



# Bespoke Cake Terms & Conditions

**On payment of deposit, The Customer agrees to the following Terms & Conditions:**

## **(1) Agreement**

This agreement contains the entire understanding between BB's Gluten Free Bakery (BB's BAKERY LTD) ("Us", "We", "Our") and The Customer ("You", "Your", "Yours") with regards to Your Cake ("Goods", "Product", "Services", "Items", "Cake", "Order").

These Terms and conditions shall apply to the sale of the Goods by the Us to the You to the exclusion of all other terms and conditions referred except where the We have agreed to such variation in writing and by way of signature.

By ordering from Us, You agree to be legally bound by these Terms and Conditions and accept that these may be modified or amended and posted on Our website without prior notice.

## **(2) Design & Consultation**

The parties agree to an initial consultation, either in person (at Our discretion) or by e-mail before the event date to confirm the design details and the prices.

In the first instance and a deposit has been paid, this is free however additional consultations or where no deposit has been paid may be chargeable.

Any consultation fee paid will be deducted from the final price if an order is placed.

In some circumstances and where it is warranted, a written design brief/specification may be attached to these terms and conditions as a "Specification Document or Written Email Quotation".

This document / email may include such elements as design, colours, flavours as well as Collection information and dates.

Any changes to the specification once agreed may be liable to additional charges.  
(at our discretion)

Whilst we will always attempt to adhere to existing Consultation appointments, we reserve the right to cancel, change or re-arrange these when absolutely necessary due to unforeseen circumstances.

We will follow your requests closely in producing your Cake. Whilst we cannot duplicate an exact copy of another artist's work, we will ensure the look is similar. For smaller items such as cupcakes, minimum order quantities may apply.

### **(3) Quotation**

You will receive a quotation for all items as per the initial consultation. The quote will include all costs for the design, goods & services relevant to your requirements.

All written price quotations are held for 14 days from the date of quotation. To secure you must pay your full deposit once booking date is approved.

If you decide later than 14 days that you'd like to book the design you have previously discussed, you will need to first get in touch with us and we will check the quotation/date availability.

### **(4) Booking Fee**

A booking fee ("Deposit", "Booking Fee") is to be paid to us within 24 hours of the quote being formally accepted by You (via email, SMS, telephone or messaging service) and is required to secure the order, once the booking date required is approved by us.

Until the Booking Fee has been confirmed as received by us, the Booking and Date is not secured.

Our Bespoke Cakes Booking Fee is £25 and is Non-Refundable and Non-Transferable.

Upon receipt of the Booking Fee, We will confirm the Booking and reserve Your chosen Date in our Diary.

### **(5) Payment**

Following Payment of the Booking Fee (Deposit), the Final Balance will become due either before Completion or on Completion – depending on the value of the goods we are to provide.

If you are unsure of your final balance, then please contact us and we can provide this to you.

### **(6) Collection**

Delivery is not available for Bespoke cakes. You may (By Appointment) collect in person from Our premises.

Missed or delayed collections / appointments may be liable to a surcharge. (Up to 10% of the total order value)

### **(7) Changes / Amendments**

If changes are required, these must be agreed upon at least 2 weeks prior to the agreed completion date.

Changes may be chargeable and are not allowed less than 14 days prior to completion. Changes will be accepted at our discretion.

We reserve the right to change the design at any point if circumstances beyond our control compromise the quality of the finished product. e.g. weather conditions or materials availability.

You will be notified of any such changes, and we will keep any changes made to a minimum.

### **(8) Completion**

We will endeavour to complete all ordered items at the date and time agreed. We are not responsible for any delay or inability to deliver within the time frame based on accidents, natural disasters, transportation issues, inclement weather, illness, death, labour troubles, delay in supplies, disputes or strikes, or any other circumstance beyond our control.

Once collected the goods become Your responsibility.

We cannot be held responsible for any destruction of the Goods once they are in the care of You or Any other Third Party.

Once you collect your Goods in person, We assume no responsibility for damage caused once they have been taken from our premises.

In hot or humid weather, or in direct sunlight there is the possibility of sugar decorations melting or damage to Goods.

### **(9) Cancellations / Postponement**

**Cake Deposits are NON-REFUNDABLE.**

**Any Cancellations within 48hrs of Collection will be subject to 50% charge of the overall cake price quoted.**

We offer a bespoke service and are limited in how many bookings We take on a month.

If You cancel or postpone your order within 2 weeks of the collection date it is unlikely that the cancelled space will be filled and therefore the following charges will apply.

**Cancellation - 1 weeks or less prior to completion: Loss of Booking Fee/Deposit + any materials already purchased will be billed for.**

Postponement - 1 month or more prior to completion: Provided we are able to accommodate a new collection date, no charge will apply otherwise this will be deemed as a cancellation (see above).

Postponement - less than 4 weeks prior to completion are not accepted and will be deemed as a cancellation (see above).

Cancellations / Postponement **MUST** be in writing by post or email – not via social media, SMS, messaging service or telephone.

### **(10) Refunds / Complaints**

Refunds are provided solely at Our discretion, regardless of circumstances. The exception to this is when We deem that We are unable to continue/complete an order, in which circumstances all monies will be returned EXCEPT for goods and services already delivered, and/or received (including, but not limited to: provision of sample items, postage and consultation fees), and no further liability will rest with us. If you wish to make a complaint to us or let us know any concerns after receiving the Goods, please do so in writing. Evidence of any faults, damages or discrepancies should be included.

### **(11) Allergies**

We shall not be held responsible for a Nut or any other allergies for You or Your parties. Any specific dietary requirements should be discussed / disclosed at the consultation stage (bespoke cake form). It is YOUR responsibility to inform us of any actual or potential allergies You or Your party may have.

### **(12) Non-Edible Ingredients & Decorations**

Our Goods may contain non-edible ingredients or decorations, such as plastic dowels in tiered cakes or wires in some sugar flowers.

These will be detailed on Completion and must be removed before serving or eating.

If you would like fresh flowers rather than sugar flowers used on your Cake, it is the Your responsibility to source the florist/flowers, unless specifically agreed with Us.

We do not take any responsibility for any damage to the Cake from the fresh flowers, or the placement on the Cake of the fresh flowers once delivered.

You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants.

Some flowers are highly toxic and if you are unsure, you should obtain professional advice.

It is Your responsibility to ensure that any fresh flowers displayed on or next to the Cake do not contain pesticides and are food-safe (non-toxic).

We can take no responsibility for the flowers being food-safe.

### **(13) Liability**

We are not responsible for bodily injury, property, or consequential damage, which may result from Our Services.

We are not responsible for any damage to the Product or shortage of the Product caused by anyone NOT employed by Us.

We will not release for collection a cake if payments have not been made in full. If you have requested a specific date for collection but have not paid the booking fee to secure this date, we are not responsible for any issues arising from this.

In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative Cake Designer.

We will make every effort to secure a replacement cake designer able and / or willing to provide similar products and services as chosen 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 Goods.

#### **(14) Social Media / Photographs**

We reserve the right to use all photographs of the Products We produce for advertising, press and/or social media purposes. If You wish us to ensure anonymity, please advise Us on booking.

BB's Bakery regularly updates all social media platforms with our latest work, behind the scenes pictures, close shots, and pictures of your cake. All posts are done tastefully and positively. Unless you opt out, on ordering with us you agree that BB's Bakery can utilize any forms of media of the cake on social media and blogging platforms.