



# Leading Lady Cakes Terms & Conditions

Full terms & conditions for Leading Lady Cakes 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

### Prices

Following your consultation / enquiry, your quote is valid for 6 months, 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 30% payment (total of the cake & delivery price) is required in order to secure the commission of your cake and chosen date with Leading Lady Cakes.

Wedding dates are held for 7 days following delivery of quotation, after this time the date is opened and therefore availability is not guaranteed.

For orders under £60, full payment is required to secure the date, and no later than 3 weeks before the event, unless otherwise agreed by Leading Lady Cakes.

### Save The Date

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 30% initial payment is then due. Full payment will then be due no later than 3 weeks before the wedding date.

### Tasters

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 to book a cake at a cost of £300 or more.

### Hire of cake stands, macaron towers and cupcakes towers.

These can be hired at the time of booking for a small fee to cover the return postage, but a returnable deposit is payable. The deposit is returned on receipt of the equipment in the condition it was hired, and must be within **one week** of hire, unless otherwise agreed in writing with Leading Lady Cakes.

### Payment

Payment should be made by bank transfer

Halifax Building Society,  
Annie Bennett,  
Sort Code:11-15-17  
Acc no:10697768

Please email us with confirmation of transfer in order to prompt acknowledgement of the payment, and a receipt will be sent.

Card payments can be made via phone call.

Final payment for your cake is required no later than 3 weeks before the collection/delivery.

### Late Payments

If your Initial Payment is not paid within 2 months of quoting then we reserve the right to cancel any previous arrangements. If full payment is not received and cleared in our account before the event then the order will not be released.

## Privacy Policy and Acceptable use policy

Personal data and other information provided by you is subject to our Privacy Policy and shall only be used in accordance with it. For more information, please go to our Privacy Policy, which can be found on our website: <https://leadingladycakes.co.uk/privacy-policy>

## Limitation of Liability

- a) We are responsible for loss or damage you suffer that is a foreseeable result of our negligence or our breach of the Terms, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- b) Exceptions to Limitation of Liability  
Our liability does not exclude or limit in any way:
  - i) fraud or fraudulent misrepresentation;
  - ii) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

## Cancellation

Before we begin to provide the services, you have the following rights to cancel our services:

- a) Subject to clause d) below, you may cancel any order for services at any time within 14 days of the date of our email confirmation of your order. Cancellation must be made in writing (by letter or email). We will confirm your cancellation in writing to you;
- b) if you cancel an Order and you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you;
- c) however, if you cancel an order for services and we have already started providing the services by that time, you will pay us any costs we have reasonably incurred in providing part of the services, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact us. However, where you have cancelled an order because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.
- d) If we have completed providing the services, you have no right to cancel, even if this is within 14 days of our email confirmation of your order.

If cancellation takes place 3 weeks before the event of the booking then we reserve the right to keep 75% of the total price, or if cancellation occurs 7 days prior then 100% of the value will be retained to cover the costs of production of the cake.

Cancellation must be made in writing (by letter or email) to Leading Lady Cakes 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.

# Design Condition

## 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.

Leading Lady Cakes reserves the right to charge 75% of the initial quoted price should any changes or alterations reduce the final cost to less than 75% of the original 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

We recommend extreme caution if you are considering a cake decorated with chocolate for a summer wedding (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 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 kitchens 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 your 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 reception. 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 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, as earlier delivery commitments must take priority.

### Cake Set up

It is the clients' responsibility to ensure arrangements are made for the cake table, linen, cake stand & knife, 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 brides whose wedding 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 sponge cakes are frozen as soon as possible to ensure its condition is maintained, otherwise, we cannot guarantee its 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.

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 / inspection so that we have the opportunity to rectify it in time for your event. 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.

In the unlikely event of late delivery (defined as delivery after 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.