



# Vanilla Cake Creations

www.vanillacakecreations.co.uk

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9 Orchil Close, Little Sutton, Cheshire CH66 4YQ

## **Celebration Cake Terms & Conditions**

All sales made by Vanilla Cake Creations 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 us at [vanillacakecreations@yahoo.com](mailto:vanillacakecreations@yahoo.com).

### **1. Consultations**

- 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 us prior to booking, but the final design will be subject to our own creative process as we prefer to create original designs, rather than directly copy an existing design.
- 1.3. Please advise us of any allergies or specific dietary requirements when booking. Please note that not all dietary requirements can be accommodated so please advise before confirming an order and paying a booking fee.
- 1.4. Please note, that for 2024 we have a £125 minimum order price for celebration cakes. The final price quoted for a cake will be based on both size and design. For dates further ahead than 2024 the minimum order value is subject to change.

### **2. Booking Fees**

- 2.1. For celebration cake orders a 50% non-refundable booking fee is required (50% of quote amount). For cake orders with less than 2 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 quote 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 we are 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 13'.

### **3. Payment Schedule**

- 3.1. The final payment is due 7 days before your event. 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 7 days before your event, then we have the right to cancel your booking. The booking fee paid to secure your date is then non-refundable and non-transferable and we may no longer be able to accommodate your booking.

- 3.3. *Unfortunately, we 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 quotation has been sent, please review all the details carefully especially; cake tier sizes, flavour choices, spellings of names, allergen information, event date and venue (if applicable) – please advise us of any changes as soon as possible.*
- 4.2. *The cake will be made according to the quotation and therefore it is imperative that all details are checked carefully. Any errors not picked up on the quotation before the cake is made will not be considered to be our error.*
- 4.3. *Any personalized 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. *We are happy to make alterations to your cake design and order up to 2 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 2 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. We 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 us know by return if any changes are needed.*

#### **6. Collection Of 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. Cakes over 3 tiers tall or with intricate decoration or sugar flowers are not suitable for customer collection. If the cake is not deemed suitable for customer collection then delivery is sometimes available for celebration cakes. If delivery is agreed we 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, we will advise the venue in advance of our arrival time. Please note that a delivery charge is likely to be incurred, based upon mileage to and from the delivery address from CH66 4YQ. It is your responsibility to ensure you have given us the correct delivery information and delivery time. This will be on your cake booking form so please check it carefully.*
- 6.2. *Cakes that are collected by the customer are always boxed for transportation. We will provide full instructions on the care and handling of your cake. We do not take any responsibility for any damage that may occur to the cake once it has left us.*
- 6.3. *We advise cakes to be placed on a level, steady surface for transport e.g., in the passenger footwell of your car, or a car boot (with suitable non-slip material beneath the cake box). We are 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 until required.*
- 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 us. 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.*

#### **7. Non-Edible Elements**

- 7.1. *Some of our celebration cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this with the cake.*
- 7.2. *As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. If the cake is delivered to a venue we will give the venue written information concerning any non-edible elements they need to remove.*

#### **8. Shelf Life**

- 8.1. *We recommend our cakes be eaten within 3 days of the event for them to be enjoyed at their best.*
- 8.2. *Left over cake can be frozen if you would like to, details of the best way to do this can be provided.*

## **9. Allergens & Special Dietary Requirements**

- 9.1. *All allergy and special dietary requirements should be conveyed to Vanilla Cake Creations when placing an order. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake.*
- 9.2. *Unless otherwise stated, all cakes contain; gluten, milk (including butter) and eggs and are made in an environment that handles; nuts, soya, and alcohol. Gluten-free, nut-free, and dairy free cakes can sometimes be made on request; however, we cannot guarantee that these cakes will not contain trace amounts of these ingredients due to the nature of the product.*
- 9.3. *We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.*
- 9.4. *We will provide full allergen information with the cake upon delivery to the venue.*
- 9.5. *Vanilla Cake Creations accepts no liability for customers suffering allergic reactions from eating our cakes.*

## **10. Publication & Promotional Rights**

- 10.1. *The company, Vanilla Cake Creations 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.*
- 10.2. *We reserve the right to use any image of a customer's cake made by the company for publication on websites and social media platforms after the delivery date, unless previously agreed in writing between the customer and the company.*

## **11. Commissioning A Cake That Is Similar To Another Design**

- 11.1. *If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot be guaranteed.*
- 11.2. *If you wish to have us recreate someone else's design, we 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.*

## **12. Cancellations/Refunds**

- 12.1. *The booking fee is non-refundable and non-transferable in the event of cancellation.*
- 12.2. *Cancellations from the date of booking until 7 days before the event will forfeit the booking fee.*
- 12.3. *There may be a rare occasion when Vanilla Cake Creations needs to cancel an order due to exceptional circumstances beyond our control. In this case, as much notice as possible of the cancellation will be given and any monies paid, including deposits will be refunded.*

## **13. Change Of Event Date**

- 13.1. *If you need to change your event date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed. If we 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. Complaints**

- 14.1. *In the unlikely event there is an issue with your cake, it must be brought to our attention within 48 hours of the cake being received so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.*
- 14.2. *If the complaint is regarding the quality of the cake, we may ask for the cake or the remainder of the cake to be returned to use within 48 hours of delivery for inspection.*
- 14.3. *If the complaint is regarding the design of the cake, but the cake was made according to the quotation form and sketch which has been checked and approved, we cannot be held responsible for any errors not picked up by the customer.*
- 14.4. *For any complaints we can only deal with the person who booked the cake originally.*
- 14.5. *You must give us 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 us and allowing us reasonable time to provide a satisfactory solution.*
- 14.6. *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, we may seek to take legal action against you.*

*We 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 us. If you change your event 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.***