



WEDDING CAKE TERMS AND CONDITIONS

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All sales made by Wedding Cake by Cake Celebrations are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you do not understand please feel free to contact us on: info@cakecelebrations.co.uk

1. Order Process

- 1.1 All orders are subject to acceptance and availability.
- 1.2 It is your responsibility to provide us with a valid email address and telephone number so that we can contact you if necessary.

You shall be responsible for ensuring the accuracy of the details provided by you during the order process. An Invoice/booking form will be sent to you once design details have been confirmed, and this will be resent as your final balance invoice 5 weeks prior to your wedding, for you to confirm that details remain the same.

- 1.3 Once your booking fee has been paid, we will provide confirmation and advise on next steps.

2. Consultations

- 2.1 Consultations are by appointment only for wedding cakes. Appointments cost £30.00 (unless you have paid your booking fee) and can be made by email, phone or using the 'Enquire' page on our website. Appointments last for approximately one hour.
- 2.2 The consultation process includes a tasting box of six flavours of cake from the Flavours Menu (excluding fruit cake).
- 2.3 You can call us or email us if you need to discuss any aspects of your cake before making a booking. Bookings can also be made over the phone or by email without prior consultation.
- 2.4 During our consultation we will roughly sketch out the design of your cake. This sketch remains our property unless the booking fee has been paid. Unfortunately, you cannot photograph the sketch during the consultation unless the booking fee has already been paid. If your booking fee has been paid, you will receive 3 sketches following your consultation for you to review and agree the design. A limited number of changes will be allowed.
- 2.5 Please advise us of any allergies or specific dietary requirements when booking your consultation.
- 2.6 Please note, that for 2024 we have a £475.00 minimum order for fondant iced cakes, and £375 minimum order for Buttercream cakes for wedding bookings (not including delivery or any cake stand hire). We also offer 2 Tier wedding cakes for intimate weddings, which start from £250 for Fondant iced cakes. These are our minimum order prices for 2024, however, this is not our average wedding cake price. Usually, couples have a budget of £600.00-£1,000.00+ for one of our cakes. For dates further ahead than 2024 the minimum order value is subject to change.

3. Booking Fee

- 3.1 All wedding cake orders require a non-refundable booking fee of £100.00. For cake orders with less than 4 weeks' notice, the full cost of the cake must be paid at time of booking.
- 3.2 All booking fees must be paid to secure your wedding date and cake with us. Dates cannot be held open without the booking fee. If no fee has been received then the event date will be released and another booking may be taken, which may mean we are no longer able to accommodate you.

- 3.3 All orders are only confirmed when the booking fee has been paid. Please note that all booking fees are non-refundable and are only transferrable in certain circumstances. See 'Section 17'.

4. Payment Policy

- 4.1 Upon placing an order, you agree to secure your order with a non-refundable and non-transferable booking fee of £100.00 (or, 50% of your order, whichever is the smaller of the two) unless you agreed otherwise. Orders are not deemed confirmed, and dates are not reserved until this payment is received.
- 4.2 The booking fee is taken to cover for initial work undertaken on the design of your cake and administration. It also holds your date and will mean that Wedding Cakes by Cake Celebrations only takes a maximum of one other cake for the same day. By turning down or not advertising for further work, a cancellation by you will mean a likely loss of income from alternative orders for us.
- 4.3 Payment of the final balance is due a minimum of four weeks prior to the wedding date to allow for preparatory work to take place and supplies to be ordered. I will produce your cakes to the specification as per the Invoice/booking form, which I will resend five weeks before your wedding date. Please double check that it is detailed as you require. By paying your final invoice, you are confirming that what is detailed on the Invoice/booking form is correct.
- 4.4 Failure to complete payment of the final balance by the due date on the invoice will result in the cancellation of your order and the booking fee will not be refunded or transferred.
- 4.5 Unfortunately, we do not offer the option to pay in instalments. All payments are made via our online shop or invoiced as required and paid via BACS transfer, debit, or credit card.

5. Decorative items supplied by third party

- 5.1 We cannot be held responsible for delays on items being supplied from other companies e.g., cake toppers, special order cake stands etc.
- 5.2 If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer.
- 5.3 If you are ordering a topper or cake stand yourself, please carefully check the size with us to make sure it is suitable for your cake and ensure the lead time is in line with your event. We would always advise ordering as soon as possible.
- 5.4 If ordering items yourself, we cannot be held responsible for any errors in size, shape or design as the ordering has not been carried out by ourselves.
- 5.5 We reserve the right not to use anything supplied by a third party if we feel it is unsuitable.

6. Colour and Design

- 6.1 Wedding Cake by Cake Celebrations will contact you 4-6 months before the date of your wedding to begin design discussions, with a view to finalising your cake design.
- 6.2 Should a final design not have been agreed 3 months before your wedding date, your choices may be restricted.

- 6.3 Once your final design has been agreed, we will send through an invoice/booking form for you to check. Once you have read this and agreed its content your cake design is considered finalised.
- 6.4 Should you have any swatches of ribbon or material, this can be helpful to Wedding Cakes by Cake Celebrations in creating the colour theme of your choice. However, please note that due to the fact we are working with many different materials, an exact match cannot be guaranteed. This also applies to food colourings and icings.
- 6.5 We can only create your finished order from what we interpret from the wording of your order; therefore it is vital you check everything is correct. It may not be possible to create exact specifications when modelling food; however, we will work with you, often using sketches to ensure you are happy with the design.
- 6.6 Any designs/sketches produced by Wedding Cakes by Cake Celebrations are protected under copyright and may not be reproduced by a third party without written permission from Wedding Cakes by Cake Celebrations.

7. Flowers supplied by Florist

- 7.1 Should fresh flowers to be provided by your florist, to decorate the cake, the responsibility of the flowers' safety, quality, freshness, and colour will rest with the florist and not with Wedding Cakes by Cake Celebrations. It is your responsibility to communicate with your florist to ensure they are not providing toxic flowers to Wedding Cakes by Cake Celebrations. If the florist or any other supplier adds anything to the cake after we have left it set up, responsibility for any resulting damage or harm will not rest with Wedding Cakes by Cake Celebrations.
- 7.2 The cost of any fresh flowers will be added to your florist's bill, and we would always advise ordering a few extra flowers so we have a good selection to work with.
- 7.3 We can only work with what your florist provides for us on the day. Please ensure they order flowers especially for the cake so that the cake flowers are of the same high standard as the rest of the florals. Any unsuitable or toxic flowers supplied will not be used on your cake.
- 7.4 If your florist does not meet us at the agreed time at the venue, we cannot always guarantee that we will be able to wait for them to arrive.
- 7.5 If we cannot wait due to lateness of your florist, then they would have to add the flowers to the cake, and we cannot be held responsible if the arrangement made does not then match our vision and design for the cake and take no responsibility for the way the flowers have been added to the cake which may not be in a food safe way.

8. Alternations to Orders

- 8.1 We are happy to make alterations to your cake design and order up to 4 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 4 weeks of the event cannot always be guaranteed.
- 8.2 Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work agreed.
- 8.3 Please take the time to check the new copy of the invoice/booking form with the amendments carefully and let us know by return if any changes are needed.

- 8.4 If you wish to reduce the value of your order, a fee may be applicable depending how much notice is given, and how much work has already been carried out. Please refer to 8.5 below for further detail.
- 8.5 A reduction in the value of the order of 25% or more, will be considered a cancellation by you, unless otherwise expressly agreed in writing by Wedding Cakes by Cake Celebrations. Workload is considered when other orders are taken and turned away and therefore large reductions in the order will have an effect on the income of Wedding Cakes by Cake Celebrations. Please refer to section 16.
- 8.6 This contract is based upon the agreed place of delivery (the "venue") of your wedding/celebration cake as noted on the invoice/booking form. If this changes, you are to contact Wedding Cakes by Cake Celebrations immediately to discuss whether we can accommodate the change. If not, this will be deemed a cancellation by you and section 16.3 applies.
- 8.7 This contract is based upon the agreed date of delivery/collection of your wedding/event cake as noted on the invoice/booking form. A change to the date will be treated as a cancellation by you as per the section 16.3 below, unless otherwise expressly agreed in writing by Wedding Cakes by Cake Celebrations. The booking fee is non-transferable.

9. Collection of Cakes

- 9.1 We prefer to deliver all our cake orders personally, however if this is not possible, your order may be collected at a pre-arranged time. However, not all cakes are available for collection; it depends on the design and size of the cake. Cakes over three tiers tall or with intricate decoration or sugar flowers are not suitable for customer collection.
- 9.2 Cakes that are collected by the customer are always boxed for transportation. We will provide full instructions on the care and handling of your cake. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. We do not take any responsibility for any damage that may occur to the cake once it is left us.
- 9.3 We advise cakes to be placed on a level, steady surface for transport e.g., in the passenger footwell of your car. We are happy to place the cake safely in the car for you if required. The cake should then be stored in the box at room temperature and out of direct sunlight until taken to the venue.

10. Delivery and Set up of Wedding Cakes

- 10.1 Kindly provide details of your wedding/event planner or the wedding/event coordinator at your venue and Wedding Cakes by Cake Celebrations will happily liaise directly with them regarding time to set up and other arrangements.
- 10.2 Delivery will take place in the morning, between 9am-11am, unless agreed in advance. An additional fee of between £20.00-£30.00 will be chargeable if later delivery is required. Deliveries on weekdays will always take place before 1.30pm unless specifically agreed at the time of booking.
- 10.3 The Invoice/booking form will specify the address and time for delivery. Amendments to the delivery address or time may be permitted at the sole discretion of Wedding Cakes by Cake Celebrations and may incur additional delivery charges to cover for time and fuel, but in the case that Wedding Cakes by Cake Celebrations cannot deliver to the new venue, due to distance or other reason, section 8.6 and 16.3 below applies.

- 10.4 You will become the owner of the goods you ordered and responsible for the risk of loss or damage to them once they have been delivered to the delivery address or collected from Wedding Cakes by Cake Celebrations.
- 10.5 When setting up the cake and attaching externally purchased flowers or other decoration, Wedding Cakes by Cake Celebrations reserves the right to leave any of these items off, or arrange them in a different way, if there is any doubt about safety or security of said items.
- 10.6 Local delivery is charged at £25.00 within ten miles of PR1 0NY (£45.00 for Manchester City Centre deliveries as parking charges are often payable at city venues). Other journeys are charged at 65p per mile for the return journey (mileage is calculated based on Google maps return mileage from PR1 0NY). In addition to the mileage charge, a set-up fee (minimum £25.00) for time spent at the venue. Sunday deliveries will be subject to a £50.00 surcharge and bank holidays, a £100.00 surcharge.
- 10.7 The delivery charge includes stacking and setting up your cake at the venue unless fresh flowers are being added. In this case, an additional charge will apply. This depends on the quantity of flowers on the cake but will start from £25.00. We prefer to add flowers ourselves rather than having your florist attach them. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design. This will all be discussed at your consultation if you are having fresh flowers on your cake.
- 10.8 It would be very rare, but on the event day we may be faced with a 'force majeure' e.g., severe weather conditions, public unrest, or other unexpected events that may make delivery to your venue impossible. You can be assured that we would always do our best to deliver as prearranged, but some circumstances would be out of our reasonable control. Please ensure you have adequate wedding insurance in place to cover this eventuality.
- 10.9 It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue. We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by passing guests.
- 10.10 We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day.
- 10.11 We also reserve the right not to use a cake stand provided by the venue or yourself if we feel it will not hold the weight of the cake. We have a wide selection of suitable cake stands available to hire if you so wish. This will be discussed at your consultation.
- 10.12 We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.

11. Non-Edible Elements

- 11.1 Most of our stacked cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to the venue.
- 11.2 As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give the venue written information concerning any non-edible elements they need to remove.

12. Shelf Life

- 12.1 We recommend our cakes be eaten within 3 days of the event for them to be enjoyed at their best.
- 12.2 Left over cake can be frozen if you would like to, we can discuss this with you at your consultation.

13. Allergens and Special Dietary Requirements

13.1 Wedding Cakes by Cake Celebrations is NOT an allergy-free kitchen. It cannot be guaranteed that our products are free from ingredients that may affect those with food allergies, but all efforts are made to minimise this risk where requested. At Wedding Cakes by Cake Celebrations we recognise the seriousness of food allergies and we recommend that you contact us before you place an order to inform us of any food allergies that you or your party may have. Wedding Cakes by Cake Celebrations will not assume any liability for adverse reactions to our products.

13.2 The following ingredients are used in our kitchen:

Milk and other dairy products

Eggs

Nuts: peanuts, pecans, walnuts, almonds, cashews, coconut

Wheat & gluten

Sulphites (from dried fruit)

Please note that some food colourings may have an effect on behaviour in children.

13.3 Wedding Cakes by Cake Celebrations will discuss any dietary requirements, allergies and intolerances with you at the time you place your order or during your consultation. It is your obligation to inform Wedding Cakes by Cake Celebrations of any such special requirements.

13.4 We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.

13.5 We will provide full allergen information with the cake upon delivery to the venue.

13.6 Wedding Cakes by Cake Celebrations accepts no liability for customers suffering allergic reactions from eating our cakes.

14 Commissions a cake that is similar to another design

14.1 If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot be guaranteed.

14.2 If you wish to have us recreate someone else's design, we would prefer not to directly copy it, but to use it as a basis to design your cake around so that it is unique to you. This can be discussed at your consultation.

15 Hiring Equipment

15.1 Wedding Cakes by Cake Celebrations requires a refundable deposit ("the hire deposit") for the hire of cakes stands and equipment. The hire deposit will normally be £50.00 but if Wedding Cakes by Cake Celebrations requires a different amount this will be discussed with you at the time you place your order. This is in addition to the agreed hire fee. The deposit will be refunded to you in full upon return of the cake stand in an undamaged condition within 4 days of your wedding. Each subsequent day in addition to the 4 days is charged at £5.00.

- 15.2 The hire deposit will be held for a period of time discussed with you when placing your order.
- 15.3 All information regarding the hire deposit will be stated on the order form including the return date.
- 15.4 The hire deposit will be refunded in full when the item(s) / equipment is returned in the condition it was hired out, and within the stipulated time period.
- 15.5 If the item(s) / equipment hired out is lost, returned damaged, or returned late by you Wedding Cakes by Cake Celebrations will retain your full deposit for the item/items to cover the cost of replacing it/them.
- 15.6 For the avoidance of doubt you will become responsible for any hired equipment once that equipment has been delivered to the required address or collected by you from Wedding Cakes by Cake Celebrations.

16. Cancellation Policy

- 16.1 You have the right to cancel the contract at any time up to four weeks before the date your order is due for delivery/collection.
- 16.2 To exercise your right of cancellation you must give written notice to Wedding Cakes by Cake Celebrations via the email address shown on Wedding Cakes by Cake Celebrations website, giving details of the goods ordered.

By the customer:

- 16.3 If the order is cancelled, your booking fee is non-refundable and non-transferable. There will be no refund or transfer of the booking fee, and any and all expenses already incurred on behalf of the finished product above this value will be invoiced.
- 16.4 If the order is cancelled within four weeks of the date of the wedding/event, the remaining full balance will be due to be paid to Wedding Cakes by Cake Celebrations. This is because at such short notice, due to the nature of weddings/large events, it is unlikely that Wedding Cakes by Cake Celebrations would be able to secure another order for the same day. This would result in a significant loss of profit for Wedding Cakes by Cake Celebrations through no fault of their own.
 - 16.4.1 If ingredients / supplies specific to this order have not yet been purchased, or they can be used for another order, the cost of these would be deducted from the final balance and refunded to the customer in the event of a cancellation which occurs once said final balance has been paid.
 - 16.4.2 If a delivery charge has been paid as part of the final balance, or in addition to your non-refundable booking fee, this will be refunded to you by Wedding Cakes by Cake Celebrations. However, if further funds are due this payment will be offset against what is owed to Wedding Cakes by Cake Celebrations.

By Wedding Cakes by Cake Celebrations:

- 16.5 In the event of exceptional circumstances, such as serious illness, Wedding Cakes by Cake Celebrations will give as much notice as possible if we are unable to fulfil your order. We will endeavour to find someone else who can produce your order to an equal standard and will refund you all monies already paid, including the booking fee. However, this cannot be guaranteed. Wedding Cakes by Cake Celebrations liability will be limited to the full cost of purchase, and we will not accept responsibility for any consequential loss.

16.6 You are strongly advised to take out adequate wedding insurance to cover you in the event of cancellations.

*This does not include a force majeure that may occur on the event day. See 'Section 10.8.'

17. Change of Wedding Date

17.1 If you need to change your wedding date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed. Please liaise with us to check our availability before moving your wedding date. We always advise getting more than one new date option from your venue for a move of date to give us the best chance of being able to change the date.

17.2 If we can change your wedding date, provided it is within 12 months from the day you request the change, the booking fee will be transferred to the new date.

17.3 If you are moving to a date further ahead than 12 months from the day you request the change, a new booking fee of £100.00 will be payable. The first booking fee will not be refundable or transferable. It will be classed as a cancellation and a new booking as it is highly likely we will have turned down other work for your first date*

17.4 If you are moving your wedding to a date we are unavailable for, unfortunately the booking fee will be strictly non-refundable, as this covers work already completed in the run up to your wedding (this may include but is not limited to: phone calls, emails, completing and sending forms, holding consultations, providing taster boxes and it is also highly likely that we will have turned down other work for your original date).

17.5 Date changes to different years may be subject to an additional charge in line with our yearly cost increases e.g., a date change from 2024 to 2025.

17.6 Date changes from off peak days/months to peak days/months, may be subject to an additional charge e.g., a date change from a Thursday in January to a Bank Holiday in August.

17.7 We would strongly advise that you take out wedding insurance that covers you in the event of a cancellation/change of wedding date that is out of your control.

*If we are subsequently able to fill the original date with a new booking, we will deduct the first booking fee off the final balance of your cake.

18. Publication & Promotional Rights

18.1 The company, Wedding Cakes by Cake Celebrations is the sole designer and owner of the final cake design. All rights in any original designs created and designed by the company shall remain the exclusive property of the company.

18.2 From time to time our designs are published in the media e.g., wedding magazines, websites, and blogs. We reserve the right to use any image of a customer's cake made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company.

18.3 The customer has no ownership rights over any cake design. Exclusivity of cake designs between our customers is not guaranteed unless the customer commissions an exclusive design.

19. Complaints

- 19.1 In the unlikely event there is an issue with your cake, it must be brought to our attention within 48 hours of the cake being delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.
- 19.2 If the complaint is regarding the quality of the cake, we may ask for the cake or the remainder of the cake to be returned to us within 48 hours of delivery for inspection.
- 19.3 If the complaint is regarding the design of the cake, but the cake was made according to the invoice/booking form and sketch, which has been checked and approved, we cannot be held responsible for any errors not picked up by the customer.
- 19.4 For any complaints, we can only deal with the person who booked the cake originally.
- 19.5 You must give us an opportunity to resolve the issue and agree not to post any defamatory comments or pictures on online forums or social media channels before discussing the situation with us and allowing us reasonable time to provide a satisfactory solution.
- 19.6 Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media at any point in the future. If this happens, we may seek to take legal action against you.

20. COVID 19 Restrictions

- 20.1 If your wedding cake booking has to be amended due to COVID 19 restrictions, we will try our best to be accommodating and flexible.
- 20.2. If you need to postpone your booking because your wedding date falls under a period of Government restrictions for COVID 19, e.g., a national lockdown or Tier 3 / Tier 4 restrictions where weddings are limited to 15 people or less or if they are not allowed all together, then as long as we are free on your new date, we will move the deposit paid across to the new date for you subject to the conditions below.
- 20.3 If we can change your wedding date, provided it is within 12 months from the day you request the date change, the booking fee will be transferred to the new date.
- 20.4 If we are not able to accommodate your date change request, the original booking fee (or booking fees if there have been multiple changes) will be non-refundable. See Section 16.
- 20.5. If you are moving to a date further ahead than 12 months from the day you request the date change, a new booking fee of £100.00 will be payable on top of the original booking fee.
- 20.6 If you decide to postpone your wedding as you are worried about future COVID 19 restrictions, but restrictions are not currently in place for your wedding date, it will be treated as a standard change of wedding date or a cancellation. See Section 16 and 15.
- 20.7 If you are moving to a date further ahead than 12 months of the day you request the change, so have paid multiple booking fees, all booking fees will come off the final cost of the cake. However, should you choose to voluntarily cancel the wedding booking further down the line, you will lose all booking fees paid. This is only valid for COVID 19 postponements where restrictions are in place as stated in 'Section 20.2'. All other postponements will be subject to the clauses in 'Section 17'.

- 20.8 Any date changes to future years or from off peak to peak days/months, may be subject to price increases in line with 17.5 and 17.6.
- 20.9 For multiple date changes due to COVID 19 restrictions, each new postponement will be treated separately, and we will use the 'within or outside 12 months' rules outlined in 20.3, 20.4 & 20.5
- 20.10 Any subsequent voluntary cancellation will be subject to the payment terms outlined in Section 4 'We reserve the right to revise and amend these terms and conditions. However, you will only be subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you.

21. 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

22. Amendments

22.1 Wedding Cakes by Cake Celebrations reserves the right to amend or update these terms and conditions at any time.

22.2 Last amended August 2024