



Creatures of Habit Cakery

www.creaturesofhabitcakery.co.uk

07710 556 618

SLEAT ISLE OF SKYE IV44 8AB

Luxury Hampers 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. *Bookings for hampers can be made by email, phone or using the 'contact' page on my website.*
- 1.2. *You can call me or email me if you need to discuss any aspects of your hampers before making a booking.*
- 1.3. *Please advise me of any allergies or specific dietary requirements when booking your hampers.*
- 1.4. *Please note that for 2025 I have a £130 minimum order for hampers (not including delivery). This is my minimum order price for 2025; however, this is not my average hamper price. Usually, couples have a budget of £250+ for their hampers. For dates further ahead than 2025 the minimum order value is subject to change.*

2. **Booking Fees**

- 2.1. *All luxury hampers require a non-refundable booking fee of £50. For hamper orders with less than 4 weeks' notice the full cost of the hampers 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 hamper choices have been confirmed. The final payment is due 4 weeks prior to your event. The due date will clearly be stated at 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 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. **Hamper Details**

- 4.1. *Once the booking form has been sent, please review all the details carefully, especially sandwich and cake choices, spellings of names, allergen information, delivery time and contact numbers – please advise me of any changes as soon as possible.*
- 4.2. *The hampers 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 hampers are made will not be considered to be my error.*

5. **Alterations To Orders**

- 5.1. *I am happy to make alterations to your hampers up to 8 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the hampers, please note that changes within 8 weeks of the event cannot always be guaranteed.*
- 5.2. *Changes to hampers 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.*
- 5.3. *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.*

6. **Collection Of Hampers**

6.1. *I prefer to deliver all my hampers personally, however if this is not possible, your order may be collected at a pre-arranged time.*

6.2. *Hampers that are collected by the customer are always boxed for transportation. I do not take any responsibility for any damage that may occur to the hampers once they have left me.*

6.3. *I advise hampers to be placed on a level, steady surface for transport e.g., in the boot or passenger footwell of your car. Where the hampers are placed in the footwell of your car, heating must be turned off to avoid damage to your hampers. I am happy to place the hampers safely in the car for you if required. The hampers should then be stored in their boxes in a refrigerator and out of direct sunlight until taken to your venue / elopement location.*

7. **Delivery of Hampers**

7.1. *I prefer to deliver your hampers. I will deliver your hampers to your preferred location at a pre-arranged time. This will be discussed during the booking.*

7.2. *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.*

7.3. *Local delivery is charged at £35 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 £35) for time spent at the venue. Sunday deliveries will be subject to a £55 surcharge and bank holidays, a £110 surcharge.*

7.4. *It is your responsibility to ensure you have given me the correct delivery information and delivery time. This will be on your hamper booking form so please check it carefully.*

7.5. *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.*

8. **Shelf Life**

8.1. *I recommend my hampers be eaten within 2 days of the event for them to be enjoyed at their best.*

9. **Allergens & Special Dietary Requirements**

9.1. *All allergy and special dietary requirements should be conveyed to Creatures of Habit Cakery during the booking process. 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 hampers. All allergies and special dietary requirements will require a signed declaration, which will be provided by myself for you to read over and sign.*

9.2. *Unless otherwise stated, all hampers contain gluten, butter, eggs, mustard and celery and are made in an environment that handles, nuts, soya, and alcohol. Gluten-free, nut-free, and dairy free*

hampers 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.

9.3. *I would recommend anyone with a severe nut allergy not to eat my hampers.*

9.4. *I will provide full allergen information with the hampers upon delivery to the venue.*

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

10. **Publication & Promotional Rights**

10.1. *The company, Creatures of Habit Cakery is the sole creator and owner of the hampers, and remains the exclusive property of the company.*

10.2. *I reserve the right to use any image of a customer's hampers made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company. This includes grazing photographs from your elopement photographer.*

Cancellations/Refunds

10.3. *The booking fee is non-refundable and non-transferable in the event of cancellation.*

10.4. *Cancellations from the date of booking until 12 weeks before the elopement will forfeit the booking fee.*

10.5. *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.*

10.6. *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 hampers for you.*

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

11. **Change Of Elopement Date**

11.1. *If you need to change your elopement 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 elopement 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.*

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

11.3. *If you are moving to a date further ahead than 12 months from the day you request the change, a new booking fee of £50 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. **

11.4. *If you are moving your elopement 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 elopement (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).

11.5. *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 2025 to 2026.*

11.6. *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.*

11.7. *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.*

12. **Complaints**

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

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

12.3. *For any complaints I can only deal with the person who booked the hampers originally.*

12.4. *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.*

12.5. *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 elopement 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.