



## Wedding Cake Terms & Conditions

All wedding cake sales made by Pretty Petal Cake Co 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 [miranda@prettypetalcake.co.uk](mailto:miranda@prettypetalcake.co.uk)

### Securing your date

1.1. Wedding dates can be secured up to 2 years in advance. You can check availability for your date by contacting us by phone, whatsapp, email or web enquiry form, stating your wedding date and venue. If your date is available, you can secure your date in our diary by paying a non-refundable £100 deposit (booking fee). Dates cannot be held unless a deposit is received.

1.2. You can talk to us about your design ideas prior to securing your date. Please be aware that we do not offer buttercream finish cakes. All Pretty Petal Cake Co cakes are filled with flavoured American buttercream, covered with Belgian white chocolate ganache which provides excellent stability, and finished with a thin layer of professional sugarpaste icing. We can provide a guide price but final quotes are provided following your design consultation 4-6 months before your wedding date.

1.3. You do not need to have a design in mind when you book your wedding cake and secure your date. We will work on the design ideas together at your consultation. Popular dates especially over the summer months get booked up fast so it's best to secure your date once you have booked your venue.

### Consultations

2.1. Consultations are by appointment only for booked couples. Consultations are usually arranged 4-6 months before your wedding date. Consultations last for approximately one hour. They are usually in-person but can be held via Zoom if preferred.

2.2. The consultation process includes a complimentary tasting box of a selection of cake flavours based on the most popular flavours from the previous year.

If you wish to have a tasting box prior to booking your wedding date, you can purchase a box for £30. If you then book your date within 7 days of receiving your tasting box, the cost of the tasting box is deducted from the deposit. Please note, this means you will not receive a tasting box at your design consultation.

Additional tasting boxes can be purchased at a cost of £30 per box.

2.3. Following your consultation you will receive a sketch of your cake design along with the cake description and cost. You are required to check the description carefully and confirm if any changes are required. Small design changes can usually be accommodated up to 4 weeks before your wedding date.

### Payment Schedule

3.1. Once the cake design has been finalised you will receive the invoice which will clearly state when the payment(s) are due. The final payment is due 28 days before your wedding date. This is then non-refundable in the event of a cancellation. If the final payment is not received 28 days before your event, then we have the right to cancel your booking. The deposit/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.

3.2. Once the invoice has been sent, please review all the details carefully especially; cake tier sizes, flavour choices, design description and please advise us of any changes as soon as possible. The cake will be made according to the description and sketch and therefore it is imperative that all details are checked carefully. Any errors not picked up on the invoice before the cake is made will not be considered to be our error.

### **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. If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer. 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 wedding. We would always advise ordering as soon as possible. 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. We reserve the right not to use anything supplied by a third party if we feel it's unsuitable.

### **Alterations To Orders**

6.1. 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.

6.2. 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. Please take the time to check the new copy of the description with the amendments carefully and let us know by return if any changes are needed.

### **Delivery & Set Up Of Wedding Cakes**

7.1. 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.

7.2. One hour delivery/set-up time is included. Very large, and/or intricate cakes that require additional set-up time will be charged at £20 per additional hour.

7.3. Travel time/mileage that exceeds 10 miles return journey from CT93BZ is charged at £1 per mile.

7.4. Sunday deliveries will be subject to a £50 surcharge and bank holidays, a £100 surcharge.

7.4. Travel/set-up costs are calculated and detailed on your invoice.

7.5. 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. 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.

7.6. 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 suitable cake stands available to hire if you so wish. This will be discussed at your consultation.

7.7. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.

7.8. Once set-up, the cake is checked and signed-for by the venue representative. From that point, the cake is in their care and their responsibility.

### **Non-Edible Elements**

8.1. Most of our stacked cakes will contain non-edible elements such as plastic dowels, sugar flower holders etc. 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. 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.

### **Shelf Life**

9.1. All our cakes are freshly baked to order. We recommend our cakes be eaten within 48 hours of the event for them to be enjoyed at their best.

9.2. Cake storage instructions will be provided in writing to your venue.

### **Allergens & Special Dietary Requirements**

10.1. Unless otherwise stated, all cakes contain; gluten, butter and eggs and are made in an environment that handles; gluten, nuts, dairy, soya, and alcohol. Gluten-free 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. We do not offer dairy free or vegan cakes. We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes. We will provide full allergen information with the cake upon delivery to the venue. Pretty Petal Cake Co accepts no liability for customers suffering allergic reactions from eating our cakes.

### **Publication & Promotional Rights**

11.1. The company, Pretty Petal Cake Co 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. From time to time our designs are 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.

11.2. The customer has no ownership rights over any cake design.

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

12.1. 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. 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. This can be discussed at your consultation.

### **Cancellations/Refunds**

13.1. The deposit/booking fee is non-refundable and non-transferable in the event of cancellation. Cancellations from the date of booking until 28 days before the wedding will forfeit the booking fee. 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.

13.2. There may be a rare occasion when Pretty Petal Cake Co 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.

### **Change Of Wedding Date**

14.1. 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.

14.2. 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. If we can change your wedding date, provided it is within 12 months from the day you request the change, the booking fee will be transferred to the new date. If you are moving to a date further ahead than 12 months from the day you request the change, a new booking fee of £100 will be payable. The first booking fee will not be refundable or transferable. It will be classed as a cancellation and a new booking as it is highly likely we will have turned down other work for your first date.

14.3. 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, holding consultations, providing taster boxes and it is also highly likely that we will have turned down other work for your original date).

14.4. Date changes to different years may be subject to an additional charge in line with our yearly cost increases.

14.5. 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.

14.6. 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. \*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.

### **Complaints**

15.1. We pride ourselves on producing high quality cakes in both taste and design quality. 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 delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.

15.2. If the complaint is regarding the quality of the cake, we may ask for the cake to be returned to us within 48 hours of delivery for inspection.

15.3. If the complaint is regarding the design of the cake, but the cake was made according to the booking form and sketch which has been checked and approved, we cannot be held responsible for any errors not picked up by the customer.

15.4. We will only deal with the person who booked the cake originally. 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. 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.

*By paying your deposit/booking fee, you are agreeing to these terms and conditions so please read them carefully.*