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By ordering from Beez Cakes, you agree to be legally bound by these Terms and Conditions, and accept that these Conditions may be subject to amendment or updating when necessary.

These Terms and Conditions apply to the sale of Goods by “Us, We, I” (Beez Cakes) to “You” (the Buyer) to the exclusion of all other terms and conditions referred except where “You” (the Buyer) have agreed to such variation in writing.

### **1. CAKE DESIGN/ COPYRIGHT/ PUBLICATION & PROMOTIONAL RIGHTS**

1. All of our cakes are made to order. You can browse our portfolio or we can design something unique for you.
2. Any cake ordered from a picture or photo of a cake produced elsewhere can only be reproduced by us as our interpretation of the cake and will not be a replica. Please be aware that copyright also protects some designs and, therefore, cannot be copied.
3. Every so often, our cakes are published in the media e.g. magazines, websites, social media posts, blogs etc. We reserve the right to use any image of the cakes made by us for our customers for publication after the delivery date, unless previously agreed in writing between us and the customer stating otherwise.

### **2. CAKE CONSULTATIONS**

1. Consultations are by appointment only for fully iced sugar paste cakes and buttercream iced cakes. They are not conducted for celebration cakes, naked cakes or semi-naked cakes.
2. There is a Cake Consultation fee of £40 which is payable in advance of your appointment and includes a choice of 2 different Cake Tasting Boxes - Signature and Indulgence. Each Cake Tasting Box contains 4 of our most popular and carefully selected cake flavours.
3. Cake Consultations are conducted via Zoom and a maximum of 2 people may log in to attend.
4. If you decide to order your cake from us by paying the non-refundable deposit, the Cake Consultation fee of £40 will be deducted from your final balance.
5. If you have purchased more than 1 Cake Tasting Box for your consultation, the maximum amount deducted from your final balance will be £40.
6. Cake Tasting Boxes are posted out on the designated postal date via Royal Mail Next Day Special Delivery to arrive before your consultation. Please ensure there is someone present to accept the delivery or arrange with us for a weekend delivery (there is an additional charge for this option).
7. If you need to reschedule or cancel your consultation, please inform us in writing with at least 48 hours notice. Cancellations or rescheduling with less than 48 hours notice will not be entitled to a refund, as preparation for the consultation would have already begun and possible loss of business from another client not able to book.

### **3. CAKE TASTING BOX/ CAKESICLE GIFT BOX/ TREAT BOXES**

1. Cake Tasting Boxes contain 4 samples of our most popular flavours and costs £40 including p&p.
2. Cake Tasting Boxes/Cakesicle Gift Boxes are sent via Royal Mail Next Day Special Delivery and will require a signature upon delivery. If you think you will not be present on a specific day, delivery can be arranged for a time when someone will be present to receive the box. Saturday deliveries are an additional cost of £7.99
3. If your Cake Tasting Box/ Cakesicle Gift Box is undelivered on the arranged date, it will still be safe to eat if collected the following day. If it exceeds this time, the quality of your samples

will diminish and a new box will need to be re-ordered at the initial price paid. An email notification will be sent to you with details on how to track your box once it has been dispatched.

4. If an issue arises where by Royal Mail have failed to deliver and it has been established that they have not provided a satisfactory service, a new Cake Tasting Box will be created free of charge and resent as soon as possible.
5. If you need to cancel your Cakesicle Gift Box/ Treat Box, please send this in writing with at least 48 hours notice. Cancellations with less than 48 hours notice will not be entitled to a refund, as preparation for this will have already begun.

#### **4. SERVING SIZES**

1. Our standard cake serving sizes are 1"x2"x 4". Cake serving sizes are estimated. Speciality cakes, carved cakes and method of slicing may affect the total serving number. The customer understands and accepts these terms, and must order their products accordingly after having considered these variables. We can provide cake cutting guides (except carved cakes) for you to follow, to get the ordered servings.

#### **5. ORDERS**

1. At least 1 month's notice is required for celebration cakes and 6 month's notice for wedding cakes. At times we might be able to accommodate a cake at shorter notice depending on our schedule, the design of your cake and availability, so please contact us to discuss.
2. Bookings can be made over the phone between opening hours or via email without any prior consultation.

#### **6. ALLERGIES & SPECIAL DIETARY REQUIREMENTS**

1. All allergy and special dietary requirements should be made known to us at the time of order. It is the customer's responsibility to inform us of any allergies or special dietary requirements prior to booking.
2. Whilst your cake may not be made with nuts or a nut product, it will have been prepared in a kitchen where nut products may be used in other cakes and fillings. We cannot guarantee that your cake will be free from all nut traces.
3. All of our cakes, fillings and icings may contain, or come into contact with any of the 14 major food allergens. If you have severe reactions to any of these major food allergens, it is recommended that you do not purchase or consume our cakes.
4. Allergen information will be provided to the venue at the time of delivery. It is your responsibility to inform your guests of this allergy information. We shall not be held liable for any allergic reaction resulting from consumption of the cake.

#### **7. QUALITY AND STORAGE OF YOUR CAKE**

1. Your cake will be baked as close to your delivery/collection day as possible to ensure quality and freshness.
2. Cakes covered with sugar paste should be stored in a cool, dry place, preferably in the box that they are supplied in. They should not be refrigerated.
3. Sponge cakes should be wrapped in foil and eaten as close to the delivery/collection date as possible and within 3 days. Cupcakes are best eaten on the day of delivery/collection.

4. Any food consumed after the suggested time is at the client's discretion and becomes their responsibility.
5. Once food has been delivered, the responsibility of consumption lies with the customer and therefore, indemnifies my business of all liability for personal use.

#### **8. ALTERATIONS**

1. Your cake is important to us so please take the time to check the details of your quote/order carefully. It is your responsibility to contact us of any changes required to your original order. We will try and accommodate any changes where possible. We cannot guarantee to do so and reserve the right to increase the price quoted for any extra work required.
2. Any changes made to your original design are subject to a change in the quoted price. Included are supplies that may no longer be needed but have already been purchased. Please note we are unable to make any changes within seven days of the delivery/collection date for celebration cakes or within four weeks (28 days) of the wedding date.

#### **9. CHANGE OF OCCASION DATE**

1. If for any reason you need to re-arrange your occasion date, we will try our best to accommodate these changes at no additional charges provided sufficient notice is given and that we can offer a cake for the re-arranged occasion date. We will do our best to accommodate your order but cannot guarantee to be able to do so.
2. If we are already fully booked for your new occasion date and unable to provide your cake, it would not be possible to refund your deposit. Please bear this in mind when ordering, as any monies paid are non-refundable and non-transferable. We highly suggest that you take out wedding insurance to cover all eventualities.
3. If your event must be postponed due to government restrictions regarding the Covid-19 pandemic, we will re-schedule your date with no extra cost provided sufficient notice is given, we can offer a cake for the re-arranged date and if that date is re-scheduled within the next 12 months. Outside of the 12 month window, additional costs (due to change in pricing, stock, etc) may apply.

#### **10. NON-EDIBLE ITEMS**

1. Your order may contain non-edible items such as ribbons, posy picks, dowels or wires in sugar flowers. On delivery, we will make the recipient aware of any non-edible items in writing that must be removed before the cake is sliced and served.
2. It will be the responsibility of the venue, or the one cutting the cake to remove any non-edible items from the cake before serving. We cannot accept responsibility for any harm caused as a result of not removing these non-edible items first.
3. If your cake includes fresh flowers, we can liaise directly with your florist and arrange with them to supply the flowers at the venue, ready for setting up the cake. Please note that some flowers are not suitable for use on cakes. It is your responsibility to ensure that the flowers you chose are safe to come into contact with food.

#### **11. DELIVERY & SETUP**

1. Delivery should be arranged at the time of ordering or as soon as possible afterwards.
2. All wedding cakes are delivered by us to ensure its safe journey and set up at your venue.

3. The delivery charge includes setting the cake up at your venue.
4. Delivery is free on all orders over £100 within a 10-mile radius of our business and 50p per mile to your venue and back after that, with a minimum spend of £25. Distances are calculated using Google maps.
5. Delivery to any venue within Central London (Congestion Charge Zone) will be subject to a £15 delivery charge.
6. A delivery charge of £5 applies to all orders under £50 within a 10mile radius of our business and 50p per mile after that.
7. It is your responsibility to ensure that you have provided the correct delivery information and to ensure that the venue is open and available at the arranged time.
8. If no one is available to receive the cake at the agreed delivery time, your order will be returned to us and we will contact you to arrange an alternative delivery time; for which a £15 charge will be payable. We will not accept any responsibility for any loss or consequential loss incurred by the customer as a result.
9. While we try to ensure that your cake is presented looking it's very best, the stability or levelness of the table upon which the cake is displayed or the quality of the surrounding around the cake is not in our control. Please ensure, the 'cake presentation table' is stable, level and sturdy enough to hold the cake.
10. Heat and humidity can adversely affect your cake. In warmer months, it is advised the cake be kept in an air conditioned area or, at the very least, a cool area. (Refrigeration is not recommended for fondant cakes).
11. It is strongly suggested that celebration cakes being collected by the customer be transported in an air-conditioned vehicle. We cannot be responsible for any damage that may occur due to weather conditions.
12. If the cake is to be set up by the venue staff, we will leave instructions on how the cake is to be displayed and obtain a signature to verify that we have done so.
13. Once the cake is delivered or collected, set-up, and signed for we are not responsible for any interference or damage to the cake.

## **12. COLLECTION**

1. Prior arrangement is required to collect all orders within a time slot mentioned in your invoice
2. A signature is needed for the collection of celebration cakes, confirming that you have received your order in good condition and as specified. We will not accept liability for any damage sustained to the cake once it has been collected and signed for.

## **13. DEPOSITS**

1. All deposits are due within 7 days of receiving the deposit invoice. If the deposit is not made within 7 days, your date will be released and made available to other customers. We will not treat your order as accepted until your deposit has been received. All deposits are non-refundable and non-transferable.
2. Celebration cake orders require a non-refundable deposit of 50% of the total amount and wedding cake orders require a non-refundable deposit of £100.
3. All short notice orders must be paid in full on ordering.

#### 14. EQUIPMENT HIRE

1. A hire fee + refundable security deposit is required in advance and at the time of booking. The security deposit will be reimbursed in full on safe return of the hired equipment provided it has not suffered any damage.
2. Damage includes, chips, cuts, scratches, breakages, cracks, rips, tears, dents, bending, staining and discolouration. All hired equipment should be clean and in the original packaging provided and the hired equipment must be returned within three working days.
3. Failure to return equipment hired on the specified day will carry a penalty. That of £5 per item per day, until the entire deposit is lost. Violation of this agreement can result in my business holding the deposit in part or full.

#### 15. FINAL BALANCE PAYMENTS

1. For celebration cakes, the balance must be paid seven days before delivery/collection via PayPal or bank transfer. If full payment is not received by this time, we reserve the right to cancel the booking.
2. Final payment for wedding cakes is required no later than four weeks (28 days) before your delivery date. If full payment of the wedding cake is not received 28 days before the delivery date, it is assumed that the cake has been cancelled and the cancellation policy will apply. We will not accept responsibility for any loss caused for non-delivery under these circumstances.

#### 16. CANCELLATIONS

1. All cancellations must be made in writing to: [beebranche@beezcakes.co.uk](mailto:beebranche@beezcakes.co.uk)
2. Deposits made for celebration cakes and wedding cakes are non-refundable and non-transferable, due to loss of business that arises from turning away other bookings on that date.
3. In the unlikely event that we need to cancel, we will provide you with as much notice as possible. Reasons we may need to cancel include death, injury, illness (due to health and safety regulations), severe medical conditions or an accident of myself or any immediate family member. All monies paid will be returned to you.
4. If I am affected by illness and unable to make your cake, you will be notified as soon as possible. There are contingency plans in place to have another baker create your cake, however, if I am unable to secure a temporary baker you will be informed and all monies paid will be returned to you so that you can purchase your cake from another vendor.
5. Wedding cake orders paid in full and cancelled with *more than 28* days notice will be entitled to a full refund of any monies paid (except deposit.) If cancelled with *less than 28* days before delivery date, a refund will not be issued
6. Celebration cake orders paid in full and cancelled with *more than 7* days will be entitled to a partial refund of 50% of the total amount paid. If cancelled with *less than 7* days before delivery/collection date, a refund will not be issued.
7. Cancellations due to government restrictions regarding the Covid-19 pandemic will be entitled to receive all monies paid except the non-refundable deposit. Cancellations must be made in writing to: [beebranche@beezcakes.co.uk](mailto:beebranche@beezcakes.co.uk) with at least 28 days notice

#### 17. EXEMPTION

1. Where damage does occur at the irrefutable fault of my business, a partial or full refund may be given, this will be determined on an individual basis. Proof must be provided immediately, either in person or by way of pictorial evidence.
2. The customer is made aware that specific designs (e.g., topsy-turvy) are more structurally sensitive than others; improper handling can lead to damage. Assuming all precautions have been taken by us, to provide you with a sound structural support; we accept no liability for any damage that may occur once the cake is in the customer's possession.

#### **18. REFUNDS**

1. Any refunds that may be issued following your complaint will be entirely at our discretion. We will also notify you of the approval or rejection of your refund. If you are approved, your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a 7-10 working days.
2. If you haven't received your refund, first check your bank account again, then contact your credit card company or bank, as it may take some time before your refund is officially posted. If you have done all of this and still have not received your refund, please contact us at [enquiries@beezcakes.co.uk](mailto:enquiries@beezcakes.co.uk)

#### **19. COMPLAINTS**

1. If you would like to make a complaint once your order has been delivered, please contact us in writing as soon as possible to [beebranche@beezcakes.co.uk](mailto:beebranche@beezcakes.co.uk), including any evidence to support your concerns.
2. If you haven't received your refund, first check your bank account again, then contact your credit card company or bank, as it may take some time before your refund is officially posted. If you have done all of this and still have not received your refund, please contact us at [beebranche@beezcakes.co.uk](mailto:beebranche@beezcakes.co.uk) .
3. Contact us at [enquiries@beezcakes.co.uk](mailto:enquiries@beezcakes.co.uk) for all questions related to refunds and returns.