



Vanilla Cake Creations

www.vanillacakecreations.co.uk

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9 Orchil Close, Little Sutton, Cheshire CH66 4YQ

Wedding 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.

1. Consultations

- 1.1. Consultations are generally held by telephone and design details and requirements can also be sent via email.
- 1.2. If you wish to purchase a tasting box of four flavours of cake (two slices per flavour), this can be provided to you on an advised date, when tasting boxes are also being provided to other customers. A charge of £30 will be made for each tasting box.
- 1.3. After the consultation we will sketch out the design of your cake, based upon your requirements and the details discussed. This sketch remains our property unless the booking fee has been paid, after that we will send a copy of the design to you.
- 1.4. Please advise us of any allergies or specific dietary requirements when booking your consultation.
- 1.5. Please note, that for 2024 we have a £200 minimum order price for wedding cakes (not including delivery over 10 miles). This is the minimum order price for 2024 for a small **single** tier wedding cake. For dates further ahead than 2024 the minimum order value is subject to change. Please note that the final price of the cake may be subject to increase to reflect any price rises for raw materials, cake supplies and energy costs from when the original booking was made.

2. Booking Fees

- 2.1. For wedding cake orders under £300 a £100 non-refundable booking fee is required. For cakes orders over £300 a non-refundable booking fee of £150 is required. For cake orders with less than 4 weeks notice the full cost of the cake must be paid at time of booking.
- 2.2. All booking fees must be paid within 10 days of the quote being sent; dates cannot be held open without the booking fee. After 10 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 16'.

3. Payment Schedule

- 3.1. *Once the cake design has been finalised. The final payment is due 28 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 28 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 – 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.*

5. Decorative Items Supplied By Third Parties

- 5.1. *We cannot be held responsible for delays on items being supplied from other companies e.g., cake toppers, special order cake stands etc.*
- 5.2. *If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer.*
- 5.3. *If you are ordering a topper or cake stand yourself, please carefully check the size with us to make sure it is suitable for your cake and ensure the lead time is in line with your event. We would always advise ordering as soon as possible.*
- 5.4. *If ordering items yourself, we cannot be held responsible for any errors in size, shape or design as the ordering has not been carried out by ourselves.*
- 5.5. *We reserve the right not to use anything supplied by a third party if we feel it's unsuitable.*

6. Flowers Supplied By Florists

- 6.1. *When fresh flowers are being added to a cake these will not be included in the price of the cake as usually they will be provided by your florist.*
- 6.2. *We can only work with what your florist provides for us on the day. We would always advise ordering a few extra flowers so we have a good selection to work with. Please ensure they order flowers especially for the cake so that the cake flowers are of the same high standard as the rest of the florals. We would recommend asking your florist to provide organic flowers to go directly onto the cake. These should be free of pesticides. If we feel that any unsuitable or toxic flowers have been supplied then they will not be used on your cake.*
- 6.3. *If your florist does not meet us at the agreed time at the venue, we cannot always guarantee that we will be able to wait for them to arrive.*
- 6.4. *If we cannot wait due to lateness of your florist, then they would have to add the flowers to the cake, and we cannot be held responsible if the arrangement made does not then match our vision and design for the cake and take no responsibility for the way the flowers have been added to the cake which may not be in a food safe way.*

7. Alterations To Orders

- 7.1. *We are happy to make alterations to your cake design and order up to 4 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 4 weeks of the event cannot always be guaranteed.*
- 7.2. *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.*
- 7.3. *Please take the time to check the new copy of the quote form with the amendments carefully and let us know by return if any changes are needed. See section 4.*

8. Collection Of Cakes

- 8.1. *We prefer to deliver all our cake orders personally, however if this is not possible, 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.*
- 8.2. *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. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. We do not take any responsibility for any damage that may occur to the cake once it has left us.*
- 8.3. *We advise cakes to be placed on a level, steady surface for transport e.g., in the passenger footwell of your car. 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 taken to the venue.*

9. Delivery & Set Up Of Wedding Cakes

- 9.1. *We prefer to deliver and set up our wedding cake orders. We will deliver your cake to your venue at a pre-arranged time. This will be discussed during the consultation, and we will advise the venue in advance of our arrival time.*
- 9.2. *If the delivery time needs to be changed, please advise us as soon as possible but at least 14 days in advance – depending on other orders on the day of delivery, we cannot always guarantee a change of delivery time will be possible.*
- 9.3. *Local delivery is free within 10 miles of CH66 4YQ, however if free on-site parking is not available at the venue then a charge for parking may apply, similarly any tunnel or bridge toll fees incurred will be subject to charge. Other journeys are charged at £1 per mile for the return journey (mileage is calculated based on Google maps mileage from CH66 4YQ).*
- 9.4. *Charges for setting up the cake at the venue, including stacking tiers, are included in the quoted price for the cake. If fresh flowers are being added at the venue an additional charge will apply. This depends on the quantity of flowers on the cake but will start from £25. We prefer to add flowers ourselves rather than having your florist attach them. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design. This will all be discussed at your consultation if you are having fresh flowers on your cake.*
- 9.5. *It is your responsibility to ensure you have given us the correct delivery information and delivery time. This will be on your cake quotation so please check it carefully.*
- 9.6. *It would be very rare, but on the event day we 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 we would always do our best to deliver as prearranged, but some circumstances would be out of our reasonable control. Please ensure you have adequate wedding insurance in place to cover this eventuality.*
- 9.7. *It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue. We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by passing guests.*
- 9.8. *We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day*
- 9.9. *We also reserve the right not to use a cake stand provided by the venue or yourself if we feel it will not hold the weight of the cake. .*
- 9.10. *We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.*

10. Non-Edible Elements

- 10.1. *Most of our stacked 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 to the venue.*
- 10.2. *As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give the venue written information concerning any non-edible elements they need to remove.*

11. Shelf Life

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

12. Allergens & Special Dietary Requirements

- 12.1. *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.*
- 12.2. *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.*
- 12.3. *We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.*
- 12.4. *We will provide full allergen information with the cake upon delivery to the venue.*
- 12.5. *Vanilla Cake Creations accepts no liability for customers suffering allergic reactions from eating our cakes.*

13. Publication & Promotional Rights

- 13.1. *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.*
- 13.2. *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.*
- 13.3. *The customer has no ownership rights over any cake design. Exclusivity of cake designs between our customers is not guaranteed unless the customer commissions an exclusive design.*

14. Commissioning A Cake That Is Similar To Another Design

- 14.1. *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.*
- 14.2. *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.*

15. Cancellations/Refunds

- 15.1. *The booking fee is non-refundable and non-transferable in the event of cancellation.*
- 15.2. *Cancellations from the date of booking until 28 days before the wedding will forfeit the booking fee.*
- 15.3. *Cancellations with less than 28 days 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 28 days of the wedding date.*
- 15.4. *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. If required, we will also assist in finding a replacement baker of the same high standard to make your cake for you.*

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

16. Change Of Wedding Date

- 16.1. *If you need to change your wedding date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed. Please liaise with us to check our availability before moving your wedding date. We always advise getting more than one new date option from your venue for a move of date to give us the best chance of being able to change the date.*
- 16.2. *If we can change your wedding date the booking fee will be transferred to the new date.*
- 16.3. *If you are moving your wedding to a date we are unavailable for, unfortunately the booking fee will be strictly non-refundable as this covers work already completed in the run up to your wedding (this may include but is not limited to: phone calls, emails, completing and sending forms, cake design and drawings and general preparation work).*

- 16.4. *Date changes to different years may be subject to an additional charge in line with our yearly cost increases e.g., a date change from 2023 to 2024.*
- 16.5. *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.*
- 16.6. *We 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.*

17. Complaints

- 17.1. *In the unlikely event there is an issue with your cake, it must be brought to our attention within 24 hours of the cake being delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.*
- 17.2. *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.*
- 17.3. *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.*
- 17.4. *For any complaints we can only deal with the person who booked the cake originally.*
- 17.5. *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.*
- 17.6. *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 wedding 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.