



## **Cake and Dessert Table Contract Terms and Conditions**

### **Standard Terms of Sale**

These Terms, your Order confirmation and your Invoice are considered by us to set out the whole agreement between you and us for the sale of your cakes/ dessert table. It is your responsibility to check all the details in the Order confirmation and Invoice are complete and accurate as these are the details I will work towards to complete your order.

### **Basis of Sale**

All products will meet label description as closely as possible, some deviation to design may occur if Rachel Bakes believe the quality and design will be improved. (eg. Freeze dried raspberries sprinkled over all of the macaron shell vs on just one edge when being placed on a cake).

Cake sizes are quoted in inches and are based on the diameter of the cake. Each cake layer, including the icing layer on top of cake layers, are 4-5 inches in height. Bespoke shaped cakes may result in larger thinner cakes, which can be discussed, designed and agreed during the design process and confirmed in the Order contract.

Guidance on serving sizes, either 'coffee' or 'dessert', are offered upon ordering. Rachel Bakes takes no responsibility if deviations from this guide occur during slicing at the event which result cake shortages. The customer agrees that these serving guides are an estimation and not guaranteed to be exact.

No contract is made with you until we have received deposit or full payment in some cases. Once your deposit or full payment is received you are in a legally binding contract with Rachel Bakes.

### **Cakes and Dessert Table Specifics**

We warrant that on delivery or collection your order matches 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 as set out in the Order Confirmation. If no specific decoration or design is specified for set menu items, original description as set out on the menu will be followed. It is the customers responsibility to ensure all details within the Order Confirmation are correct and meet their exact requirements.

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

All bakes are made in an environment where nuts, eggs, milk, gluten and other allergens are present. We cannot guarantee that any products are entirely nut-free although we make every effort to ensure that allergies are accommodated.

We cannot guarantee an exact replica of any cake or product, but we will do our best to make it so. Where colour pallets are provided, we will do our best to match as close as we deem possible. Exact colour matches are not guaranteed.

Fresh floristry flowers are not intended as edible when used to decorate and should be removed before cutting or consumption of any product. We will treat all flowers accordingly so as not to come directly into contact with any product however we cannot be liable for any contamination of our food products that may arise from their misuse, e.g not being properly removed before serving or consumption. If you prefer to source your flowers directly through a wedding florist we recommend that your florist liaise directly with us to confirm detail about the size of the cake being dressed to avoid any miscommunication.

From time to time certain materials for our products may become obsolete. This is totally out of our control; however, we will do our best to select replacement products to reflect the original design as closely as possible. We reserve the right to replace items with component parts of equal or better quality without consultation.

If your cake contains icing figures made from sugar paste, whilst edible, we do not advise that they be eaten, due to the possible presence of dowels for reinforcement.

Stacked cakes contain dowels in each tier to provide support and these should be removed before consumption.

Rachel Bakes product(s) are fresh containing no additives or preservatives and it is our right to assume consumption on the day requested. Storage information is provided on packaging or in Order Confirmation. After providing this information it is the customers responsibility to uphold themselves or guide the venue on this information. Fondant cakes should not be refrigerated.

Rachel Bakes and the customer expressly agree that the cakes and all goods purchased from Rachel Bakes remain the property of Rachel Bakes until paid for in full.

## **Delivery and Collection**

All orders collected from Rachel Bakes HQ have no delivery fee and collection time will be agreed upon order confirmation and must be adhered to. To change collection time or switch to delivery, arrangements must be agreed with Rachel Bakes uk at least 1 week prior to delivery date. There is no guarantee this request to change can be met.

If delivery is requested, date and time will be agreed and set out in the Order Confirmation. We do not offer specific delivery times but may suggest a time based on traffic volume as charges are worked out based on journey time. We will work to give you the best price for delivery. Rachel Bakes will always try to meet requested delivery times however the Company cannot accept liability for delays beyond our control.

If the delivery address changes after the order has been confirmed additional charges may be added to cover the extra journey time.

When delivering to a venue, we will ideally have confirmation from yourself of a convenient time to delivery however arrangements can be made for Rachel Bakes uk to liaise with the venue to work out a convenient time. If we set up the products at the venue we will take a photo of the product(s) before we leave to record the products are left in a good condition. Should the venue need to set up the product(s) themselves we shall explain how to handle the bakes and suggest how to display them. Once the products have been delivered, we are unable to accept any liability for any damages sustained to the product(s) thereafter not any failure to follow the instructions provided.

## **Price and Payment**

The price of the product(s) will be set out in your Order Confirmation. Orders under £50 will need to be paid in full on once Order is confirmed. Orders £50-£100 will require a 25% deposit and orders over £100 will require a 50% deposit. All orders placed within a week of delivery or collection date will need to be paid in full.

Deposits must be paid immediately to secure the Order which includes the £20 to hold the booking date. The remainder of the payment must be paid 1 week in advance of the delivery or collection date. The Order Contract and Invoice will detail exact cost breakdowns as well as the dates payments need to be made by. No further payment reminders will be sent, it is the responsibility of the client to ensure payment is on time.

Note all booking fees are non-refundable.

The balance must be paid and cleared no later than the date set out on the order confirmation by bank transfer to the account specific in the Invoice. Cash can be accepted by card payment is preferred.

If payment is not received by the specified date this shall be constituted as a breach in contract by the client. We reserve the right to hold the order until payment is made in full. When payment is late, we accept no responsibility should we be unable to purchase the required stock or equipment to make the product(s) as laid out in the Order Confirmation. In these circumstances, the product(s) will be made as close to the Order Confirmation as possible with no liability from Rachel Bakes.

### **Cancellation, postponement and alterations to order.**

In an event of a cancellation by yourselves, charges are as follows;

More than 1 week prior to date: booking fee only.

Less than 1 week prior to the date: full amount.

Any booking fees previously paid are non-refundable.

If an event is postponed, the payment due remains the same as a cancellation. Postponement is subject to our availability for a new date. If you postpone more than 1 week prior to the event the booking fee has been paid and the second payment, due 1 week before the event will be changed to 1 week prior to the new event date. If you postpone within 1 week of the event a full payment for the order will be required. Subject to availability we will carry any monies paid forward to the new event date.

During normal circumstances we will only postpone once. However due to **COVID**, we are flexible and understand this is an unpredictable time for everyone involved. Postponements may also be subject to an increase in costs, in line with the annual cost of inflation, dependant on the duration of the postponement.

You may, 7 days for celebration cakes and bespoke cupcakes and 2 weeks for dessert tables, more than 10 individual pieces and larger tiered celebration cakes, amend your order by providing us with written notice. In the case of alterations, a new Order Confirmation will be issued detailing the changes and the new cost. Alterations are not confirmed until a new Order Confirmation has been issued. Should you make any changes after the time scale stipulated above there will be no a reduction in the price you pay, even if your new design is cheaper than the original booking.

If for any reason you fail to collect your cake order, we reserve the right to take action to recover any balances outstanding.

Rachel Bakes uk reserves the right to cancel, vary or suspend the operation of this contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing): fire, floods, storm, plant breakdown,

strike, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside the control of Rachel Bakes, and Rachel Bakes shall not be liable for any breach of contract resulting from such an event. In this situation we will provide you with written notice and any booking fees paid are non-refundable and we refer to our cancellation policy. As such we advise you to purchase event insurance.

Rachel Bakes uk liability (both in contract and tort) in respect of defects in goods or services shall be limited to the issue of a credit note in respect thereof or granting a refund or other such compensatory measures as Rachel Bakes, at its discretion, considers appropriate in the circumstances and shall be limited to the value of the goods or services giving rise to the claim.

Rachel Bakes shall not under any circumstances be liable for the customer respect of indirect consequential loss or damage or loss of profits, provided always that these conditions do not exclude or restrict Rachel Bakes uk statutory liability for death or personal injury arising from any negligence on Rachel Bakes part or liability imposed by statutory implied terms in Consumer Contracts.

## **Complaints**

Complaints are very rare and due to the amount of work put into each individual product, we take them very seriously. Any issues must be brought to our attention within 48 hours of collection or delivery to give a fair opportunity to assess the nature of the complaint.

Both Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof and providing the other party with a prior opportunity to resolve any issues between the parties amicably.

Complaints regarding the decoration of celebration cake can be easily repaired so errors of this nature must be pointed out upon delivery/collection so as to give us the opportunity to correct them. Once payment has been handed over this confirms that decoration is as requested, and no further claims can be made. It is the client's responsibility to check the Order Confirmation meets with their requirements and raise any issues with us if there are any discrepancies.

Where the complaint is in regard to the quality of the product then the product must be returned to us as soon as possible and within 48 hours of collection/delivery to ensure that we are able to fairly assess the nature of the complaint.

Please note we can only deal with the client who placed the original order.

## **General Terms**

All designs and intellectual property rights remain the property of Rachel Bakes.

We reserve the right to use images of your cake or product(s) for any form of

advertising including web-based promotions, brochures, galleries, and competitions. It is advisable that you make a copy of all documentation received from Rachel Bakes for your own benefit.

This Agreement together with Order Confirmation documents provided constitutes the entire agreement and understanding between the parties relating to the order. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations, and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees 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, representation, 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.

In the event that anyone or more such provisions of this Agreement should be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions thereof which shall be construed as if such invalid or unenforceable provisions had not been inserted.

The parties agree to submit to the non-exclusive jurisdiction of the English courts.

Any headings utilised in this Agreement have been inserted for the convenience of reference only and should in no way restrict or otherwise affect the construction of the terms and conditions thereof.