

# Scrumptious Cakes

## Wedding Cakes: Terms & Conditions:

- 1. Entire Agreement:** This agreement contains the entire understanding between Scrumptious Cakes and The Wedding Client (Bride; Groom and Civil Partners). It replaces all prior agreements between the Parties. The only way to amend this agreement is to do so in writing, providing the document is signed and received within 3 months of the event date.
- 2. Pre-Event Consultation:** The parties agree to a preliminary consultation, either in person, by telephone or by e-mail before the event date in order to ascertain and confirm the design details and the prices to be charged. The consultation must take place at least 90 days before the event.
- 3. Wedding Cake Quote:** The Wedding Client will receive a quote for all items discussed. The quote shows costs pertaining to the cake but excluding delivery unless the exact distance is known at the time of the quote. Each design is individually calculated to provide the most accurate quote based on the cake content and the skilled time element involved in making each design.
- 4. Booking Fee:** A Booking Fee of £100 is to be paid within 10 days of the consultation and is required to secure the wedding date. The Booking Fee is applied towards the contracted wedding cake and is deducted from the final invoice. If the Booking Fee isn't received within 10 days the booking will be deemed cancelled and the date will be released back to the general public.
- 5. Reservation:** Upon receipt of the booking fee, Scrumptious Cakes will reserve the wedding date. The Booking Fee is non-refundable, even if the date is changed or the wedding cancelled for any reason, including acts of God, fire strike and/or extreme weather.
- 6. Hiring of Additional Items:** If additional items are being hired from Scrumptious Cakes such as stands, bases and separators a hire form will need to be filled out and a security deposit submitted. Deposits are payable by individual cheque only (do not include this fee with the booking fee or invoice payment). The deposit cheque will be banked and deductions taken to replace any damaged or loss of stock and The Wedding Client will be invoiced directly for any additional costs, for payment to Scrumptious Cakes. Payment will be expected within 10 days. If there are no breakages, loss or theft of products hired the deposit cheque will be cancelled and returned.
- 7. Transport Boxes:** Transport Boxes cost £15.00 and are specially made to contain the height and weight of the wedding cakes and are required, without exception, for all Wedding Cake orders being collected by The Wedding Client and not being delivered by Scrumptious Cakes.
- 8. Balance of Payment:** The Balance of Payment is due 4 weeks prior to the wedding date. It is The Wedding Clients responsibility to provide the final payment within the agreed time. A reminder will not be sent. Late payment fees will be applied and if the final balance has not been paid within the agreed time limit the booking will be deemed to have been cancelled.
- 9. Delivery:** Scrumptious Cakes will provide delivery of all ordered items. Scrumptious Cakes are not responsible for incorrect delivery times or locations given to us by The Wedding Client. Delivery charges vary according to mileage and distance of the delivery location.
- 10. Set-up Time:** Scrumptious Cakes require at least one hour setting up all ordered items. This ensures that there is an appropriate amount of time to arrange the cake before guests arrive.
- 11. Delivery Confirmation:** In the event that The Wedding Client will not be available during the delivery they will be responsible for having a designated person meet the Cake Designer at the reception. This person will be required to sign a confirmation that the cake has been received. This is to ensure that all items delivered are accounted for.

12. Completion Schedule: All ordered items will be delivered at the date and time agreed upon between The Wedding Client and Scrumptious Cakes. Scrumptious Cakes cannot be held responsible for any changes that are not made known.

13. Returning Additional Items: All additional items hired from Scrumptious Cakes are to be returned within FIVE days of the wedding date. If The Wedding Client is unable to return the item(s) within this time scale a designated person must do so on behalf of The Wedding Client.

14. Method of Payment: Payment may be made by cash, cheque or through PayPal (a £4 in every £100 charge will be levied for this service). Scrumptious Cakes will not provide any services until your payment is approved by our financial institution.

15. Penalty, Fees and Charges: There is a £20.00 per day late payment fee for any hired items that are not uplifted and returned to Scrumptious Cakes by the required date of hire return.

16. Right of withdrawal: Discovery of new information, changes to agreed circumstances or other factors which tends to circumvent its policies may result in its withdrawal. Non co-operation, changes in locations, facilities or available times, missed appointments, non confirmation of quote acceptance and late payments are examples of contributing factors. Should Scrumptious Cakes initiate the withdrawal, all fees will be returned, excluding the Booking Fee, as well as fair market value for all services / products already provided.

17. Cancellation: Scrumptious Cakes offers a bespoke service and is therefore limited in how many bookings are taken for any given week. If The Wedding Client cancels the order within 3 months of the wedding date it is unlikely that the cancelled space will be filled and therefore the following cancellation charges will apply. Cancellations MUST be in writing.

- 1 month or less - 100% of Full Cake Cost
- 1 month to 3 months - 50% of Full Cake Cost
- 3 months or more - Loss of Booking Fee

18. Model Release: The Wedding Client hereby assigns and grants Scrumptious Cakes and its legal representatives the irrevocable and unrestricted right to use and publish photographs of The Wedding Client or photographs in which they may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Wedding Client hereby releases Scrumptious Cakes and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Scrumptious Cakes may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in trade shows, bridal shows, cake industry publications, studio display, television advertising, magazine advertising and any other purpose thought proper by Scrumptious Cakes.

19. Limit of Liability: In the very unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative Cake Designer. Scrumptious Cakes will make every effort to secure a replacement cake designer able and / or willing to provide similar products and services as chosen in this contract at the same / similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event.

20. Miscellaneous: Scrumptious Cakes will take the utmost care with respect to design, transportation and delivery of your cake. The limit of liability shall not exceed the contract price stated in this contract. Scrumptious Cakes is only held liable for the items and services listed in this contract. Scrumptious Cakes cannot be held liable for emotional, physical or financial distress due to any unforeseen circumstances that may present themselves. Items outside of this contract are the responsibility and liability of The Wedding Client.

21. Non-Guarantee: Although every possible care will be taken with the delivery and set up of the wedding cake, once delivered the cake becomes the responsibility of The Wedding Client. Scrumptious Cakes cannot be held responsible for any destruction of said cake or products once they are in the care of The Wedding Client.

21. Performance: The performance of this contract on behalf of Scrumptious Cakes shall be dependent upon acts of God, weather and/or road conditions, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

22. Price Amendments: Prices are valid from 1st January to 31st December each year and are subject to change without notice.

23. Refunds: Refunds are given only in exceptional circumstances as deemed appropriate by Scrumptious Cakes.

24. Allergies: Scrumptious Cakes shall not be held responsible for nut allergies for The Wedding Client or their parties. All cakes COULD contain traces of nut. It is the responsibility of The Wedding Client to inform their guests that traces of nut COULD be present in the cake.

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Other Cakes: Terms & Conditions:

1. Booking Timescale: Celebration cakes must be booked a minimum of 2 weeks in advance due to the specialist designs and often intricate and complex details

2. Quote: Quotes are usually given at the time of enquiry for all items discussed, all quotes exclude delivery but this can be arranged. Each design is individually calculated to provide the most accurate quote based on the cake content and the skilled time element involved in making each design.

3. Booking Fee: A Booking Fee of £50 is to be paid within 7 days of the order being placed and is required to secure the celebration date. The Booking Fee will be deducted from the final total and is non-refundable, even if the date is changed or the celebration cancelled for any reason, including acts of God, fire strike and/or extreme weather.

4. Transport Boxes: Transport Boxes cost £15.00 and are specially made to contain heavy and tall cakes. These are required, without exception, for all Celebration Cakes of 3 tiers or more being collected by The Client and not being delivered by Scrumptious Cakes.

5. Balance of Payment: The Balance of Payment is due on collection of the cake providing this is in cash. If you wish to pay by cheque you will need to pay the balance 2 weeks prior to the celebration date or on booking if this is less than 2 weeks. It is The Clients responsibility to provide the final payment within the agreed time. A reminder will not be sent. Late payment fees will be applied and if the final balance has not been paid within the agreed time limit the booking will be deemed to have been cancelled.

6. Method of Payment: Payment may be made by cash, cheque or through PayPal (a 2.5% charge will be levied for this service). Scrumptious Cakes will not provide any services until your payment is approved by our financial institution.

7. Cancellation: Scrumptious Cakes offers a bespoke service and is therefore limited in how many bookings are taken for any given week. If The Client cancels the order within a week of the celebration date a cancellation charge of 100% of the Full Cake Cost will apply. Cancellations MUST be in writing.

8. Model Release: The Client hereby assigns and grants Scrumptious Cakes and its legal representatives the irrevocable and unrestricted right to use and publish photographs of The Client or photographs in which they may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Scrumptious Cakes and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Scrumptious Cakes may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in trade shows, cake industry publications, studio display, television advertising, magazine advertising and any other purpose thought proper by Scrumptious Cakes.

9. Limit of Liability: In the very unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative Cake Designer. Scrumptious Cakes will make every effort to secure a replacement cake designer able and / or willing to provide similar products and services as chosen in this contract at the same / similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event.

10. Miscellaneous: Scrumptious Cakes will take the utmost care with your order. The limit of liability shall not exceed the contract price stated in this contract. Scrumptious Cakes is only held liable for the items and services listed in this contract. Scrumptious Cakes cannot be held liable for emotional, physical or financial distress due to any unforeseen circumstances that may present themselves. Items outside of this contract are the responsibility and liability of The Client.

11. Non-Guarantee: If delivery is required by The Client every possible care will be taken with said delivery and set up of the celebration cake, once delivered the cake becomes the responsibility of The Client. Scrumptious Cakes cannot be held responsible for any destruction of said cake or products once they are in the care of The Client.

12. Performance: The performance of this contract on behalf of Scrumptious Cakes shall be dependent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

13. Price Amendments: Prices are valid from 1st January to 31st December each year and are subject to change without notice.

14. Refunds: Refunds are given only in exceptional circumstances as deemed appropriate by Scrumptious Cakes.

15. Allergies: Scrumptious Cakes shall not be held responsible for nut allergies for The Client or their parties. All cakes COULD contain traces of nut. It is the responsibility of The Client to inform their guests that traces of nut COULD be present in the cake.