

TERMS AND CONDITIONS

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1. Standard Terms and Conditions of Trading

These terms form the basis of the contract between our customer and Cake Celebrations. These Terms and your invoice/order confirmation are considered by us to set out the whole agreement between you and us for the sale of cakes. It is your responsibility to check all details in the invoice/order confirmation are complete and accurate as this is the document we work to when completing your order.

2. Basis of Sale

Any samples, drawings, or descriptions we issue, and any descriptions or illustrations contained on our website are issued solely to provide you with an approximate idea of the cakes they describe and remain the property of Cake Celebrations.

Quotations are valid for a period of 30 calendar days from the day of issue.

No contract is made with you until we have received your booking fee. Once your booking fee has been received you are in a legally binding contract with Cake Celebrations.

3. The Cakes

We warrant that on delivery or collection, the Cakes shall conform to their description as set out in the invoice/order confirmation, be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. We will not be held responsible for customer disappointment of the design or the interpretation of the cake as long as it is made in line with the customer's pre-agreed requirements set out in the order confirmation and will face no consequent liability. It is the customers' responsibility to ensure all details within the invoice/order confirmation and sketch are correct and meet their exact requirements.

The warranty does not apply to any defect in the Cakes arising from wilful damage, accident, negligence by you or any third party if you use the cake in a way we do not recommend, your failure to follow our instructions or any alterations you carry out.

Our cakes are made in an environment where nuts, egg, milk, gluten and other allergens are present. We cannot guarantee that any cake is entirely nut-free although we make every effort to ensure that allergies are accommodated.

We cannot guarantee an exact replica of any cake, but we will do our best to make it so. Where colour swatches are provided, we will do our best to match as close as we deem possible. Exact colour matches are not guaranteed.

Fresh flowers are not included in the price of the design. If a cake is to be dressed with fresh flowers

these are to be provided by your florist. Cake Celebrations do not source or provide fresh flowers for cake decoration and take no responsibility if fresh flowers are used on a cake. The Customer should obtain a notice of plant safety from the florist.

From time-to-time certain materials for our cakes may become obsolete. This is totally out of our control; however, we will do our best to select replacement products to reflect the original design as closely as possible. We reserve the right to replace items with component parts of equal or better quality without consultation.

If your cake contains figures made from sugar paste, whilst edible, we do not advise that they be eaten, due to the possible presence of dowels for reinforcement. All of our figures are handmade, and therefore, whilst we try to capture the characteristics of a particular person if requested (such as with eye colour, hair colour, hair length, glasses etc), we cannot guarantee a true likeness. It is your responsibility to provide images for our reference. If images are not provided standard figures shall be used.

The cake is a fresh product containing no additives or preservatives and it is our right to assume consumption on the day requested. Cakes should be stored in a dry place, at room temperature, away from direct sunlight and sources of heat in the box provided. They should NOT be refrigerated unless they contain fresh cream.

Cake Celebrations and the customer expressly agree that the cakes and all goods purchased from Cake Celebrations remain the property of Cake Celebrations until paid for in full.

4. Delivery and Collection

All orders may be collected free of charge from Cake Celebrations by prior arrangement. We accept no responsibility for any damage sustained to the cake once it has left the premises.

If delivery has been requested, we will deliver the cake on the day set out in the order confirmation to the address provided. We do not offer specific delivery times. Cake Celebrations will always do the best it can to ensure delivery dates agreed are achieved for the provision of the goods or services, however Cake Celebrations cannot accept liability for delays and time shall not be of the essence.

When delivering to a wedding venue, we will contact the venue in advance to arrange a mutually convenient time for delivery. If we set up the wedding cake, we shall take a photograph of the cake before leaving and, where possible, obtain a signature from the venue confirming the cake has been received in good condition. Should the venue need to set up the cake themselves we shall explain how the cake is to be displayed and where possible obtain a signature to verify we have done so. Once the cake has been delivered, we are unable to accept any liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided.

5. Price and Payment

The price of your cake will be as set out in your invoice/order confirmation. No VAT is payable on the cakes. A £100.00 non-refundable/non-transferrable booking fee is required for wedding cake orders and a 50% non-refundable/non-transferrable booking fee for all other cakes (subject to a minimum of £30.00). For Wedding Cakes, a detailed invoice/order confirmation will be issued detailing the final balance and payment details. Payment reminders will be sent close to due date and it is the responsibility of the client to ensure payment is on time.

For wedding cakes and orders higher than £600.00, the balance must be paid in cleared monies no later than the date set out in the invoice/order confirmation by bank transfer to the account specified, cash or payment by debit or credit card. If paying by debit or credit card, please allow 5 working days for payment to clear. Late payments will incur a £25.00 charge.

If payment is not received by the date specified this shall be constituted as a breach of contract by the client. We reserve the right to hold the order until payment is made in full. When payment is late, we accept no responsibility should we be unable to purchase the required stock or equipment to make the cake as laid out in the invoice/order confirmation. In these circumstances, the cake will be made as close to the invoice/order confirmation as possible with no redress or liability on Cake Celebrations.

For celebration cakes, the remaining balance must be paid two weeks prior to the collection date.

Cake tasting sessions for wedding cakes can also be arranged prior to booking for £30.00 per couple and is deducted from your balance should you decide to book and the total price of the cake (not including delivery or any other additional costs) is over £400.00.

6. Cancellation, Postponement and Alterations

In the event of a cancellation by yourselves, charges are as follows;

For Wedding Cakes

More than ninety days prior to the date = booking fee only

Ninety days to one calendar month prior to the date = booking fee plus half the remaining cost.

Less than one calendar month prior to the date = full amount

For Celebration Cakes

Fourteen days prior to the date = booking fee only

Less than fourteen days prior to the date = full amount

By paying the booking fee you agree with our Terms and Conditions. The booking fee is not refundable or transferrable.

In the event of a postponement, the payment due remains the same as a cancellation. Subject to availability we will carry the monies paid forward to the new event date. Please be aware that we will only do this on one occasion. Any further postponements will be classed as a cancellation. Cancellations MUST be in writing.

You may, prior to four weeks before the wedding day, or fourteen days for celebration cakes, amend or cancel your order by providing us with written notice. In the case of alterations, a new invoice/order confirmation will be issued detailing the changes and the new cost. Alterations are not confirmed until a new invoice/order confirmation has been issued. Should you make any changes after that time there will not be a reduction in the price you pay, even if your new design is cheaper than the original booking.

In the unlikely event that we need to cancel your order, any monies paid will be refunded. Cake Celebrations reserves the right to cancel, vary or suspend the operation of this contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing): fire, floods, storm, plant breakdown, strike, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside the control of Cake Celebrations, and Cake Celebrations shall not be liable for any breach of contract resulting from such an event.

Cake Celebrations liability (both in contract and tort) in respect of defects in goods or services shall be limited to the issue of a credit note in respect thereof or granting a refund or other such compensatory measures as Cake Celebrations, at its discretion, considers appropriate in the circumstances and shall be limited to the value of the goods or services giving rise to the claim.

Cake Celebrations shall not under any circumstances be liable for the customer respect of indirect consequential loss or damage or loss of profits, provided always that these conditions do not exclude or restrict Cake Celebrations statutory liability for death or personal injury arising from any negligence on Cake Celebrations part or liability imposed by statutory implied terms in Consumer Contracts.

7. Complaints

Complaints are very rare and due to the amount of work put into each individual cake, we take them very seriously.

Both Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content

thereof and providing the other party with a prior opportunity to resolve any issues between the parties amicably.

Complaints regarding the decoration of celebration cake can be easily repaired so errors of this nature must be pointed out upon delivery/collection so as to give us the opportunity to correct them. Once payment has been handed over this confirms that decoration is as requested, and no further claims can be made. Wedding cake clients will be sent a detailed sketch of their wedding cake prior to the wedding. It is the clients' responsibility to check that this meets with their requirements and raise any issues with us if there are any discrepancies.

Where the complaint is in regards to the quality of the cake then the cake, or remainder of the cake/tier, must be returned to us as soon as possible after cutting and within 48 hours of collection/delivery to ensure that we are able to fairly assess the nature of the complaint.

Please note we can only deal with the client who placed the original order.

8. General Terms

All designs and intellectual property rights remain the property of Cake Celebrations.

We reserve the right to use images of your cake for any form of advertising including web-based promotions, brochures, galleries and competitions. It is advisable that you make a copy of all documentation received from Cake Celebrations for your own benefit.

This Agreement together with invoice/order confirmation documents provided constitutes the entire agreement and understanding between the parties relating to the order. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement. Nothing in this paragraph excludes any liability for fraudulent misrepresentation.

In the event that any one or more such provisions of this Agreement should be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions thereof which shall be construed as if such invalid or unenforceable provisions had not been inserted.

The parties agree to submit to the non-exclusive jurisdiction of the English courts.

Any headings utilised in this Agreement have been inserted for the convenience of reference only and should in no way restrict or otherwise affect the construction of the terms and conditions hereof.

Cake Celebrations reserves the right to change these Terms and Conditions at any time.

9. Contacting Us Regarding Information

Cake Celebrations is the trading name of Jan Finn Sole Trader registered in England and Wales.

Our contact email address is info@cakecelebrations.co.uk. Our address and contact for written correspondence is 2 Townlea Close, Penwortham, Preston, PR1 0NY

Any Subject Access Request should be made to the following email address info@cakecelebrations.co.uk