

# **Terms & Conditions**

Full terms & conditions for Zoe's Bakeaway are detailed below. By making an initial payment it will be deemed that the terms are understood and accepted as applying to your order.

## **Payment Conditions**

#### **Pricing**

Following your consultation/enquiry, your quote is valid for 14 days, paying your initial payment (see below) secures this price & prevents any further price increases, except in exceptional circumstances beyond our control e.g. exceptional fuel price increases etc.

## **Initial Payments**

A non-refundable 25% payment (total of the order & delivery price) is required in order to secure the commission of your cake and chosen date with Zoe's Bakeaway. For orders under £50, full payment is required to secure the date, and no later than 1 week before the event, with the exception of wedding cakes which are 4 weeks before the event date, unless otherwise agreed by Zoe's Bakeaway.

## Save the Date (Wedding Cakes Only)

If you wish to secure the date, without yet having a cake design and final price, a £50 payment can be made. The design and final price will be agreed at least 3 months before the wedding date. Once a full quotation has been received and agreed on, the remainder of the 25% initial payment is then due. Full payment will then be due no later than 4 weeks before the wedding date.

## Tasters (Wedding Cakes Only)

You are welcome to order samples for tasting alongside your consultation. We charge £20 payable in advance for this service. This amount will be deducted from the final cost of your cake, should you proceed with the booking.

#### Payment

Payments should be made by bank transfer to the following bank account details:

Account Name: Z V Holder Sort Code: 20-49-08 Account Number: 83470741

Please use your full name as your reference.

Please inform us, either by email or direct message, with confirmation of transfer in order to prompt acknowledgement of the payment, and a receipt will be sent. Final payment for your order is required no later than 1 week before (4 weeks for wedding cakes) the collection/delivery date of your order.

## Late Payments

If your Initial Payment is not paid within 1 month of quoting (2 for wedding cakes) then we reserve the right to cancel any previous arrangements. If full payment is not received and cleared in our account 1 week (4 weeks for wedding cakes) before collection/delivery of your order, then Zoe's Bakeaway reserves the right to not release your order.

#### Cancellation

If cancellation of the event takes places we reserve the right to retain your Initial Payment. For wedding cakes only, If cancellation takes place 3 weeks before the event then we reserve the right to keep 50% of the total price, or if cancellation occurs 7 days prior then 100% of the value with be retained to cover the costs of production of the cake.



Cancellation must be made in writing (by letter or email) to Zoe's Bakeaway and will only be deemed to take effect from the date your letter/email is received at our premises. If you postpone the event we will endeavour to transfer your order providing the date is suitable for ourselves, otherwise it shall be treated as a cancellation.

We retain the right to cancel the booking in very unusual circumstances beyond our control, such as fire or ill health, during which we will refund any money taken in full.

## Privacy

We respect your privacy and comply with GDPR with regard to your personal information. These terms and conditions should be read alongside our privacy policy.

## **Excluding Liability**

We do not exclude liability for: a) any fraudulent act or omission; or b) for death or personal injury caused by negligence or breach of our other legal obligations. Subject to this, we are not liable for loss which was not reasonably foreseeable to both parties at the time when the contract was made.

## **Design Conditions**

## Alterations & Changes

It is your responsibility to read & check the quote thoroughly; any amendments should be made in writing. If requested, we will endeavour to adjust the design where possible, but sometimes this is not possible according to the nature of the request or amount of notice given. If the alteration affects the cost, or preparation work for the original design has already been undertaken, then your balance will be adjusted accordingly. Please warn us when you pay your deposit if you are undecided on the design.

For wedding cakes only, Zoe's Bakeaway reserves the right to charge 75% of the initial quoted price should any changes or alterations made within 2 months prior to the event date reduce the final cost to less than 75% of the original quoted price.

Any cake ordered from a picture or photo of a cake produced by any other cake maker, can only be reproduced as our interpretation of that cake and will not be an exact reproduction of the cake in the picture or photo.

#### Chocolate & Buttercream Cakes

We recommend extreme caution if you are considering a cake decorated with chocolate or buttercream for a summer celebration (May-September). We cannot accept responsibility for any melting of the cake once it has left our possession, as we have no control over the environmental /venue temperature. We can however advise you of designs that are less susceptible to melting, provide advice on transportation of your cake and do everything within our control to reduce the impact on the cake.

## **Allergies & Special Dietary Requirements**

## Special Diets

Please discuss with us if any of your guests have special dietary requirements. Cakes can be made gluten free / egg free / alcohol free / without nuts by request. Please be aware that although these ingredients can be removed from the cakes, they are still used in our kitchen so we cannot guarantee that any of our cakes are completely free of all traces for people who are highly sensitive.

## Non-Edible Items

Most cakes contain small proportions of inedible items, it is the clients responsibility to ensure these are removed by yourself/caterer/guests before consumption e.g. support dowels in tiered cakes, ribbon, wires in sugar flowers.



## **Delivery Conditions**

## Delivery charge

Delivery charge is calculated on a mileage and time basis. Alternatively, cakes can be collected from our premises. If you choose delivery, it is our intention that your cake will be delivered in perfect condition prior to the start of your celebration event. However we ask for patience with factors that may be beyond our control (e.g. traffic conditions) as we cannot be held liable for any such delays. In some circumstances, we may recommend the cake is delivered 1 day in advance. It is your responsibility to ensure you inform us of your correct event/ceremony & reception time plus the postcode of the venue. In the unlikely event of late delivery, the maximum compensation will be a refund of the delivery price.

We cannot be held liable for any damage that is rendered to the cake at the venue once we have left the premises. It is with this in mind that we require somebody responsible, to check that they are happy with the cake before we leave.

If you chose to collect the cake, we will not be held liable for any damage to the cake once it has left our premises. Tiered cakes are most at risk during transport, so please seek our advice on how to transport it, and we highly recommend you check your wedding insurance covers cake damage. To ensure your cake is as fresh as possible, we recommend it is collected the day before the wedding.

Late requests for delivery (after securing the booking based on collection) will be accommodated where possible, but cannot be guaranteed.

## Cake Set up

It is the clients' responsibility to ensure arrangements are made for the cake table, linen, cake stand & knife where needed and of which should all be set-up prior to our arrival, (unless there is an agreement that we will liaise with the venue on your behalf). If any delay is incurred due to these not being set-up, we reserve the right to charge for any delay incurred (labour costs at £25 per hour, plus any compensation required to pay to other clients cake delivery has been delayed as a result) or leave the cake with the event manager to assemble / move into position as appropriate. Please take extra care to ensure a stable cake table if you are having a marquee wedding, as surrounding floor boards can easily rock the cake once stood on.

## Storage & Consumption

#### Damage

Please remember that cake decorations are very delicate items, and we cannot accept responsibility for damage that is done to the cake after it has left our possession. If any damage is rendered to the cake after it has left our possession, then you can advise us and request a repair, which will be costed accordingly, including transport costs if appropriate.

#### Best Before Date

Your cake is baked to ensure it is fresh for the date of your event. After this date, we advise occasionally some sponge cakes are frozen as soon as possible to ensure its condition is maintained. We cannot guarantee your cakes quality if it's consumed more than 48 hours after the event. Our cakes are made entirely of natural ingredients, so we'd like to remind you that because of this they will not have the extended shelf life of most supermarket cakes, which contain additives and preservatives to ensure their prolonged life. Freezing the cake however, preserves the taste of the sponge and icing as much as feasibly possible, but please bear in mind that it will affect the visual appearance of the icing, as condensation will form upon defrosting. Food hygiene recommendations recommend that food should only be frozen for a maximum of 3 months. If your sponges have already been frozen prior to cake decorating, you will be advised of this.



Once home, the cake should be wrapped in clingfilm to remove as much air as possible, then stored in an airtight container before freezing for a maximum of 3 months. The cake should not be refrozen if defrosted, therefore it may be appropriate for you to cut it into convenient portion sizes before freezing, so that it can be defrosted on a per portion basis.

Sugar paste cakes should not be refrigerated, as it will cause condensation to form on the surface of the icing. Refrigeration also accelerates the staling of the flour in the cake, so should only be used with extreme caution e.g. if hot weather is compromising the quality of a chocolate decorated cake.

## **Complaints**

If you have concerns about your cake, please notify us upon delivery/collection so that we have the opportunity to rectify it in time for your event. For weddings, we highly recommend a member of the family / event manager as the designated point for the day, to help ensure all runs smoothly.

All other concerns should be made in writing, and evidence of the fault should be included. A refund is only given if the uneaten cakes are returned, and are unsuitable for consumption / not as described in the written quote. No refunds are given due to change of mind. This is covered as per the terms and conditions for 'cancellation' and 'alterations & changes sections.

In the unlikely event of late delivery (defined as delivery after the start time of your celebration event or for weddings, of the start of the wedding breakfast), the maximum compensation will be a refund of the delivery price. We ask for patience with factors that may be beyond our control (e.g. traffic conditions) as we cannot be held liable for any such delays.

We pride ourselves on our personal yet professional service.

Thank you for using our services.