**Booking**

**-** **A non-refundable 50% retainer [cake +delivery cost/stand hire etc.], to be paid within 24 hours of booking, secures the date. Without this, the booking will not be confirmed [& a date will not be held for longer than 24 hours].**

**-** Retainers/Balances must be by bank transfer or in cash-BACS payments must clear before cake collection or delivery.

**-All bookings will be confirmed, in writing [post or email], by Delicious Pink Cakery. It is your responsibility to check that all booking details are correct. Delicious Pink Cakery must be notified of any errors as soon as possible [and at most, within 48 hours of booking].We will not accept responsibility for any un-notified booking errors.**

**- Assuming a date remains free; quotes are valid for a period of 2 weeks from receipt.**

**-Without a** retainer **or 'Save the Date' payment other orders may have been taken for your date. We also reserve the right to review any quotes.**

**Alterations**

**-We are happy to make alterations to your cake order up to 3 weeks before the event-if the design permits. If this affects the balance your final invoice will be adjusted accordingly. Any changes requested after this date are made at the discretion of Delicious Pink Cakery.**

**-We also reserve the right to change the design at any point if circumstances beyond our control may compromise the quality of the finished cake, e.g. hot weather. If you have any questions regarding your cake order, please contact Delicious Pink Cakery as soon as possible.​All alterations will be confirmed in writing [post or email] by Delicious Pink Cakery.**

-Colours: an exact match cannot be guaranteed but we will try to match ribbons; food colourings and icing as closely as we can.

**Cancellation Policy**

As a retainer secures your date and order & preparation work [board covering/modelling] often commences weeks ahead of the event, the following refund policy is in place and is non-negotiable. Please also note that any items which are ordered specifically for your bake, are chargeable in addition to the forfeiture of a retainer.

\*Cancellation by Customer:**50% retainer is non-refundable and non-transferable.** If an order is cancelled within 2 weeks of the event, the full balance is payable as other orders will have been turned away in order to reserve your date & it will be almost impossible to re-sell that space.

Cancellation must be made in writing [letter or email] & will be effective upon confirmation of receipt by Delicious Pink Cakery .

 **-Postponement: we will do our utmost to transfer an order if we have the date available, otherwise, a postponement will be treated as a cancellation.**

 **-Cancellation by Delicious Pink Cakery: We reserve the right to cancel in certain circumstances [e.g. fire; ill health which, by law, requires the closure of a kitchen]. All monies will be refunded immediately in the unlikely event that Delicious Pink Cakery has to cancel an order.**

**Force Majeure.**

**We shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against. This includes: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding Delicious Pink Cakery or any party that Delicious Pink Cakery is reliant upon, from performing its respective obligations under the contract.**

**Dietary Info**

Our sugar paste & many of our cakes are suitable for ovo-lacto vegetarians.

​**Delicious Pink Cakery is not an allergen-free environment so I'm afraid that we can’t cater for allergies.**

We regularly handle...

Milk, eggs and other dairy products

Nuts: Peanuts, Pecans, walnuts, almonds, cashews, coconut,

Soy & Sulphites

Wheat & Gluten

**It is also your responsibility to advise us of any allergen risk.**

**​**

**We take all reasonable steps to minimise contamination but we do not state that any products are 'free from'.**

**If you have an intolerance & still choose to have your cake made by us, you will be asked to accept a disclaimer which states that you have been made aware of the fact that we are not an allergen-free environment and that you accept responsibility for any associated risks, whilst not holding Delicious Pink Cakery responsible for any allergic reaction.**

**​Some cakes may contain food colourings which may cause adverse effects in children.**

**You agree to notify your guests of this risk and do not hold us responsible for allergic reactions.**

**Fresh flowers/inedible items/supports**

Please note that flowers/foliage cannot be placed onto or into cakes without correct food-safe preparation.

For continuity, we prefer that your florist provides any flowers/foliage that you require. They should be wired / treated appropriately according to the design of your cake. Some flowers are poisonous/and many are unsuitable for use on food products. You should discuss your requirements with your florist and they should be able to suggest suitable non-poisonous, organic or edible flowers that can be used.

As your contract is with the florist, we will not be held liable for any problems arising from the use or provision of flowers/foliage. This includes but is not limited to incorrect preparation/mismatched shades or colours/poor conditioning or contamination.

**We are happy to liaise with the florist regarding set-up but the responsibility for flower suitability, quality, durability, colour and safe food practice rests with the florist, not Delicious Pink Cakery.**

-Cakes often contain some inedible items e.g. dowels, ribbon, wires, crystals, flower picks & flower tape etc. We will list them on the delivery note, but it is your responsibility to ensure that they are removed by your caterer/guests before consumption and we will not accept any further liability.

**Collection**

**We will not be held liable for any damage to the cake once it has left our premises & you will be required to check the cake/s and sign a disclaimer;** no further liability for loss/damage will be accepted by Delicious Pink Cakery.

**-Tiered cakes are most at risk during transport; so please read our cake care information [also available on our website.**

-We reserve the right to use any photographs for display or promotion without compensation to you.

**Cakes cannot withstand extreme temperatures and prolonged exposure may result in damage.**

**The client/the venue are responsible for creating & controlling an appropriate operating temperature.**

**We cannot be held liable for any damage or problems arising from cakes being stored/displayed/setup in inappropriate locations or in extremes of temperature.**

**The time of collection is to be agreed by both Delicious Pink Cakery and the customer. If collection/delivery time is to be changed by either party, the change must be confirmed in writing [letter or email] by both parties.**

**-We reserve the right to use any photographs for display or promotion without compensation to you.**

**GDPR/Privacy Policy**

Delicious Pink Cakery respects and values your privacy. This privacy policy explains how we use any personal information we collect about you. It applies to all products & services that we supply to you.

**-Information we collect about you.**

We only collect your voluntarily provided contact details [name, email & telephone number] for the purpose of answering enquiries or forming a contract to supply baked goods and we never share or pass on your details to third parties.

**-How long is your data held by us?**

For as long as we have reasonable business needs and in order to manage our operations.

For as long as we provide goods or services to you.

For a retention period in line with statutory legislation [in accordance with HMRC requirements, we will retain your contact details/your invoice for the length of the contract plus 6 further years].

**-Your rights under data protection laws.**

You must be informed about the processing of your information & you may object to or restrict its processing.

You may withdraw your consent to be contacted at any time by emailing Delicious Pink Cakery at *info@deliciouspinkcakery.co.uk**.*

**Liability & Changes to the privacy policy**

Delicious Pink Cakery reserves the right to amend this policy at any time and for any reason. This privacy policy was last amended on 22nd August 2018.Nothing contained in this policy is intended to create a contract or agreement between Delicious Pink Cakery and any user providing identifiable information in any form or visiting Delicious Pink Cakery’s web site. All reasonable steps will be taken to comply with this Privacy Policy but to the extent permitted by law, nothing in this policy is intended to hold Delicious Pink Cakery liable for any failure to comply with this policy.

**Complaints**

**-We want you to be delighted with your cake. Every effort is taken to provide you with an exceptional service based upon the highest standards of care and attention. To this end, we also provide care, travel, and allergen & storage details in order to ensure that your cake is in the best condition possible for both eating & display.**

-**If you believe that a cake has not been made to the agreed specifications [shape/size/colour/decor-and we make it clear that there may be some small variance if conditions or artistic licensing dictates], please inform us at the time of collection/delivery to allow us to review the original order [a copy of which is sent to you, for checking, after an order is placed].Failure to do so will result in no further liability being accepted by Delicious Pink Cakery**

**-If you believe that there is something intrinsically wrong with the cake, you must inform us immediately upon discovery and certainly within 24 hours of receipt.**

**-The cake must be returned to us for inspection in order to determine the accuracy/degree/cause of the alleged problem.**

**-You must return at least 90% of the cake.**

**-You must be able to assure us that the cake was placed & stored correctly in its original box [not a plastic or metal box];in a cool, dry place [not in a fridge] & away from heat & sunlight.**

**-Complaints lodged more than 24 hours after receipt will not be entertained as we clearly state that cakes are best enjoyed within 2 days of receipt.**

**-If it is determined that Delicious Pink Cakery is at fault, we will make every reasonable effort to correct it. If this is not possible, at our discretion, we may offer a full or partial refund [according to the degree of the problem] or a discount/gift voucher to be applied to further purchases.**

-We cannot acknowledge complaints based upon a change of mind or taste preference [as this is highly subjective].

**-Any refund will be limited to & not exceed the amount of the original purchase.**

**By paying a retainer or placing an order, you understand that these terms & conditions are binding & you are agreeing to these terms & conditions which represent the extent of our liability. No further liability or correspondence will be entertained.**

**Delicious Pink Cakery Oct 2019**