

## *Celebration Cake Terms and Conditions*



*Please take a few minutes to read through the terms and conditions, as these form the basis of the contract. Further information can be provided on request. These terms and conditions do not in any way affect your statutory rights as a consumer.*

*'You' means the 'client'. 'I' and 'me' means Baker Cake.*

*These terms and conditions form part of your contract, alongside your Order Form.*

*Payment of your booking fee constitutes acceptance of the following:*

### 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.

1.3 You shall be responsible for ensuring the accuracy of the details provided by you during the order process. Please check carefully spelling for example of names.

### 2. PAYMENT POLICY

2.1 Payments are currently taken in cash, or bank transfer

2.2 Upon placing an order, you agree to secure your order with a non-refundable booking fee specified on your invoice.

2.3 Quotes are valid for 7 days, unless your date is filled with another order before this time. Please do check that your date is still available if some time has passed between obtaining a quote and making payment.

2.4 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 Baker Cake restricts other orders for the same day. By turning down or not advertising for further work, a cancellation by you will mean a likely loss in profit from alternative orders for me.

2.4 Payment of the final balance is due a minimum of two weeks prior to the collection / delivery date to allow for preparatory work to take place and supplies to be ordered. I will produce your cake to the specification as per the Order Form which I will send to you once details have all been confirmed. Please double check that it is detailed as you require. By paying your final balance, you are confirming that what is detailed on the Order Form is correct

2.5 For orders placed less that two weeks before delivery, payment in full is required at the time of booking.

2.6 Failure to complete payment of the final balance by the due date will result in the cancellation of your order and the booking fee will not be refunded or transferred

### 3. COLLECTION / DELIVERY OF YOUR CAKE

3.1 The Order Form will stipulate the address and time for delivery / collection of your cake. Amendments to the delivery address or time may be permitted at the sole discretion of Baker Cake and may incur additional delivery charges to cover for time and petrol.

3.2 If you are expecting to be late for your collection, please contact me *at the earliest possible opportunity* so we can attempt to rearrange this. However, I cannot guarantee that I will be available to accept late collections, and so you may have to come back later in the day or the next day.

3.3 If you are not at the venue at the agreed delivery time, you will be responsible for arranging collection of your cake from Baker Cake at a time that is mutually acceptable.

3.4 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 Baker Cake.

3.5 You will be asked to inspect the cake upon delivery / collection and confirm acceptance of the cake. If you have any concerns at this point, please speak to me immediately. If there is a decoration fault such as a spelling mistake, and this is pointed out at the time of collection / delivery I will make every attempt to rectify this. Please refer further to section 12 below.

### 4. CHANGES TO YOUR ORDER

4.1 Baker Cake understands that sometimes situations occur which can result in you wanting to change your order. Please contact us as early as possible before the order is due to ensure any changes can be implemented, at least 2 weeks' notice is required for any changes (this includes changes to the date, time and place of delivery/collection) – please note that agreement to any such changes are at the sole discretion of Baker Cake. Please be aware changes may incur additional costs, in line with additional work required for administration as well as additional materials and time required for any design change. A full quote will be given for proposed amendments before they are agreed upon.

### 5. CANCELLATION POLICY

5.1 You have the right to cancel the contract at any time up to two weeks before the date your order is due for delivery by emailing Baker Cake at:

enquiries.bakercake@gmail.com and stating your order number.

5.2 If YOU cancel: 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.

5.3 If the order is cancelled within two weeks of the date that the cake is due, the cost of any special ingredients or supplies already purchased to complete your order will be invoiced to you.

5.4 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. However, if further funds are due this payment will be offset against what is owed to Baker Cake.

5.5 If Baker Cake cancels: In the event of exceptional circumstances, such as serious illness, I will give as much notice as possible if I am unable to fulfil your order. I will endeavour to find someone else who can produce your order to an equal standard, however, this cannot be guaranteed.

5.6 Baker Cake's liability will be limited to the full cost of purchase, and I will not accept responsibility for any consequential loss. All monies already paid, including the booking fee, will be refunded to you.

### 6. POSTPONEMENT POLICY

6.1 For the avoidance of all doubt, if your event is postponed this will be treated as a cancellation. Baker Cake will be happy to discuss the possibility of rebooking for a new date should this be possible, and if so, a new contract would be issued.

## 7. COLOURS AND DESIGN

7.1 If a specific colour is vital, this must be communicated to Baker Cake at the time of ordering.

7.2 Should you have any swatches of ribbon or material, this can be helpful to Baker Cake 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. Please also note that images sent digitally are seen differently on different screens

7.3 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. We do not undertake to copy another designer's work exactly, although inspiration can be taken.

## 8. NON-EDIBLES

8.1 A list of non-edibles (such as supporting dowels, floral wire etc) will be provided to you. It is your responsibility to ensure these are not served to your guests.

## 9. FOOD ALLERGY DISCLAIMER

9.1 Baker Cake is run from my home kitchen and is therefore 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.

9.2 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. Baker Cake will not assume any liability for adverse reactions to our products. Please note that some food colourings may have an effect on behaviour in children.

9.3 Baker Cake will discuss any dietary requirements, allergies and intolerances with you at the time you place your order. It is your obligation to inform me of any such special requirements.

9.4 All of our cakes typically contain the following allergens:

- Wheat/gluten
- Milk / dairy
- Egg
- Soya
- Sulphites (in our fruit cake)
- Nuts (almonds in our fruit cake)

Please note that our cakes are baked and decorated in a home kitchen, and while surfaces are thoroughly and regularly cleaned, there may be traces of any allergens including, but not limited to, celery, all cereals, crustaceans, egg, fish, lupin, milk, molluscs, mustard, peanut, sesame, soy, sulphites and tree nuts.

**Full allergy and ingredient information can be provided on request at any time.**

## 11. IMAGES

11.1 Photographs of your cake will be taken by me and used for social media / marketing purposes. These images remain the property of Baker Cake.

11.2 Should you kindly share any photos of your cake with me, I will of course ask your permission before sharing these further, and that of the photographer who took the images, if applicable.

## 12. COMPLAINTS

12.1 If for any reason you are unhappy with your cake, Baker Cake requests that you contact me as soon as possible and return the tier(s) for inspection within 24 hours of your event.

12.2 If a refund is deemed appropriate this will be to the value of the affected tier(s). In any event Baker Cake's liability will be limited to the full cost of purchase, and we will not accept responsibility for any consequential loss.

## 13. PRIVACY POLICY

13.1 We currently collect and process your name, address, telephone number and email address

13.2 The personal information you supply to us when placing your order will be used to communicate with you to fulfil your order, and may be used in the future to communicate offers and events that may be of interest to you.

13.3 We may share your information, with your permission, another cake maker if required to fulfil your order (see clause 5.5) Otherwise your information will never be shared with another party unless we are legally obliged to do so.

13.4 Your information is kept secure on a password protected computer.

13.5 Under UK data protection laws you have the right to ask for a copy of any information we hold, to ask us to amend any inaccuracies, and the right to ask us to erase any information we hold on you. You are not required to pay any charge to exercise these rights. If you make a request, we have one month to respond to you. Please contact us at [enquiries.bakercake@gmail.com](mailto:enquiries.bakercake@gmail.com) if you wish to make a request.

13.6 If you have any concerns about our use of your personal information, you can make a complaint to us by email to: [enquiries.bakercake@gmail.co.uk](mailto:enquiries.bakercake@gmail.co.uk) or in writing to: Baker Cake, 38 Crellow Fields, Stithians, Truro TR3 7RE

13.7 You can also complain to the ICO if you are unhappy with how we have used your data:  
Information Commissioner's Office, Wycliffe House, Water Lane, Wimslow, Cheshire SK9 5AF  
Helpline number: 0303 123 1113 ICO website: [www.ico.org.uk](http://www.ico.org.uk)