SCRUMPTIOUS BAKES

by Emma

Terms and Conditions

By ordering from Scrumptious Bakes by Emma, you agree to be legally bound by these Terms and Conditions.

#### **DEFINITIONS**

The 'Seller' is defined as Scrumptious Bakes by Emma. The 'Buyer' means the person buying the Goods. 'Goods' is defined as the items to be supplied by the Seller to the Buyer as detailed in the Buyer's Order Confirmation.

#### **GENERAL**

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#### PAYMENT AND DEPOSITS

We require a non-refundable deposit to confirm an order and hold a date. By making a payment, the Buyer accepts the Terms and Conditions as detailed in this document.

We offer two payment options, as detailed below:

- 50% deposit: If a 50% deposit is paid, the remaining 50% is due 6 weeks before the delivery date.
- 25% deposit: If a 25% deposit is paid, the remaining 75% is due in 3 further payments of 25%. Two payments of 25% are due on future dates agreed between the Seller and the Buyer at time of booking. The final payment of 25% is due 6 weeks before the delivery date.

Orders placed less than 6 weeks in advance of the delivery date must be paid in full.

The final balance specified on the Order Confirmation must be paid by the Buyer 6 weeks before the delivery date. Payment can be made earlier if you wish, once agreed in writing by Scrumptious Bakes by Emma.

Failure to complete payment 6 weeks before the delivery date may result in your order being cancelled.

It is the Buyer's responsibility to ensure payments are transferred on the dates specified at time of booking. If payments are not transferred on the agreed dates, the order may be cancelled or extra fees may be incurred.

Any changes to your order must be requested in writing no later than the final payment date. Changes to the previously agreed design may incur extra fees.

# REFUNDS AND CANCELLATIONS

Deposits are non-refundable and non-transferable under any circumstances, due to any loss of business arising from turning away other bookings on that date.

Orders cancelled with more than 12 months notice of the date of delivery will receive a full refund. Orders cancelled between 12 and 8 months of the date of delivery will receive a refund of 50% of the total amount paid.

We cannot refund the cost of any orders cancelled with less than 8 months notice.

In the very unlikely event that we have to cancel your order for any reason, we will endeavour to give you as much notice as possible and refund the full amount of your order paid up to that point.

## COVID-19

If the Buyer's original wedding date is unable to take place as planned due to the Covid-19 pandemic, the Seller will endeavour to fulfil the Buyer's order on the Buyer's new wedding date, with no extra charge.

If the Seller is not able to fulfil the order on the Buyer's new date, and the Seller is informed with more than six weeks notice of the original wedding date, a refund of monies paid up to that point will be processed.

In order to process a refund, the Seller requires written confirmation of the cancellation, due to Covid-19, from the Buyer's venue coordinator.

# PRODUCT INFORMATION & DESCRIPTIONS

The images on our website and social media platforms are examples of our products. As all of our products are bespoke and handmade, your order may have some variation in colour or design. This is part of what makes them so special; each product is unique.

Any image provided as part of the description of similar Goods is given for illustrative purposes only.

Where samples of the Goods are shown to the Buyer, the Buyer hereby accepts that they consider such samples to be representative of the Goods. Any description applied to the Goods is only given by way of identification and does not constitute a sale by description.

# FRESH FLOWERS AND FOLIAGE

Some fresh flowers and foliage are not suitable for use as cake decoration due to their toxicity. The Buyer accepts responsibility for liaising with their florist to ensure any fresh flowers provided by their florist are safe to be used. The Seller is not liable for any contamination to the Goods that may arise from the use of fresh flowers or foliage.

# PRICE QUOTATIONS

All price quotations, written or verbal, are valid for 30 days from the date of quotation.

# CHANGES TO YOUR ORDER

It is the Buyer's responsibility to check their order Confirmation thoroughly before making payment. If you would like to make any changes to your order, please contact us as soon as possible.

Alterations and amendments must be requested in writing. We will assess your request and endeavour to make adjustments where possible, dependent on the design and amount of notice given.

Accepting any alterations is at the discretion of the Seller. Alterations requested less than 6 weeks before completion may be subject to a surcharge. We will let you know the effect on the price and any agreed timetable.

We reserve the right to change the design at any point if circumstances beyond our control compromise the quality of the finished product. The Buyer will be notified of any such changes and we will endeavour to keep any changes minimal.

# **CAKE STAND HIRE**

We offer cake stand and macaron tower hire. A hire fee plus a security deposit is required in advance.

It is the Buyer's responsibility to return the item(s) after hire to our address within 3 working days after the date of your event. Please contact us in advance to agree a 1-hour time slot for their return.

Alternatively, the Seller may be able to collect the stand / macaron tower from the Buyer's venue following their event. A fee will apply in this instance.

The security deposit will not be refunded in the event that the item(s) is / are damaged, or returned after 3 working days. We are not liable for any damages that occur to the item(s) before we receive it / them back.

Once the item(s) is / are returned / collected within the given timeframe, and we are satisfied that there is no damage, we will issue a refund to the Buyer.

## DAMAGES

In the unlikely event that your order arrives damaged, it is the Buyer's responsibility to report the damage to us and send photographic evidence within 48 hours if you wish to claim a refund or replacement.

The Seller will not take back any undamaged Goods from the Buyer unless agreed in writing by the Seller.

The Seller accepts no liability for Goods that are damaged after they have been safely collected and signed for, or delivered to the agreed location.

For products delivered to venues and other locations, the Seller requires a signed delivery note to say that the order has arrived in good condition.

Damages after this point are not the Seller's responsibility.

All of the Seller's products are fragile and require care and attention when handling, storing, and displaying. Please pay careful attention to our storage and transportation (where relevant) instructions.

# ALLERGIES AND SPECIAL DIETARY REQUIREMENTS

Please discuss any allergies or special dietary requirements with us before making payment. We offer various dietary options, however, we cannot guarantee that any of our products are free from any of the fourteen major allergens as recognised by the Food Standards Agency.

As such, we do not recommend that our products are eaten by anyone who has an allergy to: Celery; cereals containing gluten; crustaceans; eggs; fish; lupin; milk; molluscs; mustard; peanuts; sesame; soybeans; sulphur dioxide or sulphites.

## **DELIVERY**

We cannot be held liable for any damages to the cake or products we have delivered once we have delivered your order to your venue, and received a signature for the safe receipt of the Goods.

We always endeavour to deliver within the given time slot, however delivery timings cannot be guaranteed. Refunds will not be given for delayed deliveries. If in the unlikely event the delivery is delayed, we will always let you and / or your venue know.

## AFTER DELIVERY

Goods are liable to react to the temperature of the environment in which they are placed. In hot or humid weather there is the possibility of damage to the Goods.

It is the Buyer's responsibility to ensure that there is a suitably cool area prepared for your order to be set-up and displayed in.

If we are setting up your order, we will not do so in a hot environment, due to the risk that it may melt. Should the environment that your order is due to be set up in be too warm, we will leave it with you or your venue coordinator to be kept in a cool place until the temperature has decreased.

If you do not have a venue coordinator, we recommend nominating a person to be in charge.

If your cake has several tiers, they will each be in separate boxes, ready to be stacked together by the person in charge when the temperature is appropriate. We are unable to offer refunds if this situation arises.

Please note, we do not provide cake tables, tablecloths or cutting knives. It is the responsibility of the Buyer or their venue to provide these, and to check their suitability.

Our Goods are best enjoyed on the day of delivery. Please note that once cakes have been cut into, their shelf life will be reduced.

# NON-EDIBLE INGREDIENTS AND DECORATIONS

Our Goods may contain non-edible ingredients or decorations, such as plastic or wooden dowels in tiered cakes, ribbon, floristry wires, floristry tape, floristry picks and pins.

These will be detailed on the Ingredients and Allergen Information provided to you or your wedding coordinator and must be removed before serving or eating.

No flowers or foliage used to decorate your cake should be consumed, unless it is specified that it is safe to do so.

#### COMPLAINTS

We hope that you will enjoy your order.

If you wish to make a complaint, or let us know of any concerns after receiving the Goods, please do so in writing.

Evidence of any faults, damages or discrepancies should be included. Any refunds will be given entirely at our discretion.

If you have any further questions. please feel free to get in touch.

# VOGUE





Thank you for your order,
Emma and the Scrumptious

hello@scrumptiousbakes.com

077155 60074

Emma Randel

Scrumptious Bakes by Emma Odiham, Hampshire







