

## WHAT KATY BAKED

### Terms & Conditions V1.4

All sales made by What Katy Baked are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to contact us on [hello@whatkatybaked.com](mailto:hello@whatkatybaked.com)

#### 1. Consultations

1.1. Consultations are by appointment only for wedding cakes. Appointments can be made by email or phone. Appointments last for approximately one hour.

1.2. The consultation process includes a tasting box of 3 'classic' flavours of cake with buttercream, plus, associated fillings including jams and curds. If you wish to upgrade to a 'pick your own' tasting box, these are an additional £15 and can include four flavours of your choice. The additional fee for a 'pick your own' box is payable when you book your tasting box and is not deductible from the final cost of the cake. Extra tasting boxes are also sometimes available but are charged in full at the time of ordering and are not deductible from the final cost of your cake.

1.3 All quotes are based on three 3 'classic' flavour choices from the menu. Flavours from the 'Epicurious' collection may include an additional fee. This will be discussed during your consultation and prices agreed when choosing your flavours.

1.4. You can call us or email us if you need to discuss any aspects of your cake before making a booking. Bookings can also be made over the phone or by email without prior consultation.

1.4. During our consultation we will sketch out the design of your cake. This sketch remains our property unless the booking fee has been paid, after that we will send a copy of the design to you. Unfortunately, you cannot photograph the sketch during the consultation unless the booking fee has already been paid.

1.5. Please advise us of any allergies or specific dietary requirements when booking your consultation.

1.6 Please note, all quotes for bookings made more than 6 months prior to the delivery date are estimates based on current costs of ingredients and supplies. Whilst they are intended to be as accurate as possible, quotes may be subject to change due to potential fluctuations in the costs of ingredients, supplies and other expenses related to inflation and market conditions. Prices will be confirmed 6 months prior to delivery and any significant adjustments due to increased costs will be communicated promptly.

#### 2. Booking Fees

2.1. You agree to pay What Katy Baked the price as quoted on your signed order form. All prices exclude VAT; you will be informed if we become VAT eligible.

2.2. Variations or changes to the order by a client after signing the order form, will require a requote.

2.3. All bookings require a non-refundable deposit of 50%, once deposits are received and cleared your booking date will be confirmed and fully secured.

2.4. For cake orders with less than 4 weeks' notice the full cost of the cake must be paid at the time of booking.

2.5. All booking fees must be paid within 7 days of the booking form being sent; dates cannot be held open without the booking fee. After 7 days, if no fee has been received then the event date will be released, and another booking may be taken, which may mean we are no longer able to accommodate you.

2.6. Please note that all booking fees are non-refundable and are only transferrable in certain circumstances. See 'Section 16'.

2.7. Payment methods accepted are Cash or Bank Transfer. Once payment has been received an email confirmation will be sent to you.

### 3. Payment Schedule

3.1. Once the design has been finalised, the remaining balance will be due 42 days (6 weeks) prior to the delivery date specified on your order form. Any changes to this order must be made at least 42 days prior to delivery/collection. The date of the full balance will also be included on your order form, and a reminder of the final amount will be emailed to you no less than 7 days before payment is due in full.

3.2. Failure to make payment of the remaining balance may result in your order being cancelled and your date being made available for alternative bookings.

3.3. Payment methods accepted are Cash or Bank Transfer. Unfortunately, we do not offer the option to pay in installments or by credit or debit card.

3.4. Late or non-payments could result in loss of your booking date. In the event of a late or non-payment, the order will not proceed until alternative funding has been agreed and payment made in full. In these circumstances, subsequent completion of the order on the required date will not be guaranteed and becomes subject to availability.

### 4. Cake Details

4.1. Once the booking form has been sent, please review all the details carefully, especially cake tier sizes, flavour choices, spellings of names, allergen information, delivery time and contact numbers – please advise us of any changes as soon as possible.

4.2. The cake will be made according to the booking form and therefore it is imperative that all details are checked carefully. Any errors not picked up on the booking form before the cake is made will not be considered our error.

### 5. Decorative Items Supplied By Third Parties

5.1. We cannot be held responsible for delays on items being supplied from other companies e.g., cake toppers, special order cake stands etc.

5.2. If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer.

5.3. If you are ordering a topper or cake stand yourself, please carefully check the size with us to make sure it is suitable for your cake and ensure the lead time is in line with your event. We would always advise ordering as soon as possible.

5.4. If ordering items yourself, we cannot be held responsible for any errors in size, shape or design as the ordering has not been carried out by ourselves.

5.5. We reserve the right not to use anything supplied by a third party if we feel it's unsuitable.

## 6. Flowers Supplied By Florists

6.1. When fresh flowers are being added to a cake, we will liaise with your florist about our requirements, but we would always advise you discuss this with them too.

6.2. The cost of any fresh flowers will be added to your florist's bill and we would always advise ordering a few extra flowers so we have a good selection to work with.

6.3. We can only work with what your florist provides for us on the day. Please ensure they order flowers especially for the cake so that the cake flowers are of the same high standard as the rest of the florals. Any unsuitable or toxic flowers supplied will not be used on your cake.

6.4. If your florist does not meet us at the agreed time at the venue, we cannot always guarantee that we will be able to wait for them to arrive.

6.5. If we cannot wait due to lateness of your florist, then they would have to add the flowers to the cake, and we cannot be held responsible if the arrangement made does not then match our vision and design for the cake and take no responsibility for the way the flowers have been added to the cake which may not be in a food safe way.

## 7. Alterations To Orders

7.1. We are happy to make alterations to your cake design and order up to 42 days prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 42 days of the event cannot always be guaranteed.

7.2. Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work agreed.

7.3. Please take the time to check the new copy of the order form with the amendments carefully and let us know by return if any changes are needed.

## 8. Collection

8.1. We prefer to deliver all our cake orders personally, however if this is not possible, your order may be collected at a pre-arranged time. However, not all cakes are available for collection; it depends on the design and size of the cake. Cakes over 3 tiers tall or with intricate decorations are not suitable for customer collection.

8.2. Cakes that are collected by the customer are always boxed for transportation. We will provide full instructions on the care and handling of your cake. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. We do not take any responsibility for any damage that may occur to the cake once it has left us.

8.3. We advise cakes to be placed on a level, steady surface for transport e.g., in the passenger footwell of your car. We are happy to place the cake safely in the car for you if required. The cake should then be stored in the box, in the fridge and out of direct sunlight until taken to the venue.

## 9. Delivery

9.1. If the cake is being delivered, we will deliver at the time and the address agreed with the client on the order form. If we cannot deliver because there is no-one to receive the cake or the address provided is incorrect, the product will be returned to our premises and held for a maximum period of 24 hours.

9.2. It would be very rare, but on the event day we may be faced with a 'force majeure' e.g., severe weather conditions, public unrest, or other unexpected events that may make delivery to your venue impossible. You can be assured that we would always do our best to deliver as prearranged, but some circumstances would be out of our reasonable control. Please ensure you have adequate wedding insurance in place to cover this eventuality. #

9.3. It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue. We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by passing guests.

9.4. We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day.

9.5. We also reserve the right not to use a cake stand provided by the venue or yourself if we feel it will not hold the weight of the cake. This will be discussed at your consultation.

9.6. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.

9.7. Local delivery is charged at £20 within 10 miles of BB7 2HY. Other journeys are charged at 75p per mile for the return journey (mileage is calculated based on Google maps mileage from BB7 2HY), plus the charge will include a set-up fee (minimum £20) for time spent at the venue. Sunday deliveries will be subject to a £50 surcharge and bank holidays, a £75 surcharge.

9.8. The delivery charge includes stacking and setting up your cake at the venue unless fresh flowers are being added. In this case, an additional charge will apply. This depends on the quantity of flowers on the cake but will start from £25. I prefer to add flowers myself rather than having your florist attach them. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design. This will all be discussed at your consultation if you are having fresh flowers on your cake.

## 10. Non-Edible Elements

10.1. Most of our stacked cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to the venue.

10.2. As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give the venue written information concerning any non-edible elements they need to remove.

## 11. Shelf Life

11.1. We recommend our cakes be eaten within 3 days of the event for them to be enjoyed at their best.

11.2. Left over cake can be frozen if you would like to, we can discuss this with you at your consultation.

## 12. Allergens & Special Dietary Requirements

12.1. All allergy and special dietary requirements should be conveyed to What Katy Baked during the consultation. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake

12.2. Unless otherwise stated, all cakes contain; gluten, butter and eggs and are made in an environment that handles; celery, cereals containing gluten, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, peanuts, sesame, soybeans, sulphur dioxide and sulphites, and tree nuts.

12.3. Gluten-free, dairy free, nut-free and vegan cakes can sometimes be made on request; however, we cannot guarantee that these cakes will not contain trace amounts of these ingredients due to the nature of the product.

12.4. We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.

12.5. We will provide full allergen information with the cake upon delivery to the venue.

12.6. What Katy Baked accepts no liability for customers suffering allergic reactions from eating our cakes.

12.7. Allergy information will be provided with all orders.

## 13. Cancellations:

13.1. Wedding Cakes: 12 weeks or more: 50% of the total cost will be retained. Less than 12 weeks: 100% of the total cost is payable immediately, upon cancellation.

13.2. Other Celebration cakes: 4 weeks or more: 50% non-refundable deposit will be retained. Less than 4 weeks: 100% of total cost payable.

13.3. All cancellations must be made in writing. Verbal confirmation will not be binding.

13.4. There may be a rare occasion when What Katy Baked needs to cancel an order due to exceptional circumstances beyond our control\*. In such instances, we will make every effort to help secure a replacement cake designer. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event.

\*This does not include a force majeure that may occur on the event day. See section 9.2)

## 14. Change of Date:

14.1. If you need to change your wedding date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed. Please liaise with us to check our availability before moving your wedding date. We always advise getting more than one new date option from your venue for a move of date to give us the best chance of being able to change the date.

14.2. If we can change your wedding date, provided it is within 12 months from the day you request the change, the booking fee will be transferred to the new date.

14.3. If you are moving to a date further ahead than 12 months from the day you request the change, a new booking fee of £150 will be payable. The first booking fee will not be refundable or transferable. It will be classed as a cancellation and a new booking as it is highly likely we will have turned down other work for your first date. \*

14.4. If you are moving your wedding to a date we are unavailable for, unfortunately the booking fee will be strictly non-refundable as this covers work already completed in the run up to your wedding (this may include but is not limited to: phone calls, emails, completing and sending forms, holding consultations, providing taster boxes and it is also highly likely we will have turned down other work for your original date).

14.5. Date changes to different years may be subject to an additional charge in line with our yearly cost increases e.g., a date change from 2022 to 2023.

14.6. Date changes from off peak days/months to peak days/months, may be subject to an additional charge e.g., a date change from a Thursday in January to a Bank Holiday in August.

14.7. We would strongly advise that you take out wedding insurance that covers you in the event of a cancellation/change of wedding date that is out of your control.

\*If we are subsequently able to fill the original date with a new booking, we will deduct the first booking fee off the final balance of your cake.

## 15. Complaints

15.1. In the unlikely event there is an issue with your cake, it must be brought to our attention within 48 hours of the cake being delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.

15.2. If the complaint is regarding the quality of the cake, we may ask for the cake or the remainder of the cake to be returned to use within 48 hours of delivery for inspection.

15.3. If the complaint is regarding the design of the cake, but the cake was made according to the booking form and sketch which has been checked and approved, we cannot be held responsible for any errors not picked up by the customer.

15.4. For any complaints we can only deal with the person who booked the cake originally.

15.5. You must give us an opportunity to resolve the issue and agree not to post any defamatory comments or pictures on online forums or social media channels before discussing the situation with us and allowing us reasonable time to provide a satisfactory solution.

15.6. Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media at any point in the future. If this happens, we may seek to take legal action against you.

## 16. COVID 19 Restrictions

16.1. If your wedding cake booking must be amended due to COVID 19 restrictions, we will try our best to be accommodating and flexible.

16.2. If you need to postpone your booking because your wedding date falls under a period of Government restrictions for COVID 19, e.g., a national lockdown or Tier 3 / Tier 4 restrictions where weddings are limited to 15 people or less or if they are not allowed all together, then as long as we are free on your new date, we will move the deposit paid across to the new date for you subject to the conditions below.

16.3. If we can change your wedding date, provided it is within 12 months from the day you request the date change, the booking fee will be transferred to the new date.

16.4. If we are not able to accommodate your date change request, the original booking fee (or booking fees if there have been multiple changes) will be non-refundable. See Section 13.

16.5. If you are moving to a date further ahead than 12 months from the day you request the date change, a new booking fee of £150 will be payable on top of the original booking fee.

16.6. If you decide to postpone your wedding as you are worried about future COVID 19 restrictions, but restrictions are not currently in place for your wedding date, it will be treated as a standard change of wedding date or a cancellation. See Section 13 and 14.

16.7. If you are moving to a date further ahead than 12 months of the day you request the change, so have paid multiple booking fees, all booking fees will come off the final cost of the cake. However, should you choose to voluntarily cancel the wedding booking further down the line, you will lose all booking fees paid. This is only valid for COVID 19 postponements where restrictions are in place as stated in 'Section 16.2'. All other postponements will be subject to the clauses in 'Section 14'.

16.8. Any date changes to future years or from off peak to peak days/months, may be subject to price increases in line with 14.5 and 14.6.

16.9. For multiple date changes due to COVID 19 restrictions, each new postponement will be treated separately, and we will use the 'within or outside 12 months' rules outlined in 16.3, 16.4 & 16.5.

16.10. Any subsequent voluntary cancellation will be subject to the payment terms outlined in Section 3 '

We reserve the right to revise and amend these terms and conditions. However, you will only subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you

***By paying your booking fee, you are agreeing to these terms and conditions so please read them carefully.***