



Standard Terms and Conditions of Trading

These terms form the basis of the contract between you, the customer, and my business, Cakery Bay. These Terms, your Order and your Order Confirmation are considered by me to set out the whole agreement between you and Cakery Bay for the sale of cakes. It is your responsibility to check all details in the Order Confirmation are complete and accurate as this is the document I work to when completing your order.

Basis of Sale

Any samples, drawings, or descriptions I issue, and any descriptions or illustrations contained on the Cakery Bay website and social media are issued solely to provide you with an approximate idea of the cakes they describe and remain the property of Cakery Bay.

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

No contract is made with you until I have received your booking fee. Once your booking fee has been received you are in a legally binding contract with Cakery Bay.

The Cakes

I warrant that on collection or delivery the Cakes shall conform to their description as set out in the Order Confirmation, be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. I 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 customer's responsibility to ensure all details within the Order Confirmation 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 I do not recommend; your failure to follow our instructions or any alterations you carry out.

My cakes are made in an environment where nuts, egg, milk, gluten and other allergens are present therefore, although I make every effort to ensure that allergies are accommodated, I cannot guarantee that any cake is entirely allergen free.

I cannot guarantee an exact replica of any cake I have previously made, but I will do my best to make it so. I do not make exact copies of cakes by other cake designers. Where colour swatches are provided, I will do my best to match as close as I deem possible – exact colour matches are not guaranteed.

I do not use fresh flowers to decorate cakes. It is your responsibility should you choose to use fresh flowers after your cake has been collected/delivered. Please note some flowers are not suitable for use as a cake decoration. Ask your florist for details regarding toxicity. I cannot be liable for any contamination to my food product that may arise from their misuse.

If your cake or decoration contains figures or flowers made from edible materials, I usually advise that they should not be eaten due to the possible presence of non-edible supports. Figures are handmade, and therefore, whilst I try to capture the characteristics of a particular person if requested (such as with eye colour, hair colour, hair length, glasses), I cannot guarantee a true likeness. It is your responsibility to provide images for my reference.

Stacked cakes contain dowels in each tier to provide support and these should be removed before consumption.

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

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

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

Delivery and Collection

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

When delivering to a wedding venue, I will contact the venue in advance to arrange a mutually convenient time for delivery. If I set up the wedding cake, I 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 I shall explain how the cake is to be displayed and where possible, obtain a signature to verify

I have done so. Once the cake has been delivered, I am unable to accept any liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided.

If the cake is delivered with a cake stand, a security deposit will be payable with the final balance. The stand must be returned to us in a good, clean condition within 3 days of the wedding. Upon the return of the stand the deposit will be refunded. This will be refunded via cash or BACS transfer within 5 working days. Should the stand be returned broken or damaged, the cost of the replacement stand will be deducted from the security deposit.

Price and Payment

The price of your cake will be as set out in your Order Confirmation. No VAT is payable on the cakes. A 33% booking fee is required for cake orders (subject to a minimum of £150 for wedding cakes and £30 for all other cakes). A detailed order confirmation will be issued detailing the final balance and payment details. No further payment reminders will be sent, and it is the responsibility of the client to ensure payment is on time.

Please note all booking fees are non-refundable.

The balance must be paid in cleared monies no later than the date set out in the Order Confirmation by BACS transfer to the account specified or in cash in person.

If payment is not received by the date specified this shall be constituted as 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 Order Confirmation. In these circumstances the cake will be made as close to the Order Confirmation as possible with no redress or liability on Cakery Bay.

Cancellation, Postponement and Alterations

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

Wedding Cakes:

More than 90 days prior to the date = booking fee only

90 days to 28 days prior to the date = booking fee plus half the remaining cost

Less than 28 days prior to the date = full amount

All other cakes:

More than 7 days prior to the date = booking fee only

Less than 7 days prior to the date = full amount

Any booking fees previously paid are non-refundable.

In the event of a postponement, the payment due remains the same as a cancellation. With more than 7 days' notice of postponement, and subject to availability, I will carry any monies paid forward to the new date. Please be aware that I will only do this on one occasion. Any further postponements will be classed as a cancellation.

You may, prior to 28 days before the wedding day, or 7 days for celebration cakes, amend your order by providing me with written notice. In the case of alterations, a new Order Confirmation will be issued detailing the changes and the new cost. Alterations are not confirmed until a new Order Confirmation has been issued. Should you make any changes after the time scale stipulated above there will be no reduction in the price you pay, even if your new design is cheaper than the original booking.

If for any reason you fail to collect your cake order, I reserve the right to take action to recover any balances outstanding.

In the highly unlikely event that I need to cancel your order, all monies paid will be refunded. Cakery Bay 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, lock outs, riot, hostilities, non-availability of materials or supplies or any other event outside the control of Cakery Bay, and Cakery Bay shall not be liable for any breach of contract resulting from such an event. In this situation I will provide you with written notice – any booking fees paid are non-refundable and I refer to our cancellation policy. As such I advise you to purchase wedding insurance.

Cakery Bay's 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 Cakery Bay, 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.

Cakery Bay 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 Cakery Bay's statutory liability for death or personal injury arising from any negligence on Cakery Bay's part or liability imposed by statutory implied terms in Consumer Contracts.

Complaints

Due to the high level of care and craftsmanship put into each individual cake any complaint would be taken 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 cakes can usually be easily rectified so errors of this nature must be pointed out upon collection so as to give me the opportunity to correct them. Once payment has been made this confirms that decoration is as requested, and no further claims can be made.

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

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

General Terms

All designs and intellectual property rights remain the property of Cakery Bay. I 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 Cakery Bay for your own benefit.

This Agreement together with Order Confirmation documents provided constitute 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.