

Terms and Conditions

Latest update: February 2023

IF YOU'RE NOT HAPPY FOR ANY REASON JUST LET US KNOW AND WE'LL SEND A REPLACEMENT BOUQUET OR OFFER A REFUND.

By placing an order on this website, you are agreeing to the following terms and conditions:

1. ORDERS AND CANCELLATIONS

- 1.1. Order Acceptance Policy. In order to place an order we require your name, email address, payment details and the details of the order. You do not need to create an account with us, but we will store the details of your order on our systems in order to process this, and full details of how and where your data is stored can be found in our privacy statement. Once an order has been successfully placed and accepted we'll send you an order confirmation email to the email address entered during the checkout process. If you do not receive this email, please contact the Customer Delight Team at www.bloomandwild.com/help who can check that the order has gone through and ensure you receive the confirmation email. All orders and subscription requests received are subject to acceptance by Bloom and Wild Limited ("Bloom & Wild") and Bloom & Wild, and any of its personnel, reserve the right, at our absolute discretion, to reject any order without giving reasons. In the event of rejection, we will refund or cancel any payments received in full, via the payment method used to place the order.
- 1.2. Timing of your order. As a part of the checkout process you will be able to select the delivery date for your first order delivery, whether that delivery is part of a subscription or a one-off order. You will also be able to select the frequency of recurrence (in the case of a subscription). Some delivery options are not guaranteed but this will be detailed when you select the option and in a confirmation email.
- 1.3. Changes to your order. If you wish to change your order or subscription, please do so via the "My Account" area of the Bloom & Wild website or by contacting the Customer Delight Team at www.bloomandwild.com/help. We'll always do our best to make last-minute changes for you, but we can only guarantee changes (including to the delivery address and in relation to card messages) that are requested by 9am, 3 days before the intended delivery date. At peak

periods (see paragraph 1.4 for the meaning of peak periods) we begin processing orders earlier than usual, to account for the large volume of deliveries. This means that we may need up to 10 days notice for any changes to be made.

- 1.4. Cancellation policy. One-off orders can be cancelled by 9am, 3 days before the intended delivery date and a full refund will be issued. The easiest way to cancel your order is via the "My Account" area of the Bloom & Wild website. You can also cancel by contacting the Customer Delight Team. At peak periods we begin processing orders earlier than usual, to account for the large volume of deliveries. This means that we may need up to 10 days notice for any changes to be made. "Peak periods" are defined as the 15-day period leading up to and including Christmas Day, Valentine's Day, Mother's Day and Easter Sunday. Ongoing or Fixed/Pre-paid Subscriptions can be cancelled within 14 days of the placing of the order and refunded in full (except in relation to any deliveries which have either already been made or related to which the timing of the cancellation and the timing of the next delivery are not within the timeframes related to one-off orders described above).
- 1.5. Pausing or cancelling your subscription. If you wish to change your subscription, please do so via the "My Account" area of the Bloom & Wild website. You can pause or cancel a subscription at any time by providing notice to us by 9am 3 days before any intended delivery within your subscription plan. In such circumstances the pause or cancellation will take effect without charge. In such circumstances, if your card has already been billed (see paragraph 2.2 for billing timings), we will issue a full refund. Where notice is provided after that time, please note you will still receive and be charged for your next delivery (as we will have already started cutting your flowers), but your pause or cancellation instruction will take effect after that delivery. At peak periods we begin processing orders earlier than usual, to account for the large volume of deliveries. This means that we may need up to 5 days notice for any changes to be made. Our subscriptions are intended to be ongoing with multiple deliveries, and whilst you are welcome to pause or cancel at any time, we reserve the right to cancel subscriptions if we consider this is being abused.
- 1.6. Subscription prices. The price for each order within a subscription is the price at the time that a subscription is set up, minus any promotion codes which only apply to the first delivery. We reserve the right, at our absolute discretion, to raise our prices at any time for reasons including, but not limited to, price increases from our suppliers and partners. If we

raise our prices, we will notify our subscribers and provide the option to cancel your subscription free of charge.

2. PAYMENTS

- 2.1. We accept American Express, Visa and MasterCard credit and debit cards as well as Paypal, Apple Pay, and Google Pay. In order to offer the best security, all our payments are processed securely by Stripe or, if selected as a payment option, Paypal.
- 2.2. For all ongoing subscriptions, your credit or debit card will be billed at checkout for your first delivery only. For ongoing deliveries, you will be billed on a recurring basis every week in which a delivery is scheduled. The amount your card will be billed in any given week will be the value of your order(s) for the given week.
- 2.3. For all gift bundles, your credit or debit card will be billed upfront on checkout for the entire cost of the subscription.
- 2.4. If you create an account and enter your payment details, your card or Paypal details will be stored securely by Stripe so that you can check out on future visits without re-entering your card details.
- 2.5. We never store or have access to your credit or debit card details.

3. PRICES

- 3.1. All prices include delivery charges unless otherwise stated. All prices include VAT unless otherwise stated.

4. DELIVERY POLICY

- 4.1. In the UK we deliver by Royal Mail Tracked and via selected courier companies. In the Republic of Ireland we deliver by DPD.
- 4.2. We will determine whether your order will be delivered by Royal Mail or by courier for our free delivery, but you will have the option to upgrade to a premium courier at checkout.
- 4.3. All delivery charges for Royal Mail Tracked delivery are included in the price of any order or subscription.
- 4.4. For Royal Mail deliveries, 90%+ of our deliveries will be on the chosen date and almost all remaining deliveries will take place one day after

that. We wish we could provide more certainty, but at this time Royal Mail does not offer a guaranteed one-day delivery service, so we cannot guarantee the exact delivery date.

- 4.5. In the event of a delay by Royal Mail or a courier, we are unable to offer a refund or to resend your delivery.
- 4.6. We are unable to provide proof of delivery notifications for Royal Mail orders as this is not a signed for service, tracking is available however.
- 4.7. We cannot guarantee that delivery instructions will be followed.
- 4.8. Timed deliveries are not available.
- 4.9. Although our team will always try our best to ensure punctual delivery for our customers, Bloom & Wild cannot be held responsible if a delivery arrives late due to any circumstances impacting the availability of the postal service that we use or anything else outside of Bloom & Wild's control.
- 4.10. In the event of a non-delivery (flowers not having arrived 3 days after their intended delivery date), please contact the Bloom & Wild Customer Delight Team at www.bloomandwild.com/help. We advise that you contact us within 7 days of the scheduled delivery date in order to claim a refund.
- 4.11. Bloom & Wild only delivers within the United Kingdom, Austria, Germany and Ireland. We can deliver to any address within the United Kingdom, but do not deliver to PO boxes and BFPO addresses or to The Channel Islands. In France, we do not deliver to Corsica or to French Overseas Territories.
- 4.12. We reserve the right, at our absolute discretion, to use a different delivery method without prior notification.
- 4.13. If you change address, you must update your address details on the "My Account" section of the website to ensure that no deliveries are sent out to the wrong address. Please ensure this is done by 9am 3 days before your next order is due to arrive. We are unable to provide refunds for any deliveries sent to the wrong location where we have not received advance notice in accordance with this paragraph. Please note that at peak periods we begin processing orders earlier than usual, to account for the large volume of deliveries. This means that we may need up to 10 days notice for any changes to be made.

4.14. We reserve the right, at our absolute discretion, to cancel your subscription if it becomes apparent to us that the postal or courier service in your area is too unreliable. We value our customers and our ability to deliver, so where we can't, we won't risk disappointing you. In such circumstances, if your card has already been billed for a delivery that will no longer be fulfilled (see paragraph 2.2 for billing timings), we will issue a full refund.

5. OUR PROMISE, RETURNS AND REFUNDS

5.1. We aim to delight our customers by delivering fresh flowers, in great condition, on time.

5.2. Freshness. Our flowers are occasionally sent out in bud form meaning they will last longer with the recipient. If you receive flowers that do not seem fresh, please contact the Customer Delight Team at www.bloomandwild.com/help to let us know. If, at our sole discretion, we consider that the flowers do not meet our high freshness standards, we will give you the choice of a free replacement at our next available delivery date, or a refund. Please note that you will need to email us a photo of the un-fresh flowers within 72 hours of receipt in order to be eligible for a refund. If we offer you a refund, we will refund you the full amount within 3 days. Please note that banks might take approximately an additional 5-10 business days to refund the amount on your card.

5.3. Damage. While our flowers are packed carefully to ensure they arrive as fresh and beautiful as when they left us, on a small number of occasions (and for reasons beyond our control) they may get damaged in transit. Should this occur to a level that you deem unacceptable, please contact us so that we can arrange a free replacement at our next available delivery date, or a refund. Please note that you will need to email us a photo of the damaged flowers in question within 72 hours of receipt of the flowers in order to be eligible for a refund. If we offer you a refund, we will refund you the full amount within 3 days. Please note that banks might take approximately an additional 5-10 business days to refund the amount on your card.

5.4. Non Delivery. While we do everything we can to make sure our flowers are delivered, sometimes mistakes do happen and deliveries don't turn up. If we fail to deliver your order (i.e. if your flowers have not arrived within 3 days of their intended delivery date) we will send you a free replacement on our next available delivery date, or a refund. If we offer you a refund, we will refund you the full amount within 3 days. Please

note that banks might take approximately an additional 5-10 business days to refund the amount on your card.

- 5.5. Returns. Please understand that due to the perishable nature of flowers, we are unable to accept returns. We offer customers refunds or replacement flowers if the flowers are not delivered to an acceptable quality, as detailed above.
- 5.6. Flower availability and substitution. All floral products are subject to availability. In the event of any supply difficulties or if the flowers we have received from our growers that are needed to make up your order do not meet our high quality standards, we reserve the right, at our absolute discretion, to substitute any product with an alternate product of a similar style and equivalent (or greater) value and quality.

6. OFFERS AND PROMOTION CODES

- 6.1. At our discretion, from time to time, we may offer products at **discounted** prices. These offers are valid from the time that we introduce them to the end date of the offer and they cannot be used for purchases before the offer introduction date or after the offer end date.
- 6.2. In the event that a customer has made a purchase and the price of the purchased product subsequently falls or is **discounted** owing to a special offer, the price of the product at the time of purchase shall prevail. We are unable to offer special offer **discounts** for purchases that have already been made.
- 6.3. We also reserve the right, at our absolute discretion, to offer different personalised special offers and promotions and it will therefore only be possible for the customer in receipt of the special offer to redeem the promotion code.
- 6.4. Unless explicitly otherwise stated, free or **discounted** introductory offers are only available to new users of the Bloom & Wild service and are only available once to any one household.
- 6.5. Promotion codes cannot be used in conjunction with credits and/or any other offers.
- 6.6. We only allow one promotion code to be used per order.
- 6.7. Except where otherwise stated, promotion codes and credits are available only once to any one person.

- 6.8. Credit expires 12 months from the date that it is added to an account.
- 6.9. We reserve the right, at our absolute discretion, to expire or revoke credit, or to temporarily remove the ability to redeem credit on our site.
- 6.10. We reserve the right to apply credit to customer accounts on our site to reward loyalty.
- 6.11. Except where otherwise stated, promotion codes and credits can be redeemed against letterbox, hand tied and limited edition gift products.
- 6.12. Unless otherwise specified, promotion codes are only valid for single bouquet purchases and are not valid for bundles, gift subscriptions or regular subscriptions.
- 6.13. Except where otherwise stated, voucher promotion codes and credits cannot be redeemed against or applied to orders placed during key peak periods where supply is limited. These include, but are not limited to, 7 delivery days up to and including Valentine's Day and Mother's Day.
- 6.14. promotion codes and voucher codes cannot be redeemed against courier delivery charges, percentage promotion code vouchers are applied only to the bouquet cost unless otherwise stated.
- 6.15. promotion codes and credit can only be redeemed online at bloomandwild.com.

7. CIRCUMSTANCES BEYOND OUR CONTROL

- 7.1. Adverse weather conditions. During adverse weather conditions (including but not limited to heavy snow, ice, flooding or high winds), our delivery partners may not be able to deliver orders on time. This is outside of our control and we cannot accept responsibility for the late delivery of the order. Therefore, in the event of adverse weather conditions, we aren't able to refund or offer re-delivery of affected orders.
- 7.2. Force Majeure. Bloom & Wild shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from any of the following: (i) acts of God, (ii) epidemic or pandemic; (iii) outbreak of hostilities, riot, civil disturbance, acts of terrorism, (iv) the act of any government or authority (including refusal or revocation of any licence or consent), (v) fire, explosion, flood, fog or adverse weather,

(vi) power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles, (vii) default of suppliers, sub-contractors or delivery partners, (viii) theft, malicious damage, strike, lock-out or industrial action of any kind, and (ix) any cause or circumstance whatsoever beyond Bloom & Wild's reasonable control.

8. OUR LIABILITY

- 8.1. Subject to paragraphs 5.2, 5.3 and 5.4, whilst we agree to use all reasonable endeavours to ensure that the Bloom & Wild service is fully operational and error-free we cannot guarantee this and, therefore, accept no responsibility for any interruption of the Bloom & Wild service and shall be released from our obligations under these Terms and Conditions in the event of any cause beyond our reasonable control which delays the provision or renders the provision of the Bloom & Wild service impossible or impractical.
- 8.2. We accept liability for: (a) death or personal injury arising from our negligence; (b) fraud or fraudulent misrepresentation; and (c) any breach of your statutory rights in relation to the quality, fitness or description of the products supplied.
- 8.3. Subject to the liability that we do accept under paragraph 8.2, our liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with your order with us shall in no circumstances exceed the price paid to us for the order in question (defined as an individual delivery within a particular week, not an entire subscription).
- 8.4. Subject to paragraph 8.2 above, we exclude all liability for any claims, losses, demands and damages, including without limitation, any costs, loss of profits, loss of contracts or business opportunity, 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 or inability to access the Bloom & Wild service, whether arising in contract, tort (including negligence), under statute or otherwise.

9. CUSTOMER AND RECIPIENT PERSONAL INFORMATION

- 9.1. To ensure that we can communicate effectively with both customers and recipients, it is very important that you provide accurate personal information. Bloom and Wild is not liable for any damage resulting from

incorrect information or unlawful disclosure of (personal) data or information provided by you.

- 9.2. You may not provide us with (personal) data or information from or about others without their prior consent. You also bear full responsibility for making others' (personal) data or information available to us.
- 9.3. Please remember that we value your privacy and will never lease, rent or sell your private information. For more information, please see our privacy statement.
- 9.4. During the checkout process, we ask for the following personal information:
- 9.5. Customer's email address. We use this information to provide a better customer experience by sending order confirmations, substitution information, dispatch confirmations and delivery confirmations. If you give permission for us to do so during the ordering process, we will also use the customer's email for marketing communications from time to time. Please ensure that email addresses are accurate.
- 9.6. Customer's full name and address. If you give permission for us to do so during the ordering process, we will use the customer's address for marketing communications from time to time.
- 9.7. Customer's telephone number. We use this information to contact customers in the event of problems with the order such as payment failures or delivery issues.
- 9.8. Recipient's full name and address We require this information in order to deliver the flowers you have ordered. It is vital that the recipient's address is accurate.

10. INTELLECTUAL PROPERTY

- 10.1. All intellectual property rights in any trade marks, logos, content (including our website's structure and layout), graphics, images, photographs, animation, videos, text, software, and any other materials used on this site are our intellectual property or that of our suppliers, partners or other users. For the purposes of your personal use only, you may view such material on your screen and print a single copy. You may not otherwise use, sublicense, retrieve, display, modify, copy, print, sell, distribute, download, hire, reverse engineer (unless permitted by

applicable law) or create extracts of, or derivative works from, such material without our specific prior written consent.

- 10.2. You must not collect, scrape, harvest, frame or deep-link to any information on our website without our specific prior written consent.
- 10.3. You licence (i.e. permit) us to use your user generated content both on our own website and for marketing purposes on other channels including different websites, social media and emails. User generated content includes but is not limited to your comments, photos, recipe ratings and reviews.
- 10.4. If you choose to add a personalised gift card to your order and you are uploading an image you must ensure that you have obtained all relevant permissions to use the image from any person that owns any rights (such as copyright) in the image and the image is otherwise appropriate to upload. By uploading or including any content or material (including but not limited to photographs, graphics, text and other material) (Your IP) in a personalised gift card, you grant us a non-exclusive, royalty-free, irrevocable licence (including the right to grant sub-licences through multiple tiers) to use, reproduce, adapt, distribute and communicate to the public that content or material solely for the purpose of performing our obligations under these Terms and Conditions and exercising any rights you may grant to us. Please note that we may modify content or material in order to conform it to Bloom & Wild or the requirements of the product you have ordered (such as by cropping images). The rights and ownership to Your IP will remain yours, or the person who gave you permission to use Your IP. If you use third party copyright in any personalised gift card, it is your responsibility to ensure that you seek permission from the copyright owner. We will not accept any liability whatsoever if any of Your IP infringes on third party copyright. You agree to indemnify, defend and hold us harmless against any third party claim of infringement for use of such third party's intellectual property on the personalised gift card. You will be held responsible for any fees and third party damages we may have to pay to a third party because of such infringement and you will be liable to reimburse these payments to us in full.

11. PRIVACY

- 11.1. We process your Personal Data to prepare, execute and complete an Agreement, as well as for other purposes, such as direct marketing. Bloom & Wild has an online privacy statement in which information is

provided about the processing of Personal Data and your rights in that respect, see also the Privacy Statement as included on the Website.

12. GENERAL

- 12.1. We reserve the right to supplement and amend the Terms and Conditions on which you are permitted access to the Bloom & Wild site and/or the Bloom & Wild service from time to time. We will post any changes on the Bloom & Wild site and it is your responsibility as a customer to review the Terms and Conditions on each occasion you access the Bloom & Wild service or Bloom & Wild site. Changes will be effective five (5) hours after the posting of any such change and all subsequent dealings between you and us shall be on the new Terms and Conditions.
- 12.2. We do not guarantee that our website, mobile applications or services will be uninterrupted or error-free and we will not be responsible for any losses arising from such errors or interruptions. Additionally, we reserve the right to suspend, restrict or terminate access to the Bloom & Wild website, mobile applications and/or the Bloom & Wild services for any reason at any time for repair, maintenance, improvement or other technical reason, and to make changes to them.
- 12.3. These Terms and Conditions shall be deemed to include all other notices, policies, disclaimers and other terms contained in the Bloom & Wild site, provided that in the event of a conflict between any such other notices, policies, disclaimers and other terms, these Terms and Conditions 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
- 12.4. A person who is not a party to the agreement between you and us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the Terms and Conditions but this does not affect any right or remedy which exists apart from that Act.
- 12.5. In respect of fraudulent misrepresentation, this agreement (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.

12.6. Your purchase will be deemed to have occurred in the UK if the delivery was to an address in the UK, to the Republic of Ireland if the delivery was to an address in the Republic of Ireland, to Austria if the delivery was to an address in Austria, and to Germany if the delivery was to an address in Germany. In the event of a delivery to an address 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. In the event of a delivery to the Republic of Ireland, these Terms and Conditions shall be governed by and construed in accordance with law of the Republic of Ireland and the parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Ireland. In the event of a delivery to Austria, these Terms and Conditions shall be governed by and construed in accordance with law of Austria and the parties agree to submit to the exclusive jurisdiction of the courts of Austria. In the event of a delivery to Germany, these Terms and Conditions shall be governed by and construed in accordance with law of Germany and the parties agree to submit to the exclusive jurisdiction of the courts of Germany.

13. REGISTERED OFFICE AND TRADING ADDRESS

13.1. Bloom and Wild Limited, W.301 Vox Studios, 1-45 Durham Street, London, SE11 5JH

14. CARERS TRUST DONATION

14.1. When you send Our Florists Pick we have agreed to donate a share of profits, which we estimate will typically be £1.00 per bouquet, to Carers Trust, a registered charity (number 1145181) up to a maximum annual donation of £300,000.