

Apple Tree Cake Design Limited

All cakes made by Apple Tree Cake Design Limited are subject to the following terms and conditions.

TERMS & CONDITIONS



DEFINITIONS

The "Seller / We / Us / Our" is defined as the legal entity Apple Tree Cake Design Ltd, a limited company registered in England and Wales under company number 08090202. The "Buyer / You" means the person/s who buys the Cake. The Seller and the Buyer are collectively referred to as the Parties. "The Cake" is the cake/cakes to be supplied by the Seller to the Buyer and as described in the invoice accompanying these terms and conditions. "The Event" is the wedding/celebration that the Cake is required for.

ENTIRE AGREEMENT

This Agreement forms the entire Agreement between the Parties.

CONSULTATIONS

The Parties agree to a preliminary consultation by telephone and/or by email before the Event to confirm the design, specification of the Cake. Following the consultation, the Seller will provide a quote.

Depending on the complexity of the design a design consultation may be required. An appointment for a consultation must be agreed with the Seller. All appointments for design consultations will be confirmed by email by the Seller. There is a charge for telephone or in-person design consultations which is added to the final invoice.

BOOKING FEE

A booking fee (amount detailed in the booking invoice) is required within 7 days of the consultation to secure the Event date for the Cake.

Upon payment of the booking fee the Seller will reserve the date of the Event. The booking fee is non-refundable and is deducted from the final balance for the Cake.

PRICE QUOTATIONS

All price quotations, written or verbal, are valid for 30 days from the date of quotation.

CAKE DESIGNS

The Seller will use its best endeavours to produce a Cake which matches the design agreed with the Buyer.

The Parties agree that the Seller has the right to use artistic licence to alter the design of the Cake where needed should the design not "flow" when decorating the Cake.

Where a colour fabric swatch or ribbon sample has been provided to the Seller by the Buyer for colour matching purposes, the Seller will do its utmost to match the colour as best as possible but accepts no liability if it is not an exact match.

PAYMENT AND BOOKING FEES

The final balance less the booking fee will be due 3 months before the date of the Event as specified on the invoice.

The final balance specified on the invoice must be paid by the Buyer by the date detailed on the invoice. Payment can be made earlier if the Buyer wishes, but the Buyer must contact the Seller before making any payments.

Orders placed less than 12 weeks in advance of the delivery date must be paid in full. Failure to pay the final balance by the date stated on the invoice may result in the Buyer's Cake order being cancelled.

The Seller accepts payment by bank transfer only as per the payment details on the invoice.

CANCELLATIONS AND ALTERATIONS

If the Buyer wishes to make alterations to the Cake as detailed on the invoice accompanying these terms and conditions the Buyer must contact the Seller immediately. The Seller will assess the Buyer's request for an alteration and will notify the Buyer to confirm its effect (if any) on the price quotation and the agreed timetable ahead of the Event.

Accepting a request for the alteration of a Cake order is at the discretion of the Seller. The Seller offers a bespoke service and is limited to how many orders for Cake it accepts. In the event that the Buyer cancels its booking with the Seller it is unlikely that the Event date will be filled and the following cancellation charges will apply:

- 3 months or less – 100% of invoice cost
- 3 months or more – loss of booking fee

Booking fees are non-refundable.

In the unlikely event that the Seller has to cancel the Buyer's Cake order, the Seller will contact the Buyer to try to agree a suitable alternative at the same price. If the Buyer does not accept the Seller's alternative, the Seller will refund to the Buyer the monies that the Buyer has paid to the Seller.

ALLERGIES

The Cake is made in premises where nuts are used therefore the Cake could contain traces of nut. It is the responsibility of the Buyer to inform its guests that traces of nut could be present in the Cake.

DAMAGES

Collection by the Buyer

The Seller takes photographs of the Cake from all angles before the Cake leaves the Seller's premises.

For Cake collected from the Seller, the Seller requires a signed collection note by the person collecting confirming that the Cake was handed over in perfect condition. The Seller does not accept any liability for loss or damage to the Cake following collection.

DELIVERY & SET UP BY THE SELLER TO THE EVENT VENUE

For Cake delivered to venues a delivery and set up fee is payable and is included in the invoice. Deliveries are charged at £1 per mile and charged as a return trip. There is a standard minimum charge of £70 for any delivery. Long distance deliveries may also incur a fee for time.

The Seller will take photographs of the Cake from all angles upon delivery to the venue and after set up. The Seller requires a signed delivery note by the person in charge at the venue to confirm that the Cake has been delivered to the venue and set up in perfect condition. The Buyer agrees for a member of the venue staff to sign for the Cake on delivery should the Buyer not be available to sign for the Cake in person. The Seller is not liable for any loss or damage to the Cake once it has been delivered to the venue, set up, and the delivery and set up note has been signed.

For the avoidance of doubt, consumption of the Cake is evidence that the Cake is fit for the purpose supplied.

CAKE STAND HIRE

For sole hire of a cake stand (ie, not part of a wedding cake booking), a £100 cash deposit is required. The Buyer accepts responsibility for the cake stand whilst it is at their venue or in their possession. The cake stand must be returned to the Seller in within 4 days of the Event. In the event of damage to the cake stand the cash deposit will not be refunded. Should the cake stand be damaged, broken or lost, the Buyer will be required to reimburse the Seller for the cost of the replacement.

PUBLICITY

The Seller is entitled to use any image or photograph of the Cake (taken by the Seller) for use in its publicity and promotional material, including publication in wedding magazines at a later date.

REVIEWS

You acknowledge that any review, feedback or rating which you leave may be published by us on the Website and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.

You undertake that any review, feedback or rating that you write shall:

- Comply with applicable law in the UK and the law in any country from which they are posted;
- Be factually accurate;
- Contain genuinely held opinions (where applicable);
- Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving;
- Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence;
- Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach of any legal duty you owe to a third party; and
- Not be used to impersonate any person, or to misrepresent your identity.

You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.

You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.

We reserve the right to publish, edit or remove any reviews without notifying you.

FORCE MAJEURE

We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ("Force Majeure"), which, without limitation, include:

- Strikes, lock-outs or other industrial action;
- Shortages of labour, fuel, power, raw materials;
- Late, defective performance or non-performance by suppliers;
- Private or public telecommunication, computer network failures or breakdown of equipment;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, snow, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Acts, decrees, legislation, regulations or restrictions of any government; and
- Other causes, beyond our reasonable control.

Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.