

PATTIE C CAKE ART

STANDARD TERMS AND CONDITIONS OF TRADING

Please read these terms carefully before you confirm your order to Pattie C Cake Art ("me", "we", "us", "our"). If you have any questions or issues with these terms, please contact me to discuss.

These terms form the basis of the contract between the client and Pattie C Cake Art. These terms, your order the detailed invoice and approved sketch are considered by me to set out the whole agreement between you and me for the sale of my product. It is your responsibility to check all details in the invoice and sketch are complete and accurate as these are the documents we work to when completing your order.

I am Pattie C Cake Art a trading name for a sole trader established in England and Wales. My address is 86 Badsey Lane, Evesham, Worcs WR11 3BA. You can contact me in writing to me at pattieccakeart@gmail.com or at the address above.

We use the word "products" to mean bespoke cakes, cupcakes, biscuits and other handmade baked (or otherwise) edible goods designed and/or created by me.

1. MY CONTRACT WITH YOU

1.1 No contract is made with you until I have received your deposit. Once your deposit has been received you are in a legally binding contract with Pattie C Cake Art.

1.2 My acceptance of your order will take place once I receive your deposit, at which point a contract will come into existence between you and me.

1.3 If I cannot accept your order. If I am unable to accept your order (e.g. I am unable to meet your deadlines), I will inform you of this and will not charge you for the product.

2. PRICE AND PAYMENT

2.1 I will advise you of the price by notifying you in my quotation before you order. You must pay for the products before I deliver them or they are collected. I will ask for a deposit or full payment when the order is made.

2.2 Quotations are valid for a period of 30 calendar days from the day of issue. Cake sizes quoted are in inches and are based on the diameter of the cake. Cakes are 5 inches deep as standard.

2.3 The price of your product will be as set out in your invoice. No VAT is payable on the products.

2.4 For Wedding Cake orders, a £100 booking fee is required to secure your order and a detailed invoice 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. Once your booking fee has been received you are in a legally binding contract with Pattie C Cake Art

2.5 No order is confirmed until a deposit has been received from you.

2.6 Please note all deposits are non-refundable and non-transferable.

2.7 The balance must be paid in cleared monies no later than the date set out in the detailed invoice by bank transfer to the account specified.

2.8 If payment is not received by the date specified this shall be constituted as 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 as laid out in the invoice. In these circumstances the cake will be made as close as possible to the details in the invoice with no redress or liability on Pattie C Cake Art

3. MAKING CHANGES TO YOUR ORDER

3.1 If you wish to make a change to the product you have ordered please contact me. I will let you know if the change is possible. If it is possible I will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change.

3.2 If I cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel your order - please contact me to discuss this.

4. MY RIGHT TO MAKE CHANGES

4.1 Minor changes to the products. I may change the product to implement minor adjustments and improvements. These changes will not affect your use or flavour of the product.

4.2 More significant changes to the products and these terms. In addition, I may need to make more significant changes to the design or specifications of the product, but if I do, I will notify you and you may then contact me to cancel your order before the product is produced and receive a refund for any payment made in respect of products you have not received.

5. THE PRODUCTS

5.1 My products are made in an environment where nuts, egg, milk, gluten and other allergens are present. I cannot guarantee that any cake is entirely nut free although I make every effort to ensure that allergies are accommodated. Please ensure you read the allergen labels on the product wrapping or in the box.

5.2 Allergens It is the responsibility of my client to ensure any dietary requirements, specifically with regard to allergens, are provided to Pattie C Cake Art in writing prior to my acceptance of your order. Pattie C Cake Art will not be deemed liable for any allergic reaction to any of my products.

5.2 The images of the products on my website (if active) and social media are for illustrative purposes only. As my products are all handmade, all sizes, weights, colours, dimensions and measurements may vary.

5.3 Any samples, drawings, or descriptions I issue and any descriptions or illustrations contained on my social media accounts are issued solely to provide you with an approximate idea of the cakes they describe and remain the property of Pattie C Cake Art.

5.4 I warrant that on delivery or collection all cakes shall conform to their description as set out in the invoice and accompanying sketch; they will be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. I will not be held responsible for client disappointment of the design or the interpretation of the cake as long as it is made in line with the client's pre-agreed requirements set out in the invoice and will face no consequent liability. It is the client's responsibility to ensure all details within the invoice and sketch are correct and meet their exact requirements.

5.5 The warranty does not apply to any defect in the cake arising from:

- wilful damage, accident, negligence by you or any third party,
- your use or storage of the cake in a way I do not recommend
- your failure to follow my instructions or
- any alterations you carry out

5.6 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.

5.7 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. **NB.** Please note some flowers are not suitable for use as a cake decoration. 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 directly with me to confirm detail about the size of cake being dressed to avoid any miscommunication.

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

5.9 My products are freshly made with no additives or preservatives other than those included in the manufacture of the dry ingredients used. It is my right to assume consumption on the day of the event or at the very least before the use by date specified on the label. Products should be stored preferably in the box provided but in any event in a dry place, at room temperature, away from direct sunlight and sources of heat. They should **NOT** be refrigerated.

5.10 Pattie C Cake Art and the client expressly agree that the cakes and all goods purchased from Pattie C Cake Art remain the property of Pattie C Cake Art until paid for in full.

6. COLLECTION AND DELIVERY TERMS

6.1 Collection by you All orders may be collected free of charge from Pattie C Cake Art 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

6.2 Delivery costs The costs of delivery (if any) will be notified to you before the order is accepted

6.3 Delivery requests If you require your product to be delivered, this must be clearly stated when placing your order. If delivery has been requested I will deliver the cake on the day set out in the invoice to the address provided. I cannot guarantee delivery requests made after the full payment of your cake has been received will be accepted.

6.4 Delivery of Wedding Cakes When delivering to a wedding venue, I will contact the venue in advance to arrange a mutually convenient time for delivery.

6.5 Set up If I set up the wedding cake, I will take a photograph of the cake before leaving. Should the venue need to set up the cake themselves, I shall explain how the cake is to be displayed and where possible obtain a signature to verify I have done so.

6.6 Liability Once the cake has been delivered I am unable to accept liability for any damage sustained to the cake thereafter, nor any failure to follow the instructions provided.

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

6.8 Delays I am not responsible or liable for delays outside my control. If my supply of the product is delayed by an event outside my control then I will contact you as soon as possible to let you know and I will take steps to minimise the effect of the delay. If there is a risk of substantial delay you may contact me to cancel your order and receive a refund for any products you have paid for but not received.

6.9 Home delivery I do not offer home delivery as a service. However, in very exceptional circumstances, should I agree to home deliver, if no one is available at your address to take delivery I will notify you of how to collect the products from my address. Collection **must** be within 24 hours of the original delivery/collection time, as all my products, with the exception of pure chocolate products, deteriorate quickly. I am not liable for any deterioration to the product should that 24 hour window be exceeded.

6.10 When you become responsible for the product A product will be your responsibility from the time I deliver the product to the address you have given me or from the time you collect it from me. I accept no responsibility for any damage sustained to the cake once it has left the premises.

7. CANCELLATION, POSTPONEMENTS AND ALTERATIONS

7.1 In the event of a cancellation by yourselves, charges are as follows:

- More than ninety days prior to the date = booking fee only.
- Ninety days to one calendar month prior to the date = booking fee plus half the remaining cost.
- Less than one calendar month prior to the date = full amount

8. COMPLAINTS

8.1 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 with 48 hours of collection or delivery to give fair opportunity to assess the nature of the complaint.

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

8.3 Where the complaint is with regard to the quality of a cake then the cake, or remainder of the cake/tier, must be returned to me as soon as possible after cutting and within 48 hours of collection/delivery to ensure that I am able to fairly assess the nature of the complaint.

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

9. GENERAL TERMS

9.1 I reserve the right to use images of your cake 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 Pattie C Cake Art for your own benefit

9.2 All designs and intellectual property rights remain the property of Pattie C Cake Art