REPLACEMENT FLOWERS, BOUQUETS DISASSEMBLED, FLOWER SELECTION

- Once moisture has been drawn from the flowers, some colours may change during the drying process. For example, some whites will antique to ivory, hot pinks can turn dark purple, red can turn burgandy and pinks will darken or can even turn lavender. We cannot guarantee that your flowers will maintain their original colour. Colour-enhancement may be used.
- If the flowers are damaged or can not be preserved, a replacement fee will be charged for the flowers.
- Not all flowers can be preserved due to its nature. Flowers that we do not recommend for preservation include, Phalaenopsis, Bouvardia, asparagus fern, succulents and Anthrium. While we can and **still do preserve these flowers**, the results will not be as natural looking as other flowers
- All flowers/bouquets are photographed and disassembled, so that each flower can be individually pre-treated according to type of flower & colour solutions that shatterproof and open cell structure.
- We select the best flowers after the flowers have been preserved to use in your designs. Flowers not used in the design/recreation of your arrangement become property of Treasured Flowers.

WEDDING FLOWERS PRESERVATION – CUSTOM MADE FRAMES

- Our wedding bouquets preservation involves many intricate steps and requires the advice of our professional floral designers. Because each wedding bouquet is an individual artwork in itself, there is no way to guarantee that the appearance of your final ‘Floral Works of Art’ will perfectly match your wedding bouquet as it did on the event or how you may envision it will look like. Our floral designer will ensure to closely match the dried flowers with the original bouquet, however we are working with different mediums and angle views and some variation may be present.
- **THIRD PARTY ORDERS:** If you are delivering or arranging the pickup of the flowers and you are NOT the owner of the flowers/bouquet and or make selection on behalf of the owner; it is your responsibility to inform the owners of the flowers the terms and conditions of this agreement made.