

TERMS AND CONDITIONS OF LADIES WHO CAKE

These terms form the basis of the contract between our customer and Ladies who Cake. These terms, your order and your confirmation are considered by us, to set out an agreement between you and Ladies who cake for the sale of cake. It is your responsibility to check all details in the order confirmation are complete and accurate. This is the document we work to when completing your order.

TERMS OF SALE

All drawings, descriptions and samples issued by Ladies who Cake, including illustrations on our website, are solely to provide you with an approximate idea of the cakes they describe and remain the property of Ladies Who Cake.

Quotations are valid for a period of 30 calendar days from issue. Cake sizes quoted are based on the diameter of the cake and are given in inches. Standard cakes are 3 $\frac{1}{2}$ to 4 inches deep, if you would like a deeper cake, this needs to be requested at the time of booking.

No contract is made with you until we have received your booking fee. Once your booking fee has been received, you are in a legally binding contract with Ladies Who cake.

THE CAKE

Ladies Who Cake warrant that upon delivery or collection, the cake shall be of satisfactory and regulatory requirements in the UK. Ladies Who Cake will not be held responsible for customers disappointment of the design or interpretation of the cake, as long as it is made with the customers pre agreed requirements, set out in the order confirmation, and will face no consequent liability. It is the customers responsibility to ensure all details are correct and meet their exact requirements within the order confirmation. This includes any sketches made by Ladies Who Cake.

Ladies Who Cake will not accept any responsibility for wilful damage, accident, alteration or negligence by you or any third party, if you fail to follow any instructions given by Ladies Who cake.

Ladies Who Cake make every effort to ensure that allergies are accommodated but are cakes are made in an environment where nuts, milk, gluten and other allergies are present.

Every cake is bespoke to you and we cannot guarantee an exact replica of any cake, but will do our very best to make it so. If a colour swatch is provided we will do our best to match as closely as possible. Exact colour matches are not guaranteed.

Ladies Who Cake do not include any fresh flowers in the price of any wedding cake design. If fresh flowers are to be included in your wedding cake design, these are to be provided by your florist.

PLEASE NOTE, certain flowers are not suitable for use as decoration. Please ask your florist details regarding toxicity. Ladies Who Cake will not be liable for any contamination to our food product that may arise from their misuse. We recommend your florist liaise with Ladies Who Cake to avoid any miscommunication.

From time to time certain materials for our cakes may become obsolete. This is totally beyond our control, however we will endeavour to replace and reflect the original design as closely as possible. In all cases Ladies Who Cake will try to contact you to advice you of any such changes, however we reserve the right to replace the s components with equal or better parts without consultation.

All our sugar paste decorations are handmade, therefore we don't advise they be eaten due to the use of dowling or florist wire. If you wish to capture certain characteristics of a particular person, in our handmade figures (i.e. hair colour, eye colour, glasses, etc.) we cannot guarantee a true likeness. It is your responsibility to provide images for reference, if images are not provided, standard figures shall be used.

Stacked cakes contain dowels in each tier to provide support. These should be removed before consumption. Cakes should be stored away from sunlight, in a cool dry place, off the floor and away from strong odours. DO NOT store in a refrigerator.

The cake is a fresh product containing no additives or preservatives and it is our right to assume consumption on day of collection or delivery.

All goods purchased from Ladies Who Cake remain the property of Ladies Who Cake until payment is received in full.

DELIVERY AND COLLECTION

All orders may be collected free of charge from Ladies Who Cake by prior arrangement. Once cakes are collected they are transported at your own risk with no liability being accepted by Ladies Who Cake for any damage once the cake has left the premises.

If delivery is requested, Ladies Who Cake will deliver to the address on the date set out on the order confirmation. We do not offer specific delivery times as Ladies Who Cake cannot accept liability for delays and time shall not be of the essence, when delivering a cake. Delivery costs will be agreed with you in the confirmation.

When delivering to a venue Ladies Who Cake will contact the venue to mutually agree delivery times and arrangements for your cake.

If Ladies Who Cake set up the cake we will photograph and obtain a signature, where possible, confirming the cake has been delivered and received in good condition, to the venue.

If the venue is to set up the cake Ladies Who Cake will provide an explanation how the cake is to be displayed and obtain a signature to verify we have done so. Ladies Who Cake take no responsibility after delivering the cake to the venue if they fail to follow the instructions provided.

If a cake stand is required, a security deposit is required, payable with the final balance. The stand must be returned to us in a good, clean condition, within 3 days of the wedding, when the deposit will be refunded.

There is no VAT payable on the cakes. The price of your cake will have been agreed and set out in your order confirmation.

All wedding cakes require a 25% booking fee (subject to a minimum of £50) and a £25 booking fee for all other cakes. A detailed order confirmation will be issued detailing the final balance any payment details. It is the responsibility of the client to ensure payment is made on time, as no further reminders will be issued.

Please note ALL booking fees are non- refundable or transferable.

The balance must be paid in full in cleared monies no later than the date specified in the order confirmation, by bank transfer, to the account specified. Late payments will incur a \pounds 25 charge.

If payment is not received by the date specified, this shall be constituted as a breach of contract by the client. We reserve the right to hold the order until the 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 Ladies Who Cake.

CANCELLATIONS, POSTPONEMENT AND ALTERATIONS

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

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

90 days to 1 calendar month prior to the date – booking fee plus 1/2 remaining costs

Less than 1 calendar month – full amount

All previous payments are non-refundable.

All cancellations to your order are to be made in writing.

In the event of a postponement, the payment due remains the same as the cancellation charges. Ladies who cake will, subject to availability carry the monies forward to the new date. Please note we will only do this on one occasion. Any further postponements will be classed as cancellation.

You may wish to amend your order by providing us with written notice. This can be made 8 weeks prior to the wedding date or 7 days for celebration cakes. A new order confirmation will be issued detailing the changes and new costs. Alterations are not confirmed until a new order confirmation has been issued. No further alterations will be made by Ladies Who Cake.

In the unlikely event that Ladies Who Cake needs to cancel your order, any monies paid will be refunded.