

**Terms & Conditions**

​Thank you for ordering through Cakez.

**Paying your 50% retainer is considered confirmation that you have read and agree to the Terms and Conditions below.​**

**Ingredients & Allergens**
1.  Unless otherwise specified all Cakez’s cakes contain dairy, gluten and eggs.
2.  All Cakez cakes are made in a kitchen that handles the above, plus nuts, meats, soya and alcohol.
3.  Cakez accepts no liability for allergic reactions caused from eating our cakes.
4.  It is the Customer's responsibility to make Cakez aware of any special dietary requirements that need to be accommodated in the making of their cake at the time of booking. While every precaution will be taken in the cases of known allergies, it remains the responsibility of the customer to inform guests of allergen information if applicable.

5. Customers will be provided with an allergen label with every cake order. In the case of a wedding cake delivery, the venue will be handed an additional contract and information sheet, containing details of the tier flavours, allergens, and any inedible additions such as toppers, flowers, supporting dowels etc. The venue takes full responsibility of the wedding cake(s) once Cakez has delivered it, had the contract signed, and left the premises.

**Orders from an image**
Any cake ordered from a picture/photo of a cake produced by any other cake maker, can only be reproduced as Cakez’s interpretation of that cake, and will not be an exact reproduction of the cake in the picture or photo.

**Deposit & balance payment**1.  Cakez requires a non-returnable retainer of 50% of an order balance to secure a booking date, this is deducted from the final balance payable.
2.  The full balance for a standard order is due no later than 24 hours before cake collection/delivery date. The full balance for a wedding cake order is due no later than 2 weeks prior to the wedding date. Cakes will not be handed over until a full payment is made for both standard and wedding cakes.
3. Quotes are valid for 7 days from the day of issue, if the 50% retainer is not paid within this time, Cakez reserves the right to cancel any previous arrangements.
 **Cancellation**
Retainers are non-refundable and non-transferable. Full payment of the cake balance is required if cancellation is within 72 hours of the cake collection/delivery date. Cancellations can be made before this time and no further fees after the retainer will be required.

**\*COVID 19 UPDATE:**

If your event is cancelled by the venue due to Covid-19, and only if adequate time is given and Cakez consents, then the retainer paid can be transferred to an alternative date: This date has to be agreed by both parties. If your event continues but at reduced capacity, then Cakez can discuss alterations to your cake size and/or design to fit you’re your new requirements, or discuss transferring the retainer to another date that both parties agree upon. Cakez will require adequate time, dependant on the original quote, to consider alterations to orders. Cakez is under no obligation to address changes and/or alterations to orders once a retainer has been paid if it is the customer changing plans rather than the venue. Any decisions made during these discussion are at the discretion of Cakez as there are many factors that could alter the ability to be able to cater for these situations. Cakez will always try to accommodate during these circumstances where we can. Please see ***Alterations to Orders & Cake Component Parts***for more information.

**Alterations to Orders & Cake Component Parts**
1.  Your cake is very important. Please take the time to check your copy of the order form carefully and let Cakez know within 72 hours if an error has been made. It is your responsibility to advise of any alterations to the original order.
2.  Cakez reserves the right to increase a quoted fee in the event that the Customer requests a variation to the work agreed within the original order form. Whilst every effort will be made to assist Customers, please note that late changes cannot always be guaranteed.
3.  From time to time some materials for celebration cakes may become obsolete or no longer available from suppliers, for example, pre – manufactured items or ribbon colours. This is totally out of Cakez’s control, though we will endeavour to re-design a cake to reflect as closely as possible the original design using replacement products. In all cases we will try to contact you to advise you of any such changes. However, Cakez reserves the right to replace these with components of equal or better quality without consultation.

**Fresh Flowers**
1.  Please be aware some flowers can be toxic and should not be placed into contact with food. Your florist can advise you on the safest flowers to dress your cake with, however please also note that flowers sourced from a florist may have been grown using chemicals (eg pesticides) that are not food safe.
2.  Cakez is happy to source organic edible flowers from our reputable supplier that are totally safe for your wedding cake, please note that as these are grown naturally, therefore varieties are only available when in season.
3.  Another alternative is to have either silk flowers or flowers made from sugar.
4.  Cakez is not responsible for any problems with fresh flowers that have been sourced elsewhere, or for any damage rendered to a cake when a third party has been organising flower arrangement on the cake.
5.  It is the Customer’s responsibility to ensure that a third party (if used) is aware of these terms, and that they will be liable.

**Portion Guide**
Portion guides are intended as a guide only. This will vary dependent upon how the chef cuts the cake.

 **Storage** 1.  Fondant (the soft icing covering the cake, also known as sugarpaste) is not designed to be refrigerated and as such cakes with this icing should be stored in a cool dry place, preferably in the box they were supplied in.  Refrigeration may cause colours to run and affect the quality of the cake itself.
2.  Your cake is baked to ensure it is fresh for the date of your event, Cakez cannot guarantee its quality if it’s consumed more than 48 hours after the event. Please remember your cake will not have the extended shelf life of most supermarket cakes, which contain additives and preservatives to ensure their prolonged life.
3.  Freezing the cake preserves the taste of the sponge and icing as much as feasibly possible, but please bear in mind that it will affect the visual appearance of the icing, as condensation may form upon defrosting.
4.  Food hygiene recommendations state that food should be frozen for a maximum of 3 months.

**Delivery & Collection**
1a.  Cakes will be delivered and set up subject to availability; any arrangements for delivery may be subject to change, however prior notice will be given where possible.

1b. Delivery is charged and this additional fee will be discussed with you during consultation or ordering discussions. This delivery fee will be noted on any order forms. If a cake is being delivered to a venue where the client is not present, then the cake will be set up in a suitable position as directed by the venue. Photos will be taken as evidence of the cake being set up correctly, appropriately, and in good condition. Any allergen information about the cake and serving guides (if required) will be handed over to the venue staff directly. The cake becomes the responsibility of yourselves (the clients) and the venue as soon as Cakez staff leave the premises. Any damage made to the cake after leaving is the responsibility of yourself as the client or the venue. No signature will be required by the venue themselves. Photos can be requested by the client after the event; please see \*Complaints\* section for more information.
2.  Your order may be collected at a pre-arranged time. COVID UPDATE: The customer can check and inspect the cake at collection, no signature will be required, this is to ensure no contact during social distancing. This means that by taking the cake away with you, you agree that the cake is in a good condition, that you are happy with it, and no amendments need to be made. The Customer takes full responsibility for the cake once it leaves the premises.
3.  If collecting a cake, it is advised that it is transported in the boot of a car as this is often the flattest place.  It is useful to bring a towel or similar item if transporting a cake, as it can be used as a buffer to help avoid sliding of a cake box.  It is also advised that corners are taken wide and slowly when transporting a cake.

 **Complaints**
1.  If you have concerns about your cake, please notify Cakez immediately upon collection/delivery of the cake so that we have the opportunity to rectify it in time for your event.
2.  All other concerns should be made in writing, within 24 hours of collection/delivery, and evidence of the fault should be included.
3.  Any refund given for disputes regarding a cake design or production are completely at the discretion of Cakez and are not automatic.  Full refunds will never be given for any cake which has been consumed regardless of dispute, as consumption of the cake is viewed as your acceptance that the cake is adequate for the purpose for which it has been supplied.
4.  All cakes delivered to and set up at venues are photographed from different angles to show cake quality on delivery, Cakez does not accept any responsibility for loss or damage to a cake once the cake has been delivered to a venue, or collected from Cakez premises.

**Publication**
From time to time Cakez’s cakes are published online or in magazines and other publications, we reserve the right to use any image of a cake made by Cakez for publication at a later date.

**Return of Hired Equipment**
Deposits are taken for all equipment. All equipment must be returned by an agreed date, or extra charges may be levied to cover hire costs.  Any damages to equipment will incur a reduction of deposit returned in order to cover costs of repair or replacement.

**Other**
1.  Limit of Liability: In the very unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative Cake Designer. Cakez will make every effort to secure a replacement cake designer able and/or willing to provide similar products and services as chosen in this contract at the same/similar tariff. 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.
2.  Miscellaneous: Cakez will take the utmost care with your order. The limit of liability shall not exceed the contract price stated in this contract. Cakez is only held liable for the items and services listed in this contract. Cakez cannot be held liable for emotional, physical or financial distress due to any unforeseen circumstances that may present themselves. Items outside of this contract are the responsibility and liability of the customer.