



www.sugarwishescakes.co.uk

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Wedding Cake Terms and Conditions

Basis of Sale

All sales made Sugar Wishes Wedding Cakes are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to contact us on sugarwishes@hotmail.co.uk

Any samples, 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 Sugar Wishes Cakes.

Quotations are valid for a period of 30 calendar days from the day of issue. Prices are not negotiable and the quote provided will be based on the specification given.

Cake sizes quoted are in inches and are based on the diameter of the cake. Cakes are 5 to 6 inches deep as standard. If you would like a deeper cake this needs to be requested at the time of booking.

No contract is made with you until we have received your booking fee. Once your booking fee has been received you are in a legally binding contract with Sugar Wishes Cakes.

1. Consultations/ Taster boxes

- 1.1. Consultations are by appointment only for wedding cakes. Appointments can be made by email, phone or using the 'contact us' page on our website.
- 1.2. The majority of our consultations are held virtually over email, phone call or zoom if required. If you would require a face to face consultation these are available Tuesday- Friday and not available at the weekend due to us delivering wedding cakes every weekend.
- 1.3. Consultations are charged at £20 and include a tasting box that can either be posted out to you or collected from our bakery.
- 1.4. The consultation process includes a tasting box of 5 flavours of your choice from our cake menu. Extra tasting boxes are also available with notice but are charged in full at the time of ordering and are not deductible from the final cost of your cake.
- 1.5. You can call us or email us if you need to discuss any aspects of your cake before making a booking. Bookings can also be made over the phone or by email without prior consultation.
- 1.6. Please advise us of any allergies or specific dietary requirements when booking your consultation.

2. Booking Fees

- 2.1. All wedding cake orders require a non-refundable booking fee of £100. For cake orders with less than 4 weeks notice the full cost of the cake must be paid at time of booking.
- 2.2. All booking fees must be paid within 7 days of the booking form being sent; dates cannot be held open without the booking fee. After 7 days, if no fee has been received then the event date will be released and another booking may be taken, which may mean we are no longer able to accommodate you.
- 2.3. All orders are only confirmed when the booking fee has been paid. Please note that all booking fees are non-refundable and are only transferrable in certain circumstances. See 'Section 16'.

3. Payment Schedule

- 3.1. Once the cake design has been finalised. The final payment is due 28 days before your event. The due date will clearly be stated on the bottom of the booking form and a reminder will be sent a week before the final balance is due. This is then non-

refundable in the event of a cancellation.

- 3.2. *If the final payment is not received 28 days before your event, then we have the right to cancel your booking. The booking fee paid to secure your date is then non-refundable and non-transferable and we may no longer be able to accommodate your booking.*
- 3.3. *Unfortunately, we do not offer the option to pay by credit or debit card. All payments are to be made by BACS transfer.*

4. Cake Details

- 4.1. *The cake will be made according to the booking form and therefore it is imperative that all details are checked carefully. Any errors not picked up on the booking form before the cake is made will not be considered to be our error.*
- 4.2. *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 we do not recommend, your failure to follow our instructions or any alterations you carry out.*
- 4.3. *Our cakes are made in an environment where nuts, egg, milk, gluten and other allergens are present. We cannot guarantee that any cake is entirely nut free although we make every effort to ensure that allergies are accommodated.*
- 4.4. *From time to time certain materials for our cakes 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.*
- 4.5.

5. Decorative Items Supplied By Third Parties

- 5.1. *We cannot be held responsible for delays on items being supplied from other companies e.g., cake toppers, special order cake stands etc.*
- 5.2. *If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer.*
- 5.3. *If you are ordering a topper or cake stand yourself, please carefully check the size with us to make sure it is suitable for your cake and ensure the lead time is in line with your event. We would always advise ordering as soon as possible.*
- 5.4. *If ordering items yourself, we cannot be held responsible for any errors in size, shape or design as the ordering has not been carried out by ourselves.*
- 5.5. *We reserve the right not to use anything supplied by a third party if we feel it's unsuitable.*

6. Flowers Supplied By Florists

- 6.1. *When fresh flowers are being added to a cake, we will liaise with your florist about our requirements, but we would always advise you discuss this with them too.*
- 6.2. *The cost of any fresh flowers will be added to your florist's bill and we would always advise ordering a few extra flowers so we have a good selection to work with.*
- 6.3. *We can only work with what your florist provides for us on the day. Please ensure they order flowers especially for the cake so that the cake flowers are of the same high standard as the rest of the florals. Any unsuitable or toxic flowers supplied will not be used on your cake.*
- 6.4. *If your florist does not meet us at the agreed time at the venue, we cannot always guarantee that we will be able to wait for them to arrive.*
- 6.5. *If we cannot wait due to lateness of your florist, then they would have to add the flowers to the cake, and we cannot be held responsible if the arrangement made does not then match our vision and design for the cake and take no responsibility for the way the flowers have been added to the cake which may not be in a food safe way.*

7. Alterations To Orders

- 7.1. *We are happy to make alterations to your cake design and order up to 4 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 4 weeks of the event cannot always be guaranteed.*
- 7.2. *Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work agreed.*
- 7.3. *Please take the time to check the new copy of the order form with the amendments carefully and let us know by return if any changes are needed. See section 4.*

8. Collection Of Cakes

- 8.1. We prefer to deliver all our cake orders personally, however if this is not possible, your order may be collected at a pre-arranged time. However, not all cakes are available for collection; it depends on the design and size of the cake. Cakes 3 tiers tall or more or with intricate decoration are not suitable for customer collection.
- 8.2. Cakes that are collected by the customer are always boxed for transportation. We will provide full instructions on the care and handling of your cake. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. We do not take any responsibility for any damage that may occur to the cake once it has left us.
- 8.3. We advise cakes to be placed on a level, steady surface for transport e.g., in the passenger footwell of your car. We are happy to place the cake safely in the car for you if required. The cake should then be stored in the box at room temperature and out of direct sunlight until taken to the venue.

9. Delivery & Set Up Of Wedding Cakes

- 9.1. We prefer to deliver and set up our wedding cake orders. We will deliver your cake to your venue at a pre-arranged time. This will be discussed during the consultation, and we will advise the venue in advance of our arrival time.
- 9.2. If the delivery time needs to be changed, please advise us as soon as possible but at least 14 days in advance – depending on other orders on the day of delivery, we cannot always guarantee a change of delivery time will be possible.
- 9.3. Local delivery within 10 miles of PR2 2DX is included in your quotation. Journeys that are over the 10 miles will be charged at 75p per mile for the remaining of the outward journey & the return journey minus the 10 miles that is already included, the set up fee is included in the mileage amount. Sunday deliveries will be subject to a £30 surcharge and bank holidays, a £50 surcharge.
- 9.4. The delivery charge includes stacking and setting up your cake at the venue.
- 9.5. It is your responsibility to ensure you have given us the correct delivery information and delivery time. This will be on your cake booking form so please check it carefully.
- 9.6. It would be very rare, but on the event day we may be faced with a 'force majeure' e.g., severe weather conditions, public unrest, or other unexpected events that may make delivery to your venue impossible. You can be assured that we would always do our best to deliver as prearranged, but some circumstances would be out of our reasonable control. Please ensure you have adequate wedding insurance in place to cover this eventuality.
- 9.7. It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue. We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by passing guests.
- 9.8. We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day
- 9.9. Any cakes placed outside during an event has the possibility of melting or deforming due to the heat. We are not liable for the cake once it has been delivered/collected.
- 9.10. We also reserve the right not to use a cake stand provided by the venue or yourself if we feel it will not hold the weight of the cake. We have a wide selection of suitable cake stands available to hire if you so wish. This will be discussed at your consultation.
- 9.11. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.

10. Non-Edible Elements

- 10.1. Most of our stacked cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to the venue.
- 10.2. As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give the venue written information concerning any non-edible elements they need to remove.

11. Shelf Life

- 11.1. We recommend our cakes be eaten within 4 days of the event for them to be enjoyed at their best.
- 11.2. Left over cake can be frozen if you would like to, we can discuss this with you at your consultation.

12. Allergens & Special Dietary Requirements

- 12.1. All allergy and special dietary requirements should be conveyed to Sugar Wishes Wedding Cakes during the consultation. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake.

- 12.2. Unless otherwise stated, all cakes contain; gluten, butter and eggs and are made in an environment that handles; nuts, soya, and alcohol. Unfortunately we do not cater for Gluten-free, nut-free, and dairy free cakes.
- 12.3. We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.
- 12.4. We will provide full allergen information with the cake upon delivery to the venue.
- 12.5. Sugar Wishes Wedding Cakes accepts no liability for customers suffering allergic reactions from eating our cakes.

13. Publication & Promotional Rights

- 13.1. The company, Sugar Wishes Wedding Cakes is the sole designer and owner of the final cake design. All rights in any original designs created and designed by the company shall remain the exclusive property of the company.
- 13.2. From time to time our designs are published in the media e.g., wedding magazines, websites, and blogs. We reserve the right to use any image of a customer's cake made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company.
- 13.3. The customer has no ownership rights over any cake design. Exclusivity of cake designs between our customers is not guaranteed unless the customer commissions an exclusive design.

14. Commissioning A Cake That Is Similar To Another Design

- 14.1. If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot be guaranteed.
- 14.2. If you wish to have us recreate someone else's design, we would prefer not to directly copy it, but to use it as a basis to design your cake around so that it is unique to you. This can be discussed at your consultation.

15. Cancellations/Refunds

- 15.1. The booking fee is non-refundable and non-transferable in the event of cancellation.
- 15.2. Cancellations from the date of booking until 26 weeks before the wedding will forfeit the booking fee.
- 15.3. If a cancellation occurs between 26 weeks and 4 weeks before the wedding then we reserve the right to seek 50% of the total order value.
- 15.4. Cancellations with less than 28 days notice are subject to full payment. If this has not already been paid then the final balance will be immediately payable upon cancellation. This final payment is non-refundable in the event of cancellation if that cancellation occurs within 28 days of the wedding date.
- 15.5. There may be a rare occasion when Sugar Wishes Wedding Cakes needs to cancel an order due to exceptional circumstances beyond our control*. In this case, as much notice as possible of the cancellation will be given and any monies paid, including deposits will be refunded. If required, we will also assist in finding a replacement baker of the same high standard to make your cake for you.
- 15.6. Cancellations must be made in writing to Sugar Wishes Wedding Cakes and will only take effect from when we confirm receipt
- 15.7. Sugar Wishes Cakes' 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 Sugar Wishes Cakes, 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.
- 15.8. Sugar Wishes Cakes 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 Sugar Wishes Cakes' statutory liability for death or personal injury arising from any negligence on Sugar Wishes Cakes's part or liability imposed by statutory implied terms in Consumer Contracts.

*This does not include a force majeure that may occur on the event day. See 'Section 9.6'.

16. Change Of Wedding Date

- 16.1. If you need to change your wedding date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed. Please liaise with us to check our availability before moving your wedding date. We always advise getting more than one new date option from your venue for a move of date to give us the best chance of being able to change the date.
- 16.2. If we can change your wedding date, provided it is within the same year of your original wedding date, the booking fee will be transferred to the new date. Please be aware we can only do this on one occasion. Any further postponements will be treated as a cancellation and then a new booking.
- 16.3. If postponing to a future date in the same year, the price of your cake may change. This is to cover any costs and increases that we are subject to.
- 16.4. If you are moving to a date further ahead than the original wedding date your booking fee will be transferred but may subject to an additional charge in line with our yearly cost increases e.g., a date change from 2022 to 2023.

- 16.5. If you are moving your wedding to a date we are unavailable for, unfortunately the booking fee will be strictly non-refundable as this covers work already completed in the run up to your wedding (this may include but is not limited to: phone calls, emails, completing and sending forms, holding consultations, providing taster boxes and it is also highly likely that we will have turned down other work for your original date).
- 16.6. Date changes from off peak days/months to peak days/months, may be subject to an additional charge e.g., a date change from a Thursday in January to a Bank Holiday in August.
- 16.7. We would strongly advise that you take out wedding insurance that covers you in the event of a cancellation/change of wedding date that is out of your control.

17. Hire of Cake Stands/Accessories

- 17.1. If you would like to hire a cake stand or decorations, then it is your responsibility to ensure a deposit is provided. Our items are hired out at a minimum cost of £15. The security deposit for our cake stands is between £15-£70 depending on the value of the item.
- 17.2. It is your responsibility to return the cake stand/accessories to us in the same condition they were hired to you, otherwise the deposit will be retained. Once we have received our cake stand/accessories back we will aim to refund the deposit within 72 hours.
- 17.3. It is your responsibility to return the cake stand to us, we are not liable to collect the stand. If we are required to collect the stand that is previously agreed a charge of £40 will be payable, you will be informed of this when the collection is agreed.
- 17.4. If the cake is delivered with a stand, a security deposit will be payable with the final balance. The stand must be returned to us in a good, clean condition within 7 days of the wedding. Upon the return of the stand the deposit will be refunded.

18. Complaints

- 18.1. In the unlikely event there is an issue with your cake, it must be brought to our attention within 48 hours of the cake being delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.
- 18.2. If the complaint is regarding the quality of the cake, we may ask for the cake or the remainder of the cake to be returned to use within 48 hours of delivery for inspection.
- 18.3. If the complaint is regarding the design of the cake, but the cake was made according to the booking form and sketch which has been checked and approved, we cannot be held responsible for any errors not picked up by the customer.
- 18.4. For any complaints we can only deal with the person who booked the cake originally.
- 18.5. You must give us an opportunity to resolve the issue and agree not to post any defamatory comments or pictures on online forums or social media channels before discussing the situation with us and allowing us reasonable time to provide a satisfactory solution.
- 18.6. Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media at any point in the future. If this happens, we may seek to take legal action against you.

19. COVID 19 Restrictions

- 19.1. If your wedding cake booking has to be amended due to COVID 19 restrictions, we will try our best to be accommodating and flexible.
- 19.2. If you need to postpone your booking because your wedding date falls under a period of Government restrictions for COVID 19, e.g., a national lockdown or Tier 3 / Tier 4 restrictions where weddings are limited to 15 people or less or if they are not allowed all together, then as long as we are free on your new date, we will move the booking fee paid across to the new date for you subject to the conditions below.
- 19.3. If we can change your wedding date, provided it is within the same year from the day you request the date change, the booking fee will be transferred to the new date.
- 19.4. If we are not able to accommodate your date change request, the original booking fee (or booking fees if there have been multiple changes) will be non-refundable. See Section 15.
- 19.5. If you are moving to a date further ahead than the year your original wedding date was, your original booking fee will be transferred but may subject to an additional charge in line with our yearly cost increases
- 19.6. If you decide to postpone your wedding as you are worried about future COVID 19 restrictions, but restrictions are **not** currently in place for your wedding date, it will be treated as a standard change of wedding date or a cancellation. See Section 15 and 16.
- 19.7. Any date changes to future years or from off peak to peak days/months, may be subject to price increases in line with section 16.
- 19.8. For multiple date changes due to COVID 19 restrictions, each new postponement will be treated separately, and we will use the 'within or outside 12 months' rules outlined in section 18.

19.9. Any subsequent voluntary cancellation will be subject to the payment terms outlined in Section 3 '

20. General Terms

- 20.1. All designs and intellectual property rights remain the property of Sugar Wishes Cakes.
- 20.2. This Agreement together with Order Confirmation documents provided constitute 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.
- 20.3. In the event that any one 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 hereof.

We reserve the right to revise and amend these terms and conditions. However, you will only subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you

By paying your booking fee, you are agreeing to these terms and conditions so please read them carefully.