

Terms and Conditions

General Disclaimer

When you view www.flowerartificial.co.uk, your visit and any disputes arising from it are subject to this disclaimer, our terms and conditions and our privacy policy.

We have taken all reasonable steps to ensure that www.flowersartificial.co.uk and all the information provided is accurate.

We are not responsible for the content of any websites directly or indirectly linked to or linked from any pages www.flowersartificial.co.uk. If you consider any linked pages to be inappropriate, illegal or offensive please let us know by contacting www.flowersartificial.co.uk.

Terms and Conditions

1. General

1.1 www.flowersartificial.co.uk are owned and operated by AS Flowers s.r.o. whose administration office is:-

Zvolenska cesta 59/25, 962 63 Pliesovce, Slovakia

Company ID: 53083440, TAX ID: 2121259250, VAT ID: SK2121259250

1.2 These terms and conditions govern your use of the www.flowersartificial.co.uk website, and your relationship with AS Flowers s.r.o. the website operator.

1.3 The purpose of this website is to retail Artificial Flowers and accessories to customers (“Products”).

1.4 www.flowersartificial.co.uk and the products are intended for and directed solely at those who access www.flowersartificial.co.uk from the United Kingdom.

If you are accessing www.flowersartificial.co.uk from a location outside of the UK, you are responsible for complying with the laws which apply in that jurisdiction.

1.5 These Terms and Conditions take precedence over and exclude any terms and conditions which you may introduce.

1.6 We reserve the right to update or modify these terms and conditions. Any changes to these terms and conditions will be posted on this Site. The change of terms and conditions shall not affect the existing terms and conditions accepted by you upon making a purchase using the site.

2. Definitions

2.1 Throughout the terms and conditions, when we refer to “we”, “us”, “our” etc, we are referring to AS Flowers s.r.o.. When we refer to “you” we are referring to you the customer.

2.2 In these terms and conditions:-

“Contract” shall mean a contract concluded between AS Flowers s.r.o.and you in terms of clause 5.8 of these terms and conditions

“Delivery” shall mean delivery of the order in accordance with clause 8 of these terms and conditions

“Products” shall mean the goods and products available from www.flowersartificial.co.uk which are supplied to you;

“Order” shall mean your order for products received by email, telephone, fax or letter to us directly or made on www.flowersartificial.co.uk.

3. Registration

3.1 When you register with www.flowersartificial.co.uk you must ensure that the details provided by you on registration or at any time are correct and accurate. You must provide the correct address for any credit card or debit card you use to make any payments to www.flowersartificial.co.uk

3.2 The provision of fictitious or incorrect address details may be reported to law enforcement or other relevant authorities for the purposes of combating internet-based credit card fraud in accordance with our privacy policy.

3.3 When you register to use www.flowersartificial.co.uk we ask that you create a username and password. You must take all reasonable steps to keep this password secure, and must not let anyone else use it. You are responsible for all activities and orders that are submitted using your password. If you have reason to suspect that anyone else has your password, please let us know immediately so that we can cancel it and issue a new one.

3.4 We may suspend or cancel your registration immediately at our discretion or if you breach any of your obligations under these terms and conditions. You can cancel this agreement at any time by emailing info@flowersartificial.co.uk.

3.5 The suspension or cancellation of your registration and your right to use www.flowersartificial.co.uk shall not affect your or our rights or obligations.

4. Products and Prices

4.1 Our prices are stated in pounds sterling only.

4.2 We have taken all reasonable steps to ensure that the products are described as fairly and accurately as possible. We also endeavour to ensure that price and availability information is published as accurately as possible and is kept up to date. In the unlikely event that www.flowersartificial.co.uk contains any inaccurate, incomplete or out of date information we shall endeavour to rectify this as soon as is practicable.

4.3 We reserve the right to make changes to www.flowersartificial.co.uk and to details of products without notice and with no liability on our part. All products are subject to availability.

4.4 Please note that the images we use in this site are representations only, and should not be taken to be an accurate depiction of any particular product.

5. Placing your Order

5.1 When you click the “checkout button”, you will be taken through our order process. On the final screen we will show your name, billing address, delivery address, e-mail address, details of your order and the total price payable by you. You may amend your order or correct any of the information which you have provided to us by returning to your shopping cart. If you are satisfied that your personal and order details are correct, click on confirm. This will take you to the payment section of the site which securely processes your order.

5.2 When you click on “submit”, your order will be sent to us. A message will appear on screen acknowledging this. Payment will be taken as soon as your credit or debit card details have been authorised if using this payment option. We will also send you an e-mail as soon as reasonably practicable after your order has been sent acknowledging that your order has been received. This acknowledgment does not amount to an acceptance of your order.

6. Price Correction

6.1 We will try to ensure that all prices on www.flowersartificial.co.uk are accurate. If any pricing errors come to our attention, by whatever means, we will take reasonable steps to inform you and we will give you the option to reconfirm the order at the corrected price or cancel it. If we cannot contact you, the order will be treated as cancelled. If the order is cancelled, for whatever reason, a full refund will be made.

7. Payment

7.1 Payment can be made using most major credit & debit cards. We take all reasonable precautions to keep your order and payment details secure, but, in the absence of negligence on our part, we cannot be held responsible for any losses incurred by you as a result of unauthorised access to the information which you have provided to us.

7.2 You confirm that the credit or debit card with which you make payment is held validly in your name. We cannot be held liable for any delays or non-delivery which may occur if credit or debit card provider does not authorise payment. You should also ensure that any information supplied by you is correct before proceeding to payment. We do not accept responsibility or offer refunds if you provide incorrect information.

8. Delivery

8.1 Delivery charges are specified in the delivery section of www.flowersartificial.co.uk

8.2 The cost of packing and delivery is shown prior to confirming your order.

8.3 Any delivery date is an estimate only and time of delivery is not essential to the contract between the parties. Reasonable allowance should be made for orders made over the weekend and at public holidays.

8.4 Please allow up to 5 days for delivery in exceptional circumstances.

9. Cancellation and Return

9.1 You have the right to cancel your order for any reason, at any time, up to 14 working days after the day following the delivery of the product by contacting us.

9.2 Your right to cancel is on the basis that we will be able to re-sell the products to another customer as new when you return them to us; so please do not use or open any sealed packaging. If a product is not suitable for re-sale, then you shall lose your right to return.

9.3 If you have any questions about a product or need help on deciding whether or not to keep them, please contact customer services for more information.

9.4 If the product has already been delivered or posted to you, you must return the product to us and we will credit your credit or debit card within 48 hours, beginning with the day on which notice of cancellation was given, provided that the product has been returned to us.

9.5 You should return a product to:-

AS Flowers s.r.o.

Zvolenska cesta 59/25

Pliesovce

Slovakia

962 63

9.6 You should enclose a copy of the original invoice. When returning a product, we recommend that you use recorded delivery or obtain a proof of posting.

9.7 Please use the original packaging to return a product. Where this is not suitable, please use packaging of an equivalent quality. Failure to do so may result in damage to the product which you will be liable for.

9.8 You must notify us of any shortage, damage or defect in the product within 7 days of delivery or you will have been deemed to accept the Product. If the product is found to be faulty or defective, then we will offer you either a replacement or a full refund where appropriate.

10. Warranties and Liabilities

10.1 We shall use reasonable endeavours to ensure the products are of satisfactory quality, comply with the descriptions given and are fit for the purpose for which the products are reasonably intended.

10.2 Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

11. Contact Details

11.1 We aim to deal with any complaints in a fair and confidential manner. Any complaints or communications should be directed to:-

AS Flowers s.r.o.

Zvolenska cesta 59/25

Pliesovce

962 63

Slovakia

12. Intellectual Property Rights

12.1 The content of theartificialflowershop.co.uk are protected by national and international laws and treaties. You may not reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on www.flowersartificial.co.uk without written permission from us.

12.2 No license is granted to you in these terms and conditions to use any trademark or service marks of www.flowersartificial.co.uk or its licensors.

13. Legal

13.1 If any provision of these terms and conditions are held to be invalid or unenforceable, the other provisions and the remainder of the provision in question shall remain as valid.

13.2 This contract shall be governed by English law and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.

13.3 Failure to enforce any right or obligation under these terms and conditions shall not extinguish our right to enforce the same in the future.

13.4 These terms and conditions contain headings and other aspects of formatting for ease of use only. No heading or aspect of formatting should be taken to form part of these terms and conditions.

14. How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

14.1 List of cookies we collect

The table below lists the cookies we collect and what information they store.

COOKIE name	COOKIE Description
CART	The association with your shopping cart.
CATEGORY_INFO	Stores the category info on the page, that allows to display pages more quickly.
COMPARE	The items that you have in the Compare Products list.
CURRENCY	Your preferred currency
CUSTOMER	An encrypted version of your customer id with the store.
CUSTOMER_AUTH	An indicator if you are currently logged into the store.
CUSTOMER_INFO	An encrypted version of the customer group you belong to.
CUSTOMER_SEGMENT_IDS	Stores the Customer Segment ID
EXTERNAL_NO_CACHE	A flag, which indicates whether caching is disabled or not.
FRONTEND	Your session ID on the server.
GUEST-VIEW	Allows guests to edit their orders.
LAST_CATEGORY	The last category you visited.
LAST_PRODUCT	The most recent product you have viewed.
NEWMESSAGE	Indicates whether a new message has been received.
NO_CACHE	Indicates whether it is allowed to use cache.
PERSISTENT_SHOPPING_CART	A link to information about your cart and viewing history if you have asked the site.
POLL	The ID of any polls you have recently voted in.
POLLN	Information on what polls you have voted on.
RECENTLYCOMPARED	The items that you have recently compared.
STF	Information on products you have emailed to friends.

COOKIE name	COOKIE Description
STORE	The store view or language you have selected.
USER_ALLOWED_SAVE_COOKIE	Indicates whether a customer allowed to use cookies.
VIEWED_PRODUCT_IDS	The products that you have recently viewed.
WISHLIST	An encrypted list of products added to your Wishlist.
WISHLIST_CNT	The number of items in your Wishlist.