



Creatures of Habit Cakery

www.creaturesofhabitcakery.co.uk

07710 556 618

SLEAT ISLE OF SKYE IV44 8AB

Wedding Cake Terms & Conditions

All sales made by Creatures of Habit Cakery 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 me on creaturesofhabitcakery@gmail.com

1. **Consultations**

1.1. *Consultations are by appointment only for wedding cakes. Appointments can be made by email, phone or using the 'contact us' page on my website. Appointments last for approximately one hour.*

1.2. *The consultation process includes a postal tasting box of 6 flavours of cake, 2 of my famous Chocolate Chip cookies and tea, (on all orders over £535 (excluding delivery) - these can be purchased for £35+pp on all orders under £535). The additional fee is payable by invoice or online and is not deductible from the final cost of the cake. Extra tasting boxes are also sometimes available but are charged in full at the time of ordering and are not deductible from the final cost of your cake.*

1.3. *You can call me or email me 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.*

1.4. *Following our consultation I will sketch out the design of your cake. This sketch remains my property unless the booking fee has been paid, after that I will send a copy of the design to you.*

1.5. *Please advise me of any allergies or specific dietary requirements when booking your consultation.*

1.6. *Please note, that for 2024 I have a £535 minimum order for semi naked cakes and a £675 minimum order for fondant cakes for wedding bookings (not including delivery or cake stand hire). These are my minimum order prices for 2024, however, this is not my average wedding cake price. Usually, couples have a budget of £800+ for one of my cakes. For dates further ahead than 2024 the minimum order value is subject to change.*

2. **Booking Fees**

- 2.1. *All wedding cake orders require a non-refundable booking fee of £100. For cake orders with less than 12 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 invoice 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 I am 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 12 weeks prior to 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 12 weeks before your event, then I have the right to cancel your booking. The booking fee paid to secure your date is then non-refundable and non-transferable and I may no longer be able to accommodate your booking.*
- 3.3. *Unfortunately, I do not offer the option to pay in installments or by credit or debit card. All payments are to be made by BACS transfer.*

4. **Cake Details**

- 4.1. *Once the booking form has been sent, please review all the details carefully especially; cake tier sizes, flavour choices, spellings of names, allergen information, delivery time and contact numbers – please advise me of any changes as soon as possible.*
- 4.2. *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 my error.*

5. **Decorative Items Supplied By Third Parties**

- 5.1. *I 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 me 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 me to make sure it is suitable for your cake and ensure the lead time is in line with your event. I would always advise ordering as soon as possible.*
- 5.4. *If ordering items yourself, I cannot be held responsible for any errors in size, shape or design as the ordering has not been carried out by myself.*

5.5. *I reserve the right not to use anything supplied by a third party if I feel it's unsuitable.*

6. **Flowers Supplied By Florists**

6.1. *When fresh flowers are being added to a cake, I will liaise with your florist about our requirements, but I would always advise you to discuss this with them too.*

6.2. *The cost of any fresh flowers will be added to your florist's bill and I would always advise ordering a few extra flowers so I have a good selection to work with.*

6.3. *I can only work with what your florist provides for me 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 me at the agreed time at the venue, I cannot always guarantee that I will be able to wait for them to arrive.*

6.5. *If I cannot wait due to lateness of your florist, then they would have to add the flowers to the cake, and I 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. *I am happy to make alterations to your cake design and order up to 8 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 8 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. I reserve the right to increase the 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 me know by return if any changes are needed. See section 4.*

8. **Collection Of Cakes**

8.1. *I prefer to deliver all of my 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 over 3 tiers tall or with intricate decoration or sugar flowers are not suitable for customer collection.*

8.2. *Cakes that are collected by the customer are always boxed for transportation. I 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. I do not take any responsibility for any damage that may occur to the cake once it has left me.*

8.3. *I advise cakes to be placed on a level, steady surface for transport e.g., in the boot or passenger footwell of your car. Where the cake is placed in the footwell of your car, heating must be turned off to avoid damage to your cake. I am 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. *I prefer to deliver and set up your wedding cake order. I will deliver your cake to your venue at a pre-arranged time. This will be discussed during the consultation, and I will advise the venue in advance of our arrival time.*

9.2. *If the delivery time needs to be changed, please advise me as soon as possible but at least 14 days in advance – depending on other orders on the day of delivery, I cannot always guarantee a change of delivery time will be possible.*

9.3. *Local delivery is charged at £25 within 10 miles of IV44 8AB. Other journeys are charged at 60p per mile for the return journey (mileage is calculated based on Google maps mileage from IV44 8AB), plus the charge will include an hourly travel rate and a set-up fee (minimum £25) for time spent at the venue. Sunday deliveries will be subject to a £50 surcharge and bank holidays, a £100 surcharge.*

9.4. *The delivery charge includes stacking and setting up your cake at the venue unless fresh flowers are being added. In this case, an additional charge will apply. This depends on the quantity of flowers on the cake but will start from £25. I prefer to add flowers myself rather than having your florist attach them. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design. This will all be discussed at your consultation if you are having fresh flowers on your cake.*

9.5. *It is your responsibility to ensure you have given me 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 I 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 I will always do my best to deliver as prearranged, but some circumstances would be out of my 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 me with the set-up details and location of the cake at the venue. I 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. *I reserve the right to change the location of the cake at the venue if I 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. *I also reserve the right not to use a cake stand provided by the venue or yourself if I feel it will not hold the weight of the cake. I have a wide selection of suitable cake stands available to hire if you so wish. This will be discussed at your consultation.*

9.10. *I 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 my stacked cakes will contain non-edible elements such as wooden dowels, flowers, or cake toppers. I 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 I will not personally be cutting the cake, I cannot accept any responsibility for any non-edible elements not removed prior to serving. I will give the venue written information concerning any non-edible elements they need to remove.*

11. **Shelf Life**

11.1. *I recommend my cakes be eaten within 3 days of the event for them to be enjoyed at their best.*

11.2. *Leftover cake can be frozen if you would like to, I 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 Creatures of Habit Cakery during the consultation. It is the customer's responsibility to make me aware of any special dietary requirements that need to be accommodated in the making of the cake. All allergies and special dietary requirements will require a signed declaration, which will be provided by myself for you to read over and sign.*

12.2. *Unless otherwise stated, all cakes contain gluten, butter and eggs and are made in an environment that handles; nuts, soya, and alcohol. Gluten-free, nut-free, and dairy free cakes can be made on request; however, these are not produced in a 'free from' environment. I have procedures in place to avoid cross contamination, so far as reasonably practicable and these will be detailed in your allergy declaration.*

12.3. *I would recommend anyone with a severe nut allergy not to eat my cakes.*

12.4. *I will provide full allergen information with the cake upon delivery to the venue.*

12.5. *Creatures of Habit Cakery accepts no liability for customers suffering allergic reactions from eating my cakes.*

13. **Publication & Promotional Rights**

13.1. *The company, Creatures of Habit Cakery 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. *I 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. This includes cake cutting photographs from your wedding photographer.*

13.3. *From time to time my designs may be published in the media e.g., wedding magazines, websites, and blogs. I 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.*

13.4. *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 my original design, I will seek the permission of the original designer to recreate it. This cannot be guaranteed.*

14.2. *If you wish to have me recreate someone else's design, I 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 12 weeks before the wedding will forfeit the booking fee.*

15.3. *Cancellations with less than 12 weeks' 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 12 weeks of the wedding date.*

15.4. *There may be a rare occasion when Creatures of Habit Cakery needs to cancel an order due to exceptional circumstances beyond my 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, I will also assist in finding a replacement baker of the same high standard to make your cake for you.*

**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 me know as soon as possible. Any changes are subject to availability and are not guaranteed. Please liaise with me to check my availability before moving your wedding date. I always advise getting more than one new date option from your venue for a move of date to give me the best chance of being able to change the date.*

16.2. *If I can change your wedding date, provided it is within 12 months from the day you request the change, the booking fee will be transferred to the new date.*

16.3. *If you are moving to a date further ahead than 12 months from the day you request the change, a new booking fee of £100 will be payable. The first booking fee will not be refundable or transferable. It will be classed as a cancellation and a new booking as it is highly likely I will have turned down other work for your first date. **

16.4. *If you are moving your wedding to a date I am 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 I will have turned down other work for your original date).*

16.5. *Date changes to different years may be subject to an additional charge in line with my yearly cost increases e.g., a date change from 2024 to 2025.*

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. *I 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.*

**If I am subsequently able to fill the original date with a new booking, I will deduct the first booking fee off the final balance of your cake.*

17. **Complaints**

17.1. *In the unlikely event there is an issue with your cake, it must be brought to my attention within 48 hours of the cake being delivered so I can be given the opportunity to assess the nature of the problem. I would take any complaints very seriously.*

17.2. *If the complaint is regarding the quality of the cake, I may ask for the cake or the remainder of the cake to be returned to use within 48 hours of delivery for inspection.*

17.3. *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, I cannot be held responsible for any errors not picked up by the customer.*

17.4. *For any complaints I can only deal with the person who booked the cake originally.*

17.5. *You must give me 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 me and allowing me reasonable time to provide a satisfactory solution.*

17.6. *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.*

I reserve the right to revise and amend these terms and conditions. However, you will only be subject to the terms and conditions in force at the time you place your order with me. 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.