



## Annie Elizabeth Cake Design

**Please read these terms carefully before you submit your order to Annie Elizabeth Cake Design (“we”, “us”, “our”). If you have any questions or issues with these terms, please contact us to discuss.**

### **1. Information about us and how to contact us**

**1.1 Who we are.** We are Annie Elizabeth Cake Design a trading name for a sole trader established in England and Wales. Our address is 15 Mallard Ave, Leven, Beverley HU17 5NA.

**1.2 How to contact us.** You can contact us by telephone at 07788 686566 or by writing to us at [cuttsannie@outlook.com](mailto:cuttsannie@outlook.com) or the address above.

**1.3 Our products.** We use “products” to mean bespoke cakes, cupcakes, biscuits and other handmade baked goods designed and/or created by us.

### **2. Our contract with you**

No contract is made with you until we have received your deposit. Once your deposit has been received you are in a legally binding contract with Annie Elizabeth Cake Design.

**2.1 How we will accept your order.** Our acceptance of your order will take place once we receive your deposit, at which point a contract will come into existence between you and us.

**2.2 If we cannot accept your order.** If we are unable to accept your order (e.g. we are unable to meet your deadlines), we will inform you of this and will not charge you for the product.

### **3. Our products may vary**

The images of the products on our website and social media are for illustrative purposes only. Because our products are all handmade, all sizes, weights, colours, dimensions and measurements may vary.



**3.1 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.

#### **4. Making changes to your order**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel your order - please contact us to discuss this.

#### **5. Our rights to make changes**

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

**5.2 More significant changes to the products and these terms.** In addition, we may need to make more significant changes to the design or specifications of the product, but if we do, we will notify you and you may then contact us 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.

#### **6. The cakes**

Our cakes are made in an environment where nuts, egg, milk, gluten and other allergens are present. We cannot guarantee that any cake is entirely nut free although we make every effort to ensure that allergies are accommodated.

We cannot guarantee an exact replica of any cake. Where colour swatches are provided we will do our best to match as close as we deem possible. Exact colour matches are not guaranteed.

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. We cannot be liable for any contamination to our food product that may arise from their misuse. We recommend that your florist liaise directly with us to confirm detail about the size of cake being dressed to avoid any miscommunication.



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

The cake is a fresh product containing no additives or preservatives and it is our right to assume consumption on the day requested. Cakes should be stored in a dry place, at room temperature, away from direct sunlight and sources of heat in the box provided. They should NOT be refrigerated.

Annie Elizabeth Cake Design and the customer expressly agree that the cakes and all goods purchased from Annie Elizabeth Cake Design remain the property of Annie Elizabeth Cake Design until paid for in full.

## **7. Providing the products**

**7.1 Delivery costs.** If you require your product to be delivered, this must be clearly stated when placing your order.

**7.2** Delivery requests made after the full payment of your cake has been received will not be accepted unless otherwise stated by ourselves.

**7.3** The costs of delivery (if any) will be notified to you before the order is accepted.

**7.4 When we will provide the products.** We will contact you to agree a delivery/collection date, which will be no later than 2 days before the date your product is due, unless agreed otherwise. If delivery has been requested we will deliver the cake on the day set out in the order confirmation to the address provided.

**7.5 We are not responsible for delays outside our control.** If our supply of the product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. If there is a risk of substantial delay you may contact us to cancel your order and receive a refund for any products you have paid for but not received.

**7.6 Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time from 9am - 5pm on weekends or such other time as agreed with you.

**7.7 If you are not at home when the product is delivered.** If no one is available at your address to take delivery we will notify you of how to rearrange delivery or collect the products from our address (see clause 1.1).



**7.8 If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange to collect them from our address, we will contact you for further instructions. As all our products deteriorate quickly, you will be required to collect the products within 24 hours of the original delivery/collection time. Any additional delivery will be chargeable at a cost notified to you.

**7.9 When delivering to a wedding venue.** We will contact the venue in advance to arrange a mutually convenient time for delivery. If we set up the wedding cake we shall take a photograph of the cake before leaving. Should the venue need to set up the cake themselves we shall explain how the cake is to be displayed and where possible, obtain a signature to verify we have done so. Once the cake has been delivered we are unable to accept liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided.

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

**7.10 When you become responsible for the goods.** A product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us. We accept no responsibility for any damage sustained to the cake once it has left the premises.

## **8. Cancellation, Postponements and alterations**

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

we may choose to offer a refund outside the above timescales if we have not incurred costs relating to your order, however such refund will be at our sole discretion.



**8.1** You may, prior to 6 weeks before the date the cake is due, amend or cancel your order by providing us with written notice. In the case of alterations, a new order confirmation will be issued detailing the changes and the new cost. Alterations are not confirmed until a new order confirmation has been issued. Should you make any changes after that time there will not be a reduction in the price you pay, even if your new design is cheaper than the original booking.

**8.2** In the unlikely event that we need to cancel your order any monies paid will be refunded. Annie Elizabeth Cake Design reserves the right to cancel, vary or suspend the operation of this contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing): fire, floods, storm, plant breakdown, strike, lock outs, riot, hostilities, non-availability of materials or supplies or any other event outside the control of Annie Elizabeth Cake Design, and Annie Elizabeth Cake Design shall not be liable for any breach of contract resulting from such an event.

## **9. Complaints**

**9.1** Complaints are very rare and due to the amount of work put into each individual cake we take them very seriously. Any issues must be brought to our attention with 48 hours of collection or delivery to give fair opportunity to assess the nature of the complaint.

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

**9.3** Where the complaint is in regards to the quality of the cake then the cake, or remainder of the cake/tier, must be returned to us as soon as possible after cutting and within 48 hours of collection/delivery to ensure that we are able to fairly assess the nature of the complaint.

**9.4** Please note we can only deal with the client who placed the original order.

## **10. Price and payment**

**10.1** We will advise you of the price either on our website or by notifying you before you order. You must pay for the products before we deliver them or they are collected. We will ask for a deposit or full payment when the order is made.

**10.2** The price of your cake will be as set out in your order confirmation. No Vat is payable on the cakes. For Wedding Cake orders, a £100 deposit is required to secure your order.



- 10.3** No order is confirmed until a deposit has been received from you.
- 10.4** Please note all deposits are non-refundable and non-transferable.
- 10.5** The balance must be paid in cleared monies no later than the date set out in the order confirmation via the payment method stated by Annie Elizabeth Cake Design.
- 10.6** If payment is not received by the date specified this shall be constituted as breach of contract by the client. We reserve the right to hold the order until payment is made in full. When payment is late we accept no responsibility should we be unable to purchase the required stock or equipment to make the cake as laid out in the order confirmation. In these circumstances the cake will be made as close to the order confirmation as possible with no redress or liability on Annie Elizabeth Cake Design.

## **11 General Terms**

We 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 Annie Elizabeth Cake Design for your own benefit.