



## Special Occasion Cake Terms & 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' [or 'we' / 'us' if you prefer] means The Paradise Cake Company*

*These terms and conditions form part of your contract, alongside your Order Form for the following cake:*

Name of client:

Address:

Phone number / Email address:

Collection / Delivery Date and Time:

*\*\*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. An Order Form will be sent to you once design details have been confirmed, and this will be resent with your final invoice two weeks prior to the date your cake is due, for you to confirm that details remain the same.

## 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 and non-transferable booking fee of £[XXX] – unless agreed otherwise. Orders are not deemed confirmed, and dates are not reserved until this payment is received.

2.3 Quotes are valid for 30 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.

2.5 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 The Paradise Cake Company 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.

2.6 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.

2.7 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 Your cake will be delivered/ collected by you at the pre-arranged time as stipulated on the Order Form or on subsequent correspondence.

3.2 Collection / delivery times will be between the hours of 10am-2pm and 5pm-6pm on weekdays and 9am-11am on Saturdays. The Paradise Cake Company will be in touch when your final balance is due to arrange a mutually convenient time within these hours.

3.3 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 as I may have other plans, and so you may have to come back later in the day or the next day.

3.4 If you are not home at the agreed delivery time, a new delivery can be arranged at a cost of £15.00 and / or: you will be responsible for arranging collection of your cake from The Paradise Cake Company at a time that is mutually acceptable.

3.3 The Order Form will stipulate the address and time for delivery / collection. Amendments to the delivery address or time may be permitted at the sole discretion of The Paradise Cake Company and may incur additional delivery charges to cover for time and petrol, but in the case that The Paradise Cake Company cannot deliver to the new venue, due to distance or other reason, section 4.4 and 5.3 below applies. Amendments to the collection time may be permitted at the sole discretion of The Paradise Cake Company, but in the case that The Paradise Cake Company cannot be available to accept collection at the proposed new time, section 4.4 and 5.3 below applies.

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 The Paradise Cake Company.

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 The Paradise Cake Company will make every attempt to rectify this. Please refer further to section 12 below.

#### 4. CHANGES TO YOUR ORDER

4.1 The Paradise Cake Company 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 two weeks' notice is required for any changes - and please note agreement to any such changes are at the sole discretion of The Paradise Cake Company. 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 the design change. A full quote will be given for proposed amendments before they are agreed upon.

4.2 A reduction in the value of the order of 50% or more will be considered a cancellation by you, unless otherwise expressly agreed in writing by The Paradise Cake Company. Workload is considered when other orders are taken and turned away and therefore large reductions in the order will have an effect on the income of The Paradise Cake Company. Please refer to section 5.

4.4 This contract is based upon the agreed place of delivery of your cake as per the Order Form (unless collection has been arranged). If this changes, you are to contact The Paradise Cake Company immediately to discuss whether we can accommodate the change. If not, this will be deemed a cancellation by you and section 5.3 applies.

4.5 This contract is based upon the agreed date of delivery or collection as per the Order Form (or subsequent correspondence). A change to the date will be treated as a cancellation by you as per the section 5.3 below, unless otherwise expressly agreed in writing by The Paradise Cake Company. The booking fee is non-transferable.

#### 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.

5.2 To exercise your right of cancellation you must give written notice to The Paradise Cake Company via the email address shown on The Paradise Cake Company's website, giving details of the goods ordered.

5.3 By the customer: 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. If the order is cancelled within two weeks of the date of the date that the cake is due, the remaining full balance will be due to be paid to The Paradise Cake Company. This is because at such short notice, it is unlikely that The Paradise Cake Company would be able to secure another order for the same day. This would result in a loss of profit for The Paradise Cake Company

5.3.1 If ingredients / supplies specific to this order have not yet been purchased, or they can be used for another order, the cost of these would be deducted from the final balance and refunded to the customer in the event of a cancellation which occurs once said final balance has been paid.

5.3.2 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 The Paradise Cake Company.

5.4 By The Paradise Cake Company: In the event of exceptional circumstances, such as serious illness, The Paradise Cake Company will give as much notice as possible if we are unable to fulfil your order. We will endeavour to find someone else who can produce your order to an equal standard and will refund you all monies already paid, including the booking fee. However, this cannot be guaranteed. The Paradise Cake Company's liability will be limited to the full cost of purchase, and we will not accept responsibility for any consequential loss.

## 6. POSTPONEMENT POLICY

6.1 For the avoidance of all doubt, if your event is postponed this will be treated as a cancellation. The Paradise Cake Company 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 Should you have any swatches of ribbon or material; this can be helpful to The Paradise Cake Company 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, so if a specific colour is vital, this must be communicated to The Paradise Cake Company at the time of ordering. We can only do our best to get it as close as possible.

7.2 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 The Paradise Cake Company is 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 where requested. At The Paradise Cake Company 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. The Paradise Cake Company will not assume any liability for adverse reactions to our products.

The following ingredients are used in our kitchen:

- Milk and other dairy products
- Soya
- Eggs
- Nuts: pecans, walnuts, almonds, cashews, coconut
- Peanuts
- Wheat & gluten
- Sulphites (from dried fruit)

Please note that some food colourings may have an effect on behaviour in children.

9.2 The Paradise Cake Company will discuss any dietary requirements, allergies and intolerances with you at the time you place your order. It is your obligation to inform The Paradise Cake Company of any such special requirements. Allergy information will be provided in writing upon collection / delivery of your cake.

## 10. HIRING OF EQUIPMENT

10.1 The Paradise Cake Company requires a refundable deposit ("the hire deposit") for the hire of cakes stands and equipment. The hire deposit will normally be [£50.00] but if The Paradise Cake Company requires a different amount this will be discussed with you at the time you place your order. This is in addition to the agreed hire fee.

10.2 The hire deposit will be held for a period of time discussed with you when placing your order.

10.3 All information regarding the hire deposit will be stated on the order form including the return date.

10.4 The hire deposit will be refunded in full when the item(s) / equipment is returned in the condition it was hired out, and within the stipulated time period.

10.5 If the item(s) / equipment hired out is lost, returned damaged, or returned late by you The Paradise Cake Company will retain your full deposit for the item/items to cover the cost of replacing it/them.

10.6 For the avoidance of doubt you will become responsible for any hired equipment once that equipment has been delivered or collected.

## 11. IMAGES

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

11.2 Should you kindly share any photos of your cake with us, we 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, The Paradise Cake Company request that you 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 The Paradise Cake Company's liability will be limited to the full cost of purchase, and we will not accept responsibility for any consequential loss.

