

## 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. If you need to change the date or move your event, please let us know and we will make accommodating arrangements if possible. Payment can be made via cash, charge, BACs or the payments page on my website. 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. If you or another contractor are placing fresh flowers we recommend that the correct methods are used but can not be held accountable for any problems.

**Allergens:** You must notify us of any allergies. We do use nuts, gluten and other common allergens 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 small travelling fee 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, spotlights etc. If storing over night the cake should be kept in a cool, dry room, not in a refrigerator (unless stated) 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. The only personal information collected by Crafnant Cakes will be that needed to process your order, contact you about the order and delivery if necessary, this is the legal basis we have for processing your data.

**Data Protection:** You will be asked for your name, phone number, email address, the date for the order and delivery address if required. In the cases of wedding orders, you will also be asked for the date, time and venue. If you choose to withhold the personal data requested, it may not be possible to fulfil your order as we may need to contact you with a query about your order. By paying a deposit you are agreeing to all of these terms & conditions.

Data collection and sharing:

Charlotte Crews (contact details on my website) will be the data collector. No third parties will have access to this data, it will never be shared.

### Storage and Processing, and how I will protect your data:

The data will be stored on paper copies. Once a month, any data no longer required will be destroyed. We will however keep a copy of your receipt, if paying by card, which will be kept for seven years and then deleted. If your order is to take place in a longer time frame than a month, the data will be stored until one month after the order has been processed.

No data will be used for mail shots, or to contact you about future offers unless requested. You can visit our website without giving any personal information. The only cookies used by the website are those which enable the site to be read on mobile devices.

### Access and Correction

You have the right to request the information we hold about you through a Subject Access Request (SAR). You can do this by contacting us at [info@thecakeladydevon.co.uk](mailto:info@thecakeladydevon.co.uk) We will ensure we provide you with a copy of the data we hold about you. In order to comply with your request, we will ask you to verify your identity. If you believe that the information we have on you is incorrect, you may contact us in order for us update it and keep your data accurate. We will respond to you within one calendar month.

### Right to complain

If you would like to complain about how we have handled your data, you can do so in the first instance to the address/number on our website.

If you are unhappy with our response, you can contact the Information Commissioners Office using the details below:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

SK9 5AF

Telephone: 01625 545 745

Email through their website at: <https://ico.org.uk/concerns>

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: \_\_\_\_\_