

Lincolnshire Co-operative Limited: Florists Terms & Conditions: Online Subscription for Goods Only

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you pursuant to our florist subscription service.

1.2 Why you should read them. Please read these terms carefully before you submit your order for our subscription service to us. These terms tell you who we are, how we will provide the products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are. We are Lincolnshire Co-operative Limited a Co-operative and Community Benefit Society, registration number 141R and our registered office is at Stanley Bett House, 15-23 Tentercroft Street, Lincoln LN5 7DB.

2.2 How to contact us. You can contact us by telephoning us at 01522 686500 (9.00am to 4.00pm Monday to Saturday other than Public Holidays in England) or by writing to us at florists@lincolnshire.coop or Lincolnshire Co-op Florists, Birchwood Centre, Birchwood Avenue, Lincoln LN6 0PY.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order for our subscription service will take place when we send you an email confirmation of your order following your first payment being made, at which point a contract will come into existence between you and us.

3.2 Your subscription number. We will assign a subscription number to you and tell you what it is when we accept your order. It will help us if you can tell us the subscription number whenever you contact us about your order.

4. Our products

- 4.1 Products may vary from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary from those images. The colour of flower and plant products may vary from those images due to the natural colour of the product.
- 4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.
- 4.3 Some products may be harmful.** Some products may be harmful or poisonous (for example, lilies can be extremely toxic to cats). If you require further information before submitting your order for our subscription service or at any time during your subscription, please contact us. We are not responsible for any consequences which result from the products being harmful or poisonous, subject to the clause 14 in relation to our liability.

5. Your rights to make changes

- 5.1** If you wish to make a change any product you have ordered please contact us at least 48 hours before that product's delivery or collection date. We will let you know if the change is possible. If it is possible we will let you know whether any additional charges will be applicable (over and above the subscription fees set out on your order), the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 9 - Your rights to end the contract).

6. Our rights to make changes

- 6.1** We may change the products that we provide to you for the following reasons:
- 6.1.1 to reflect changes in relevant laws and regulatory requirements (for example any changes that may be required by our suppliers to comply with legislation applicable to the supply and import of products);
 - 6.1.2 to implement minor technical adjustments and improvements to the products we supply. These changes will not affect your use of the product; and
 - 6.1.3 all products are subject to availability, in the event of any supply difficulties (including fluctuation in the cost of supply), we have the right to substitute with a product of equivalent value and/or quality or a product of similar appearance (including a product with a different colour shade) without notice.

7 Providing the products

- 7.1 Delivery.** Most of our products are available for everywhere in the UK, however we only deliver locally within a 15 (fifteen) mile radius of our premises at Lincolnshire Co-op Florists, Birchwood Centre, Birchwood Avenue, Lincoln LN6 0PY (delivery cost is not included in the cost of the product). If the delivery location is outside the 15 (fifteen) mile radius we may use an alternative provider to supply and deliver your product. This will be made clear to you prior to delivery of your product.
- 7.2 Changes to delivery address.** You may change your delivery address during the term of your subscription by letting us know using the contact details shown at clause 2.2. You must let us know at least 7 (seven) days prior to the delivery date of your next product.
- 7.3 Delivery costs.** If applicable, the costs of delivery will be as set out to you prior to your placing your order for this subscription. Some products may be delivered via courier, in which case we will make you aware of this and the additional delivery cost prior to delivery of the product in question.
- 7.4 Selected products are not available for delivery to certain areas.** We will promptly inform you if we become aware that a product cannot be delivered to a delivery address.
- 7.5 International delivery.** In respect of a delivery location that is outside the UK, delivery shall be made as soon as is reasonably practicable through a third-party provider, and you acknowledge that delivery on the requested delivery date cannot be guaranteed. In the event that you place an order to an area where delivery is unavailable, we will contact you as soon as possible to advise. Please call us on 01522 686500 or email us at florists@lincolnshire.coop to discuss your needs.
- 7.6 When we will provide the products.** Whilst we agree to use reasonable endeavours to ensure that each delivery will be delivered on the dates requested when you placed your order for your subscription, you acknowledge that actual delivery may be on a different date (for example, where a delivery date falls on a Sunday or a bank holiday, we will deliver that product either the day before or the day after the requested delivery date). In times of very high demand, or because of events outside our control as set out in clause 7.7, we may need to adjust the estimated delivery dates and standard delivery timescales.
- 7.7 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control (such as extreme weather, supply shortages or lack of availability of the courier service) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of

substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.8 Collection by you. If you have asked to collect the products, the products can be collected from our premises at Lincolnshire Co-op Florists, Birchwood Centre, Birchwood Avenue, Lincoln LN6 0PY. Once we have informed you that the products are ready for collection, you can collect them from us at any time during our working hours of 9.00am to 4.00pm Monday to Saturday other than Public Holidays in England. We may require proof of identity in order for you to collect the products.

7.9 If no one is at the delivery address when the product is delivered. If no one is available at the delivery address to take delivery, we will:-

7.9.1 try to find a neighbour to accept delivery;

7.9.2 leave the delivery in a secure location;

7.9.3 leave a card at the delivery address for the recipient to make contact and re-arrange delivery or to collect products; or

7.9.4 if you have specified in writing to us for a delivery to be made on an unattended basis, leave the products at the location specified.

We are not responsible for theft or damage of products which are left in accordance with the above.

7.10 If the recipient requests the products to be redelivered. If the recipient wishes to arrange an alternative delivery date, this will be subject to an additional charge which we will invoice you for.

7.11 If you do not collect the products or re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to the delivery address, you do not re-arrange delivery or collect them from us within 5 (five) days we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.

7.12 When will we cease to be responsible for the product. A product will be your responsibility or the responsibility of the recipient when we deliver the product to the address you gave us in accordance with the delivery instructions or you collect it from us.

7.13 When you own the product. You (or the recipient) owns a product once we have received the relevant subscription fee in respect of that product and the product has been delivered.

7.14 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, colour preferences, card messages or delivery instructions. If so, we will request this information from you. If you do not give us this information within a reasonable time of such request, or if you give us incomplete or incorrect information, we may or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need either in a reasonable format or within a reasonable time of us asking for it.

7.15 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

7.15.1 deal with technical problems; or

7.15.2 update the product to reflect changes in relevant laws and regulatory requirements; or

7.15.3 make changes to the product as requested by you (see clause 5).

7.16 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4), we may suspend your subscription and will not supply any further product to you until you have paid us all outstanding amounts. We will contact you to tell you we are suspending supply of the products.

8 Duration of this contract. This contract shall commence on the date that we accept your order in accordance with clause 3.1 and continue until the earlier of the termination date specified in the order pages when you placed your order for this subscription or its termination in accordance with the provisions of clauses 9, 10 or 11.

9 Your rights to end the contract

9.1 You can always end your contract with us. Your rights when you end the contract will depend on whether there is anything wrong a product, how we are performing and when you decide to end the contract:

9.1.1 If a product is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), please see clause 11 for further details;

9.1.2 If you want to end the contract because of something we have done or have told you we are going to do, please see clause 9.2;

9.1.3 If you are a consumer and have just changed your mind about the subscription, please see clause 9.3. You may be able to get a refund if you are within the 14 (fourteen) day cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;

9.1.4 In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind, please see clause 9.5.

9.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any payments made in respect of products which have not been provided and you may also be entitled to compensation. The reasons are:

9.2.1 we have told you about an upcoming change to a product or these terms which you do not agree to (see clause 6.1);

9.2.2 we have told you about an upcoming change to the subscription fees (see clause 13.2);

9.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control; or

9.2.4 you have a legal right to end the contract because of something we have done wrong.

9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most subscriptions entered into online you have a legal right to change your mind within 14 (fourteen) days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms (see clause 12.2).

9.4 Our guarantee. All of our flowers are delivered with written care advice. Provided that you have complied with the care advice supplied, we guarantee the freshness of your flowers for 5 (five) days from the scheduled date of delivery or collection. This guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 12.2):

9.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault you can still end the contract at any time on giving us 30 days' notice in writing. You may have to pay us compensation. If you want to end the contract just contact us to let us know. The contract will not end until 30 days after the day on which you contact us by writing to us at florists@lincolnshire.coop or Lincolnshire Co-op Florists, Birchwood Centre, Birchwood Avenue, Lincoln LN6 0PY. We will refund any sums paid by you for products not provided but we may deduct from that refund (or,

charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract (such as costs we have already incurred).

10 How to end the contract with us (including if you have changed your mind)

10.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

10.1.1 Email. Email us at florists@lincolnshire.coop. Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.1.2 By post. Write to us at Lincolnshire Co-op Florists, Birchwood Centre, Birchwood Avenue, Lincoln LN6 0PY. Please provide your name, home address, details of the order and, where available, your phone number and address.

10.2 Returning products after ending the contract. If you end the contract under your right to change your mind (see clause 9.3) after products have been dispatched to you or you have received them, you must return them to us within 14 (fourteen) days of telling us you wish to end the contract.

10.3 When we will pay the costs of return. We will pay the costs of return:

10.3.1 if the products are faulty or misdescribed; or

10.3.2 if you are ending the contract because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

10.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

10.5 How we will refund you. We will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below at clause 10.6.

10.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop.

10.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

10.7.1 Your refund will be made within 14 (fourteen) days from the day on which we receive your request to change your mind. For information about how to return a product to us, see clause 10.2.

10.7.2 In all other cases, your refund will be made within 14 (fourteen) days of your telling us you have changed your mind.

11 Our rights to end the contract

11.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

11.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 (seven) days of us reminding you that payment is due;

11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, relevant information about the delivery location to enable us to deliver products; or

11.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

11.2 You must compensate us if you break the contract. If we end or suspend your subscription in the situations set out in clause 11.1 we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.3 We may withdraw the product. We may write to you to let you know that we are going to terminate your subscription. We will let you know at least 14 (fourteen) days in advance of our stopping the subscription and will refund any sums you have paid in advance for products which will not be provided.

12 If there is a problem with a product

12.1 How to tell us about problems. If you have any questions or complaints about a product, please contact us, because of the perishable nature of most products, we advise you to make any complaint within 1 (one) day of the date of delivery. You can telephone us at 01522 686500 or email us at florists@lincolnshire.coop. Alternatively, please speak to one of our staff in-store located at Lincolnshire Co-op Florists, Birchwood Centre, Birchwood Avenue, Lincoln LN6 0PY.

- 12.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to each product supplied under your subscription. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example flowers, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following, (please see clause 9.4 for details of the lifespan of your product):

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 9.3.

- 12.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or allow us to collect them from you. Please call us on 01522 686500 or email us at florists@lincolnshire.coop to arrange collection.

13 Price and payment

- 13.1 Subscription Fees.** The subscription fees will be indicated to you on the order pages when you place your order for your subscription. If applicable, the subscription fees will include the delivery charges, and this will be indicated on the order pages. We use our best efforts to ensure that the price of the subscription advised to you is correct.

- 13.2 Changes to the Subscription Fees.** We may increase the subscription fees payable under these terms and conditions. If we do so we will give you at least 45 (forty five) days' prior notice.

- 13.3 We will pass on changes in the rate of VAT.** If the rate of VAT changes at any time during your subscription, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.4 When you must pay and how you must pay. You must pay your subscription fees for the duration of this contract on the subscription payment date (as set out on the order pages when you place your order for the subscription).

13.5 We can charge interest if you pay late. If you do not make any payment to us by its due date we may charge interest to you on the overdue amount at the rate of 4% (four per cent) a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14 Our responsibility for loss or damage suffered by you

14.1 We use all reasonable endeavours to ensure that the website is fully operational and error-free, we cannot guarantee this and therefore accept no responsibility for any defects and/or interruption of the website.

14.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (b) for fraud or fraudulent misrepresentation; and (c) for breach of your legal rights in relation to the products as summarised at clause 12.2.

14.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15 How we may use your personal information

15.1 How we may use your personal information. We will comply with all current data protection legislation. We will only use your personal information as set out in our privacy policy.

16 Intellectual Property Rights

16.1 All intellectual property rights in or arising out of or in connection with the website or the products shall be owned by us, and you shall not acquire any right or interest in any intellectual property rights in connection with this contract.

17 Other important terms

17.1 We may amend these terms and conditions from time to time. We may amend and/or supplement these terms and conditions from time to time. We will post any changes on the website. Continuous use of the subscription for the goods after changes to these terms and conditions have been posted is acceptance of the amended terms and conditions.

17.2 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.3 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee at clause 9.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services.

17.4 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 17.3 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

17.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.7 Which laws apply to this contract and where you may bring legal proceedings.
These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.