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# Terms and Conditions

Please read these terms and conditions carefully before ordering. You should keep a copy of these terms and conditions for your future reference.

**INFORMATION ABOUT US**

www.theprettycakecompany.com is a site operated by The Pretty Cake Company, (“we”, “us”, or “our”). Our business address is The Pretty Cake Company, Lovedale, 38 Upper Crescent, Minster Lovell, Oxon, OX29 0RT.

**ORDERING**

On placing an order, you will receive a booking form from us acknowledging that we have received your order, outlining the details of the order and requesting payment of your non-refundable booking fee (25% of the cost of the order with a minimum of £100). If you have paid less than 25% of the eventual final order cost, then upon issuing the final order form, you may be asked to pay an additional payment to make up to the non-refundable 25% value. This is also non-refundable. Orders will not be classed as confirmed until the booking fee has been received and funds have cleared. Once your booking fee has been received you are in a legally binding contract with The Pretty Cake Company. Booking fees will be deductible from your final balance. Please note all booking fees are non-refundable and non-transferable.

All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail. We will request that you sign your booking form agreeing that the details of the order are correct and also request that you sign a copy of these Terms and Conditions. Any payment made to The Pretty Cake Company is also an acceptance of these Terms and Conditions.

**PRICE AND PAYMENT**

If the client provides adequate information such as size, flavour and decoration at the time of placing an order, then an estimated price of the cake will be quoted at the time that your order is accepted (except in cases of obvious error). Please note that there is a minimum spend of £600 (excluding delivery and cake stand hire). Delivery and any additional set-up costs will also be stated. Clients are still able to reserve their date without any design specifications at the time of booking. A detailed order confirmation will follow upon consultation which will state in full the specification of the order. No VAT is payable on cakes. The detailed order form will specify the final balance and payment details. No further payment reminders will be sent, and it is the responsibility of the client to ensure that payment is on time. For all orders, full payment is due at least four weeks before the agreed delivery date. All payments should be made by bank transfer to:

* **Bank: Lloyds**
* **Sort code:30-99-78**
* **Account number: 00039806**
* **Account name: Tempest Mrs SL T/A The Pretty Cake Company**

The balance must be paid no later than the date set out in the order confirmation by bank transfer (BACS payment) to the above account. Late payments will incur a £25 charge.

If payment is not received by the date specified this shall be constituted as breach of contract by the client. We reserve the right to put the order on hold until payment is made in full. When payment is late, we accept no responsibility should we be unable to purchase the required materials and ingredients as detailed in the order confirmation, nor do we accept responsibility should there be inadequate time to complete the order in its entirety.

Prices are liable to change at any time, but any changes will not affect orders which we have already accepted.

**DESIGNS AND SPECIFICATIONS**

Preliminary designs and specifications will be agreed with you in writing upon acceptance of your order.

Whilst we will do our best to meet your requirements, please note that designs may vary slightly from those agreed and exact colour matches cannot be guaranteed.

We warrant that on delivery or collection, the cake shall conform to the description as set out in the order confirmation, be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. We will not be held responsible for customer disappointment of the design or the interpretation of the cake, as long as it is made in line with the customers pre agreed requirements set out in the order confirmation and will face no consequent liability. It’s the customers responsibility to ensure that all details within the order confirmation are correct and meet their exact requirements.

The warranty does not apply to any defect in the cake arising from willful damage, accident, negligence by you or any third party, if you use the cake in a way we do not recommend, your failure to follow our instructions or any alterations you carry out.

Fresh Flowers are not included in the price of any wedding cake design, please order extra flowers for your cake with your florist, ensuring that they are food contact safe and suitable for cake decoration. Ask your florist for advice regarding toxicity as we are not qualified in this area. We cannot be liable for any contamination to our food product that may arise from their misuse. We recommend that your florist liaise directly with us to confirm detail about the size and decoration of the cake being dressed to avoid miscommunication.

Occasionally certain materials that we use in the production of our cakes, may become obsolete. We will do our best to select replacement ingredients or materials and will use our best judgement to reflect the original design. We reserve the right to replace items with component parts of equal or better quality without consultation.

Any samples, order forms, drawings or descriptions we issue, and any descriptions or illustrations contained on our website are issued solely to provide you with an approximate idea of the cakes they describe and remain the property of The Pretty Cake Company.

All designs and intellectual property rights remain the property of The Pretty Cake Company.

We reserve the right to use images of your cake for any form of advertising, including web-based promotions, galleries, brochures and competitions.

**CAKE DESIGN CONSULTATION SERVICE**

If you would like to take advantage of our cake design service, we will be happy to discuss your requirements with a consultation either in person at our business address or by phone. and provide a quote based upon the discussions of that meeting. A quote for a bespoke wedding cake will lapse if it is not accepted by you within 14 days. The cost for cake consultations for clients who have not already paid a deposit, is £50.

**DIETARY REQUIREMENTS AND FOOD ALLERGIES**

We can accommodate some special dietary requirements however please note that all our cakes are produced in a domestic environment where nuts, nut products, wheat, gluten, eggs and dairy products are present. Every effort will be made to eliminate the risk of cross contamination; however, this cannot be guaranteed. Should you be aware of any guest with a food allergy, it is your responsibility to inform the guest of this risk and The Pretty Cake Company cannot be held liable for any ill-effects. The venue will be given a handover sheet on delivery with a list of all allergens.

**YOUR WEDDING CAKE**

We are unable to provide a wedding cake if other cakes, cupcakes, cookies, cake pops, and dessert table items are being provided by another baker as it could invalidate our public liability insurance. We have a reputation to uphold of providing beautiful and delicious cakes from our registered kitchen and it would be wrong for any guest to assume that another bakers’ cakes, were ours. We reserve the right to remove our cake from your venue and retain payment for the cake, if any other cakes or sweet treats are served at your event. This does not include your dessert from your caterer/venue. If you wish to serve additional items to the cake, then please discuss that with us as we can supply alternatives.

**SET-UP, DELIVERY AND COLLECTION**

Delivery will be subject to a delivery charge (45p/mile including the return journey). We will deliver and set-up your cake at the venue notified to us in your order, or to such other place that has been agreed with us in writing. We offer a free set-up service, however only when the order is entirely the work of The Pretty Cake Company. In certain cases (e.g. the arrangement of fresh flowers) a set-up charge may apply but we regret we are unable to handle the edible produce from any other company.

Please let us know if you wish to collect your cake from our business address, so that we can arrange for it to be packaged securely and be ready for you to take away. We accept no responsibility for any damage sustained to the cake after it has left our premises. You will be asked to sign a confirmation form prior to leaving with the cake.

When delivering to a venue, we will contact the venue in the week preceding the wedding so to arrange a mutually convenient time to deliver the cake. A representative from your venue will be asked to sign a handover form upon delivery of the cake. Please note that we cannot be held liable for any damage made to the cake after this time, for example due to inadequate placing or storage after delivery. It is recommended that wedding cakes are not moved from the position in which they are set up. We are not liable for any damage that may occur as a result of moving a cake, once set up.

Cake stands hired by the client should be returned within 2 days of the event (unless specified differently). The Pretty Cake Company can collect the stand after the event but that will be

subject to a pre-arranged collection charge (minimum £20). If the cake stand is damages or lost then the client will be invoiced for a replacement.

**CAKE STORAGE AND SERVING ADVICE**

In order to keep your cake in a perfect condition it must be stored out of sunlight, at room temperature, on a sturdy and supportive surface and out of reach of children and pets. Unless notified otherwise, the cakes should not be refrigerated prior to cutting or serving. Stacked cakes will be supported by dowel rods which should be carefully removed prior to serving. Some elements of your cake may not be edible i.e. diamante trimming, crystal decorations, floristry wires, polystyrene dummies and polystyrene flower cone centres. These elements will be highlighted to your venue on their handover sheet. It is your sole responsibility to ensure that the venue understands that all inedible items are to be removed from the cake prior to serving and we cannot accept any liability in that respect. It is also advisable to inform the persons responsible for cutting and serving the cake, the number of guests the cake is intended to serve. Cake sizes are calculated very carefully to ensure the overall size is adequate, therefore we cannot be held responsible for portion number errors upon serving. The cake is made for consumption on the date of the delivery. A handover sheet will be provided to the venue with any special information.

**CANCELLATION, POSTPONEMENT AND REFUNDS**

In the event of cancellation by the client, the charges are as follows:

* Cancellation any time up to 90 days prior to your date: Booking fee.
* Cancellation between 90 days to 4 weeks prior to the date: Booking fee plus 50% of the remaining cost.
* Cancellation with less than 4 weeks prior to the date: Booking fee plus 100% of the remaining cost.

All outstanding payments will become immediately due for payment upon cancellation.

Please note your non-refundable booking fee cannot be transferred to another order and any other payments made are not refundable.

You may amend your order up to 4 weeks prior to the event by providing us with written notice. A new order confirmation will be issued, detailing the changes and new cost. Alterations are not confirmed until a new order confirmation has been issued. Should you make any changes after that time, there will not be a reduction in the price you pay, even if your new design is cheaper than the original booking.

The Pretty Cake Company reserve the right to cancel any order at any time and will provide a full refund. We will refund any money due to you as soon as possible and, in any case, within 30 days using the same method of your original payment.

**OUR LIABILITY**

Our liability to you is strictly limited to the price of the cake and we cannot be held responsible for any indirect losses which may happen as a consequence of any breach by us of these terms however arising. However, this does not include or limit in any way our liability for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

**NOTICES**

All notices given by you to us must be given in writing to The Pretty Cake Company, Lovedale, 38 Upper Crescent, Minster Lovell, Oxon, OX29 0RT or at info@theprettycakecompany.com.

We may give notice to you at either the e-mail or postal address you provide to us when placing your order or alternatively by posting notices on our website. You agree to all methods of communication.

Notice will be deemed received and properly served immediately 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

**EVENTS OUTSIDE OUR CONTROL**

We cannot be liable, responsible or held accountable for any losses or failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any act, event, non-happening, omission, fire, flood, strike, riots, hostilities, disease, severe weather conditions, non-availability of materials or supplies, or accident beyond our reasonable control. These include those events that fall under the food hygiene regulations outlined by the Government and Food Standards Agency and any Government restrictions that may become enforced.

**PRIVACY POLICY**

The General Data Protection Regulations (GDPR) came into effect on 25th May 2018 and requires all businesses to issue a privacy statement to all clients and contacts regarding the data held about the individual.

1. **The Pretty Cake Company is a small business owned by sole trader Samantha Tempest.**
2. **Data Held**
	1. We hold personal contact information about customers who contact us either through the website contact form, meet us at venue open days, via consultation or via phone calls.
	2. Details include, name, address, telephone numbers and email addresses.
	3. Data is only held in order to provide the services undertaken by myself upon signed order form.
3. **What your data is used for?**
	1. Contact information is used for communication, order forms and record keeping.
	2. No data is shared unless there is a legal obligation to do so.
	3. All reasonable steps are taken to ensure your data is processed and stored securely.
	4. Personal information will be on a handwritten consultation sheet and then added to the electronic order form which is stored on a computer which is secured with a password.
4. **Individual rights to the data held.**
	1. If you would like to change or delete the information that I hold about you, or have any concerns about your data, then please contact me directly by email info@theprettycakecompany.com or by phone 07947472237
5. **How long is your data stored?**
	1. Data will not be stored any longer than is necessary for my legitimate purposes and legal obligations relating to my business and in accordance with GDPR guidelines.

**THIRD PARTY RIGHTS**

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

**ENTIRE AGREEMENT**

These Terms and Conditions, together with the order confirmation documents constitute the entire agreement and understanding between parties relating to the order. Except as may be expressly stated in this agreement, it supersedes and cancels all prior agreement, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that that in entering into this agreement it does not rely on any statement, representation, warranty or understanding made prior to this agreement save to the extent that such statement, warranty or understanding is incorporated into this agreement. Each of the parties acknowledges and agrees that in entering into this agreement it has not relied on (or has been induced to enter into this agreement by) any statement, representation, warranty or understanding made prior to this agreement. Nothing in this paragraph excludes any liability for fraudulent misrepresentation.

**INVALIDITY**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

**OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you place your order with us unless we notify you of a change to these terms and conditions and you do not reject the changes within 7 days of their notification.

**LAW AND JURISDICTION**

These terms and conditions will be governed by English law and any dispute arising from them shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

I agree to the above Terms and Conditions

Signed…………………………………………… Dated………………………

Updated 9th October 2023