

TERMS AND CONDITIONS

If you are not happy for any reason please get in touch with jo@pickalily.co.uk to discuss replacements, refunds and any other issues.

By placing an order on this website or otherwise with Pick-a-Lily, you are agreeing to the following terms and conditions.

1 ORDERS AND CANCELLATIONS

1.1 Order Acceptance Policy

(a) 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 policy (available at the bottom of this page).

(b) 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 shop@pickalily.co.uk who can check that the order has gone through and ensure you receive the email.

(c) All orders and subscription requests received are subject to acceptance by Pick-a-Lily, 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

Pick-a-Lily currently delivers during a Tuesday – Sunday via the method chosen at checkout. Shop collection and Local can be arranged Monday – Saturday. More about delivery can be found on the delivery page. Please allow 1 working day for your order to be created before delivery. If you have a request, please contact shop@pickalily.co.uk or call 01234 781441.

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Florist

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1.3 Changing your order

If you wish to change your order, please get in touch by emailing shop@pickalily.co.uk. We'll always do our best to accommodate requests, but we ask to receive all requests by 9am, 1 working days before the day of the delivery period. Requests after 9am, 1 working day before the first day of the next delivery period cannot be guaranteed.

1.4 Subscription policy

Subscription orders (in relation to any remaining deliveries) can be cancelled by 9am, 1 working day before the day of delivery and a new date for delivery can be agreed. The easiest way to cancel or amends your order is by emailing shop@pickalily.co.uk.

1.5 Amending your subscription

Subscriptions are purchase on a 3, 6 or 12 month basis. If you wish to amend your subscription, please do so by emailing shop@pickalily.co.uk.

You can pause a subscription at any time, for a period of one month, by providing notice to us by 9am, 1 working day before the first day of the next delivery period. In such circumstances the pause will take effect without charge. Where notice is provided after that time, full charge will be incurred. 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 without refund if we consider this is being abused.

2 PAYMENTS

2.1 We accept Visa (credit and debit cards), Mastercard (credit and debit cards), and American Express, as well as Apple Pay from customers checking out on a supported device. In order to offer the best security, all our payments are processed securely by Stripe.

2.2 For all subscriptions your credit or debit card will be billed at checkout for the full chosen subscription amount.



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2.3 For all one-off orders and gift vouchers your credit or debit card will be billed at checkout for the full amount.

2.4 We never store or have access to your credit or debit card details.

3 PRICES

All prices include VAT unless otherwise stated. Delivery charges are applied to some products, as stated in the product description.

4 DELIVERY POLICY

4.1 All orders are delivered by a Pick-a-Lily employee or a private contractor.

4.2 Pick-a-Lily only delivers within a defined delivery area in the United Kingdom.

4.4 We are unable to provide proof of delivery notifications.

4.5 We cannot guarantee that delivery instructions will be followed.

4.6 Timed deliveries are not available.

4.7 Although our team will always try our best to ensure punctual delivery for our customers, Pick-a-Lily cannot be held responsible if a delivery arrives late due to any circumstances outside of our control.

4.8 In the event of a non-delivery (flowers not having arrived 3 days after their intended delivery date), please contact shop@pickalily.co.uk. We advise that you contact us within 7 days of the scheduled delivery date in order to claim a refund or arrange a free replacement on our next available delivery date.

4.9 We reserve the right, at our absolute discretion, to use a different delivery method or alter our delivery area without prior notification.

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4.10 If you change address, you must notify us immediately to ensure that no deliveries are sent to the wrong address. Please ensure this is done by 9am, 2 working days before the delivery period. 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.

4.11 We reserve the right, at our absolute discretion, to cancel your subscription if it becomes apparent to us that we can no longer reliably deliver to your area. In these circumstances, a refund for the remaining deliveries on your subscription will be made.

5 OUR PROMISE, RETURNS AND REFUNDS

5.1 Our promise

We aim to deliver flowers, gifts, and other products in great condition and on time. However, we cannot be held responsible if you receive any flowers that aren't to your taste or that are unsuitable for you or your pets.

5.2 Freshness

If you receive flowers that do not seem fresh, please email shop@pickalily.co.uk to let us know. If we agree that the flowers do not meet our 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 flowers within 24 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 7 days. Please note that banks might take an additional 3-5 days to refund the amount to your card.

5.3 Damage

We have work with our own drivers or chosen delivery services to minimise damage to our flowers and products during transit. While we take care during packaging and delivery, our flowers and products may get damaged in transit (for reasons beyond our control). If this happens 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 damage within 24 hours of receipt of the order to be eligible for a refund. If we offer you a refund, we will refund you the full amount within 7 days. Please note that banks might take an additional 3-5 days to refund the amount to your card.

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5.4 Flower availability and substitution

All our bouquets are carefully curated. The flowers we advertise online in images are similar to those we intend to use in your chosen bouquet style. All floral products are subject to availability, should there be a supply difficulty we reserve the right, at our absolute discretion, to substitute any product with an alternate product of a similar style.

5.5 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 7 days. Please note that banks might take an additional 3-5 days to refund the amount on your card.

5.6 Returns

Please understand that we are unable to accept returns. We offer customers refunds or replacement if the flowers or products are not delivered to an acceptable quality, as detailed above.

6 OFFERS AND PROMOTION CODES

6.1 At our discretion, from time to time, we may offer products at discounted prices or on such other terms as we may decide. 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.

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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 discount.

6.4 Unless explicitly otherwise stated, free or discounted offers can only be used once in respect of each delivery address.

6.5 Discounts and credits cannot be used in conjunction with any other offers.

6.6 We only allow one promotion code to be used per order.

6.7 Credit expires 12 months from the date that it is added to an account.

6.8 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.

6.9 Except where otherwise stated, discounts and credits can be redeemed against subscription flowers or one-off deliveries. They cannot be redeemed against Gift Vouchers.

6.10 Discounts and credit can only be redeemed online at www.petalsandamazons.co.uk.

7 OUR LIABILITY

7.1 Notwithstanding clause 5, whilst we agree to use reasonable endeavours to ensure that the Pick-A-Lily service is fully operational and error-free we cannot guarantee this and, therefore, accept no responsibility for any interruption of the Pick-a-Lily service and shall be released from our obligations under these Terms and Conditions in the event of any cause beyond our reasonable control which renders the provision of the Pick-a-Lily service impossible or impractical, including as set out in clause 8.

7.2 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, to the fullest extent permitted by law, in no circumstances exceed the price paid to us for the order in question (In terms of subscription this is defined as an individual delivery within a particular month, not an entire subscription).

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7.3 Notwithstanding clause 7.2, 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 Pick-a-Lily 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 your or the recipient's statutory rights in relation to the quality, fitness or description of the products supplied.

8 CIRCUMSTANCES BEYOND OUR CONTROL

8.1 Adverse weather conditions

During adverse weather conditions (including but not limited to heavy snow, ice, flooding or high winds), we or a delivery partner 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.

8.2 Force Majeure

Pick-a-Lily 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) outbreak of hostilities, riot, civil disturbance, acts of terrorism, (iii) the act of any government or authority (including refusal or revocation of any licence or consent), (iv) fire, explosion, flood, fog or adverse weather, (v) power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles, (vi) default of suppliers, sub-contractors or delivery partners, (vii) theft, malicious damage, strike, lock-out or industrial action of any kind, (viii) pandemic, and (ix) any cause or circumstance whatsoever beyond our reasonable control.

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.

9.2 Please remember that we value your privacy and will never lease, rent or sell your private information. For more information, please see our privacy policy.

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9.3 During the checkout process, we ask for the following personal information:

(a) 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. We may also use the customer's email for marketing communications from time to time. Please ensure that email addresses are accurate.

(b) Customer's full name and address

We may use the customer's address for marketing communications from time to time.

(c) 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.

(d) 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 trade marks, logos, content (including our website's structure and layout), graphics, images, photographs, animation, videos, text and software 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.

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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 license (i.e. permit) us to use your user generated content both on our own website and also, 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, ratings and reviews.

11 GENERAL

11.1 We reserve the right to supplement and amend the Terms and Conditions on which you are permitted access to the Pick-a-Lily site and/or the Pick-a-Lily service from time to time. We will post any changes on the Pick-a-Lily site and it is your responsibility as a customer to review the Terms and Conditions on each occasion you access the Pick-a-Lily service or Pick-a-Lily 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.

11.2 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 Pick-a-Lily website and/or the Pick-a-Lily services for any reason at any time for repair, maintenance, improvement or other technical reason, and to make changes to them.

11.3 These Terms and Conditions shall be deemed to include all other notices, policies, disclaimers and other terms contained in the Pick-a-Lily 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.

11.4 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.

11.5 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.

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11.6 Your purchase will be deemed to have occurred in the UK and 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.

12 THANK YOU

12.1 Thank you for your order and for supporting Pick-a-Lily.

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