

# Floral Design and Decoration Contract

General Terms and Conditions of Sale



## BETWEEN THE UNDERSIGNED:

**Brandon Corinne**, acting in her capacity as manager on behalf of and for the account of the company **"Petite Fleur"**, a sole proprietorship, whose registered office is located at 78 rue de la Rinquais – 44119 – Treillières – Tel.: +33 (0)6 84 04 09 50 – Email: corinne@petite-fleur.fr / petitefleurnantes@gmail.com – registered with the Nantes Trade and Companies Register (RCS) under SIRET number 423 644 913 00026 – APE code 4789Z, Hereinafter referred to as **"the Company"**,

On the one hand,

### And

Ms / Mr .....

and

Ms / Mr .....

Residing at: .....

Hereinafter referred to as **"the Client"**,

On the other hand,

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## BACKGROUND

The Company **"Petite Fleur"** specializes in floral design and event decoration. For this purpose, it undertakes the creation, preparation, and organization of the visual concept of the event on behalf of and for the account of the Client, in accordance with the services entrusted to it, as per quotation n°.....

Access to and use of Petite Fleur's services and products are governed by these General Terms and Conditions, which are available in French and English.

The following has been agreed and decided:

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## ARTICLE 1 – MANDATE

The Client delegates to the Company, which accepts, the implementation of the floral decoration for the event corresponding to the criteria defined in the quotation signed by the Client, namely:

- The date of the event
  - The venue of the event
  - The various floral arrangements
  - Installation date
  - Dismantling date
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## **ARTICLE 2 – DURATION**

The mandate is granted for the organization of the event decoration from the date hereof until the date of the event referred to in Article 1.

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## **ARTICLE 3 – CONDITIONS OF APPLICATION**

These General Terms and Conditions apply to all services provided and offered by Petite Fleur. They are sent to the Client at the same time as the quotation and are available for consultation on the website [www.petite-fleur.fr](http://www.petite-fleur.fr).

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## **ARTICLE 4 – OBLIGATIONS OF PETITE FLEUR**

The Company undertakes to comply with the criteria established by the Client and set out in a precise Specifications Document (referred to as the **“Floral Presentation”**), accepted by both parties and provided after the quotation has been signed.

The Company undertakes not to disclose any information provided by the Client that is deemed confidential.

The Company undertakes to send the Specifications Document (the “Floral Presentation”) to the Client no later than two months before the date of the event specified in Article 1.

The Company undertakes to provide the Client with a selection of the plants to be used for the event no later than two months before the date of the event specified in Article 1.

The selected plants remain subject to availability. Where applicable, unavailable plants will be replaced as best as possible by the Company, in keeping with the style and colors of the event, without any obligation to consult the Client.

The Company undertakes to make every effort to fully satisfy the Client, keeping them regularly informed of the progress of its work.

Visual inspirations in the form of photos, videos, and/or digital images will be respected but not copied, as each décor is unique and produced using different means.

The Company reserves the right to accept several assignments on the date of the event (specified in Article 1) and undertakes that this will in no way interfere with the event.

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## **ARTICLE 5 – OBLIGATIONS OF THE CLIENT**

The Client undertakes to respond as promptly as possible to all requests from the Company.

Upon receipt of the Specifications Document (the “Floral Presentation”), the Client undertakes not to raise subjective arguments to justify a redo of this document or refusal of payment for services to which they have committed.

However, on an exceptional basis and at the Company's discretion, adjustments may be made to the Specifications Document at the Client's request.

The Client acknowledges having been informed of the following fact: the decorative elements made available and used by the Company have no fire reaction classification. In the event of fire, the Company declines all liability.

The flowers are the property of the Client. During dismantling, a container may be made available to the Client by the Company for storage.

The Client undertakes not to conceal from the Company or its contractors any information that could delay, hinder, disrupt, or compromise the project or its execution. The Client shall ensure access to all information required by the Company.

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## **ARTICLE 6 – DECORATION RENTAL**

The rental of vases, containers, structures, and other equipment is included in the quotation (unless otherwise stated).

The Client undertakes to use the rented equipment with due care, in accordance with its intended use, and to return it in the condition in which it was received.

Cleaning of the rented equipment is carried out by Petite Fleur. The Client shall be solely responsible for any accidents or incidents resulting from the use of the equipment.

A security deposit cheque of €250 will be required from the Client at the same time as the reservation deposit (30%) upon signing the quotation.

This cheque serves as a guarantee to the Company in the event that rented equipment is not returned, missing, lost, damaged, deteriorated, or broken.

The deposit will be returned in full once the equipment has been returned to Petite Fleur and inspected by the Company.

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## **ARTICLE 7 – INTELLECTUAL PROPERTY OF ILLUSTRATIONS AND PHOTOGRAPHS**

Petite Fleur is the owner of the website [www.petite-fleur.fr](http://www.petite-fleur.fr).

This website, its layout, texts, images, and videos presented on the website and connected social networks are protected under intellectual property law and related rights.

Any reproduction, downloading, copying, or representation, even partial, is prohibited.

The Company retains ownership of all sketches, visuals, and illustrations produced as part of its event decoration services.

These visuals may be used by the Company for commercial purposes, including publication on the Company's website, social media, or other marketing materials.

Photographs of floral arrangements and decorations taken by the Company before, during, and after the event are the property of the Company.

Furthermore, the Client authorizes the Company to freely and free of charge use photos and videos of the event decoration on all private or public media for a period of ten years.

The Company undertakes to seek the Client's consent before publishing or using any photograph in which the Client or their guests appear.

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## **ARTICLE 8 – CONFIDENTIALITY CLAUSE**

The Client undertakes not to disclose the decoration proposal, including the quotation and Floral Presentation, to competing floral decorators or service providers.

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## **ARTICLE 9 – PRICE**

Any quotation issued is valid for one month. Prices are net, based on current rates, and expressed in euros.

Reservation of Petite Fleur's services or products becomes effective only after the quotation has been approved, signed with the mention "Read and approved," and the reservation deposit of 30% of the total quotation amount has been paid.

If the quotation is modified (increase or decrease) after signature and acceptance, the balance will be adjusted according to the new quotation amount.

The Company shall receive, as remuneration for its services, the total amount stated in the quotation.

Deposit and balance invoices are issued in the Client's name and are non-transferable.

The quotation may be modified up to two weeks before the event, under the following conditions:

- Addition of floral or decorative elements, subject to agreement between both parties.
- Modification of quantities of items based on the number of guests (e.g., flower bracelets, bridesmaid bouquets, flower crowns, boutonnieres, table centerpieces).

*Price revision:* if the service takes place more than 12 months after the quotation is signed, prices will be recalculated according to fluctuations in plant prices in effect on the date of the service.

In accordance with Article 293 B of the French Tax Code, VAT is not applicable.

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## **ARTICLE 10 – PAYMENT TERMS**

A deposit of 30% is payable upon signature of this contract by bank transfer, cash, or cheque.

The balance must be paid no later than 10 days before the service date.

Payment may be made:

- by cheque
- by bank transfer
- in cash

The Client may choose to split the remaining balance into two payments on specified dates, provided the 30% deposit has been paid. The Client must inform the Company of each payment made.

After this deadline, the Client will be liable for late payment penalties calculated at the statutory interest rate.

No discount will be granted for early payment of the balance.

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## **ARTICLE 11 – LATE PAYMENT PENALTIES**

In the event of total or partial non-payment on the agreed due date, the Client shall pay Petite Fleur late payment penalties at the statutory interest rate in force on the delivery date of the goods (15%).

These penalties are calculated on the outstanding amount and accrue from the due date without the need for prior notice.

In addition, any unpaid sum, including the deposit, will automatically give rise to a fixed compensation of €40 for recovery costs.

If, within 15 days following implementation of the “late payment” clause, the Client has not settled the amounts due, the sale shall be automatically terminated and may give rise to damages.

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## **ARTICLE 12 – LIMITATIONS OF INTERVENTION**

The Company reserves the right to refuse and/or cease performance of any agreed service if:

- Working conditions are deemed to endanger the safety of the Company or others;
- The Client's request is illegal or does not comply with applicable law.

This list is not exhaustive. In the event of refusal or cessation of service, no damages may be claimed by the Client; only sums already paid shall remain due.

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## **ARTICLE 13 – CANCELLATION TERMS**

In the event of cancellation of the event, the Company must be notified by the Client without delay and in writing (email or letter).

In the event of cancellation by the Client, the Company shall retain the deposit and any other amounts paid after acceptance and signature of the quotation, non-negotiably.

- Cancellation up to 6 months before: 30% of the remaining balance due.
- Cancellation up to 2 months before: 50% of the remaining balance due.
- Cancellation up to the event date: 100% of the remaining balance due.

In the event of cancellation due to force majeure (unforeseeable, unavoidable events beyond the control of both parties, such as death, natural disaster, exceptional weather event, pandemic), the Company shall retain the deposit and all amounts paid, non-negotiably.

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## **ARTICLE 14 – POSTPONEMENT TERMS**

In the event of postponement of the event, the Company must be notified by the Client without delay and in writing (email or letter).

Postponement within the originally planned year shall not affect the present agreement, and both parties shall remain bound by their commitments.



If the postponed date coincides with another event already scheduled by the Company and the Company is unable to handle both events on the same date, the Client undertakes to find another available date for the Company to perform the floral decoration.

Given that the products consist of or are made from fresh and perishable raw materials whose nature, quantity, and price depend on the season, if the event is postponed by mutual agreement or due to force majeure to a later date, Petite Fleur shall issue a new quotation reflecting the raw materials available, their quantities, and costs at that time. This new quotation shall be subject to the same acceptance rules as set out herein.

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## **ARTICLE 15 – DISPUTES**

In the event of a dispute, jurisdiction is expressly assigned to the Commercial Court of Nantes (44000).

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## **ARTICLE 16 – INSURANCE**

The Client is responsible for any direct or indirect damage caused by themselves or participants during the event. The Company declines all liability for damage of any kind (theft, deterioration, etc.) affecting any property (personal belongings, equipment, etc.) brought by the Client or participants, regardless of where such property is stored.

The Company shall be released from all obligations in the event of force majeure or unforeseen circumstances (strike, fire, water damage, etc.).

The Client declares and guarantees that they have full legal capacity to enter into this contract and hold valid public liability insurance. Accordingly, the Client undertakes to waive, and to cause their insurers and/or guests to waive, any recourse against the Company in the event of any of the aforementioned occurrences.

The Company declares that it holds public liability insurance with MAAF Assurances Niort under policy number 103027733 S 002.

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## **ARTICLE 17 – RIGHT OF WITHDRAWAL**

Petite Fleur – [petitefleur Nantes@gmail.com](mailto:petitefleur Nantes@gmail.com)/corinne@petite-fleur.fr - Tél. +33(0)684040950

Siret RCS Nantes 423 644 913 00026 – APE 4789Z

From the date of signature of this contract, the Client has a period of 14 days to exercise their right of withdrawal.

There is no right of withdrawal for service contracts whose performance has begun before the end of the withdrawal period. Once performance has begun, the Client may no longer exercise their right of withdrawal.

In the event of withdrawal prior to commencement of performance, the Client must notify the Company by registered letter with acknowledgment of receipt. In such case, no amount may be claimed from the Client.