

## **Terms and Conditions**

### **Elegant Cakes**

Please read these terms and conditions before ordering a cake, you should print a copy of these terms for your future reference.

Elegant Cakes is a Sole Trader operated business

### **Ordering**

On placing your order with Elegant Cakes you will receive an email from us acknowledging and confirming your order and deposit.

All orders are subject to acceptance by Elegant Cakes and we will confirm this acceptance to you via email.

### **Price and Payment**

The price of each cake shown on our website will be quoted at the time that your order is accepted and these prices include delivery and set up costs. Full payment is due in cash or cleared funds at least 4 weeks prior to the agreed delivery or collection date.

Payments for your cake and the deposit of 10% may be made by cash in person or by cheque payable to Elegant Cakes.

Prices are liable to change at any time, but any changes will not affect orders which have already been accepted.

### **Designs and Specifications**

All cakes shown on our website may be customised by colour, flavour and number of tiers. Specifications will be agreed with you in writing upon acceptance of your order. You may change your specifications at any time by written agreement with us and upon payment of any additional costs that may be notified to you.

Whilst we endeavour to meet your requirements we would note that designs may vary slightly from those shown on our website and exact colour matches cannot be guaranteed.

### **Bespoke Cakes**

If you would like to order a bespoke cake then we will be happy to discuss your requirements and provide a quotation which will be open for acceptance for 30 days. After the 30 day period the price will be subject to change.

### **Dietary Requirements**

We are happy to accommodate dietary requirements and will be pleased to discuss these with you. Please note however that all our cakes are produced in an environment where nuts, nut products, wheat, gluten and dairy products are present.

### **Delivery or Collection**

We will deliver and set up your cake at the venue notified to us in your order. We aim to deliver and set up your cake by Midday on the agreed delivery date (unless specified otherwise).

Please let us know if you wish to collect your cake from our trading address so that we can arrange for it to be packaged prior to your arrival.

You will be asked to sign a confirmation form upon collection or delivery of your cake. Please be advised that we cannot be held responsible or liable for any damage made to the cake after this time e.g. due to poor transportation, inadequate placing or storage after delivery.

Please note your cake will be unavailable for delivery or collection unless full payment has been received by us in cash or cleared funds.

### **Cake Storage**

In order to keep your cake in a perfect condition it must be stored out of sunlight and at room temperature. Cakes should not be refrigerated prior to cutting or serving.

Stacked cakes will be supported by wooden dowel roads which should be carefully removed prior to serving.

Some elements of your cake may not be edible e.g. diamante trim, crystal decorations etc. These elements will be highlighted to you on your order/confirmation form. It is your sole responsibility to ensure that all in edible items are removed from your cake prior to serving. We cannot accept any liability in this respect.

### **Cancellation and Refunds**

You may cancel your order by notice in writing to us at any time up to 4 weeks before the agreed delivery or collection date and you will receive a refund of any monies paid, less the non-refundable deposit.

We will refund any money due to you within 7 days of receipt of written confirmation of cancellation.

If you cancel your order less than 4 weeks prior to the agreed delivery date or collection date then the full quoted price will become immediately due for payment.

### **Our Liability**

Our liability to you is strictly limited to the price of the cake and we cannot be held responsible for any indirect losses which may happen as a consequence of any breach by us of these terms however arising. However, this does not include or limit in any way our liability for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

### **Notices**

All notices given by you to us must be given in writing to Alison Carroll, Elegant Cakes, 14 Rosehill Court, Woolton, Liverpool, L25 4TA or by email to [info@elegant-cakes.co.uk](mailto:info@elegant-cakes.co.uk)

### **Events Outside Our Control**

We cannot be liable or responsible for any failure to perform, or delay in performance or , any of our obligations under these terms that is caused by any act, event, non-happening, omission or accident beyond our reasonable control.

### **Our Right To Vary These Terms and Conditions**

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you place your order with us unless we notify you of a change to these terms and conditions and you do not reject the changes within 7 days of their notification.

*I / We hereby agree to the acceptance of the terms and conditions outlined above,*

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date** \_\_\_\_\_