

Cake, Jen Baked

TERMS AND CONDITIONS

All Images are to be provided no later than 8 weeks prior to your event. You can send these via email or text message.

Stacked cakes contain dowels in each tier to provide support and these should be removed before consumption.

The cake is a fresh product containing no additives or preservatives and it is our right to assume consumption on the day requested. Cakes should be stored in a cool dry place, at room temperature, away from direct sunlight and heat in the box provided. They should NOT be refrigerated before the event as this will cause damage to your cake.

Cake, Jen Baked and the customer expressly agree that the cakes and all goods purchased from Cake, Jen Baked remain the property of Cake, Jen Baked until paid for in full.

Delivery and Collection

All orders may be collected free of charge from Cake, Jen Baked by prior arrangement. We accept no responsibility for any damage sustained to the cake once it has left Cake, Jen Baked. Please note we strongly advise that any cake two tiers or more should be delivered by ourselves and not collected

If delivery has been requested, we will deliver the cake on the day set out in the Cake Quote to the address provided at an extra cost. Cake, Jen Baked will always do the best it can to ensure delivery times agreed are achieved for the provision of the goods or services however the Company cannot accept liability for the weather, traffic or venue delays.

If the delivery address changes after the order has been confirmed additional charges may be added to cover extra mileage.

When delivering to a wedding venue, we will contact the venue in advance to arrange a mutually convenient time for delivery. If we set up the wedding cake, we shall take photographs/videos of the cake before leaving and, where possible, obtain a signature from the venue confirming the cake has been received in good condition. Should the venue need to set up the cake themselves we shall explain how the cake is to be displayed and where possible, obtain a signature to verify we have done so. Once the cake has been delivered, we are unable to accept any liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided.

All our deliveries have a disclaimer/information sheet, where we go through the design and any specifications such as allergies.

If the cake is delivered with a cake stand, a security deposit will be payable with the final balance. The stand must be returned to us in a good, clean condition within 7 days of your wedding. Upon the return of the stand the deposit will be refunded. This will be a refund via bank transfer within 5 working days. Should the stand be returned broken or damaged, the cost of the replacement stand will be deducted from the security deposit.

Price and Payment

The price of your cake will be as set out in your order confirmation. No Vat is payable on the cakes. A 20% booking fee is required for wedding cake orders and a 10% booking fee is required for all other cakes (orders to the value of £40 or less will require full payment at the time of booking), this secures the date for you. The Cake Quote will be issued detailing the final balance and payment details. It is the responsibility of the client to ensure payment is on time.

****Please note all booking fees are non-refundable****

The balance must be paid in cleared monies no later than the date set out in the order confirmation by bank transfer to the account specified, or cash.

If payment is not received by the date specified this shall be constituted as breach of contract by the client. We reserve the right to hold the order until payment is made in full.

When payment is late we accept no responsibility should we be unable to purchase the required stock or equipment to make the cake as laid out in the order confirmation. In these circumstances the cake will be made as close to the order confirmation as possible with no redress or liability on Cake, Jen Baked.

Cancellation, postponement and alterations

In the event of a cancellation by yourselves, charges are as follows;

More than ninety days prior to the date = booking fee only.

Ninety days to one calendar month prior to the date = booking fee plus half the remaining cost.

Less than one calendar month prior to the date = full amount

Any booking fees previously paid are non-refundable.

In the event of a postponement, the payment due remains the same as a cancellation. If you postpone within 90 days half the remaining cost will be due on the original payment date. If you postpone less than one month prior the outstanding balance remains payable on the original due date. Subject to availability we will carry any monies paid forward to the new event date. Please be aware that we will only do this on one occasion. Any further postponements will be classed as a cancellation.

You may, prior to 4 weeks before your booked date, amend your order by providing us with written notice. In the case of alterations, a new Cake Quote will be issued detailing the changes and the new cost. Alterations are not confirmed until a new Cake Quote has been issued. Should you make any changes after the time scale stipulated above there will be no reduction in the price you pay, even if your new design is cheaper than the original booking.

If for any reason you fail to collect your cake order, we reserve the right to take action to recover any balances outstanding.

Cake, Jen Baked reserves the right to cancel, vary or suspend the operation of this contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing): fire, floods, storm, plant breakdown, strike, lock outs, riot, hostilities, non-availability of materials or supplies or any other event outside the control of Cake, Jen Baked, and Cake, Jen Baked shall not be liable for any breach of contract resulting from such an event. In this situation we will provide you with written notice and any monies paid will be refunded. As such in the case of ordering a wedding cake we advise you to consider purchasing wedding insurance.

Complaints

Complaints are very rare and due to the amount of work put into each individual cake we take them very seriously. Any issues must be brought to our attention within 48 hours of collection or delivery and you must have 75% of the cake remaining, to give fair opportunity to assess the nature of the complaint.

Both Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof and providing the other party with a prior opportunity to resolve any issues between the parties amicably.

A detailed sketch of the cake will be sent as part of the Cake Quote. It is the client's responsibility to check all the details and ensure that it meets with their

requirements as discussed in an email or during the consultation, and raise any issues with us if there are any discrepancies.

Where the complaint is in regard to the quality of the cake then the cake, or at least 3/4 remaining of the cake/tier, must be returned to us as soon as possible after cutting and within 48 hours of collection/delivery to ensure that we are able to fairly assess the nature of the complaint.

Please note we can only deal with the client who placed the original order.

General Terms

All designs and intellectual property rights remain the property of Cake, Jen Baked.

We reserve the right to use images of your cake for any form of advertising including web-based promotions, brochures, galleries and competitions. It is advisable that you make a copy of all documentation received from Cake, Jen Baked for your own benefit.

This Agreement together with Cake Quote documents provided constitute the entire agreement and understanding between the parties relating to the order. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement.

Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement. Nothing in this paragraph excludes any liability for fraudulent misrepresentation.

In the event that any one or more such provisions of this Agreement should be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions thereof which shall be construed as if such invalid or unenforceable provisions had not been inserted.

The parties agree to submit to the non-exclusive jurisdiction of the English courts.

Privacy

None of your personal details that we hold will ever be passed onto any third party without your permission. If you wish your details to be removed please inform us. We don't hold or store any bank or card details within customer records.