

# Terms and Conditions



## Standard Trading

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These terms form the basis of the contract between our customer and Celine's Home Made Bakes. The terms, your order and order confirmation are considered by myself to set out the whole agreement between you and I for the sales of baked goods. It is your responsibility to check all details in the order confirmation are complete and accurate. This is the document that I work from when completing your order.

## Basis of Sales

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Any samples, drawings or descriptions I issue, and any descriptions or illustrations contained on my website and/or social media, are issued solely to provide you with an idea. They remain the property of Celine's Home Made Bakes.

Quotations are valid for 30 calendar days from the date of issue. Cake sizes are quoted in inches and are based on the diameter of the cake. Cakes are four inches deep minimum as standard.

No contract is made with you until I have received your booking fee (deposit). Once your booking fee has been received you are in a legally binding contract with Celine's Home Made Bakes.

## The Cakes and Small Bakes

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I warrant that on the delivery or collection of your order shall conform to their description as set out in the order confirmation. The order should be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. I 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. This is set out in the order confirmation and I will face no consequent liability. It is the customers responsibility to ensure all details within the order confirmation and sketches are correct, and meet their exact requirements.

The warranty does not apply to any defect in the cakes arising from wilful damage, accident, negligence by you or any third party. If you use the cake in a way I do not recommend, your failure to follow my instructions or any alterations you carry out.

My cakes are made in an environment where nuts, eggs, milk, gluten and other allergens are present. I cannot guarantee that any cake is entirely nut or gluten free, although I make every effort to ensure that allergens are accommodated.

I cannot guarantee an exact replica of any cake. Where colour swatches are provided I will do my best to match as close as I deem possible. Exact colour matches are not guaranteed.

Fresh flowers are not included in the price of any wedding cake design. If a wedding cake is to be dressed with fresh flowers, these are to be provided by your florist. Please note some flowers are not suitable for use as a cake decoration. Please ask your florist for details regarding toxicity. I cannot be liable for any contamination to my food product, that may arise from their misuse. I recommend that your florist liaise with myself directly, to confirm detail about the size of the cake being dressed to avoid any miscommunication.

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

The cake is a fresh product containing no additives or preservatives and it is my right to assume consumption on the day requested. Cakes should be stored in the box provided in a dry place, at room temperature, away from direct sunlight and sources of heat. They should NOT be refrigerated, unless told to do so in extreme heat.

Celine's Home Made Bakes and the consumer expressly agree that the cakes and small bakes purchased from Celine's Home Made Bakes, remain the property of Celine's Home Made Bakes until paid for in full.

## **Delivery and Collection**

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All orders may be collected free of charge from Celine's Home Made Bakes by prior arrangement. I accept no responsibility for any damage sustained to the cake once it has left the premises. Please note I strongly advise that any cake two tiers or more should be delivered by myself and not collected.

If delivery has been requested, I will deliver the order on the day set out in the order confirmation to the address provided.

When delivering to a wedding venue, I will contact the venue in advance to arrange a mutually convenient time for delivery. If I set up the wedding cake, I shall take a photograph of the cake before leaving. Should the venue need to set the cake up themselves I shall explain how the cake is to be displayed, where possible I will obtain a signature to verify I have done so. Once the cake has been delivered I am unable to accept liability for any damage sustained to the cake, thereafter any failure to follow the instructions provided.

If the cake is delivered with a stand, a security deposit will be payable with the final balance. The stand must be returned to myself in good, clean condition within 5 days of the wedding or event. Upon the return of the stand 50% of the deposit will be refunded.

## **Price and Payment**

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The price of your cake will be set out in your order confirmation. No VAT is payable on the cakes.

A £100 booking fee is required to secure a wedding cake order.

A booking fee of 50% of the grand total is required to secure a celebration cake order.

Full payment will need to be paid to secure a small bakes order, this includes: cupcakes, shortbread biscuits, cookies, selection boxes, samples and brownie boxes.

A detailed order confirmation will be issued detailing the final balance and payment details. No further payment reminders will be sent and it is the responsibility of the client to ensure payment is on time.

Please note all booking fees are non-refundable and non-transferable.

The balance must be paid in clear money, no later than the date set out in the order confirmation by bank transfer to the account specified.

If payment is not received by the date specified this shall be constituted as a breach of contract by the client. I reserve the right to hold the order until payment is made in full. When payment is late I accept no responsibility should I be unable to purchase the required stock or equipment, to make the cake laid out in the order confirmation. In these circumstances the cake will be made as close to the order confirmation as possible, with no redress or liability on Celine's Home Made Bakes.

## **Cancellation, Postponement and Alterations**

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In the event of a cancellation by you, charges are as follows;

### Wedding cake

More than ninety days notice prior to the date = booking fee only to pay.

Ninety to thirty days notice prior the the date = booking fee plus half the remaining cost must be paid.

Less than thirty days notice prior to date = full payment must be paid.

### Celebration cakes

More than seven days notice prior to date = booking fee only to pay.

Less than seven days notice prior to the date = full amount must be paid.

### Small bakes

More than four days notice prior to the date = booking fee only to pay.

Less than four days notice prior to the date = full amount must be paid.

In the event of a postponement, the payment due remains the same as a cancellation. Subject to the availability I will carry the money paid forward to the new date. Please be aware that I will only do this on one occasion. Any further postponements will be classed as a cancellation.

You may, prior to 6 weeks before the wedding day or 2 weeks before he celebration day, amend or cancel your order by providing us with written notice. In the case of alterations, a new order form 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 that time there will not be a reduction in the price you pay, even if your new design is cheaper than the original booking.

In the unlikely event that I need to cancel your order any money paid will be refunded. Celine's Home Made Bakes reserves the right to cancel, vary or suspend the operation of this contract if events occur which are out of both parties control. This includes without prejudice to the generality of the foregoing: fire, floods, storms, strike, riots,

pandemic, non-availability of materials or supplies or any other event outside the control of Celine's Home Made Bakes. Celine's Home Made Bakes shall not be liable for any breach of contract resulting from such an event.

## **Complaints**

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Complaints are very rare and due to the amount of work put into each individual cake, I take them very seriously. Any issues must be brought to my 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 the other party with a prior opportunity to resolve any issues between the parties.

Where the complaint is in regards to the quality of the cake then the cake, or remainder of the cake, must be returned to myself as soon as possible. It must be returned after cutting and within 48 hours of collection or delivery, to ensure that I am able to fairly assess the nature of the complaint.

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

## **General Terms**

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All designs and intellectual property rights remain the property of Celine's Home Made Bakes.

I reserve the right to use images of your cakes for any forms of advertising, including web-based promotions, brochures, galleries and competitions. It is advisable that you make a copy of all documentation received from Celine's Home Made Bakes for your own benefit.