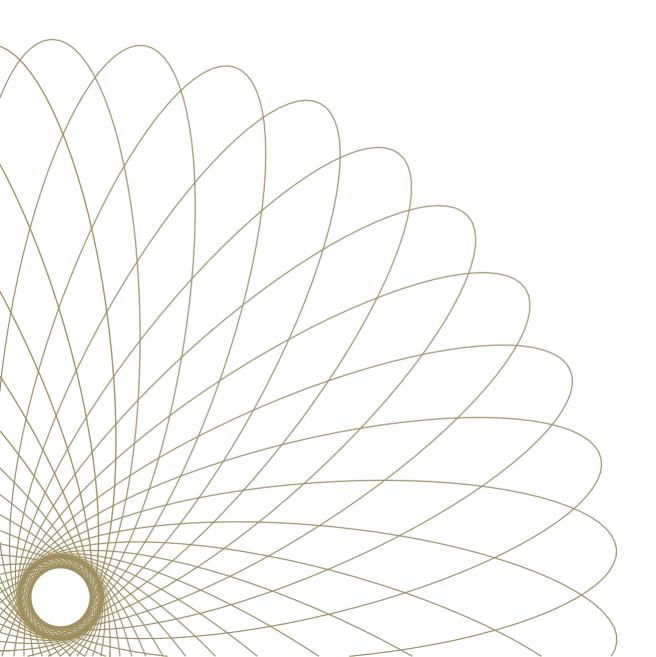


# Brand Usage Handbook





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# 1.0 Brand Usage Overview

# 1.1 Introduction

Welcome to the Interflora Brand Usage Handbook. Please refer to this handbook in the first instance for all brand related queries and assistance. Please note the differing brand usage requirements for Gold and Silver brand package holders. All requirements in this Brand Usage Handbook are issued pursuant to the Bye-laws of Interflora.

# **1.2** Terminology

Interflora assets (referred to legally as our intellectual property), are defined as 'the brand' (i.e. the wordmark Interflora, the logo, the Mercury man), the Interflora network, through which orders are transmitted to members and the Interflora product ranges, product images and other photography.

The Interflora Trade Marks are the wordmark "Interflora", the Mercury Man emblem and the strapline "The Flower Experts".

The "Interflora Brand" means the word mark "INTERFLORA", the Mercury emblem (i.e. the Mercury figure described in the Trade Mark Regulations), "The Flower Experts" strapline and any other Trade Marks which Interflora licenses to members pursuant to the Bye-laws.

The Interflora brand, product imagery and other assets are collectively and legally defined as Interflora's intellectual property.

An approved 'Supplier' is an individual or business enterprise that receives orders to supply and deliver to the nominated recipient. A 'Supplier' is an 'Executing Member' as defined in the Bye-laws.

An approved 'Sender' is an individual or business enterprise that takes orders to supply and deliver. A 'Sender' is a 'Sending Member' as defined in the Bye-laws.

'Bye-laws' means the Bye-laws of Interflora as per Version 16, published December 2011.

'Trade Mark Regulations' means the regulations issued by or on behalf of the Interflora directors from time to time regulating members' use of the intellectual property rights licensed to them pursuant to the Bye-laws.

'Interflora' means the Interflora British Unit (registered with company number 297087).

"Working day" means Monday to Friday inclusive, excluding Bank and other public holidays in England

#### 1.3 Trade Mark Regulations

Notwithstanding any provision of this Brand Usage Handbook, in accordance with the Bye-laws use of the Interflora Brand must at all times comply with the Trade Mark Regulations. The Trade Mark Regulations take precedence if there is any inconsistency between this Brand Usage Handbook and the Trade Mark Regulations.



The principles of the Trade Mark Regulations relating to local and national use and at all times acting with honesty and integrity are as follows:

# Principle 1 – Local Use (Gold brand package holders only)

Gold members may use the Trade Marks, brand identity and Interflora brand assets in all advertising within their local delivery area. It must be very clear in any advertising that the advertisement belongs to the member and is not an advertisement for Interflora. Members may use the Trade Marks and brand identity within all aspects of their retail environment e.g. shop-front, in-store, websites, on promotional material and on delivery vehicles etc.

# Principle 2 - National Use

The general rule is that members may not use the Trade Mark and/or any Interflora assets in any way outside their local delivery area. There are some exceptions to this, for which prior approval must be obtained from Interflora and for which a different Brand Licence will be issued and a separate fee levied. Interflora is responsible for all forms of advertising at a national level e.g. internet, direct marketing, affiliates etc.

#### Principle 3

Members entitled to follow Principle 1 must not use the Trade Marks and/or Brand Identity to create a false impression that they are based in a locale in which they do not have a physical presence or otherwise deceive consumers as to their geographical location. Additionally members must clearly distinguish their own product ranges from Interflora product ranges and local delivery from national delivery, which is made via the Interflora network.

A full copy of the Trade Mark Regulations is available on ROSEGold:

ROSEGold>My Interflora>Membership Documents>Trademark Regulations

# **1.4** Breach of the Brand Usage Handbook

As the Brand Usage Handbook is issued pursuant to the Bye-laws, breach of any provision of the Brand Usage Handbook (other than anything which is simply guidance and expressly identified as a 'recommendation' (or in conflict with the Trade Mark Regulations) will be a breach of the Bye-laws for which Interflora may exercise any of its relevant rights and/or remedies under the Bye-laws.

# 1.5 Changes to the Brand Usage Handbook

In accordance with the Bye-laws, the terms of the Brand Usage Handbook may be varied from time to time by the directors of Interflora. We will notify you of any changes to the Brand Usage Handbook from time to time.

The Bye-laws take precedence if there is any inconsistency between this Brand Usage Handbook and the Bye-laws.

# 1.6 Founder Members' rights unaffected

Nothing in the Brand Usage Handbook shall affect any of the Founder Members' rights pursuant to the Byelaws.



# 1.7 Questions

If you have any questions about this Brand Usage Handbook, please do not hesitate to contact the team identified in the relevant section of this Brand Usage Handbook, or if no other team is specified, the Operations Support Team.

# **Contact Details:**

**Operations Support Team** 

UK: 0333 003 0983 - Select Option 2 followed by your regional team number ROI: 01 686 9396 - Select Option 2 followed by your regional team number

Email: operations.support@interflora.co.uk



# 2.0 Member Package Types

# 2.1 Choice of Gold and Silver Membership Packages

Both Gold and Silver package purchasers receive Relay membership as standard. This refers to participation as members in the sending or receiving of orders through the Interflora relay network. For the avoidance of doubt, it does not refer to the membership type of 'Relay Member' that is referred to in clause 3.5 of the Membership Byelaws and in the Byelaw definitions.

As a member of Interflora you are required to sign up to either a Gold or Silver membership package.

# 2.2 Compliance

Compliance with your chosen membership package level includes:

- removing any branding from your shops that is not compliant with current brand guidelines
- ensuring that if you supply Interflora products you are doing so according to your selected membership package
- ensuring that all other requirements contained in this handbook are met according to your selected membership package

If you have any questions about the package types, please do not hesitate to contact the Operations Support Team:

**Operations Support Team** 

UK: 0333 003 0983 - Select Option 2 followed by your regional team number ROI: 01 686 9396 - Select Option 2 followed by your regional team number

Email: operations.support@interflora.co.uk



# 3.0 Central Make-up / Inter-branch forwarding

# 3.1 Introduction

If you have multiple shops, you may want each shop to have a different level of membership package. This is permitted. However, members who are suppliers should note the following:

# 3.2 Central Make-Up

Suppliers with multiple shops can direct orders to a central make-up point. In such instances only the shops with a Gold membership package may be included in any marketing material on or with the product.

# 3.3 Inter-branch forwarding

Suppliers may forward orders to another one of their branches for make-up and delivery. In such instances only the shops with a Gold membership package may be included in any marketing material on or with the product. For example, Gold shop forwards order to Silver shop for make-up, the Silver shop may include the Gold shop's marketing material on or with the product but NOT that of the Silver shop.

In the event that you have any queries regarding central make-up or inter-branch forwarding, please contact the Operations Support Team.

# Contact Details:

**Operations Support Team** 

UK: 0333 003 0983 - Select Option 2 followed by your regional team number ROI: 01 686 9396 - Select Option 2 followed by your regional team number

Email: operations.support@interflora.co.uk



# 4.0 Use of Interflora brand in advertising your business

Permission by Membership Package level

# 4.1 Silver Package Member

As a Silver member you are not entitled to use or allude to the Interflora brand in your advertising. This includes but is not limited to:

- Broadcast media (radio, TV etc, including paid for positions or press release content intended for broadcast)
- Local or national press (whether advert or press release)
- Outdoor posters, billboards etc
- External signage (e.g. pavement signs, wall mounted return signs, vehicles etc)
- Directory advertising (Yellow Pages, Google, Thomson Local etc)
- Emails (unless you join the Interflora email marketing service)
- Leaflets, brochures, direct mail (unless supplied by Interflora for your distribution)
- Digital media, for example:
  - o Your web site
  - Social networking such as Facebook or Twitter
  - Online display/banner advertising
  - Online directories/listings

#### 4.2 Gold Package Member

As a Gold member you may use the Interflora brand and products in your advertising including but not limited to:

- Broadcast media (radio, TV etc, including paid for positions or press release content intended for broadcast)
- Local press (whether advert or press release)
- Outdoor posters, billboards etc
- External signage (e.g. pavement signs, wall mounted return signs, vehicles etc)
- Directory advertising (Yellow Pages, Google, Thomson Local etc)
- Emails
- Leaflets, brochures, direct mail
- Digital media, for example:
  - o Your website
  - Social networking such as Facebook or Twitter
  - o Online display/banner advertising
  - Online directories/listings

The Interflora brand may take up to a maximum of 30% of the advert and your shop branding materials and contact details must be included and prominent. The intention is that use of the Interflora brand is as an endorsement to your own brand, and should not in any way lead the consumer to think that the advertising is for Interflora itself.

Any such use will be subject to the Trade Mark Regulations. Your particular attention is drawn to the provisions in the Trade Mark Regulations regarding 'out of area' advertising (section 12) and Internet usage (section 13).



# 4.3 Process

You are required to seek approval of artwork from the Marketing team within Florist Services who will endeavour to confirm within 5 working days whether or not it is approved. You must seek approval prior to every print run.

If you have any questions about using the Interflora brand in your advertising material, please contact the Marketing team within Florist Services.

**Contact Details:** 

Marketing Team



# 5.0 Use of Interflora generated images

# **5.1** Interflora Copyright images

Gold members and Silver members with an eflora website are entitled to use Interflora product images. The Company permits these members to use the product images in their own advertising, providing the images are used in conjunction with the Trademarks.

Images branded Interflora and/or bearing the Mercury man device and © symbol are copyright of Interflora British Unit and should be acknowledged as such using the wording ©Copyright used with permission of Interflora British Unit.

Interflora copyright images must not be cropped, modified or altered in any way, other than to resize or compress for use in digital media, or to co-brand the image with a gold member's shop name or branding.

All orders generated by the use of any Interflora copyright images must be processed and cleared through Interflora's integrated order system ROSEGold.

Members may only use Interflora copyright images that have been provided by Interflora. Use of these images is subject to separate Terms & Conditions, which are clearly displayed at the point of receipt. These Terms & Conditions must be read carefully and agreed to before downloading any images.

Members may use Interflora images in search engine Product Listing Adverts (PLAs) to promote their own business, not to gain any search engine optimization (SEO) benefit linked directly or indirectly to Interflora.

#### 5.2 Interflora images on eflora websites

Access to and use of Interflora images comes free of charge with an eflora website. Both Gold and Silver members are allowed to purchase a eflora website. To find out more and to purchase an eflora website, please visit www.efloraservices.co.uk

# 5.3 Gold Members – website (not eflora) and printed material use

Gold members may download and use Interflora product images on websites other than eflora and on printed material, subject to the image use terms and conditions. Images branded Interflora and/or bearing the Mercury man device and/or © symbol are copyright of Interflora British Unit and should be acknowledged once only as such, using the wording ©Copyright used with permission of Interflora British Unit. Gold members have the option to co-brand the images with their own shop name or branding, but the Marketing team within Florist Services must approve any design prior to its use.

If using any imagery which is not Interflora copyright imagery, such imagery must be clearly identified and ownership clearly marked.

#### 5.4 Silver Members – website (not eflora) and printed material use

Silver Members are not entitled to purchase or use any Interflora product images.

#### 5.5 Process

Download and use of images is subject to terms and conditions displayed at the point of ordering. If you are found to be in breach of the terms and conditions for downloading and/or use of these images, this will constitute a breach of your Brand Membership Package, the Trade Mark Regulations and the Bye-laws.

Contact Details:

Marketing Team



#### 6.0 Use of Interflora brand on websites

# 6.1 Gold Package Members

As a Gold member you are permitted to use the Interflora brand on your website. The brand should represent the most up to date look and feel of the brand and be for display purposes only. As a minimum, the Interflora brand should appear on the home page of your website.

Your Gold brand licence fee permits you to feature and promote Interflora assets on a single web site, using a single domain name.

Interflora copyright must be acknowledged at the foot of your home page, using the wording "©Copyright used with permission of Interflora British Unit".

Please pay attention to the Trademark Regulations and this Brand Usage Handbook in terms of the use and presentation of the Interflora brand in advertising your website and search engine optimisation.

# 6.2 Silver Package Members

As a Silver member you are not entitled to use the Interflora brand on your website unless you have a effora website.

If you are found to be using any Interflora assets on any website other than a eflora website this will constitute a breach of your membership package obligations, the Trademark Regulations and the Bye-laws.

If you wish to purchase a eflora website, please visit www.efloraservices.co.uk

If you have any questions relating to the use of the brand on your website, please contact the Marketing Team within Florist Services.

Contact Details:

Digital Services Team
Email: digital.services@interflora.co.uk
www.efloraservices.co.uk

Marketing Team



# 7.0 Interflora Brand on and with products: permission by membership package type

# 7.1 Specification

All Interflora products must be produced to the exact specification set out by Interflora.

# 7.2 Silver Package Members & Silver Suppliers

# 7.2.1 Interflora Coded Products or Open Orders

As a Silver member you do not have permission to place the details/branding/promotional materials of any other company (including your own) with the delivered Interflora product.

This includes but is not limited to the use of co-branded message cards, co-branded black and gold cards, inclusion of business cards, co-branded gift bags, wrap etc.

If you wish to add details/branding/promotional materials of any other company (including your own) to your Interflora delivered products, then you must upgrade to a Gold Membership Package.

# 7.2.2 Local Products for in-shop display or delivery

As a Silver member you are restricted from using the Interflora Brand on any of your own local products, whether on display in your shop or delivered product. This includes local orders received through your Eflora Website (i.e. placed on your website for delivery into your delivery areas).

# 7.3 Gold Senders/Gold Suppliers

#### 7.3.1 Interflora Coded Products or Interflora Open Orders

As a Gold member you have permission to place the details/branding/promotional materials of your shop with the delivered Interflora product.

This includes but is not limited to the use of co-branded message cards, co-branded black and gold cards, inclusion of business cards, co- branded gift bags, wrap etc.

#### 7.3.2 Local Products for in-shop display or delivery

As a Gold member you have permission to use the Interflora Brand on your own local products, whether on display in your shop, delivered product or on local orders received through your Eflora Website.

N.B. Complaints received about local products which use the Interflora Brand will count against your Quality Assurance score.

#### 7.4 Process

Artwork for all co-branded marketing materials including black and gold cards, packaging and sundries must be approved by Interflora. Artwork, its proposed usage and the company through which it is being printed/supplied/manufactured must be submitted to the Marketing team within Florist Services who will endeavour to confirm within 5 working days whether or not it is approved. You must seek approval prior to every print run.



To upgrade to a Gold Brand Membership Package please contact the Operations Support Team within Florist

Services. Contact Details:

**Operations Support Team** 

UK: 0333 003 0983 - Select Option 2 followed by your regional team number ROI: 01 686 9396 - Select Option 2 followed by your regional team number

Email: operations.support@interflora.co.uk



# 8.0 Point of Sale (POS)

# 8.1 Brand User (All Package levels)

- 8.1.1 As a Brand User, 2 3 weeks prior to the start of a season or range launch, you will be supplied with and can display:
  - the Interflora Collection brochure and Sympathy binder pages;
  - posters (Gold members only);
  - counter slips.
- 8.1.2 You must take care to keep all point of sale materials up-to-date, relevant and in good condition. Any replacements required to fulfil this requirement must be made at your own expense.
- 8.1.3 It is recommended that all point of sale materials on display in your shop that include the Interflora ranges or any of its products or services are purchased through the Online Marketplace, accessible via ROSEGold.
- 8.1.4 Artwork for point of sale collateral featuring the Interflora brand or any of its products or services which is not purchased through the Online Marketplace must be signed off by Interflora.

# 8.2 Process

If not purchased through the Online Marketplace, all artwork that features the Interflora brand, its proposed usage and the company through which it is being printed/manufactured must be submitted to the Marketing Team within Florist Services who will endeavour to confirm within 5 working days whether or not it is approved. You must seek approval prior to every print run.

Contact Details:

Marketing Team



# 9.0 Display of the Interflora Brand on your vehicles

# 9.1 Silver package members & Silver suppliers

As a Silver package member you may not display the Interflora brand on your vehicles.

# 9.2 Gold package members & Gold suppliers

As a Gold package member you have permission to display the Interflora brand on your vehicles.

You are also entitled to carry the full Interflora branded black and gold vehicle livery in conjunction with your own brand. Should you wish to incorporate the Interflora brand on your vehicle within the wrap/paint work, then brand approval must be sought from the Marketing team.

# 9.3 Process

If you are a Gold member, magnetic vehicle livery branding can be purchased through our approved suppliers.

Any proposed design incorporating the Interflora brand on your vehicle within the wrap/paint work should be submitted to the Marketing team within Florist Services who will endeavour to confirm within 5 working days whether your proposal is approved. You must seek approval prior to every print run.

**Department Contact Details:** 

Marketing Team



# 10.0 Display of Interflora branded signage

# 10.1 Silver membership package

As a Silver member you are required to display:

- a Silver standard window vinyl;
- the Interflora guarantee; and
- service/transmission charges.

No other external signage including or alluding to the Interflora brand is permitted for display. (For the avoidance of doubt Silver suppliers may use the Interflora brand as required to include Interflora flower food and the Interflora Care Guide with products as required pursuant to the Supplier Handbook.)

# 10.2 Gold membership package

As a Gold member you are required to display:

- a Gold standard window vinyl;
- the Interflora guarantee; and
- service / transmission charges.

You may also display the following:

- a pavement sign;
- an illuminated or non-illuminated return sign; and/or
- a fascia board that is a maximum of 70% Interflora Brand and 30% your shop brand.
- other Interflora branded point of sale material, such as may be made available to Gold Members from time to time.

# 10.3 Process

Where available, signage must be purchased through our approved suppliers.

If not purchased from Interflora's approved suppliers, any proposed design incorporating the Interflora brand on your signage and the proposed use and supplier should be submitted to the Marketing team within Florist Services who will endeavour to confirm within 5 working days whether your proposal is approved. You must seek approval prior to every print run.

Contact Details:

Marketing Team



# 11.0 Display of Interflora brand on your work wear

# 11.1 Silver package member

As a Silver member you may not promote the Interflora brand on your work wear.

# 11.2 Gold package member

As a Gold member you have permission to promote Interflora on your work wear. You may also co-brand this work wear with your shop name or branding. Should you wish to source work wear that incorporates the Interflora brand, then brand approval must be sought via the Marketing team.

# 11.3 Process

Any proposed design of work wear that incorporates the Interflora brand must be submitted to the Marketing team within Florist Services who will endeavour to confirm within 5 working days whether your proposed design and supplier are approved. You must seek approval prior to every print run.

Contact details:

Marketing Team



#### 12.0 ROSEGold

#### 12.1 Introduction

ROSEGold is the online order management system used by Interflora and its members to transmit orders across the network for the sending of orders.

Suppliers use this system to receive orders from Sending members. Please refer to the Supplier Handbook for more information.

# 12.2 Use by Gold & Silver package users

Only Gold and Silver Interflora members may access and use ROSEGold. Interflora has a legal duty to ensure the privacy and confidentiality of all customer data that is collected and processed online. Therefore, it is essential that Interflora and members work together to ensure customer personal data is securely handled and safeguarded at all times and take the following preventative measures to ensure customer data is not compromised:

- DO restrict physical access to the workstation that is used to access ROSEGold to only those authorised to do so
- DO always log out of ROSEGold when not in use and ensure the workstation screen is locked when unattended
- DO securely dispose of old computer equipment that has been used to access/process/store customer information, when these are replaced, resold or are no longer required
- **DO** ensure that all customer information is handled securely at all times; if customer information is printed please dispose of this in a secure manner e.g. shredded
- **DO NOT** share Interflora ROSEGold log-in credentials (username and passwords) with unauthorised parties e.g. third party suppliers. ROSEGold credentials are unique to each member to protect users from suspicion in the event that a member's account is used for inappropriate purposes
- **DO NOT** copy or transfer data from the ROSEGold application and store it locally on your computer or external device e.g. USB drive, etc.

Members can obtain further advice and guidance regarding the security of ROSEGold or customer data from the Interflora IT Security & Compliance Manager via Florist Services or the Interflora Service Desk.

Interflora reserves the right to restrict access to some sections of ROSEGold dependent on membership package type. At this time, there are no restrictions in place and all members have access to all functionality.

#### 12.3 Technical specifications

Specifications and technologies inevitably change over time. Please endeavour to keep your computer system up-to-date to address compatibility and security requirements. The minimum recommended specification for the ROSEGold system is:

Broadband connection
2GHz processor
2GB RAM
100GB hard diskspace
Operating system – Windows 7 or newer
Web browser: IE11 or

Google Chrome v43 or Mozilla Firefox v38



Adobe Reader 11 or higher Java version 7 or higher Up-to-date anti-virus software

Please note: Windows XP and Windows Vista are no longer supported by Microsoft. As a result, ROSEGold

will experience issues if run on these operating systems.

No Apple products are supported by ROSEGold Service Desk and we therefore strongly recommend that these are not used. ROSEGold may experience issues if run on these

platforms.

For further information regarding the use of ROSEGold please contact the Operations Support Team:

Operations Support Team

UK: 0333 003 0983 - Select Option 2 followed by your regional team number ROI: 01 686 9396 - Select Option 2 followed by your regional team number

Email: operations.support@interflora.co.uk



# 13.0 Sending Administration

This section provides information for members regarding the update of their membership administration to ensure that the system is set correctly for them as a Sender of orders into the Interflora network.

Members who are also Suppliers should refer to the Supplier Handbook.

# 13.1 Holiday & Temporary Closure (Senders)

If you have to close your shop for any reason you will need to submit a holiday closure request. This is essential in the event that we or another florist needs to contact you regarding an order you have sent into the network for execution.

# 13.2 Future holidays and closures

Within ROSEGold there is a 'self-service' facility to advise of future holidays or closures. Please refer to

- 1) 'My Account'
- 2) 'Interflora Settings' and then
- 3) 'Holidays & Closures'.

Senders can update their details and also pre-plan holidays or temporary closures using this facility.

As a recommendation, we request a minimum period of 4 weeks (28 days) written notice from Senders. Please select a reason for your closure using the drop down list of categories on the system.

Where possible, we request that any one holiday period is no longer than 2 weeks each (12 working days).

In the event of an emergency that requires you to close for a period of time e.g. due to unfortunate and/or unforeseen circumstances, such as illness, flood or fire, you should notify Interflora as soon as possible. Interflora will endeavour to support you as much as possible

#### 13.3 Daily Open/Close Times

Using the above facility, as a Sender you can also update your shop's opening/closing times.

For further information regarding your role as a Sender into the relay network, please contact the Operations Support Team:

**Operations Support Team** 

UK: 0333 003 0983 - Select Option 2 followed by your regional team number ROI: 01 686 9396 - Select Option 2 followed by your regional team number

Email: operations.support@interflora.co.uk



#### 14.0 Premises

#### 14.1 Introduction

Every member should have suitable premises that complement the Interflora brand. Premises must be brand compliant with the previous sections of this handbook, including signage, POS, use of images etc.

Guidance as to what will be considered suitable is outlined in the sections below.

# 14.2 Sign-up Process

Interflora's sign-up process includes an inspection at the member's premises. Inspections may take place without prior appointment and all criteria must be met in order for go live to take effect or continue. In addition, Interflora may require more than one inspection to take place.

The Operations Support Team will facilitate this process and feedback the results to every member. In the event of an application being declined on the grounds of unsuitable premises, this will be confirmed in writing.

Interflora reserves the right to reject any member application or terminate (or suspend) any member agreement at its discretion in accordance with the Bye-laws.

# 14.3 Retail Premises Requirements

Acceptable Premises	Unacceptable Premises
Retail	Home/House
Mixed Retail Premises	Garage Forecourt
Business Unit	Garage/Shed
Central Fulfilment Operation	
Concession	
Garden Centre	
Retail Area	

# 14.4 Brand Shop Audit

The field team undertake audits during their visits to Gold members. These audits are to ensure continued brand compliance, standard and quality of premises and use of the brand, including point of sale material.

The above is a guide only, it is not an exhaustive list, and the suitability of premises will be verified at point of inspection.

For further information regarding this section, please contact the Operations

**Operations Support Team** 

UK: 0333 003 0983 - Select Option 2 followed by your regional team number ROI: 01 686 9396 - Select Option 2 followed by your regional team number

Email: operations.support@interflora.co.uk



#### 15.0 Termination

# 15.1 Removal of branding

- 15.1.1. In the event of the termination of your membership with Interflora we will require photographic evidence that the Interflora brand has been removed from all elements of your business, including your shop premises, delivery vehicles, work wear, web site and social media accounts within three calendar months from the effective date of resignation or other cessation of membership. There will be a retention fee applied to your account (currently £500.00 but subject to change) but this fee is refundable if proof is supplied within the timeframe listed. Please submit your photographs to the Operations Support Team.
- 15.1.2 Interflora reserves the right to visit your premises following the effective date of resignation or other cessation of membership to verify removal of the Interflora brand.

# 15.2 Upgrade/Downgrade of membership package

- 15.2.1 There may be instances where a member wishes to upgrade or downgrade. This needs prior approval from the Operations Support Team and the member will need to comply with the criteria for the new package level before approval is given.
- 15.2.2 Please be aware that once a change has been confirmed then a further request to upgrade/downgrade will not be considered for 3 months.
- 15.2.3 In the event that the change is in respect of a downgrade, then photographic evidence will need to be provided to confirm the removal of the Interflora brand to comply with the reduced membership level. Photographs can be sent via ROSEMail to the Retailoperationsteam@interflora.co.uk. This should be done at least 2 days prior to your effective date of change. Interflora reserves the right to carry out a physical inspection of the premises to verify compliance.

# 15.3 Change of Terms Specific to Physical Branding on Display

- 15.3.1 Without limiting Interflora's general discretion to vary the terms of this Brand Handbook from time to time, any changes made to the terms and conditions of the membership package that affect the physical use of the Interflora brand in your shop/business are at the discretion of Interflora.
- 15.3.2 Members will receive notice in writing to affect any physical amendments required as a result of any changes that are made to the membership package terms and conditions. At the point at which you are informed of any change, an appropriate and fair time period to implement these changes will be communicated.

# 15.4 Deemed Withdrawal

Interflora may suspend a member from trading if they fail to comply with the Bye-laws. If this continues and the member either fails to correct the situation or to resign, we reserve the right to "deem withdraw" their membership. A typical example would be when a debt has been incurred and the member refuses to settle. If



the matter is passed into legal hands, the withdrawal will be with immediate effect. In all other cases, the member will be written to advising that unless they agree an alternative reconciliation to the problem, we will deem withdraw them on a said date. Such date must be at least seven days after the date of the letter.

Any queries resulting from the notice given or about the changes to the terms must be made in writing to the Operations Support Team:

**Operations Support Team** 

UK: 0333 003 0983 - Select Option 2 followed by your regional team number ROI: 01 686 9396 - Select Option 2 followed by your regional team number

Email: operations.support@interflora.co.uk

ROSEMail: retailoperationsteam@mpmail.interflorahouse.co.uk

Marketing Team

Email: retailmarketing@interflora.co.uk

# 16.0 Ethical Standards, Legal and Compliance

# 16.1 UK Modern Slavery Act

Interflora requires our members to sign our Code of Conduct. The Code of Conduct ensures that our members adhere to application laws, including, but not limited to, relevant employment law and the U.K. Modern Slavery Act. If any member fails to indicate their agreement to the Code of Conduct through a proper signature as requested by Interflora, or is otherwise found to be in contravention of the Code of Conduct, Interflora reserves the right to suspect or terminate their membership.

# 16.2 Data Protection

Interflora is required to protect and hold personal data in compliance with the General Data Protection Regulation (GDPR) effective 25<sup>th</sup> May 2018 ("Regulation"). The Regulation requires that, to the extent that Interflora or our members share personal data, our members agree to certain contractual obligations. Therefore, Interflora must require that members agree and sign the Florist Data Sharing Agreement (DSHARE). The DSHARE sets out the rights and obligations of Interflora and its members with respect to personal data shared between Interflora and its members. If any member fails to indicate their agreement to the DSHARE through a proper signature as requested by Interflora, or is otherwise found to be in contravention of the DSHARE, Interflora reserves the right to suspend or terminate their membership.