

CAKES *by Kirsten*

Celebration Cake & Cupcake Terms & Conditions

All sales made by Cakes by Kirsten are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to contact me on hello@cakesbykirsten.com

1. Booking Process

- 1.1. For celebration cakes or cupcakes, the design process will be done over email or phone.
- 1.2. Ideas for the cake design can be sent to me when booking, but the final design will be subject to my own creative process as I prefer to create original designs, rather than directly copy an existing design.
- 1.3. You can call me or email me if you need to discuss any aspects of your cake before making a booking. Bookings can also be made over the phone or by email.
- 1.4. Please advise me of any allergies or specific dietary requirements when booking your cake.
- 1.5. Please note, that for 2024 I have a £70 minimum order for celebration cakes. For dates further ahead than 2024 the minimum order value is subject to change.

2. Booking Fees

- 2.1. All celebration cake orders require a non-refundable booking fee of £30. For cake orders with less than 2 weeks notice the full cost of the cake must be paid at time of booking.
- 2.2. All booking fees must be paid within 2 days of the booking form being sent; dates cannot be held open without the booking fee. After 2 days, if no fee has been received then the event date will be released and another booking may be taken, which may mean I am no longer able to accommodate you.
- 2.3. All orders are only confirmed when the booking fee has been paid. Please note that all booking fees are non-refundable as they secure your date in our diary and are only transferrable in certain circumstances. See 'Section 14'.
- 2.4. Cupcakes require full payment at the time of booking.

3. Payment Schedule

- 3.1. The final payment is due 7 days before your event. The due date will clearly be stated on the bottom of the booking form and a reminder will be sent a week before the final balance is due. This is then non-refundable in the event of a cancellation.
- 3.2. If the final payment is not received 2 days before your event, then I have the right to cancel your booking. The booking fee paid to secure your date is then non-refundable and non-transferable and I may no longer be able to accommodate your booking.
- 3.3. Unfortunately, I do not offer the option to pay in installments or by credit or debit card. All payments are to be made by BACS transfer.

4. Cake and Cupcake Details

- 4.1. Once the booking invoice has been sent, please review all the details carefully especially on the invoice; cake tier sizes, flavour choices, spellings of names, allergen information, delivery time (if applicable) and contact numbers – please advise me of any changes as soon as possible.
- 4.2. The cake/ cupcakes will be made according to the detail on the invoice or messages and therefore it is imperative that all details are checked carefully. Any errors not picked up on before the cake/ cupcakes is made, will not be considered to be my error.
- 4.3. Any personalised decorative elements such as cake toppers, printed icing or cake charms, will be ordered as per the details on the invoice so please check all name spellings and numbers carefully.
- 4.4. Toppers are not refundable and may incur a charge for changes.

5. Alterations To Orders

- 5.1. I am happy to make alterations to your cake or cupcake design order up to 3 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 3 weeks of the event cannot always be guaranteed.
- 5.2. Changes to designs or further discussion may be subject to an additional cost at £40 per hour. This will be discussed with you when making the changes. I reserve the right to increase a quoted price in the event you request a variation to the work agreed.
- 5.3. If you have made changes, please take the time to check carefully the correspondence which will be sent with the amendments and let me know by return if any changes are needed. See section 4.

6. Collection of Celebration Cakes and Cupcakes

- 6.1. Your order may be collected at a pre-arranged time. However, not all cakes are available for collection; it depends on the design and size of the cake.
- 6.2. Cakes that are collected by the customer are always boxed for transportation. Please keep the AC on and store cakes in the fridge. I do not take any responsibility for any damage that may occur to the cake once it has left mine.
- 6.3. Cakes MUST be stored in a fridge and placed out up to one hour before.
- 6.4. Cakes should not be left at room temperature for extended periods of time.
- 6.5. Cupcakes should be kept in a cool environment.
- 6.6. I cannot take responsibility of the cake if a venue does not follow the instructions.
- 6.7. I advise cakes/ cupcakes to be placed on a level, steady surface for transport e.g. in the passenger footwell of your car. I am happy to place the cake safely in the car for you if required. Please have the AC on.
- 6.8. The cake or cupcakes should not be placed in front of direct sunlight or heat.
- 6.9. You must adhere to the collection time slot that has been prearranged. If you do not collect the cake when agreed, it will only be available to collect later at a time that is suitable for me. Failure to turn up for the collection at the agreed time may result in you not being able to have the cake on the day that was arranged.
- 6.10. Any changes to the pre-agreed collection time must be confirmed in writing at least 48 hours before collection and cannot be guaranteed.

7. Delivery Of Celebration Cakes

- 7.1. Delivery is sometimes available for celebration cakes. If delivery is agreed I will deliver your cake to your venue or home at a pre-arranged time. This time will be stated on the invoice or via message, and if delivery is to a venue, I will advise the venue in advance of my arrival time.
- 7.2. If the delivery time needs to be changed, please advise me as soon as possible but at least 48 hours in advance – depending on other orders on the day of delivery, I cannot always guarantee a change of delivery time will be possible.
- 7.3. Delivery is charged at £30 minimum charge then calculated per mile after this. Sunday or bank holiday deliveries may be subject to a surcharge.
- 7.4. The delivery charge includes handing over your cake to the venue.
- 7.5. The delivery charge does not include cake set up or display.
- 7.6. It would be very rare, but on the event day I may be faced with a ‘force majeure’ e.g. severe weather conditions, public unrest, or other unexpected events that may make delivery impossible. You can be assured that I would always do my best to deliver as prearranged, but some circumstances would be out of my reasonable control. In this case, you would have to arrange to collect the cake.

8. Pre-arranged cake setup

- 8.1. Setting up your cake at the venue must be pre-arranged.
- 8.2. If fresh flowers are being added at the venue, additional charges may apply.
- 8.3. I only add flowers myself to my cakes. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design. (This will all be written on your booking form if you are having fresh flowers on your cake).
- 8.4. It is your responsibility to ensure you have given me the correct delivery information and delivery time. This will be on your booking form or via message so please check it carefully.
- 8.5. It is your responsibility to ensure you have provided me with the set-up details and location of the cake at the venue (if applicable). I cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by guests.
- 8.6. I reserve the right to change the location of the cake at the venue if I feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day
- 8.7. I will not add anything to the cake that has not been pre-arranged.
- 8.8. I reserve the right not to use a cake stand provided by the venue or yourself if I feel it will not hold the weight of the cake. I have a wide selection of suitable cake stands available to hire if you so wish. Please contact me to discuss this.
- 8.9. I will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.
- 8.10. Once leaving I no longer take responsibility of the cake and the venue will have signed a disclaimer.

9. Non-Edible Elements

- 9.1. Sometimes the cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. I will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to you/the venue.
- 9.2. As I will not personally be cutting the cake, I cannot accept any responsibility for any non-edible elements not removed prior to serving. I will give you/the venue written information concerning any non-edible elements that need to be removed.

10. Shelf Life

- 10.1. I recommend my cakes or cupcakes be eaten within 2-3 days of the event for them to be enjoyed at their best, and are best stored in a sealed container IN the fridge.

11. Allergens & Special Dietary Requirements

- 11.1. All allergies and special dietary requirements should be conveyed to Cakes by Kirsten when ordering a cake or cupcakes. It is the customer's responsibility to make me aware of any special dietary requirements that need to be accommodated in the making of the cake/ cupcakes.
- 11.2. Unless otherwise stated, all cakes and cupcakes contain; gluten, butter and eggs and are made in an environment that handles; nuts, soya, and alcohol.
- 11.3. I would recommend anyone with a severe nut; dairy or gluten intolerance does not eat my cakes or cupcakes.
- 11.4. I will provide full allergen information with the cake/ cupcakes upon collection/delivery and the cake box will have an allergen label attached.
- 11.5. The allergen list can only be requested for by the customer and will be handed over at the time of collection/delivery.
- 11.6. Please allow 3 days from request for a list of ingredients including allergens prior to collection.
- 11.7. Cakes by Kirsten accepts no liability for customers suffering allergic reactions from eating my cakes/ cupcakes.

12. Publication & Promotional Rights

- 12.1. The company, Cakes by Kirsten is the sole designer and owner of the final cake design. All rights in any original designs created and designed by the company shall remain the exclusive property of the company.
- 12.2. From time to time our designs are published in the media e.g., wedding magazines, websites, and blogs. I reserve the right to use any image of a customer's cake made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company.
- 12.3. The customer has no ownership rights over any cake or cupake design. Exclusivity of cake designs between my customer is not guaranteed unless the customer commissions an exclusive design.

13. Commissioning a Cake That Is Similar To Another Design

- 13.1. If you request a cake that is not my original design, I will seek the permission of the original designer to recreate it. This cannot be guaranteed.
- 13.2. If you wish to have me recreate someone else's design, I would prefer not to directly copy it, but to use it as a basis to design your cake around so that it is unique to you.

14. Cancellations/Refunds

- 14.1. The booking fee is non-refundable and non-transferable in the event of cancellation.
- 14.2. Cancellations from the date of booking until 21 days before the event will forfeit the booking fee.
- 14.3. Cancellations with less than 14 days notice are subject to full payment. If this has not already been paid then the final balance will be immediately payable upon cancellation. This final payment is non-refundable in the event of cancellation.
- 14.4. There may be a rare occasion when Cakes by Kirsten needs to cancel an order due to exceptional circumstances beyond my control*. In this case, as much notice as possible of the cancellation will be given and any monies paid, including deposits will be refunded. If required, I will also assist in finding a replacement baker of the same high standard to make your cake for you.

*This does not include a force majeure that may occur on the event day. See 'Section 7.6'.

15. Change Of Event Date

- 15.1. If you need to change your booking date, please let me know as soon as possible. Any changes are subject to availability and are not guaranteed.
- 15.2. If I can change your booking date, provided it is within 3 months from the day you request the change, the booking fee will be transferred to the new date.
- 15.3. If you are moving to a date further ahead than 3 months but within 12 months from the day you request the change, a new booking fee of £30 will be payable to secure the new date. The first booking fee will also be deducted off the final cost.
- 15.4. If you are moving to a date further ahead than 12 months from the day you request the change, it will be treated as a cancellation and a new booking fee of £30 will be payable. The original booking fee will be non-refundable*.
- 15.5. If you are moving your booking to a date I am unavailable for, unfortunately the booking fee will be non-refundable* as this covers work already completed (this may include but is not limited to: phone calls, emails, completing and sending forms, and it is also highly likely that I will have turned down other work for your original date).

*If I am subsequently able to fill the original date with a new booking, I will refund the first booking fee or deduct it off the final balance of your cake.

16. Complaints

- 16.1. In the unlikely event there is an issue with your cake or cupcakes, it must be brought to my attention within 48 hours of the cake being delivered so I can be given the opportunity to assess the nature of the problem. I would take any complaints very seriously.
- 16.2. If the complaint is regarding the quality of the cake or cupcakes, I may ask for the cake or the remainder of the cake to be returned to use within 48 hours of delivery for inspection.

- 16.3. If the complaint is regarding the design of the cake or cupcakes, but was made according to the booking consultation which has been checked and approved, I cannot be held responsible for any errors not picked up by the customer.
- 16.4. For any complaints I can only deal with the person who booked the cake or cupcakes originally.
- 16.5. You must give me an opportunity to resolve the issue and agree not to post any defamatory comments or pictures on online forums or social media channels before discussing the situation with me and allowing me reasonable time to provide a satisfactory solution.
- 16.6. Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media at any point in the future. If this happens, I may seek to take legal action against you.

17. COVID 19 Restrictions

- 17.1. If your booking has to be amended due to COVID 19 restrictions, I will try my best to be accommodating and flexible.
- 17.2. If you need to postpone your booking because your event date falls under a period of Government restrictions for COVID 19, e.g., a national lockdown or Tier 3 / Tier 4 restrictions then as long as I am free on your new date, I will move the deposit paid across to the new date for you subject to the conditions below.
- 17.3. If I can change your event date, provided it is within 6 months from the day you request the date change, the booking fee will be transferred to the new date.
- 17.4. If I am not able to accommodate your date change request, the original booking fee will be refunded. This is only when the event can no longer go ahead because of COVID restrictions.
- 17.5. If you are moving to a date further ahead than 6 months from the day you request the date change, a new booking fee of £30 will be payable on top of the original booking fee but both booking fees will come off the final cost.
- 17.6. If you decide to cancel your event as you are worried about future COVID 19 restrictions, but restrictions are **not** currently in place for your event date, it will be treated as a standard cancellation. See Section 13.
- 17.7. Any subsequent voluntary cancellation will be subject to the payment terms outlined in Section 3 ‘

I reserve the right to revise and amend these terms and conditions. However, you will only be subject to the terms and conditions in force at the time you place your order with me. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you

By paying your booking fee, you are agreeing to these terms and conditions so please read them carefully.



CARE GUIDE

WHEN YOU PICK UP YOUR CAKE, MAKE SURE YOU CARRY THE BOX FROM THE BOTTOM ONLY. NEVER CARRY FROM THE TOP OR SIDES AS THIS WILL DAMAGE YOUR CAKE.

BEFORE YOU ARRIVE, MAKE SURE YOUR AIR CONDITIONING IS TURNED ON AND REMAINS ON DURING TRANSPORTATION.



THE SAFEST PLACE FOR YOUR CAKE IS IN THE PASSENGER SIDE FOOTWELL AS THIS IS FLAT AND WILL AVOID ANY MOVEMENT. MAKE SURE YOUR PASSENGER SEAT IS PUSHED ALL THE WAY BACK IF YOU HAVE SOMEONE WITH YOU.

PLEASE TRY TO DRIVE CAREFULLY. PLEASE AVOID SUDDEN STOPS, TURNS AND BUMPS ON THE ROAD. MAKE SURE YOUR CAKE IS LEVEL AT ALL TIMES DURING TRANSPORT.



ONCE HOME, MAKE SURE YOU STORE YOUR CAKE IN THE BOX IN THE REFRIGERATOR.

KEEP AWAY FROM DIRECT SUNLIGHT AND HEAT WHEN OUT ON DISPLAY.

WHEN YOU WANT TO SERVE YOUR CAKE, MAKE SURE YOU TAKE IT OUT 1 HOUR MAX BEFORE. DEPENDING ON THE TEMPERATURE, CAKES WILL LAST AROUND 30-45 MINUTES BEFORE THEY START TO MELT.



REMOVE ALL CAKE DECORATIONS BEFORE CUTTING. LEFTOVER CAKE CAN BE WRAPPED IN CLING FILM AND STORED IN A FRIDGE FOR 2-3 DAYS.

ONCE CAKES HAVE BEEN COLLECTED/DELIVERED, CAKES BY KIRSTEN CANNOT BE HELD RESPONSIBLE FOR THE SAFETY AND CARE. IT IS THE RESPONSIBILITY OF THE VENUE TO KEEP THE CAKE IN THE FRIDGE

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CAKE CUTTING GUIDE



STEP ONE

REMOVE DECORATIONS BEFORE CUTTING. HOLD A CHOPPING BOARD AGAINST YOUR CAKE TO SUPPORT YOUR CAKE WHILST YOU CUT.

STEP TWO

USE A SHARP KNIFE AND SLICE DOWN THE SIDE OF THE CAKE. LOWER THE CAKE AND BOARD TOGETHER AS SHOWN, THEN CUT LENGTHWAYS.

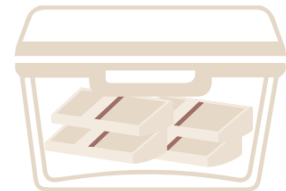


STEP THREE

CUT THE CAKE SLICES ONCE AGAIN TO YOUR DESIRED SERVING SIZE.

STEP FOUR

DON'T FORGET TO WRAP THE REMAINING CAKE TO KEEP IT FRESH AND ENJOY LATER!



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Cake Handover

On collection of your cake, I will ask you to sign this handover form which I will provide at the time.

- The cake/ cupcakes **contain gluten, wheat & dairy** & therefore are **not** suitable for any guest with allergies. All my luxury cakes are created in a kitchen which contains allergens.
- It is the customer's responsibility to advise guests that the cake is **not suitable** for anyone suffering from **any allergies** or **cross contaminate allergies**.
- Once responsibility has been handed over to the customer, it is solely the customer's responsibility to ensure that the cake (or cupcakes) is kept as cool as possible, not in direct sunlight or any other heat source, room temperature for more than 1 hour & air con kept on at all times.
- Celebration cakes should be kept refrigerated until an hour before.
- Where air con is not available, good ventilation is paramount.
- With today's modern designs & styles, it is **unrealistic** to expect cake designs to be displayed for 6hrs+, especially in the Summer months.
- I understand all decorations must be removed and have been informed of all the decorations such as toppers, decorations and attachments such as wire, which has to be removed as described on the allergen and information leaflet provided with the cake.
- I understand that dried or artificial flowers or ball decorations must be removed from the cake if there are candles or sparklers being lit as the flowers are flammable.
- **Cakes by Kirsten accepts no liability for any issues occurring to this cake once it has been handed over to the customer.**
- Portion sizes of cakes are in accordance to my cutting guide & the cake must be cut as per guidance.
- By signing, you are happy with the cake/cupcakes you have received and the final design.

By signing I accept responsibility for the above

_____ (customer's signature) Date: / /