

# T. Brown Wholesale Florist

## Terms and Conditions

### 1 Products

- 1.1 Please note all products are subject to availability.
- 1.2 In the event of unavailability of any product, T Brown reserves the right to change all or some of the product to provide one of equal or greater value without notice.
- 1.3 In the event, for whatever reason, we are unable to fulfil your order or unable to supply a suitable alternative, we shall notify you as soon as possible and reimburse you in full no later than 30 days after the intended delivery date.

### 2 Prices

- 2.1 All prices quoted are **exclusive** of VAT. VAT is to be added at the standard prevailing rate (currently 17.5%) to the total cost of each order **including** delivery charges.

### 3 Ordering

- 3.1 In order for us to deliver your order on the specified date and to avoid any delays, we require clear and accurate details of the recipient's name, address including postcode and contact telephone number(s) together with your email address and your daytime telephone number/mobile number.
- 3.2 We accept payment by all major credit and debit cards including American Express and Diners Club. Your order will only be processed if full payment details are given.
- 3.3 On receipt of your order, we will automatically send an email, to the email address you supplied us upon registration, confirming your order details.
- 3.4 By clicking the "Proceed" button on the order form you are consenting to be bound by our Terms and Conditions.
- 3.5 Orders received on a Bank Holiday will be processed on the next available working day.
- 3.6 Upon T Brown accepting your order, your credit or debit card will be authorised and debited accordingly.
- 3.7 Shortly after placing your order, you will receive confirmation by email with your unique purchase reference. You will need this for any future correspondence.

- 3.8 If you experience any problems processing your order / credit or debit card, please call our Help Line on 020 8852 2200.

#### **4 Progress of Order**

- 4.1 If you require details of the progress of your order, please call our Help Line on 020 8852 2200.
- 4.2 Investigations into the progress of your order will be implemented and communicated to you as soon as possible.
- 4.3 No delivery confirmation is automatically sent.

#### **5 Delivery**

- 5.1 Whilst we agree to use all reasonable endeavours to ensure that delivery will be made on the requested delivery date, actual delivery will be via a third party special delivery service.
- 5.2 In the rare event of delivery on the requested terms not being possible, we shall endeavour to give you as much prior notice as possible and to make alternative arrangements to ensure delivery is achieved as swiftly as possible.
- 5.3 Delivery to a location or organisation where a third party will receive the delivery, such as to an office, hotel, hospital, etc., the signature of any person authorised to accept delivery on behalf of the organisation shall be deemed proof of delivery.
- 5.4 Customers requesting delivery to remote rural areas will be advised of any additional delivery charges in advance of delivery.
- 5.5 No deliveries are carried out on Saturdays, Sundays or Bank Holidays.

#### **6 Cancellation Policy**

- 6.1 Orders for Same Day delivery may be amended or cancelled up to 24 hours before the intended delivery date.
- 6.2 Orders placed for Next Day delivery and for an International delivery may be amended or cancelled up to 48 hours prior to the intended delivery date.
- 6.3 To amend or cancel your order, please contact T Brown Customer Services. See Section 10.1 for contact details.
- 6.4 If the goods are already despatched, the customer can be asked to return the goods and will be charged for returning them.
- 6.5 Where the customer exercises their right to cancel, we will refund the full amount within 30 days of cancellation.

## **7 Statutory Rights**

- 7.1 T Brown are committed to providing you with the best possible service. If you are not satisfied in anyway with the service you have received, please let us know via our Customer Services Department (see Section 10.1) and your complaint will be fully investigated.
- 7.2 If we agree that your complaint is genuine, a suitable replacement or refund may be given. This does not affect your statutory rights as a consumer.

## **8 Disclaimer**

- 8.1 We shall be released from our obligations under these Terms and Conditions due to events beyond our reasonable control, such as flood, fire, drought, civil commotion, etc.
- 8.2 We shall endeavour to ensure that the T Brown Website and Telesales Department is always fully operational and error-free. However, we cannot accept responsibility or liability in the unlikely event of defects or interruption of our service.
- 8.3 We exclude all liability for any claims, losses, demands and damages including, without limitation, any costs, loss of profits, loss of contracts or business opportunities, loss of data and any other consequential, incidental, special or punitive damages, even if we have been advised of the possibility of such damages arising directly or indirectly out of or in any way connected with your use of or inability to access the T Brown Website and/or the T Brown Service, whether arising in contract, tort (including negligence), under statute or otherwise provided that nothing contained in these Terms and Conditions affects or will affect you or the recipient's statutory rights in relation to the quality, fitness or description of the products supplied by T Brown.

## **9 Privacy Policy**

- 9.1 T Brown maintains confidentiality of all personal information and commits to ensuring as much as possible its security on our systems. No information is disclosed without prior consent from the customer.
- 9.2 We employ the most up-to-date Internet security: we password protect and use encryption techniques and install firewalls as necessary.
- 9.3 T Brown does not store customer's payment details or records.
- 9.4 We comply with the requirement of all current data protection legislation including, without limitation, the Date Protection Act 1998. We only use personal data received from you for the purpose of fulfilling your order.
- 9.5 No system can be 100% guaranteed and we cannot guarantee the security of any information that you transmit to us.

- 9.6 If you would like to speak to us regarding matters of privacy, please contact our Customer Services Department (see Section 10.1).

## 10 Customer Service

- 10.1 Should you be in any way dissatisfied with our service, please address your complaint to:

**By post:**

Customer Service Department  
T Brown Wholesale Florist  
30 Chiltonian Industrial Estate  
Manor Lane  
Lee  
London  
SE12 0TX

**By phone:**

020 8852 2200

Lines are open from 5.00 am to 2.00 pm, Monday to Friday and from 5.00 am to 10.30 am on Saturday

**By email:**

Flowers.tombrown@btinternet.com

- 10.2 Our complaint procedure is also available online by using the **Contact Us** link.
- 10.3 We aim to acknowledge all queries within 3 working days and deal with complaints fully within 5 working days.
- 10.4 Because of the perishable nature of T Brown supplies and in order to assist us in resolving complaints quickly and to our mutual satisfaction, we ask you to make any complaint within 3 working days of delivery. Complaints not received within 7 working days will not be considered.

## 11.0 General

- 11.1 We reserve the right to supplement and amend the Terms and Conditions. It is your responsibility as the customer to review them on each occasion you access the T Brown Service or Website. Changes will be effective 24 hours after the posting of any such changes and all subsequent dealings between you (the customer) and us (the supplier) shall be on the new terms and conditions.
- 11.2 We reserve the right to suspend, restrict or terminate access to the T Brown Website and/or T Brown Services for any reason at any time.
- 11.3 Your purchase will be deemed to have occurred in the UK. These Terms and Conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.