



Creatures of Habit Cakery

www.creaturesofhabitcakery.co.uk

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SLEAT ISLE OF SKYE IV44 8AB

Celebration 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. Booking Process

- 1.1. *For celebration cakes, the design process will be done over email or phone.*
- 1.2. *Ideas for the cake design can be sent to me when booking, but the final design will be subject to my own creative process as I prefer to create original designs, rather than directly copy an existing design.*
- 1.3. *Design sketches can be sent if required for approval. There may be a small charge for this.*
- 1.4. *You can call us 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.*
- 1.5. *Please advise me of any allergies or specific dietary requirements when booking your cake.*
- 1.6. *Please note, that for 2024 I have a £200 minimum order for celebration cakes. For dates further ahead than 2024 the minimum order value is subject to change.*

2. Booking Fees

- 2.1. *All celebration cake orders require a non-refundable booking fee of £50. 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 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 as they secure your date in my diary and are only transferrable in certain circumstances. See 'Section 14'.*

3. Payment Schedule

- 3.1. *The final payment is due 4 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 4 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 (if applicable) 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.*
- 4.3. *Any personalised decorative elements such as cake toppers, printed icing or cake charms, will be ordered as per the details on the booking form so please check all name spellings and numbers carefully.*

5. Alterations To Orders

- 5.1. *I am 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.*
- 5.2. *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 a quoted price in the event you request a variation to the work agreed.*
- 5.3. *If you have made changes, please take the time to check the new copy of the order form which will be sent with the amendments carefully and let me know by return if any changes are needed. See section 4.*

6. Collection Of Celebration Cakes

- 6.1. *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.*
- 6.2. *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 my premises.*
- 6.3. *I advise cakes to be placed on a level, steady surface for transport e.g., in the passenger*

footwell or the boot 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.

- 6.4. You must adhere to the collection time slot that has been prearranged. If you do not collect the cake when agreed, it will only be available to collect later at a time that is suitable for me. Failure to turn up for the collection at the agreed time may result in you not being able to have the cake on the day that was arranged.
- 6.5. Any changes to the pre-agreed collection time must be confirmed in writing at least 48 hours before collection and cannot be guaranteed.

7. Delivery Of Celebration Cakes

- 7.1. Delivery is sometimes available for celebration cakes. If delivery is agreed, I will deliver your cake to your venue or home at a pre-arranged time. This time will be stated on the booking form and if delivery is to a venue, I will advise the venue in advance of my arrival time.
- 7.2. If the delivery time needs to be changed, please advise me as soon as possible but at least 48 hours in advance – depending on other orders on the day of delivery, I cannot always guarantee a change of delivery time will be possible.
- 7.3. Delivery is charged at 60p per mile for the return journey with a minimum charge of £20. Sunday or bank holiday deliveries may be subject to a surcharge of £50.
- 7.4. The delivery charge includes setting up your cake at the venue unless fresh flowers are being added. In this case, an additional charge may apply. 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 written on your booking form if you are having fresh flowers on your cake.
- 7.5. 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.
- 7.6. 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 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. In this case, you would have to arrange to collect the cake yourself.
- 7.7. It is your responsibility to ensure you have provided me with the set-up details and location of the cake at the venue (if applicable). 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.
- 7.8. 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.
- 7.9. 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. Please contact me to discuss this.
- 7.10. I will photograph the cake at the venue as proof that it has been delivered and set up and

left in perfect condition.

8. Non-Edible Elements

- 8.1. *Sometimes my cakes will contain non-edible elements such as wooden dowels, cocktail sticks, 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 you/the venue.*
- 8.2. *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 you/the venue written information concerning any non-edible elements that need to be removed.*

9. Shelf Life

- 9.1. *I recommend my cakes be eaten within 3 days of the event for them to be enjoyed at their best.*
- 9.2. *Leftover cake can be frozen if you would like to. Please contact me for instructions on how to do this best.*

10. Allergens & Special Dietary Requirements

- 10.1. *All allergies and special dietary requirements should be conveyed to Creatures of habit Cakery when ordering a cake. 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 allergy and special dietary requirements will require a signed declaration, which will be provided by myself for you to read over and sign.*
- 10.2. *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.*
- 10.3. *I would recommend anyone with a severe nut; dairy or egg allergy; not to eat my cakes.*
- 10.4. *I will provide full allergen information with the cake upon collection/delivery.*
- 10.5. *Creatures of Habit Cakery accepts no liability for customers suffering allergic reactions from eating my cakes.*

11. Publication & Promotional Rights

- 11.1. *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.*
- 11.2. *From time to time my designs are published in the media e.g., 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.*
- 11.3. *The customer has no ownership rights over any cake design. Exclusivity of cake designs between my customers is not guaranteed unless the customer commissions an exclusive design.*

12. Commissioning a Cake That Is Similar To Another Design

- 12.1. *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.*
- 12.2. *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.*

13. Cancellations/Refunds

- 13.1. *The booking fee is non-refundable and non-transferable in the event of cancellation.*
- 13.2. *Cancellations from the date of booking until 4 weeks before the event will forfeit the booking fee.*
- 13.3. *Cancellations with less than 4 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.*
- 13.4. *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 7.6'.*

14. Change Of Event Date

- 14.1. *If you need to change your booking date, please let me know as soon as possible. Any changes are subject to availability and are not guaranteed.*
- 14.2. *If I can change your booking date, provided it is within 3 months from the day you request the change, the booking fee will be transferred to the new date.*
- 14.3. *If you are moving to a date further ahead than 3 months but within 12 months from the day you request the change, a new booking fee of £50 will be payable to secure the new date. The first booking fee will also be deducted off the final cost.*
- 14.4. *If you are moving to a date further ahead than 12 months from the day you request the change, it will be treated as a cancellation and a new booking fee of £50 will be payable. The original booking fee will be non refundable*.*
- 14.5. *If you are moving your booking to a date I am unavailable for, unfortunately the booking fee will be non-refundable* as this covers work already completed (this may include but is not limited to: phone calls, emails, completing and sending forms, and it is also highly likely that I will have turned down other work for your original date).*

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

15. Complaints

- 15.1. *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.*
- 15.2. *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 me within 48 hours of delivery for inspection.*

- 15.3. *If the complaint is regarding the design of the cake, but the cake was made according to the booking form/sketch which has been checked and approved, I cannot be held responsible for any errors not picked up by the customer.*
- 15.4. *For any complaints I can only deal with the person who booked the cake originally.*
- 15.5. *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.*
- 15.6. *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, I 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 celebration 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.

