

Terms and Conditions for Floral Tributes

 co-operativefuneralcare.co.uk/terms-and-conditions/floral-tributes/

Parties:

In these terms and conditions

“**Our/We/Us**” means Funeral Services Limited, trading under the name The Co-operative Funeralcare, registered in England and Wales with number IP30808R at registered office 1 Angel Square, Manchester, M60 0AG. VAT registered 403 3146 04, part of Co-operative Group Limited (IP525R) and/or where applicable any private name funeral home which is a subsidiary undertaking of Funeral Services Limited

“**You/Your**” means the individual or company requesting Our services.

Definitions:

“**Force Majeure Event**” means an occurrence beyond the control and without the fault or negligence of the party affected of which the said party is unable to prevent or provide against by the exercise of reasonable diligence including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, liabilities, rebellion, terrorist activity, a local or national emergency (including an emergency service to a hospital), sabotage or riots and floods, fires, explosions or other catastrophes.

“**Products**” means floral tributes (flowers or plants purchased for a funeral) and/or sympathy products (flowers or plants purchased for the bereaved) supplied to You pursuant to any order which You place on Our Website.

“**Website**” means The Co-operative Funeralcare Website (<http://www.co-operativefuneralcare.co.uk/>) or the website of any Private Name Funeral Homes which are owned and operated by Us.

“**Website Terms**” mean the Terms by which You are permitted to access and use the Website, whether or not You place an order.

Terms:

These Terms and the order that You place on the Website comprise all the Terms of the agreement between You and Us and shall apply to the exclusion of any other Terms, conditions, warranties and representations written or orally expressed or implied (save for those which by law cannot be excluded) unless accepted by Us in writing.

We recommend that You print or save to your computer a copy of these Terms should they be required for future reference. These Terms, and any contract between You and Us, are only in the English language.

1. Products

1.1 All floral tribute and sympathy Products depicted on the Website will be fulfilled by Interflora British Unit (company number 297087) (“Interflora”) pursuant to the terms of an agreement between Us and Interflora.

1.2 All Products depicted on the Website (as may be varied from time to time) can be delivered within the United Kingdom, Channel Islands, Republic of Ireland and Isle of Man unless otherwise

stated on the Website. You will have to check each time You place an order. Certain Product ranges are available in selected delivery areas only (as detailed on the Website).

1.3 Certain Products may be delivered in bud to ensure longer life.

1.4 Some Products may be harmful or poisonous (lilies in particular can be extremely toxic to cats). If You require further information before submitting an order please contact Customer Services] using the contact details set out in clause 7 below.

1.5 All Products are subject to availability. In the event of any supply difficulties, We reserve the right to substitute with a Product of equivalent or higher value and quality without notice but without additional cost to You ("Substitute Product").

1.6 In the event that We are unable to supply all or part of Your order (the Product or any Substitute Product) to You at all, We shall notify You as soon as possible and reimburse Your payment to the extent of Your order that We are unable to fulfil no later than 14 days after the intended delivery/collection date.

1.7 We guarantee the freshness of Your flowers for 7 days from the date of delivery/collection.

1.8 The images of the Products on the website 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 reflect the colour of the Products. Your Products may vary slightly from those images.

1.9 The dimensions of Products indicated on the Website are approximate only and actual size may vary. Images indicated on the Website are one size only and the presentation of the Product which you select may vary slightly.

2. Prices

2.1 The prices of the Products will be as stated on the Website and in Your order.

2.2 Prices include VAT for deliveries within the UK, Republic of Ireland and Channel Islands.

2.3 Except where stated Product prices include Interflora delivery fees/charges.

2.4 Prices stated on the Website are applicable only to Products ordered through the Website and may vary for Products ordered through other means (e.g. in person or over the telephone).

3. Orders / Payment

3.1 You will be given clear instructions to navigate the order process and will be required to provide Us with Your complete personal/company details, including accurate postcode, together with those of the intended recipient and all necessary payment details. We will not be liable for any incorrect payment or delivery details provided by You.

3.2 We accept payment by most major credit and debit cards, with the exception of American Express and Diners Card.

3.3 By clicking on the Pay Now' button at the end of the order process, You are consenting to be bound by Our Terms relevant information (e.g. pricing displayed) on the Website.

3.4 Submitting Your order via the 'Pay Now' button does not represent Our acceptance of Your order and Your submitted order will still be subject to Our acceptance of it. We will send You an email confirmation to the email address that You provide at the time of placing Your order to confirm that We are processing Your order. We will not be bound by a contract with You until we have issued this email confirmation to You.

4. Delivery

- 4.1 Delivery charges are included in the price quoted unless specified otherwise.
- 4.2 Selected products are not available for delivery to certain areas - where possible We will advise You of these restrictions before You place Your order.
- 4.3 Every effort will be made to deliver on the date and time specified on the order. The exact delivery date cannot be guaranteed. Delivery is not available on a Sunday or UK public holiday. Next day delivery is available when orders are placed before 14.00 the day before the chosen delivery date, unless the next day is a UK public holiday or a Sunday.
- 4.4 We will process orders received on Sundays or UK public holidays the next working day.
- 4.5 All orders will be delivered during the working day between 7am and 7pm.
- 4.6 Delivery is not available on Sundays or on UK public holidays, and such orders will be delivered on the next working day.
- 4.7 To avoid problems or delays with delivery, please ensure that You have included the full address details, including accurate postcode and contact name of the intended recipient and telephone number, together with Your day time contact telephone number or email address so that We can notify You in the event that any delivery problems are encountered. We will not be liable for any incorrect delivery address that You have provided.
- 4.8 Whilst We agree to use all reasonable endeavours to ensure that delivery will be on the requested delivery date, You acknowledge that actual delivery will be via a local florist or for certain orders via third party courier service. In the event that delivery on the requested terms will not be possible, You will be given prior notice wherever possible and We shall either make alternative arrangements or reimburse Your payment in full in accordance with clause 1.6 above.
- 4.9 In the case of delivery to certain locations where a third party is involved, such as offices, hospitals, funeral directors, airports, hotels, ships and other business locations, the signature of any person authorised to accept delivery on behalf of the organisation shall be accepted as proof of delivery to Your chosen recipient. Please be advised that some products are unsuitable for delivery to funeral directors, hospitals, airports or ships please contact our Customer Services for further information using the contact details set out in clause 7 below.
- 4.10 Please be aware that the carrier will deliver the Products to the address provided in good faith and We cannot accept responsibility if the intended recipient is no longer at that address and the receiver refuses or fails to return the Product(s).
- 4.11 Please note that where the carrier is unable to find someone to accept delivery, or unable to leave the delivery in a secure location, they will leave a card at the address for the recipient to make contact and re-arrange delivery. If the recipient fails to make contact in good time We reserve the right to charge for re-delivery to that or an alternative address.
- 4.12 Before placing Your order, please review delivery cut-off times & prices.
- 4.13 Please note that if You order a number of Products for delivery to the same address, they may be dispatched separately and We cannot guarantee delivery at the same date or time.

5. Force Majeure

In the event of these Terms being rendered impossible to perform by reason of any Force Majeure Event, each party has the option to cancel or suspend the contract or so much of it as is thereby rendered impossible to perform. We will, where practicable, use reasonable endeavours to

accommodate Your preference in these circumstances.

6. Cancellation/Amendments

6.1 If You wish to change or cancel Your order You can do so if the request is made at least 48 hours prior to the requested delivery time. To cancel or amend please call **0800 088 4849** or email: customer.care@letsco-operate.com. If dispatch or delivery has already been made, You will be liable for the full amount (or the amount for part of the order if only part of the order has been dispatched and/or delivered).

6.2 If orders are made less than 48 hours prior to the requested delivery time, where possible, amendments or cancellations will be accommodated. We do not guarantee that this will be possible and You may remain liable for the full amount of the order.

7. Complaints

Funeral Services Limited-Customer Services

7.1 In the event that You are not satisfied with Our service any complaints should be addressed in the first instance to:

By email: customer.care@letsco-operate.com

By telephone: **0800 088 4849**

By fax: **0843 751 4522**

By post: Customer Services, 10511, 12th Floor 1 Angel Square, Manchester, M60 0AG

7.2 Our Customer Services team is available from 8am until 8pm Monday to Friday, and 9am until 1pm on Saturday. Calls to an 0800 freephone number are free from landlines but call charges from mobiles may vary and you may want to check this with your service provider.

7.3 Due to the perishable nature of the Products and in Order to assist Us in resolving any complaints quickly and to Our mutual satisfaction, We advise You to make any complaint within 1 working day of the date of delivery or intended delivery of Your purchase.

8. Liability

8.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this contract.

8.2 We only supply the Products for domestic and private use. You agree not to use the Product for any commercial, business or resale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.3 We do not in any way exclude or limit Our liability for:

(a) death or personal injury caused by Our negligence;

(b) fraud or fraudulent misrepresentation;

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

(d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective products under the Consumer Protection Act 1987.

Subject to clauses 1.6 and 6.2 above, We shall not be liable for any delay or inability to perform our obligations to You if such delay is due to any cause whatsoever beyond Our reasonable control, including any Force Majeure Event.

9. Intellectual Property

9.1 All other rights, including copyright, in this Website are owned or licensed by Funeral Services Limited trading as The Co-operative Funeralcare. Any use of this Website or its contents, including copying or storing it or them in whole or part, other than for Your own personal, non-commercial use is prohibited without the permission of Funeral Services Limited. You may not modify, distribute or repost something on this Website for any purpose.

10. General

10.1 We reserve the right to supplement and amend these Terms from time to time. We will post any changes on the Website and it is Your responsibility as a customer to review the Terms on each occasion that You access the Website and/or You place Your order (as applicable) as these will be binding on You.

10.2 We reserve the right to suspend, restrict or terminate access to the Website or for any reason at any time.

10.3 These Terms shall be deemed to include all other notices, policies, the disclaimers and other terms contained on the Website, provided that in the event of conflict between any such other notices, policies, disclaimers and other terms, these Terms shall prevail. If any of these terms and conditions is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 We collect personal information about You and any other persons for whom You supply details at the time of the product ordering ("Information"). We will also collect Information You supply about the deceased. The following explains how We handle the Information and when We will disclose it to third parties. By placing Your order You consent to Us dealing with Your Information in this way.

10.4.1 To process Your order, We need to pass Information to Our suppliers Interflora. Interflora will pass Information to its select third party suppliers within its network of florists to fulfil Your order.

10.4.2 We will never sell or supply the Information to third parties for marketing purposes. We may use the Information for the purposes of administration, customer service, business management, market research and analysis. We may also monitor and/or record telephone calls for security purposes and to improve customer service levels. We may provide the Information to public authorities, such as the police and Department of Work & Pensions, if required by them or as required by law. In the event of non-payment by You, We may send Your personal Information to third parties in order to recover the debt owing [

10.5 For more information about how we will handle Your Information, please review Our Privacy Policy [<http://www.co-operativefuneralcare.co.uk/privacy-policy/>]. By submitting an order You agree to the terms of Our Privacy Policy.

10.6 A person who is not a party to the Terms between You and Us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms but this does not affect any right or remedy which exists apart from that Act.

10.7 In respect of fraudulent misrepresentation, these Terms (including any documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings, and agreements between You and Us (whether written or oral) and sets forth the entire agreement and understanding between You and Us relating to the subject matter hereof.

10.8 Any contract between You and Us shall be governed by and construed in accordance with

English Law only. In the event of any dispute arising between You and Us the courts of England and Wales will have non-exclusive jurisdiction over any such dispute.