



Terms and Conditions

By placing an order with Cakes by Kate you are agreeing to the following terms and conditions. Nothing within these terms and conditions affects your statutory rights as a consumer.

Price

The price for the order shall be stated on your order form. The customer is supplied with a copy of the terms and conditions of business at this point.

Placing an order

When the customer has checked the order form and confirmed the cake details are correct a booking can be made. No contract is made with you until I have received your booking fee. Once your booking fee has been received you are in a legally binding contract with Cakes by Kate.

Booking Fee

All wedding cake orders require a non - refundable booking fee of £50

All other cake orders require a non - refundable booking fee of £20

Please note that all booking fees are non - refundable and non - transferable

All orders are deemed to have been accepted by Cakes by Kate only when the booking fee has been paid.

Payments

Payments can be made by:

Cash

BAC's payment

Cheque

Final payments

Final payments for orders must be made at least 2 days before collection

Final payments for wedding cakes must be made 2 weeks before collection/delivery

Payment

It is the responsibility of the client to ensure payment is made on time. Cakes by Kate is not responsible for contacting the client to chase payment.

In the event of non-payment, the order will not be completed or released, until payment is made in full.

Cancellation

All orders - cancellation of the order 5 days or more before the order is due for delivery collection – booking fee is retained.

All orders - cancellation 4 days or less before the order is due for delivery/ collection - full payment is retained.

Wedding cakes:

Cancellation of the order 1 month from collection - 50% of the total cost will be payable

Cancellation of the order 14 days or less before the order is due for delivery/collection - full payment required

In the unlikely event that I need to cancel your order any money paid will be refunded.

Collection

Your cake may be collected at a pre-arranged time. A signature is required upon collection confirming that you have received your order in good condition and as specified. No responsibility is taken for the item once delivery has taken place.

Delivery

Your order can be delivered within Plymouth and surrounding areas. All delivery times are subject to availability. If you have a specific delivery date and time, this must be stated on the order form. It is the customer's responsibility to ensure that the correct delivery information has been given, and that someone is in to receive and sign for the collection.

Setting up

Cakes by Kate will deliver and set up your wedding cake at your reception venue. It is your responsibility to provide set up details, and to make arrangements with the venue for the location and display of your cake. Please ensure that the cake location is level, stable and strong enough to hold the cake (tiered wedding cakes are very heavy). Please also remember that cakes can melt in warm conditions such as inside a marquee on a hot day, or when set up in direct sunlight. Once the cake has been collected or delivered, set up and signed for, Cakes by Kate is unable to accept liability for any interference with or damage to the cake thereafter.

Allergies

EU food regulations:

on 13/12/14 the EU Food Information For Consumers Regulation (EU F.I.C) came into force. The EU law has listed 14 allergens that need to be identified if they are used as ingredients. They are: celery, fish, mustard seeds, cereals containing gluten, lupin, nuts, sulphur dioxide, crustaceans, milk, peanuts, eggs, molluscs, soya and sesame seeds.

Please be aware that whilst your chosen cake may not be made with nuts or a nut product, dairy, wheat or gluten, it will be prepared in a kitchen where nut products, eggs, dairy, wheat and gluten are heavily used. Whilst every effort is made to separate raw materials, Cakes by Kate must state that raw materials used in your cake **may not be free from nuts, eggs, dairy, wheat or gluten.**

Complaints

Complaints are very rare and due to the amount of work put into each individual cake I take them very seriously.

Both parties agree to not post and negative information about the other arising out of this contract or event on any online forum or website without providing advance written notice of the intended content thereof and providing the other party with a prior opportunity to resolve any issues between the parties amicably.

Complaints regarding the decoration of celebration cakes can be easily repaired so errors must be pointed out upon delivery/collection so as to give me the opportunity to correct them.

Where the complaint is in regard to the quality of the cake then the cake or remainder of the cake/tier must be returned to me as soon as possible after cutting and within 48 hours of collection/delivery to ensure that I am fairly able to assess the nature of the complaint. Please note I can only deal with the client who placed the original order.

Publicity

I reserve the right to use images of your cake for any form of advertising including web based promotions, brochures, social media sites.