

Ronada, La Greve D'Azette, St Clement, Jersey, JE2 6PT Email: info@ceriscakes.com Website: www.ceriscakes.com

All sales made by the company are subject to the following terms and conditions.

Nothing contained within these terms and conditions affects your statutory rights as a consumer. Please read the following terms and conditions: If there is anything you don't understand please feel free to contact us at info@ceriscakes.com

### **Price**

The price for the order shall be as stated on your order email. You agree to pay the full price to the company in accordance with the email after the details are checked and agreed by you.

# **Deposits**

All wedding cake orders require a non-refundable deposit of £50.00 (sterling). All other cake orders require a non-refundable deposit of £10.00 (sterling). Cupcake orders require a non-refundable deposit of £5.00 (sterling).

## Please note that all deposits are non-refundable and non-transferable.

All deposits become due when you know the date you would like to collect the cake on/have it delivered on. All orders are deemed to have been accepted only when the deposit has been paid. An inquiry is not a booking. If you inquire about a cake and then don't respond for a while the chances are that the date will no longer be available. Always check before paying the deposit.

#### **Payments**

Payment may be made by:

Cash (needs to be received by 24 hours before the cake is due)- If paying the deposit, you can pop it into an envelope with your name on and then post it through my letter box or leave it in the porch. I have a Ring doorbell which is always recording, so I'll know when it's been posted/left as I'll receive a notification. Please try to pay with the correct amount as I don't always have change.

Cheque- Made payable to Ceri Hirst. However, I can't book the order in until the cheque has been received. If paying the final balance by cheque, it needs to be paid at least a week before the cake is due.

#### Bank transfer-

Name: Ceri Hirst

Account number: 26806703

Sort code: 601203

Reference: (your name)
Revolut- @ceriscakes

Credit/Debit card- Scan the attached QR code:



### **Final Payments**

All orders must be paid in full via cash, bank transfer, Revolut, Credit or Debit card (via the QR code) by 24 hours before collection/delivery.

I cannot deliver if full payment hasn't been received.

Wedding cakes need to be paid in full by 1 week before the wedding day.

All orders can be paid for in full at any time before the deadline or in instalments beforehand.

### Non-payments

In the event that any payment is subsequently declined, the order will not be completed or released until alternative funding arrangements have been agreed and payment is made in full. Subsequent completion of the order will be subject to availability and cannot be guaranteed. The company accepts no responsibility for any loss howsoever caused or for non-delivery under these circumstances. The customer will be responsible for the payment of any additional charges which have been incurred as a result of payment failure.

### Alterations to orders

Your cake is very important to me. Please take the time to check your emails carefully and let me know within three days if changes are needed. It is your responsibility to advise the company of any alterations to the original order. The company reserves the right to increase a quoted fee in the event that the customer requests a variation to the work agreed. Whilst every effort will be made to assist customers, please note that late changes cannot always be guaranteed.

### Cake component parts

From time-to-time certain materials for my celebration cakes and wedding cakes may become obsolete or no longer available from my suppliers, for example, pre-manufactured items or ribbon colours. This is totally out of my control; however I will endeavour to re-design a cake to reflect as closely as possible the original design using replacement products. In all cases I will contact you to advise you of any such changes, however the company reserves the right to replace these with components of equal or better quality without consultation.

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

If you are ordering a topper or cake stand yourself, please carefully check the size with us to make sure that it is suitable for your cake. 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.

Please do not add toppers to the cake without checking with me/letting me know first. Some toppers may require internal support to stop them from squashing the cake! The company will not be held

responsible if anything is added to the design of the cake that then damages the cake or affects it's stability.

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

All of my handmade figures will have a cocktail stick in them which is used to support them. This will need to be removed before serving.

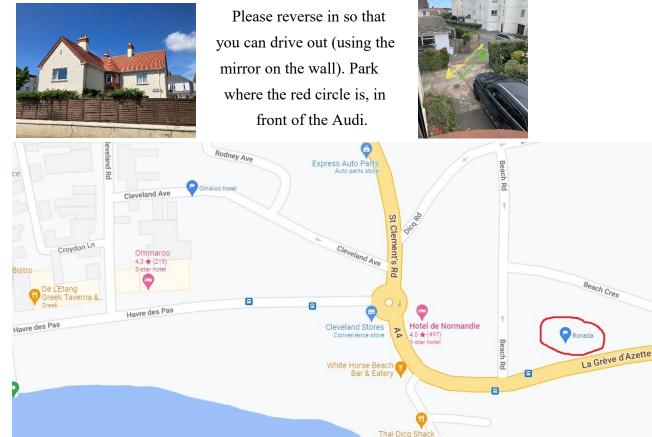
#### Collection

We prefer to deliver your cake orders personally so that we can make sure that it's arrived safely. However, if you'd prefer to collect then your order must be collected at a pre-arranged time. When a time is arranged, please collect your cake at this time as I am very busy, and I cannot guarantee that I will always be in at any other time. Also, the space on my drive can only be reserved for you 15 minutes before your collection time until 15 minutes after your collection time. Outside of those times, I will have other collections who need access to the space. If you are going to be late, then please message/email me to arrange a different time. Failure to turn up for the collection at the agreed time may result in you not being able to have the cake on the day that was arranged.

Please note, not all cakes are available for collection. Cakes of 3 tiers or more will be delivered.

Collections are from my house-Ronada, La Greve D'Azette, St Clement, Jersey, JE2 6PT. If you go onto google maps and type in Ceri's Cakes then it will also bring up directions.

Or search for verdict.juniors.kings on the What3words app.



DO NOT BLOCK THE ENTRANCE TO THE DRIVE AS BOTH MYSELF AND NEXT DOOR SHARE THE SAME ENTRANCE. IF YOU DON'T REVERSE FULLY ONTO MY DRIVE, YOU WILL BE BLOCK THEIR ACCESS.

As the road that I live on is a main road, please don't reverse out on to it as it gets very busy, and you won't be able to see if anything is coming. If you don't feel comfortable reversing onto my drive, please park over the road at the Dunes apartments, against the wall so that you don't block their spaces.

We advise cakes to be placed on a level, steady surface for transport, eg in the passenger footwell of your car. We are happy to place the cake safely in the car for you if required. Please transport the cake with your AC on full (cold). The cake will need to be at room temperature for 2 hours before serving. Do not refrigerate a fondant iced cake as this will cause it to sweat when it's brought back to room temperature.

## **Delivery**

Your order can be delivered at a pre-arranged time for a cost of £5.00 for cake orders or £3.00 for cupcake orders, per address. All delivery times are subject to availability. I will do my best to accommodate your requirements.

It is the customers responsibility to ensure that you have given me the correct delivery information and that someone is available to receive the cake.

If the recipient is not in and you've not told us of a safe place to leave it, the order will be returned to the company who will contact you to arrange an alternative delivery time for which an additional charge will be payable by the customer. The company accepts no responsibility for any loss or consequential loss incurred by the customer as a result, e.g a wedding without a wedding cake.

We are only able to offer personal delivery locally.

## How long do cakes last for?

Cakes and push pops last for 7 days. Cupcakes and biscuits last for 4 days. Muffins and Doughnuts last for 3 days.

## Setting up

Should you require your cake to be delivered, the company will deliver and set up your cake as agreed and will want to ensure that it is displayed at its best. It is your responsibility to ensure that you have provided the company with the set-up details and arrangements made with the venue for the location and display of your cake. The company cannot be held responsible for the location of the cake at the venue. Please ensure, therefore, that the display location is level, stable and strong enough to the hold the cake. Please don't have the cake table on a slope. If the table is leaning then it will make the cake look like it's leaning and can cause the cake to shift over the course of the day.

Please also remember that cakes can melt in warm conditions such as inside a marquee on a hot summer's day, or when set up in direct sunlight. Due to this it is advisable to not have your cake set up in direct sunlight and have the air conditioning on (if available).

Once the cake has been delivered and set up, a photograph of the cake will be taken prior to departure by the company to verify that the cake has been set up and left in good condition.

### Stand Hire

I have cake and cupcake stands available to hire at a cost of £10. I also have 3 Doughnut walls available to hire (cost included). Hire includes delivery and set up. I will then return to the venue the following day to collect the stand/s. Please make sure that the venue store it in a safe place so that it's easy for them to find the following day. Under no circumstances should anybody who isn't an employee of Ceri's Cakes remove the stand from the venue.

If the stand is taken/lost, the person who has placed the order becomes responsible for finding and returning the stand or paying the full cost to replace the stand within 48 hours of the event.

#### Cancellations/refunds

### **Order cancellations:**

As your wedding cake and/or special-order booking is reserved solely for you and certain components for your cake/s may be ordered months in advance, the following conditions are implemented when an order is cancelled:

**3 weeks from delivery date:** 50% of the total cost will be payable.

1 week from delivery date: 100% of the total cost will be payable.

# Order cancellations must be made in writing/email.

Prior to this a refund of any monies paid, **less the deposit**, will be made. Unless something has been specifically made/ordered already for your order (for example a bespoke cake topper). You will still be responsible for the cost of that topper/decoration and you will still receive that topper/decoration. I won't keep it as it's been made especially for you.

## Copyright

Please note that no person shall have entitlement to copy or reproduce in any form, or otherwise make use of any image, photograph, design or other document or item produced by or on behalf of the company without prior written consent of the company.

# Publication and promotional rights

By placing the order, the customer agrees that the company is the sole designer and owner of the **final** cake design. All rights in any original designs created and designed by the company shall remain the exclusive property of the company. From time to time my designs are published in the media, e.g wedding magazines. I reserve the right to use any image of a customer's cake made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company.

The customer has no ownership rights over any cake design. Exclusivity of cake designs between my customers is not guaranteed unless the customer commissions an exclusive design.

### Allergies

Please be aware that whilst your chosen cake may not be made with nuts or a nut product, it will be prepared in a kitchen where nut products may be used in other cakes and fillings.

I do cater for the following diets- Gluten free, Vegan, Dairy free, Lactose free, Nut free and Egg free.

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

Ceri's Cakes accepts no liability for customers who suffer an allergic reaction from eating one of our cakes.

#### Refunds

Due to the tedious, handcrafted nature of our products, we are unable to provide refunds or exchange custom cakes, push pops, cupcakes, doughnuts, Macarons or cookies.

Once a cake has been picked up by you or a designated party it is considered "Accepted". All products are the responsibility of the customer once it leaves here. Refunds requested due to decorating style, colour shade or general decoration design will not be honoured. We only give refunds in accordance with the refund policies stated below. If upon picking up your cake, you are not 100% satisfied with the look of your cake, you are NOT obligated to take the cake. If you choose not to take the cake, you will be issued a full refund via original purchase method, minus the deposit. Upon collection of your cake, adjustments to the cake decoration can be made for an additional charge. Once the cake leaves here, you may bring the cake back in for design adjustments, however there may be a charge for this service as well. We are not responsible for any damage occurring to the cake during transport, set-up or any time thereafter.

For tiered cakes, we bake one day and decorate the next. 1 tiered cakes are baked and decorated on the same day. If you need to postpone your cake for another date, we require at least one weeks' notice. With less notice, we can reschedule your order (depending on availability) however you may incur an extra charge to re-bake the cake/recreate the elements on the cake. If you'd like to change the flavour of your cake, we require 72 hours' notice. 3D Cakes require at least one week's notice if changes want to be made to the cake or to change the date. Please note, rescheduling your order is classed as a cancellation and then a new booking which will incur a new deposit charge.

Cake flavour and texture is subjective. Refunds requested due to flavour or texture after the cake has been accepted and picked up will not be honoured. You may qualify for a credit note if the product is brought back to us and the quality of the cake flavour or texture is determined not to meet our standards. Quality determination is solely at the discretion of Ceri's Cakes. Our cakes are baked from scratch with all natural ingredients, and need to be kept out at room temperature, never stored in the fridge unless instructed to do so. Keep in mind variety in temperature and humidity may impact the flavour, overall design, or texture of the cake to some degree. Please understand we cannot control changes in texture or changes in colour or shape due to weather conditions. Cakes must be brought back to us within 24 hours of collection - please email us promptly to let us know of the issue. Please understand that we cannot issue refunds for cakes that have already been completely eaten or disposed of. Credit note percent's are based on how quickly the cake is returned, how much has been consumed, and what we determine the quality to be. Credit notes of any kind will not be issued to customers who do not contact us within 24 hours. We will NOT negotiate a partial refund if you keep the cake. This is a "take it or leave it" policy. We are not responsible for any expense you may incur for replacing our cake.

For any complaints, we can only deal with the person who booked the cake originally. 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. Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media channels at any point in the future. If this happens, we may seek to take legal action against you.

There may be a rare occasion when Ceri's Cakes needs to cancel an order due to exceptional circumstances beyond our control. In this case, as much notice as possible of the cancellation will be given and any monies paid, including the deposit will be refunded. If required, we will also assist in finding a replacement baker of the same high standard to make your cake for you.

Many thanks for ordering your cake from Ceri's Cakes. I look forward to creating you a special cake for your special day.