



# JELlicoe CAKE HOUSE

## TERMS AND CONDITIONS



## Standard Terms of Business

### 1. Services

- 1.1. All services are provided by Jellicoe Cake House
- 1.2. Any references within these terms to “you” or “the Customer” mean the person purchasing the goods as named on the invoice. By placing an order with us, you are accepting these terms in full.
- 1.3. Following any enquiry made by you, you will be provided with a quotation via email. Quotations are valid for 7 days following which prices may be altered or services may no longer be available.
- 1.4. A booking can only be confirmed once the Company receives the completed booking form and the non-refundable booking fee stated on the quotation form. Bookings will be confirmed via email.
- 1.5. Should you fail to provide the non-refundable booking fee and completed booking form within 7 days of receiving the invoice the date will be released for alternative bookings.
- 1.6. You will be contacted approximately ten to twelve weeks before the event date to confirm the details and specifics of your booking. The week commencing date will be confirmed on the quotation form
- 1.7. The cake will be delivered on the morning of the event to the event venue confirmed on the booking form. Should the venue have any special arrangements or restrictions it is your responsibility to ensure that you have confirmed those in writing to us at least 72hrs before delivery. The Company will not be liable if the venue prevents set-up of the cake.
- 1.8. Once the cake has been delivered and set-up, we will have no further involvement on the day of the event. It is your responsibility to agree the location of the cake at the venue in advance so that it is delivered and set-up in the correct place and to agree the order of service for cutting the cake.



- 1.9. Should you wish to hire any additional items such as a cake stand, such items will be hired and will remain the property of the Company throughout. Should any hire items be damaged, broken or not returned then an invoice will be raised for the cost of a like for like replacement item
- 1.10. All invoices for breakages must be paid within 7day.
- 1.11. Should hire items be broken or not returned by other clients of the Company in advance of the event and not available for your event date, the Company will use their best endeavours to source a similar replacement. The Company reserve their right to use a suitable alternative if any hire items are not available.
- 1.12. All cakes are created by Jellicoe Cake House. No services are outsourced.

## **2. Payments, Pricing and Alterations to Bookings**

- 2.1. Quotes are provided in line with the price list provided on website. Quotations are unique to each client and represent the specifics of each booking which include factors such as seasonal availability and costs of any ingredients.
- 2.2. Quotes may be higher or lower for certain clients depending on whether there is already a pre-existing relationship which will impact the number of hours required in each circumstance.
- 2.3. As far as possible the price quoted for the event will be correct (subject to no alterations being made). However, due to the nature of the cake event industry and bookings being made so far in advance, from time to time it may be necessary to vary the price depending on the availability and price of certain ingredients. As part of our price promise to you we will vary prices both upwards and downwards as required and never increase a price from the quotation (where all other elements are the same) by more than 10%
- 2.4. Should it be necessary to change the date of the booking then as much notice as possible should be provided and in any event not less than 4 months notice should be given. We will reschedule your booking if the alternative date you have chosen is available. You will be permitted one change to the date on the basis that the minimum 4 months' notice is provided. Any further date alterations will incur further non-refundable booking fees. If we are unable to accommodate the alternative date the Company will not refund the booking fees.



- 2.5. Should it be necessary to change the scope of the booking by adding additional tiers or altering flavours this can be done so up to 1 month before the event date. Any additional costs will be added to the final invoice. Any reductions to the order will only be permitted up to 10% of the original quote.
  
- 2.6. Between six to eight weeks before the event date you will be asked to confirm the details of your booking. Following receipt of such confirmation, which should be provided within 7 days, a final invoice will be raised. All outstanding sums must be paid in full no later than 31 days before the event so that ingredients can be ordered. The date for the final payment will be clearly set out on the invoice. Should you fail to pay the outstanding balance by the date shown then we reserve the right to cancel your booking. No refunds will be given.

### **3. Cancellations**

- 3.1. All cancellations must be made in writing.
  
- 3.2. Unless agreed by the Company, all booking fees are non-refundable and only transferable on one occasion in accordance with clause 2.4 above.
  
- 3.3. Due to the unique nature of the event industry, particularly the wedding industry, which has long and early booking times, any cancellations made with less than six months' notice before the event will incur administrative and compensation fees. Such fees will be due as follows:
  - 3.3.1. For cancellations with less than six months' notice but more than three months' notice, 50% of the quotation sum is payable.
  - 3.3.2. For cancellations where there are less than six weeks' notice, 100% of the quotation sum is payable.
  
- 3.4. Sums due as a result of cancellation will be confirmed via email. We reserve the right to use our discretion in reducing any sums owed but also reserve our rights to seek all sums paid and enforce payment for any sums due. Any sums due as a result of cancellations will be due on the dates, they would have been due but for the cancellation and in accordance with the timescales set out in clause 2.5 above.



#### **4. Design Rights**

- 4.1. We retain all design copyright in any creation prepared in the course of carrying out any services on your behalf. We will not accept imitation or replication of our designs in any circumstances.
- 4.2. We trust that you will be delighted with the cake and request that any professional images taken of our cakes are shared on social media and include credit to us by using our social media handle JellicoeCakehouse

#### **5. Liability**

- 5.1. All of our cakes contain butter, gluten and eggs. Our cakes are made in an environment that handles nuts, soya and alcohol. Our cakes are suitable for vegetarians but not vegans, gluten, dairy or nut allergy sufferers. Full ingredients lists can be provided on request.
- 5.2. Once an order has been delivered, you will be responsible for it and we will not accept any responsibility for any loss or damage.
- 5.3. If the cake is moved following set-up, we will not take a responsibility for any loss or damage.
- 5.4. We do not take any responsibility for your cake if it is damaged or altered as a result of hot weather. In the event that hot weather is forecast, we will contact you in the week before your event to advise whether any alterations should be made in order to preserve the design and integrity of the cake in hot weather. In such circumstances, additional charges may apply.
- 5.5. We will do not accept any liability when it is not possible to deliver your order due to adverse weather or road conditions. Neither will the Company be responsible for any losses arising in circumstances where we become unable to deliver the services such as illness, bereavement or circumstances beyond our control. In such circumstances we will make every effort to keep you updated and advised.
- 5.6. We are not responsible for providing fresh flowers for your cake. Should fresh flowers be provided by a third-party florist we take no responsibility for the quality of the flowers



provided. All Customers should be aware that certain flowers are toxic. It is the Customer's responsibility to ensure that flowers and/or foliage provided are none toxic with loose stems.

5.7. Customers should be aware that not all decorative items are non-toxic and safe for consumption (such as copper leaf). In all instances the guidance in the product information sheets should be followed and such items should be removed before consumption. Customers should also be aware that whilst some decorative items are safe for consumption, such as icing and edible flowers, other decorations, such as ribbons, pins and jewels are not safe for consumption. It is the Customer's responsibility to provide appropriate warnings to guests. We will not accept any liability for any loss, damage or injury arising out of consumption of inedible elements.

5.8. Nothing within these terms will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

## **6. Data Protection**

6.1 Your privacy and the protection of your personal data is important to us and it will be handled in the following way:

- a)** Apart from as outlined below, your data will only be used and processed in connection with the performance of the services listed above;
- b)** Your personal data will be kept confidential and will never be shared with unconnected third parties. It will be shared with third parties such as an accountant to allow them to perform accountancy functions;
- c)** Your data will be kept secure at all times and only stored electronically on devices which are password protected;
- d)** In order to ensure that the data held is accurate, all data will be obtained from you directly;
- e)** Your data will be stored for the minimum number of years following completion of the services to allow compliance with insurance obligations; and



- f) All data collected will be limited to that which is necessary to allow the services to be performed.

## **7. Complaints and Refunds**

- 7.1. We are committed to providing you with a high-quality service and delivering products of a high standard. However, should there be any cause for complaint in relation to any aspect of our products or service please contact Debra Douglas at [Jellicoeecakehouse@gmail.com](mailto:Jellicoeecakehouse@gmail.com) We agree to look into your complaint carefully and promptly and take reasonable steps to resolve it.
- 7.2. All of our cakes are made bespoke to order. Refunds will be provided in accordance with your statutory rights.

## **8. Third Party Rights and Applicable Law**

- 8.1. No person other than the person provided with a copy of these Terms of Business shall be deemed to have the benefit of the services, or have any rights to enforce or rely on any of the terms.
- 8.2. These Terms and Conditions are our standard terms and conditions of business and should at all times be construed in accordance with the laws of England & Wales.
- 8.3. The courts of England & Wales will have exclusive jurisdiction in relation to any claim, or dispute arising out of this engagement or any matter arising from it.