

Terms & Conditions

By paying a deposit you are agreeing to the following terms & conditions.

Please read the attached contract for specific policies. All these policies may not apply to you (e.g. Cake stands, delivery etc.)

This contract is intended to ensure that your cake will be made, designed and delivered according to your specifications.

Deposit: Your date is reserved and your order confirmed only upon execution of this contract and when the deposit is received by **The Cake Lady**. The deposit shall equal 25% of the total balance for wedding cakes or £20 for celebration cakes and is required to reserve the date. The deposit is non-refundable in the event of a cancellation. However, if you need to change the date or move your event please let us know and we will make accommodating arrangements where possible, at no extra charge. We understand that things can come up that are completely out of your control. Payment can be made via cash, charge, BACs or Paypal. Cash is only accepted in person.

Final Payment: Payment of remaining balance, if any, is due 14 days before the cake is due with wedding cakes or on collection with smaller celebration cakes. If payment is not received 14 days prior to the event we reserve the right to refuse your order. Absolutely no refunds shall be granted within 14 days of the event.

Changes: For any changes of size, style or flavours of the cake these must be requested and confirmed by **The Cake Lady** a minimum of 2 weeks prior to collection/delivery of the cake. Any changes requested after this date cannot be guaranteed and may be subject to additional charges if it is possible to accommodate them. For weddings this is 6 weeks prior to your final payment date.

Cancellations: All deposits are non-refundable. If you wish to cancel your order then we work to the following time schedule for payments. For all celebration cakes a minimum of 2 weeks' notice is required otherwise remaining balance will still be payable. For weddings it is as follows:

1 month and less – 100% payment due

1-3 months – 50% payment due

3-6 months – 25% payment due

6 months + - 0% payment due

Flowers: If fresh flowers are being used you acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants although every effort will go into avoiding cross contamination if we are providing the flowers.

Allergens: You must notify us of any allergies. We do use nuts in our kitchen but work to strict hygiene levels to avoid cross contamination. Our products may contain or come into contact with milk, wheat, nuts, soy, and other allergens. You agree to notify your guests of this risk and hold us harmless for allergic reactions.

Photographs: We reserve the right to use any photographs for our own reference, display or promotional advertisement without compensation to you.

Delivery and set up: Delivery and set up is generally required for all wedding cakes and for some multiple tiered special occasion cakes. This is free within Exmouth for wedding cakes or there is a £1.00 per mile charge for this service and this is distance based using google maps. For all celebration cakes and wedding cakes (should you chose to collect it) **The Cake Lady** shall not be responsible for damage incurred once the

cake leaves our premises. When travelling a cake it should be placed in the boot or a foot well. The car should be cool and extremely careful driving should be carried out.

Release of Liability: **The Cake Lady** will make every possible effort to create and safely deliver your cake. Once delivery and set up is complete **The Cake lady** shall not assume any responsibility for your venues, guests', florist's or any other person's acts with regard to your cake. **The Cake Lady** shall have no responsibility for the condition of the cake once delivered to you or your wedding venue. High temperatures can adversely affect your cake. It is your responsibility to arrange with the venue an appropriate spot for the cake, out of direct sunlight and away from unnecessary heat. If storing over night the cake should be kept in a cool, dry room, not in a refrigerator and away from anyone being able to damage or knock the cake.

Rentals: Additional items, such as cake stands, must be returned within 3 days of the event, unless you have arranged otherwise with **The Cake Lady**. There is a hire charge for stands, included in total price, and a deposit charge. The deposit is refundable provided the rental item(s) is (are) returned in the same exact condition within the arranged return time and date. After this time the deposit is forfeited.

Our Guarantee: Cake design is a creative and organic process. **The Cake Lady** will do our best to replicate and create your selected design as closely as possible but we do not create exact copies/replicas but we can offer similar designs instead. You must ensure that you are happy with the design brief given and that all spellings are correct. We promise to do everything in our power create you a cake that exceeds your expectations and we will work with you on every level to make sure you are completely satisfied with your cake.

Disclaimer: In the case of an emergency or an error in your cake delivery please contact us immediately so we can fix the issue right away! If you are unhappy with your cake, for any reason, please call us on the day of your event and explain the situation. In the rare case that you are unhappy with your cake and would like a refund, you must call the day of the event so your cake can be returned. Without proof that you are indeed unhappy with the product and will not be using it for your event, we will be unable to refund any portion of your payment.

Limit of Liability: In the very unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative Cake Designer. **The Cake Lady** will make every effort to secure a replacement cake designer able and / or willing to provide similar products and services as chosen in this contract at the same / similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event.

I agree to the terms and conditions outlined in this Contract and agree that I am the person responsible for all payments and decisions regarding this cake order.

Name: _____

Signed: _____

Dated: _____