

CAKES *by Kirsten*

Celebration Cake 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, 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'.

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 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 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 the before the cake 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 design and 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 cake 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

- 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. I will provide full instructions on the care and handling of your cake. I do not take any responsibility for any damage that may occur to the cake once it has left mine.
- 6.3. I advise cakes 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. The cake should then be stored in the box at room temperature and out of direct sunlight.
- 6.4. 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.
- 6.5. 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. 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 yourself.

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 charge 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 also 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.
- 8.8. I will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.

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 be eaten within 3 days of the event for them to be enjoyed at their best.

11. Allergens & Special Dietary Requirements

- 11.1. All allergies and special dietary requirements should be conveyed to Cakes by Kirsten when ordering a cake. 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.
- 11.2. Unless otherwise stated, all cakes 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.
- 11.4. I will provide full allergen information with the cake upon collection/delivery.
- 11.5. Cakes by Kirsten accepts no liability for customers suffering allergic reactions from eating my cakes.

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 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, 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, 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, but the cake 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 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 cake 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.