

## CATHLENE'S CAKES TERMS AND CONDITIONS

1. QUOTATIONS: Quotations are valid for 30 days from the date of creation, if you choose to proceed with your booking after this period the price may differ, as prices are subject to change. This also applies if you change your wedding/event date, particularly from one year to the next, as we are subject to price increases from suppliers etc.
2. BOOKING FORM: All agreed details will be specified on your booking form, so if you spot any errors or changes you wish to be made, this is the point at which to do so. We will then amend the booking form and send a new one out with the changes, however this may incur extra charges if it involves more labour or materials.
3. BOOKING FEE: A non-refundable booking fee of £100 is required to secure your wedding date in our calendar. If you cancel for any reason, this will not be returned to you, however if we are forced to cancel, you will be given notice and refunded in full. By paying the booking fee and securing the date you are accepting these terms and conditions.  
Please refer to the point on INSURANCE at No. 23 below.
4. FINAL BALANCE: 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 wedding. At this time we will review the price of ingredients and amend the final balance due if required.  
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.
5. BALANCE PAYMENT: The final balance is due no later than 4 weeks before your wedding date. If you choose to cancel after this has been paid it will not be refunded.
6. CANCELLATION: 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.
  - Within 1 month of event - 100% of cake cost (less deposit already paid).
  - Between 1 and 3 months before event - 50% of cake cost (less deposit already paid).
  - Over 3 months before event - non-refundable deposit.
  - In the unlikely event we are no longer able to make your cake, due to illness or by circumstances beyond our control we will of course endeavour to find a cake maker who can replace us. A full refund will be given.
7. POSTPONEMENT: 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 in the following way:
  - within 1 month of the event - 50% of the cake cost already paid can be transferred to your new date. A new calculation will be made for your new date to take into account increases in costs.
    - Over 1 month before event - Your deposit will be transferred to your new date. A new calculation will be made for your new date to take into account increases in costs and a revised balance issued.
    - Postponements will incur a small admin fee of £15 added to your final balance.
    - For postponements due to circumstances outside of your control (such as a global pandemic), 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 1 month before your balance is due, and apply any increase in costs to your final balance due.
    - For postponements due to circumstances outside of your control (such as a global pandemic), the first postponement will be free of charge. Further postponements will incur a small admin fee of £15 added to your final balance.
8. RIGHT OF WITHDRAWAL: 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.
9. ALLERGENS: We can only guarantee that all edible parts of the cake are gluten-free. All cakes are made in a kitchen that works with nuts, milk and eggs. Even if your cake does not contain these allergens, traces of these products are possible. Whilst I can cater for a number of allergies, if a severe allergy is known, it is your responsibility to inform your guest that trace allergens could be present.
10. DESIGN CHANGES: Any amendments to the agreed cake design will be at our discretion and could be subject to additional fees. The cut off for any changes is 4 weeks before the wedding / event, after which they will not be possible.
11. FLOWERS: If you are having fresh flowers on your cake provided by your wedding florist, the flowers should be free from chemicals and pesticides, and if you're unsure please speak to your florist about which flowers will work best on an edible item.
12. DISPLAY ITEM HIRE: We have a range of cake stands available to hire for your wedding. The cost of this can be discussed during the booking process or a consultation (wedding cake orders only).
  - Any hire is subject to a refundable damage deposit. This varies depending on the cost of the item/s being hired.

*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.*

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## CATHELENE'S CAKES TERMS AND CONDITIONS

- All hire charges and deposits are payable in advance 28 days before the event date and will be detailed on your booking form.
  - 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.
  - If items are not returned within 14 days, then the entire hire deposit will be forfeited.
  - 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.
  - 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 wedding cake.
  - 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.
  - 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.
13. DELIVERY: 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 and that person will be required to sign a confirmation that the cake has been successfully delivered and set-up. You are responsible for notifying us of any changes to these arrangements.
14. AFTER DELIVERY: 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.
15. COLLECTION: If you are collecting your cake from us, we cannot be held responsible for any damage once it 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.
16. PORTION NUMBERS: 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: 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. COMPLAINTS: In the unlikely event that you are unhappy with your cake, at least 75% of the uneaten product must be returned within 48hrs of the delivery to enable a fair assessment of the nature of the complaint. Refunds will not be offered for complaints relating to a change of mind regarding design or cake flavour. The maximum refund is 100% of the total cost of the cake.
19. LIMIT OF LIABILITY: 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. 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.
20. BEST BEFORE: All cakes are baked and decorated with the intention of being eaten on the wedding day. 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. Fruit cake is the only exception and will keep for several months in a cool dry place (not refrigerated).
21. NAKED, SEMI-NAKED AND BUTTERCREAM CAKES:
- Some venues do not like having naked cakes in hot months, so please check with them before ordering.
  - 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.
22. RIGHT TO USE IMAGES: 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.
23. INSURANCE: 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.

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