



www.cathlenescakes.co.uk

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61 Danvers Road, Mountsorrel, LEICESTERSHIRE, LE12 7JG

TERMS & CONDITIONS

All sales made by Cathlene's Cakes 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 on hello@cathlenescakes.co.uk

1. CONSULTATIONS

- 1.1. Consultations are by appointment only and will either be via Zoom video chat or in person if required.

2. QUOTATIONS

- 2.1. Quotations are valid for 30 days from the date of creation, unless agreed otherwise.
- 2.2. If you choose to proceed with your booking after this period, a new quotation will be created and the price may differ, as prices are subject to change.

3. BOOKING FORM

- 3.1. All agreed details will be specified on your booking form. Please review all the details carefully especially cake tier sizes, flavour choices, spellings of names, allergen information, delivery time and contact numbers – please advise us of any changes as soon as possible.
- 3.2. The cake will be made according to the booking form and therefore it is imperative that all details are checked carefully. Any errors not picked up on the booking form before the cake is made will not be considered to be our error.

4. BOOKING FEE

- 4.1. A non-refundable booking fee of £100 is required for wedding cakes, or £50 for celebration cakes, to secure your event date in our calendar.
- 4.2. For cake orders with less than 4 weeks' notice, the full cost of the cake must be paid at time of booking.
- 4.3. 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. Please refer to section 8.2.4.
- 4.4. By paying the booking fee and securing the date you are accepting these terms and conditions.

5. FINAL BALANCE

- 5.1. With the uncertainty about how inflation will affect the cost of supplies and ingredients in future years, your final balance will be subject to review two months before your event. At this time we will review the price of ingredients and amend the final balance due if required.
- 5.2. PLEASE NOTE: this will only be a review of the cost of supplies and ingredients. The labour element of your original quotation will not change.

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*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.***

6. BALANCE PAYMENT

- 6.1. The final balance is due no later than 4 weeks before your event date. If you choose to cancel after this has been paid it will not be refunded.
- 6.2. If the final balance is not received 4 weeks 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

7. CANCELLATIONS / REFUNDS:

- 7.1. We offer a bespoke service and are therefore limited in how many bookings are taken for any given week and cancelled space is difficult to fill at late notice. We hope it will never happen but, if you cancel the order, the following cancellation charges will apply. Cancellations must be in writing.
 - 7.1.1. Within 4 weeks of event - 100% of cake cost.
 - 7.1.2. From the time of booking until 4 weeks before event - non-refundable booking fee.
- 7.2. In the unlikely event we are no longer able to make your cake, due to illness or by circumstances beyond our control*, a full refund of any monies paid towards your cake will be given. If required we will assist in finding a replacement cake maker for you, although we cannot guarantee this.

* This does not include a force majeure event. Please refer to section 25.
- 7.3. We strongly advise that you take out wedding insurance that covers you in the event of a cancellation that is out of your control.

8. POSTPONEMENTS:

- 8.1. 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. Please liaise with us to check our availability before moving your event 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.
- 8.2. As we are only able to book a limited number of bookings for any given week, postponed event dates means loss of income for the original date in addition to theoretical loss of income for the new date as your postponed event is taking a booking space that would normally be filled with another booking. Therefore, postponements will be dealt with as follows:

- 8.2.1. If you change your event date within 4 weeks before your original date it will be considered a cancellation and the CANCELLATION terms will apply (please refer to section 7.1.1). Your new date would be considered a new booking.
- 8.2.2. If you change your event date between 6 months and 4 weeks before your original date, unfortunately your booking fee will be non-refundable as we are likely to have turned away other potential bookings for your original date. Your new date would be considered a new booking.
- 8.2.3. If we are subsequently able to fill the original date with a new booking, we will deduct the first booking fee off the final balance of your cake.
- 8.2.4. If you change your event date over 6 months before your original date, your booking fee will be transferable to your new date.

- 8.3. All date changes will result in a recalculation of the cake price to the most recent pricing structure (e.g. if your new date is in the following year).
- 8.4. 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.
- 8.5. We strongly advise that you take out wedding insurance that covers you in the event of a postponement that is out of your control.

9. RIGHT OF WITHDRAWAL

- 9.1. Discovery of new information, changes to agreed circumstances or other factors which tend to circumvent our policies may result in our withdrawal. Non co-operation, changes in locations, facilities or available times, missed appointments, non confirmation of quote acceptance and late payments are examples of contributing factors. Should we initiate the withdrawal, any payments will be returned, excluding the non-refundable booking fee and fair market value for any services or products already provided.

10. DESIGN CHANGES

- 10.1. 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.

- 10.2. 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.
- 10.3. Please take the time to check the new copy of the order form with the amendments carefully and let us know by return if any changes are needed. See section 3.
11. FLOWERS SUPPLIED BY FLORISTS
- 11.1. If you are having fresh flowers on your cake provided by your event florist, the flowers should be non-toxic and free from chemicals and pesticides.
- 11.2. We can only work with what your florist provides for us on the day. 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. Any unsuitable or toxic flowers supplied will not be used on your cake.
- 11.3. We cannot be held responsible if, for any reason, your florist is unable to supply flowers for the cake.
- 11.4. If, for any reason, your florist is late arriving to the venue with the flowers, we cannot always guarantee that we will be able to wait for them to arrive.
- 11.5. 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.
12. DECORATIVE ITEMS SUPPLIED BY THIRD PARTIES
- 12.1. We cannot be held responsible for delays on items being supplied from other companies e.g., cake toppers, special order cake stands etc.
- 12.2. If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer.
- 12.3. 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.
- 12.4. 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.
- 12.5. We reserve the right not to use anything supplied by a third party if we feel it's unsuitable.
13. DISPLAY ITEM HIRE
- 13.1. We have a range of cake stands available to hire for your event. The cost of this can be discussed during the booking process or a consultation.
- 13.2. Any hire is subject to a refundable damage deposit. This varies depending on the cost of the item/s being hired.
- 13.3. All hire charges and deposits are payable in advance 28 days before the event date and will be detailed on your booking form.
- 13.4. Hired items must be returned to us within 7 days of the event date unless previously agreed. If items are not returned within 7 days then a late return fee of £5 per day per item will be charged.
- 13.5. If items are not returned within 14 days, then the entire hire deposit will be forfeited.
- 13.6. If a late return has been previously agreed in writing, then no charges will be made as long as the items are returned by the specified date.
- 13.7. We do not collect hired items ourselves unless this has been previously agreed. A fee will be charged if we are required to collect hired items ourselves. This will vary dependent on distance to the venue but would usually be equal to the delivery charge for your cake.
- 13.8. If items are returned damaged, then the damage deposit will be forfeited. If the item can be repaired e.g. by obtaining a new part, then only the cost of this part plus an admin fee of £10 will be charged. If the item is damaged beyond repair or is lost, then the entire damage deposit will be kept in order to replace the item.
- 13.9. Please notify us as soon as you can if damage, breakage or loss has occurred so we can assess the situation and advise of the best resolution.
14. DELIVERY
- 14.1. We prefer to deliver and set up our wedding cake orders. We will deliver and set-up the cake at the time and venue detailed on your booking form. We will require a contact name at the venue. It is your responsibility to ensure you have given us the correct delivery information and timings for the day. This will be on your cake booking form so please check it carefully.
- 14.2. You are responsible for notifying us of any changes to these arrangements.

- 14.3. 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.
- 14.4. Delivery is charged at 50p per mile for the return journey (mileage is calculated based on Google maps mileage from LE12 7JG). The charge will also include a set-up fee for time spent at the venue. Sunday deliveries will be subject to a £50 surcharge and bank holidays, a £100 surcharge.
- 14.5. 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.
- 14.6. It is your responsibility to discuss the location of the cake table with your 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.
- 14.7. 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, however we cannot be held responsible for the location of the cake if the venue will not accept our suggestions.
- 14.8. 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. We have a wide selection of suitable cake stands available to hire if you so wish. This will be discussed at your consultation.
- 14.9. Once the cake is set up at the venue it becomes your responsibility. We cannot be held responsible for any damage or destruction to the cake after we have left, e.g. while being moved, due to additional decorations being added that damage the cake. We will of course set up in its final location whenever possible and ensure that everything is exactly as it should be before leaving.
- 14.10. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.

15. COLLECTION

- 15.1. 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.
- 15.2. 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.
- 15.3. We cannot be held responsible for any damage once the cake leaves our premises. Every cake is professionally assembled and will be absolutely fine if driven carefully. The cake should be placed either on the floor of your (clean) car boot or on the floor in a foot well, NOT on a car seat. Do not chill the cake in the fridge. Please do not allow your venue to keep it chilled as it will ruin the iced decorations or if it is a naked cake it will dry it out. The cake should then be stored in the box at room temperature and out of direct sunlight until taken to the venue.

16. PORTION NUMBERS

- 16.1. Whilst we will do our best to suggest a suitable cake size for the number of portions you require, the number of portions yielded on the day will be dependent on the person cutting the cake.

17. CAKE CUTTING

- 17.1. Some cakes such as fruit or chocolate will need to be cut with care by the caterers as they may crumble. The responsibility of the presentation of cut slices of cake lies with the caterer/venue.

18. NON-EDIBLE ELEMENTS

- 18.1. Most of our stacked cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will provide written information about this to the venue.
- 18.2. 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.

19. ALLERGENS

- 19.1. All allergy and special dietary requirements should be conveyed to Cathlene's Cakes during the consultation stage. It is your responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake.
- 19.2. All cakes are baked gluten-free in a gluten-free environment.
- 19.3. Unless otherwise stated, all cakes contain dairy and eggs and are made in an environment that handles nuts, soya, and alcohol. Nut-free, dairy-free, egg-free or vegan 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.
- 19.4. We would recommend anyone with a severe nut or dairy intolerance does not eat our cakes.
- 19.5. We will provide full allergen information with the cake upon delivery to the venue.
- 19.6. Cathlene's Cakes accepts no liability for customers suffering allergic reactions from eating our cakes.

20. COMPLAINTS

- 20.1. In the unlikely event that you are unhappy with your cake, it must be brought to our attention within 48hrs of the cake being delivered to enable a fair assessment of the nature of the complaint.
- 20.2. For any complaints we can only deal with the person who booked the cake originally.
- 20.3. If the complaint is regarding the quality of the cake, at least 75% of the uneaten product must be returned within 48hrs of delivery, for inspection.
- 20.4. Refunds will not be offered for complaints relating to a change of mind regarding design or cake flavour, where the cake has been made according to the approved booking form.
- 20.5. If a refund is agreed, the maximum refund is 100% of the total cost of the cake.
- 20.6. 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.
- 20.7. 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.

21. LIMIT OF LIABILITY

- 21.1. We will take the utmost care with respect to design, transportation and delivery of your cake. In the unlikely event of any damage or destruction that we are unable to rectify, the limit of liability shall not exceed the contract price stated on the booking form.
- 21.2. We are only held liable for the items and services listed therein. We cannot be held liable for emotional, physical or financial distress due to any unforeseen circumstances that may present themselves.

22. SHELF LIFE

- 22.1. We recommend our cakes be eaten within 3 days of the event for them to be enjoyed at their best.
- 22.2. After this date, it is at your own risk that you eat any leftovers as I cannot guarantee or control storage conditions which affect shelf life.
- 22.3. Left over cake can be frozen if you would like to, we can discuss this with you at your consultation.

23. NAKED, SEMI-NAKED AND BUTTERCREAM CAKES

- 23.1. Some venues do not like having naked cakes in hot months, so please check with them before ordering.
- 23.2. Buttercream cakes are not always advisable during hot months or in hot venues such as marquees. With outdoor venues such as a marquee, insects and other bugs are likely to enter on hot days, so the choice to have a buttercream cake is at your own risk and we will not be held responsible once set up.

24. PUBLICATION & PROMOTIONAL RIGHTS

- 24.1. The company, Cathlene's Cakes, 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.
- 24.2. From time to time our designs may be published in the media e.g., wedding magazines, websites, and blogs. We reserve the right to use any image of a customer's cake made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company.
- 24.3. 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.

24.4. It is agreed that we may display and use any photographs taken of the cake for advertising, display, website and internet promotion, photographic contests, public display such as in trade shows, bridal shows, cake industry publications, studio display, television advertising, magazine advertising and any other purpose thought proper by us.

25. FORCE MAJEURE

25.1. In the event that circumstances outside of all parties control result in a frustrated contract, e.g. a government imposed national lockdown, postponements or cancellations will be dealt with as follows:

- 25.1.1. We will do all we can to accommodate a postponed date.
- 25.1.2. If we can accommodate the new date, any monies paid will be transferred to your new date. We will not apply any increase in hourly rate, however we reserve the right to assess any increases in the cost of supplies 4 weeks before your balance is due, and apply any increase in costs to your final balance due.
- 25.1.3. The first postponement will be free of charge. Further postponements will incur a small admin fee of £20 added to your final balance.
- 25.1.4. Where we are unable to accommodate your new date, or you need to cancel instead of postpone, we will refund any monies paid, less reasonable time and costs incurred to date.

26. INSURANCE

26.1. We strongly advise all wedding customers to invest in wedding Insurance, if they haven't already. No-one wants to contemplate the type of life event that would result in cancelling your wedding, but we know sometimes the worst can happen. Regardless of the reason you're having to cancel, as a business we cannot refund your booking fee, which is when having insurance is vital.