



# Fabulously Floral Cakes

## Terms & Conditions.

### 1. BOOKING

Bookings are taken on a first-come, first-served basis and we reserve the right to decline.

We will do our utmost to accommodate all orders, however, to allow us sufficient time to create and process your cake we recommend giving us at least 3 to 6 months lead time on your order.

For weddings from May to September we recommend booking your cake as early as possible. Alternatively, you can reserve your date with a £200 non-refundable holding deposit and decide on your design at a later date.

### 2. ALLERGIES & SPECIAL DIETARY REQUIREMENTS

Fabulously Floral Cakes accepts no liability for customers suffering allergic reactions from eating our cakes. It is the customer's responsibility to make Fabulously Floral Cakes aware of any special dietary requirements that need to be accommodated in the making of their cake. We will do our best to accommodate them.

All our cakes contain butter, gluten (wheat) and free-range eggs and are made in an environment that handles nuts, soya and alcohol. Dairy and egg-free cakes can be made on request but we cannot guarantee that these cakes will not contain trace amounts of these ingredients due to the nature of production.

Do note that our floral cake decorations are INEDIBLE (though our sugar flowers are made from sugar paste, they inevitably include some inedible elements - polystyrene buds, wires, fabric stamens etc.) and all our tiered cakes are supported by inedible dowels. We must insist that all inedible cake decorations and dowels MUST be removed from the cake before the cake is cut and served, and it is the client's responsibility to ensure that this occurs. The use/removal of all inedible items/materials will be detailed in documentation provided with your cake. Fabulously Floral Cakes cannot accept any responsibility for any illnesses or injuries caused by decorations which have not been removed prior to the cake being cut.

### 3. WEDDING CAKE CONSULTATIONS

Wedding cake consultations are by appointment only. Once you know your wedding date, venue & number of guests, please either phone us, complete the contact form on our website or email [info@fabulouslyfloralcakes.com](mailto:info@fabulouslyfloralcakes.com) to check availability and to book an appointment.

Complimentary wedding cake consultations last for approximately an hour and we can accommodate two or three people. We will discuss the design of your cake and you can sample up to three flavours. Our wedding cakes are made to order and any of our existing designs can be customised to complement your theme and specifications. Please bring anything with you that might inspire & help to personalise your cake - mood boards, colour swatches, a picture of your venue, wedding stationery, a sample of lace from your dress, a picture of your flowers, or a special piece of jewellery.

For all other cakes, consultations can be done by phone or email.

#### 4. PRICES, PAYMENT & DEPOSIT

We offer a bespoke design service for our cakes. Each cake is quoted on an individual basis dependant upon size, flavour and the complexity of the design. Customers will receive a written quote: the price of the cake will be stated on the quotation, and the customer will agree to pay a deposit of 50% of the total bill required in order to confirm your order. Your order is not confirmed until we have received your 50% non-refundable deposit. Quotations are valid for a period of two weeks from the date of the quotation, after which time the customers design may be made available to someone else if we have not received the required deposit. Payment of the deposit is deemed to be acceptance of the cake design, and alterations to the design may not be accommodated after this time, subject to Clause 5, below.

Deposits are non-refundable. The final balance must be paid and cleared 6 weeks prior to completion although payment can be made earlier if you wish.

Failure to complete payment by 6 weeks prior to order completion will result in your cake order being cancelled, and you will forfeit your deposit. Payments may be made by Bank Transfer, cheque or by cash.

Where the order is placed within 6 weeks of completion, then payment will be due in full on agreeing the cake design.

We may, at our discretion, charge interest on overdue invoices from the date when payment becomes due until the date payment is received, at a rate of four per cent per annum above the base rate of the Bank of England.

In the event that any due payments are not received, your order will not be released or completed until payment has been made in full. Non-payment may result in your order being delayed or cancelled, at your responsibility.

Please note that we do not offer price matches and all prices are non-negotiable. To avoid embarrassment, please do not ask unless you are willing to adjust your cake design accordingly.

If you hire a cake stand from us, do note that we charge a security deposit of £150 per item, which will be refunded on return of the undamaged cake stand or linen to Fabulously Floral Cakes. The security bond price is dependent on the replacement value of the item and will be payable with your final cake balance.

It is the client's responsibility to return the cake stand to us by prior arrangement and in the same condition that it was in when it left our premises. Returns must be made within two days after the date of your event. If on return the stand is found to be damaged the deposit will be retained by us to cover the cost of either replacing the cake stand or repairing any damage caused to the cake stand.

If the cake stand is returned later than agreed we will charge the client for the delay at a daily rate of £10 per day per item. This amount will be deducted from the security deposit.

#### 5. CANCELLATION & ALTERATIONS

Your cake is very important to us. Please take the time to check your order details carefully and let us know immediately in writing ( by email or by post) if any alterations are required or if any details are not as discussed when you placed your order.

We will try to accommodate any reasonable changes that you wish to make to your cake no more than 6 weeks prior to your event. Please note that this may affect your quotation and must be agreed and confirmed in writing. In addition to any extra costs, we reserve the right to charge a fee for multiple alterations to your agreed design (unless this is agreed in advance). Changes will not be accepted less than 6 weeks prior to your event date.

In the unlikely event that we have to cancel your order for any reason, then we will give you as much notice as possible, and discuss the matter with you and try to agree a suitable alternative. If you are not willing to accept our suggested alternative, then we will refund the monies paid by you to us in respect of the cake.

## 6. CHANGE OF WEDDING DATE

If, for any reason you wish to rearrange the date of your wedding, we will try to accommodate the change provided that sufficient notice is given and that we are able to provide a cake for the rearranged wedding date. However, if we are fully booked on your new wedding date and you decide to cancel your wedding cake order, your deposit will be retained.

For cancellations less than 6 weeks prior to your original wedding date, all payments will be retained and the full balance of your order will be payable.

## 7. DELIVERY AND COLLECTION

Charges for delivery are calculated on an individual basis. Do note that in some circumstances, we may recommend the cake is delivered and set up one day in advance of your event.

It is your responsibility to ensure that you inform us, in advance of the delivery date, of the correct time and date for your event, together with the correct address and postcode of your venue. Late delivery due to incorrect information provided by you will not incur any penalties payable by Fabulously Floral Cakes.

It is your responsibility to ensure that the display location at your venue is level, stable and strong enough to support your cake. We cannot be held responsible for the location of your cake at your venue. Please bear in mind that cakes should not be set up in direct sunlight and should be kept at an optimal room temperature.

We recommend that we deliver and set up your cake at your chosen venue. We offer this as a complimentary service within 5 miles of Fabulously Floral Cakes at Moulton near Spalding In Lincolnshire. For all other locations, an optional cost for delivery & set-up will be added to your quotation.

We will liaise directly with your venue or event coordinator and we will endeavour to deliver your cake within an agreed time slot. A signature will be required from your representative or your venue's management to confirm that the cake has been received in good condition and that any instructions/advice we may give in respect of storage will be followed.

Fabulously Floral Cakes cannot be held liable for any damage/interference that is rendered to the cake at the venue once we have left after the cake has been set up. A photograph will be taken in-situ by us of the cake. Once delivered the full responsibility for the safety of the order is with the client and Fabulously Floral Cakes is not liable for any damages thereafter.

Please note that we cannot be held responsible for severe weather conditions, traffic disruption or other unexpected events that may make your venue inaccessible for delivery. If no one is available at your given address, we cannot be held responsible or liable for loss or failure to deliver.

Your cake can be collected by you (or by your representative) from our premises at a pre-arranged time on your agreed collection date. Cakes are heavy and fragile. If you or your representative choose to collect and set up your cake, please note that full responsibility for the safety of the cake will be with you once it has left our possession. We are unable to accept any liability for any interference with or damage sustained to your cake once it has been collected.

## 8. REMOVAL OF CAKE DECORATIONS.

Our floral cake decorations are INEDIBLE. Though our sugar flowers are made from sugar paste, they inevitably include some inedible elements -polystyrene buds, wires, fabric stamens etc. All our tiered cakes are supported by inedible dowels. We must insist that all inedible cake decorations and dowels MUST be removed from the cake before the cake is cut and served, and it is the client's responsibility to ensure that this occurs. Fabulously Floral Cakes cannot accept any responsibility for any illnesses or injuries caused by decorations which have not been removed prior to the cake being cut.

## 9. OUR DESIGN RIGHTS

You do not have ownership rights over the cake design. All rights in the design of the cake belong to us (Fabulously Floral Cakes) and any original designs created by us shall remain our property. Exclusivity of the design of your cake is not guaranteed unless we expressly confirm this with you in writing.

Once your cake has been delivered or collected, we will be entitled to publish images of it on our website, social media, photo sharing websites and in our promotional material, including any media publications in which we may feature.

Please note that all of our cakes are handmade. Therefore, although we will make every effort to create designs as accurately as possible, sketches, colours, dimensions and measurements etc are intended as a guide only.

## 10. COMPLAINTS.

Any complaints regarding cakes that have been delivered and signed for, or collected by our customers, will only be considered if the cake is returned to us uneaten.

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