# **Cake Terms & Conditions**

Full terms and conditions for The Cake Eating Co. are detailed below. By paying your booking it will be deemed that the terms are understood and accepted as applying to your order.

### **Payment Conditions Prices:**

All prices are non-negotiable, and priced according to your exact design and size of your cake. We do not 'price match', as our prices are based upon our high standard of work and quality of ingredients used. Following your consultation/enquiry, your quote is valid for 1 week, paying your deposit (see below) secures this price & prevents any further price increases, except in exceptional circumstances beyond our control eg. Exceptional fuel price increases, flower price increase, etc.

Please note a 25% deposit is required for all custom cakes and cakes from our party range if ordering in store or via email.

#### **Cancellations:**

All cancellations are subject to the owners approval. Any cancellations made within a two week time frame of the booked date will not be refundable. Any cancellations made with more advance notice will be offered store credit.

Our cancellations are strict. Due to the nature of our products perishable items will already have been ordered, and production on some parts of the products may have taken place within this time frame.

If the cake order is cancelled the 25% is non-refundable as these funds cover administrative costs and pre-ordering products.

### Covid- 19:

Due to the traffic light mandate we require covid passports in store, if you would prefer to organise a contactless pick-up a set time will need to be arranged directly with us.

Our policy for cancellations/rescheduling dates under the traffic light system is as follows:

If you reschedule more than 2 business days prior to your original booking date, we will do our best to accommodate your new date and you will not have to pay another deposit/booking fee.

If you need to reschedule within 2 business days of the original date, then we will also do our best to accommodate the new date and a 25% deposit/booking fee will need to be paid to lock in a new date if we are able to accommodate.

Please note: There may be additional fees if your new date is outside of our opening days/hours, and we may not be able to accommodate on dates that we are fully closed e.g., stat holidays.

If there is a new system e.g., lockdowns takeover the traffic light system we will reassess on a case-by-case basis.

# **Design Condition Alterations & Changes:**

It is your responsibility to read & check the quote thoroughly; any amendments should be made in writing. If requested, we will endeavour to adjust the design where possible, but sometimes this is not possible according to the nature of the request or amount of notice given. If the alteration affects the cost, or preparation work for the original design has already been undertaken, then your balance will be adjusted accordingly. Please warn us when you pay your deposit if you are undecided on the design. We reserve the right to change the design at any point if circumstances beyond our control and may compromise the quality of the finished cake Each cake is made individually by hand, so although every effort is made to ensure consistency, a small amount of variation may occur form the picture supplied.

# **Accepted Design:**

On pick up of the order you, or your designated party is shown the cake. Once the cake leaves the store we consider this agreement of the design elements of the cake ( style, colour, general decoration). No refunds due to these reasons will be accepted. If you have an issue with any of these elements then please notify us on pick up and we will re ice the cake.

#### **Refunds:**

Refunds due to the baking of the cake are subject to our bakers approval. Please note there is are no refunds offered if there is no cake left for us to check.

# **Allergies & Special Dietary Requirements Special Diets:**

Please discuss with us if any of your guests have special dietary requirements. Cakes can be made gluten free, egg free, alcohol free, without nuts by request. Please be aware that although these ingredients can be removed from the cakes, they are still used in our kitchens so we cannot guarantee that any of our cakes are completely free of all traces for people who are highly sensitive.

#### Non-Edible Items:

Most cakes contain small proportions of inedible items, it is the clients responsibility to ensure these are removed by your caterer before guests consumption eg. Support dowels in tiered cakes, ribbon, wires in sugar flowers, crystals, flower picks & flower tape (where fresh flowers are used). Some flowers (eg. Ivy) are poisonous and not suitable for use on food products. If you are adding your own flowers, or any other decoration to your cake then we can no longer guarantee the safety and hygiene of the cake and are no longer responsible for it.

#### **Delivery Conditions:**

When booking a delivery you accept that your goods leave our kitchen in perfect condition. They are packaged securely before leaving, but can move about while with the courier. All of our products are considered perishable goods and therefore not covered by our courier company in the instance of being damaged (unless the driver is deemed

responsible).

When booking the delivery time please make sure that someone will be home to accept it. If the address is behind a security gate please ensure that there is a contact number with your order. If no one is there then our courier will leave your order in a safe space. If there is no safe space, or the courier is unable to access the property and the cake is returned to us it can be collected from our shop. Any secondary delivery costs will be incurred at the customers expense.

If the delivery is during summer then please make sure there is someone at the address. Our products are perishable goods and can be damaged easily by the heat. No refund will be given if a product is damaged as a result of this.

If you require your order before midday we recommend getting the order delivered the day before as our couriers cannot guarantee an exact time. All our products can be stored overnight in the refrigerator.

For nationwide orders please ensure a note is left at checkout if there are any specifics regarding the location you would like the package to be left e.g. in a shaded area. We cannot guarantee the date that the packages will arrive as it is reliant on a 3rd party courier system. The standard lead time is 2-3 business days.

We will not provide refunds for any late, missing, or damaged delivery orders. Please order these products are your own risk.

# **Storage & Consumption Damage:**

Please remember that cake decorations are very delicate items, and we cannot accept responsibility for damage that is done to the cake after it has left our possession. This includes any decoration implemented by your florist. If any damage is rendered to the cake after it has left our possession, then you can advise us and request a repair, which will be costed accordingly, including transport costs if appropriate.

# **Portion Guide:**

Our portion guides are intended as a guide only and are based upon 2.5x2.5 cm cubes. This will vary according to how the caterer cuts the cake.

## **Best Before Date:**

Your cake is baked to ensure it is fresh for the date of your event. After this date, we advise cakes are frozen asap to ensure it's condition is retained or consumed more than 48 hours (or date of pick up if required earlier) after the event provided refrigeration. Our cakes are made entirely of natural ingredients, so we'd like to remind you that because of this they will not have the extended shelf life of most supermarket cakes, which contain additives & preservatives. Freezing the cake however, preserves the taste of the cake & icing as much as feasibly possible, but please bear in mind that it will affect the visual appearance of the icing, as condensation will form upon defrosting. Food hygiene recommendations recommend that food should only be frozen for a maximum of 3 months

### **Publication and use of images**

Each cake or product made may be photographed. These images are the property of The Cake Eating Company we reserve the right to use these images on our website and social media sites without prior approval.

## **Force Majeure**

In any event such as natural disaster, pandemic, or large scale situation beyond our control refunds will not be provided.

#### **Consumer Guarantees Act**

As defined by the Consumer Guarantees Act you are protected by this act. Acceptance of these conditions does not affect your statutory rights as a consumer. If you have any questions about these terms and conditions please contact us. If you become aware of any changes to plans please keep us informed as soon as possible. If you send an email and have not received a response please re send it or call us. We pride ourselves on our personal yet professional service. Thank you for using our services.

Any refunds given are given in accordance with the above information, and are given in store credit only.