

Pippa's Patisserie

www.pippaspatisserie.co.uk 07493 483679

16 TOWNHILL SQUARE FERNWOOD NEWARK NG24 3WF

Wedding Cake Terms & Conditions

All sales made by Pippa's Patisserie are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to contact us on sarah@pippaspatisserie.co.uk

1. Consultations

- 1.1. Consultations are by appointment only for wedding cakes. Appointments can be made by email, phone or using the 'contact us' page on our website. Appointments last for approximately one hour.
- 1.2. You can call us or email us if you need to discuss any aspects of your cake before making a booking. Bookings can also be made over the phone or by email without prior consultation.
- 1.3. During our consultation we will sketch out the design of your cake. This sketch remains our property unless the booking fee has been paid, after that we will send a copy of the design to you. Unfortunately, you cannot photograph the sketch during the consultation unless the booking fee has already been paid.
- 1.4. Please advise us of any allergies or specific dietary requirements when booking your consultation.
- 1.5. Please note, that for 2024 we have a £300 minimum order for all our wedding cakes for collection only. Usually, couples have a budget of £550-650+ for one of our cakes. For dates further ahead than 2025 the minimum order value is subject to change.

2. Booking Fees

- 2.1. All wedding cake orders require a non-refundable booking fee of 25% of the order total which will be deducted from the final balance. For cake orders with less than 4 weeks' notice the full cost of the cake must be paid at time of booking.
- 2.2. All booking fees must be paid within 7 days of the booking form being sent; dates cannot be held open without the booking fee. After 7 days, if no fee has been received then the event date will be released and another booking may be taken, which may mean we are no longer able to accommodate you.

2.3. All orders are only confirmed when the booking fee has been paid. Please note that all booking fees are non-refundable and are only transferrable in certain circumstances. See 'Section 16'.

3. Payment Schedule

- 3.1. Once the cake design has been finalised. The final payment is due 14 days before your event. The due date will clearly be stated on the bottom of the booking form and a reminder will be sent a week before the final balance is due. This is then non-refundable in the event of a cancellation.
- 3.2. If the final payment is not received 14 days before your event, then we have the right to cancel your booking. The booking fee paid to secure your date is then non-refundable and non-transferable and we may no longer be able to accommodate your booking.
- 3.3. Unfortunately, we do not offer the option to pay by credit or debit card. All payments are to be made by BACS transfer.

4. Cake Details

- 4.1. Once the booking form has been sent, please review all the details carefully especially; cake tier sizes, flavour choices, spellings of names, allergen information, delivery time and contact numbers please advise us of any changes as soon as possible.
- 4.2. The cake will be made according to the booking form and therefore it is imperative that all details are checked carefully. Any errors not picked up on the booking form before the cake is made will not be considered to be our error.

5. <u>Decorative Items Supplied By Third Parties</u>

- 5.1. We cannot be held responsible for delays on items being supplied from other companies e.g., cake toppers, special order cake stands etc.
- 5.2. If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer.
- 5.3. If you are ordering a topper or cake stand yourself, please carefully check the size with us to make sure it is suitable for your cake and ensure the lead time is in line with your event. We would always advise ordering as soon as possible.
- 5.4. 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.
- 5.5. We reserve the right not to use anything supplied by a third party if we feel it's unsuitable.

6. Flowers Supplied By Florists

- 6.1. We do not use fresh flowers on our cakes.
- 6.2. We do not take any responsibility for any outsourced fresh flowers that are added to one of our cakes. It is the responsibility of the customer and the florist to ensure that any flowers placed on one of our cakes are safe for food contact, non-toxic and free from any pesticides and chemicals. We cannot be held responsible for any repercussions from the use of unsuitable flowers on our cakes.

7. Alterations To Orders

7.1. We are happy to make alterations to your cake design and order up to 6 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design,

- please note that changes within 4 weeks of the event cannot always be guaranteed.
- 7.2. Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work agreed.
- 7.3. Please take the time to check the new copy of the order form with the amendments carefully and let us know by return if any changes are needed. See section 4.

8. Collection Of Cakes

- 8.1. Cakes that are collected by the customer are always boxed for transportation. We will provide full instructions on the care and handling of your cake. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. We do not take any responsibility for any damage that may occur to the cake once it has left us.
- 8.2. We advise cakes to be places on a level, steady surface for transport e.g., in the passenger footwell of your car. We are happy to place the cake safely in the car for you if required. The cake should then be stored in the box at room temperature and out of direct sunlight until taken to the venue.

9. Non-Edible Elements

- 9.1. Most of our stacked cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to the venue.
- 9.2. As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give the venue written information concerning any non-edible elements they need to remove.

10. Shelf Life

- 10.1. We recommend our cakes be eaten within 2 days of the event for them to be enjoyed at their best.
- 10.2. We do not recommend freezing our cakes.

11. Allergens & Special Dietary Requirements

- 11.1. All allergy and special dietary requirements should be conveyed to Pippa's Patisserie during the consultation. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake.
- 11.2. Unless otherwise stated, all cakes contain; gluten, wheat flours, milk, butter and eggs and are made in an environment that handles; nuts, soya, and alcohol. Dairy free cakes can sometimes be made on request; however, we cannot guarantee that these cakes will not contain trace amounts of these ingredients due to the nature of the product.
- 11.3. We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.
- 11.4. We will provide full allergen information with the cake upon delivery to the venue.
- 11.5. Pippa's Patisserie accepts no liability for customers suffering allergic reactions from eating our cakes.

12. Publication & Promotional Rights

- 12.1. The company, Pippa's Patisserie 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.
- 12.2. From time to time our designs are published on social media, magazines, websites, and blogs. We 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.
- 12.3. The customer has no ownership rights over any cake design. Exclusivity of cake designs between our customers is not guaranteed unless the customer commissions an exclusive design.

13. <u>Commissioning A Cake That Is Similar To Another Design</u>

- 13.1. If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot be guaranteed.
- 13.2. If you wish to have us recreate someone else's design, we would prefer not to directly copy it, but to use it as a basis to design your cake around so that it is unique to you. This can be discussed at your consultation.

14. <u>Cancellations/Refunds</u>

- 14.1. The booking fee is non-refundable and non-transferable in the event of cancellation.
- 14.2. Cancellations from the date of booking until 28 days before the wedding will forfeit the booking fee.
- 14.3. Cancellations with less than 28 days' notice are subject to full payment. If this has not already been paid then the final balance will be immediately payable upon cancellation. This final payment is non-refundable in the event of cancellation if that cancellation occurs within 28 days of the wedding date.
- 14.4. There may be a rare occasion when Pippa's Patisserie 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 deposits 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.

*This does not include a force majeure that may occur on the event day. See 'Section 9.6'.

15. <u>Change Of Wedding Date</u>

- 15.1. If you need to change your wedding date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed. Please liaise with us to check our availability before moving your wedding date. We always advise getting more than one new date option from your venue for a move of date to give us the best chance of being able to change the date.
- 15.2. If we can change your wedding date, provided it is within 12 months from the day you request the change, the booking fee will be transferred to the new date.
- 15.3. If you are moving to a date further ahead than 12 months from the day you request the change, a new booking fee of 25% will be payable. The first booking fee will not be refundable or transferable. It will be classed as a cancellation and a new booking as it is highly likely we will have turned down other work for your first date. *

- 15.4. If you are moving your wedding to a date, we are unavailable for, unfortunately the booking fee will be strictly non-refundable as this covers work already completed in the run up to your wedding (this may include but is not limited to: phone calls, emails, completing and sending forms, holding consultations, and it is also highly likely that we will have turned down other work for your original date).
- 15.5. Date changes to different years may be subject to an additional charge in line with our yearly cost increases e.g., a date change from 2024 to 2025.
- 15.6. Date changes from off peak days/months to peak days/months, may be subject to an additional charge e.g., a date change from a Thursday in January to a Bank Holiday in August.
- 15.7. We would strongly advise that you take out wedding insurance that covers you in the event of a cancellation/change of wedding date that is out of your control.

*If we are subsequently able to fill the original date with a new booking, we will deduct the first booking fee off the final balance of your cake.

16. Complaints

- 16.1. In the unlikely event there is an issue with your cake, it must be brought to our attention within 48 hours of the cake being collected so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.
- 16.2. If the compliant is regarding the quality of the cake, we may ask for the cake or the remainder of the cake to be returned to use within 48 hours of collection for inspection.
- 16.3. If the complaint is regarding damage to the cake during transit from collection at Pippa's Patisserie to the venue, we cannot be held accountable once it has left our property. It is important for the customer to follow our instructions on how to transport the cake correctly and safely.
- 16.4. If the complaint is regarding the design of the cake, but the cake was made according to the booking form and sketch which has been checked and approved, we cannot be held responsible for any errors not picked up by the customer.
- 16.5. For any complaints we can only deal with the person who booked the cake originally.
- 16.6. 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.
- 16.7. Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media at any point in the future. If this happens, we may seek to take legal action against you.

We reserve the right to revise and amend these terms and conditions. However, you will only subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you

By paying your booking fee, you are agreeing to these terms and conditions so please read them carefully.



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Terms & Conditions For Display Item Hire

All display item hire from Pippa's Patisserie will be subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to contact us.

2. <u>Display Item Hire</u>

- 2.1. We have a range of cake stands, platters, and other decorative items available to hire for your wedding. The cost of this can be discussed during the booking process or a consultation (wedding cake orders only).
- 2.2. Any hire is subject to a refundable damage deposit. This varies depending on the cost of the item/s being hired.
- 2.3. All hire charges and deposits are payable in advance 28 days before the event date and will be detailed on your booking form.
- 2.4. Hired items must be returned to us within 7 days of the event date unless previously agreed. If items are not returned within 7 days, then a late return fee of £5 per day per item will be charged.
- 2.5. If items are not returned within 14 days, then the entire hire deposit will be forfeited.
- 2.6. If a late return has been previously agreed in writing, then no charges will be made as long as the items are returned by the specified date.
- 2.7. We do not collect hired items ourselves. A fee will be charged if we are required to collect hired items ourselves. This will vary dependent on distance to the venue.
- 2.8. If items are returned damaged then the damage deposit will be forfeited. If the item can be repaired e.g., by obtaining a new part, then only the cost of this part plus an admin fee of £15 will be charged. If the item is damaged beyond repair or is lost then the entire damage deposit will be kept in order to replace the item.
- 2.9. Please notify us as soon as you can if damage, breakage or loss has occurred so we can assess the situation and advise of the best resolution.

3. Publication and Promotional Rights

3.1. We reserve the right to share any image of a customer's cake for publication after the collection date unless previously agreed in writing between the customer and the company.

4. Cancellations/Refunds

- 4.1. Deposits are non-refundable and non-transferable in the event of cancellation.
- 4.2. Cancellations with less than 28 days' notice are subject to full payment. If this has not already been paid then the final balance will be immediately payable upon cancellation.

We reserve the right to revise and amend these terms and conditions. However, you will only subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you

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Celebration Cake Terms & Conditions

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5. Booking Process

- 16.8. For celebration cakes, the design process will be done over email or phone.
- 16.9. Ideas for the cake design can be sent to us when booking, but the final design will be subject to our own creative process as we prefer to create original designs, rather than directly copy an existing design.
- 16.10. Design sketches can be sent if required for approval. There may be a small charge for this.
- 16.11. You can call us or email us if you need to discuss any aspects of your cake before making a booking. Bookings can also be made over the phone or by email.
- 16.12. Please advise us of any allergies or specific dietary requirements when booking your cake.
- 16.13. Please note, that for 2024 we have a £110 minimum order for celebration cakes. For dates further ahead than 2024 the minimum order value is subject to change.

17. Booking Fees

- 17.1. All celebration cake orders require a non-refundable booking fee of 25% of the order total which will be deducted from the final payment. For cake orders with less than 4 weeks' notice the full cost of the cake must be paid at time of booking.
- 17.2. All booking fees must be paid within 7 days of the booking form being sent; dates cannot be held open without the booking fee. After 7 days, if no fee has been received then the event date will be released and another booking may be taken, which may mean we are no longer able to accommodate you.
- 17.3. All orders are only confirmed when the booking fee has been paid. Please note that all booking fees are non-refundable as they secure your date in our diary and are only

transferrable in certain circumstances. See 'Section 14'.

18. Payment Schedule

- 18.1. The final payment is due 14 days before your event. The due date will clearly be stated on the bottom of the booking form and a reminder will be sent a week before the final balance is due. This is then non-refundable in the event of a cancellation.
- 18.2. If the final payment is not received 14 days before your event, then we have the right to cancel your booking. The booking fee paid to secure your date is then non-refundable and non-transferable and we may no longer be able to accommodate your booking.
- 18.3. Unfortunately, we do not offer the option to pay by credit or debit card. All payments are to be made by BACS transfer.

19. Cake Details

- 19.1. Once the booking form has been sent, please review all the details carefully especially; cake tier sizes, flavour choices, spellings of names, allergen information, collection time and contact numbers please advise us of any changes as soon as possible.
- 19.2. The cake will be made according to the booking form and therefore it is imperative that all details are checked carefully. Any errors not picked up on the booking form before the cake is made will not be considered to be our error.
- 19.3. Any personalized decorative elements such as cake toppers, printed icing or cake charms, will be ordered as per the details on the booking form so please check all name spellings and numbers carefully.

20. Alterations To Orders

- 20.1. We are happy to make alterations to your cake design and order up to 4 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 4 weeks of the event cannot always be guaranteed.
- 20.2. Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work agreed.
- 20.3. If you have made changes, please take the time to check the new copy of the order form which will be sent with the amendments carefully and let us know by return if any changes are needed. See section 4.

21. Collection Of Celebration Cakes

- 21.1. Your order may be collected at a pre-arranged time.
- 21.2. Cakes that are collected by the customer are always boxed for transportation. We will provide full instructions on the care and handling of your cake. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. We do not take any responsibility for any damage that may occur to the cake once it has left us.
- 21.3. We advise cakes to be places on a level, steady surface for transport e.g., in the passenger footwell of your car. We are happy to place the cake safely in the car for you if required. The cake should then be stored in the box at room temperature and out of direct sunlight.
- 21.4. You must adhere to the collection time slot that has been prearranged. If you do not collect

- the cake when agreed, it will only be available to collect later at a time that is suitable for us. 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.
- 21.5. Any changes to the pre-agreed collection time must be confirmed in writing at least 48 hours before collection and cannot be guaranteed.

22. Non-Edible Elements

- 22.1. Sometimes our cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to you/the venue.
- 22.2. As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give you/the venue written information concerning any non-edible elements that need to be removed.

23. Shelf Life

- 23.1. We recommend our cakes be eaten within 2 days of the event for them to be enjoyed at their hest.
- 23.2. We do not advise freezing our cakes after collection.

24. Allergens & Special Dietary Requirements

- 24.1. All allergies and special dietary requirements should be conveyed to Pippa's Patisserie when ordering a cake. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake.
- 24.2. Unless otherwise stated, all cakes contain; gluten, wheat, butter and eggs and are made in an environment that handles; nuts, soya, milk and alcohol. Dairy free cakes can sometimes be made on request; however, we cannot guarantee that these cakes will not contain trace amounts of these ingredients due to the nature of the product.
- 24.3. We would recommend anyone with a severe nut; dairy, wheat, gluten intolerance does not eat our cakes.
- 24.4. We will provide full allergen information with the cake upon collection/delivery.
- 24.5. Pippa's Patisserie accepts no liability for customers suffering allergic reactions from eating our cakes.

25. <u>Publication & Promotional Rights</u>

- 25.1. The company, Pippa's Patisserie 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.
- 25.2. From time to time our designs are published in the media e.g., websites, and blogs. We reserve the right to use any image of a customer's cake made by the company for publication after the collection date unless previously agreed in writing between the customer and the company.
- 25.3. The customer has no ownership rights over any cake design. Exclusivity of cake designs between our customers is not guaranteed unless the customer commissions an exclusive design.

26. Commissioning a Cake That Is Similar To Another Design

- 26.1. If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot be guaranteed.
- 26.2. If you wish to have us recreate someone else's design, we would prefer not to directly copy it, but to use it as a basis to design your cake around so that it is unique to you.

27. <u>Cancellations/Refunds</u>

- *27.1.* The booking fee is non-refundable and non-transferable in the event of cancellation.
- 27.2. Cancellations from the date of booking until 28 days before the event will forfeit the booking fee.
- 27.3. Cancellations with less than 28 days' notice are subject to full payment. If this has not already been paid then the final balance will be immediately payable upon cancellation. This final payment is non-refundable in the event of cancellation.
- 27.4. There may be a rare occasion when Pippa's Patisserie 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 deposits 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.

*This does not include a force majeure that may occur on the event day. See 'Section 7.6'.

28. Change Of Event Date

- 28.1. If you need to change your booking date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed.
- 28.2. If we can change your booking date, provided it is within 3 months from the day you request the change, the booking fee will be transferred to the new date.
- 28.3. If you are moving to a date further ahead than 3 months but within 12 months from the day you request the change, a new booking fee of £50 will be payable to secure the new date. The first booking fee will also be deducted off the final cost.
- 28.4. If you are moving to a date further ahead than 12 months from the day you request the change, it will be treated as a cancellation and a new booking fee of 25% of the order total will be payable. The original booking fee will be non-refundable*.
- 28.5. If you are moving your booking to a date, we are unavailable for, unfortunately the booking fee will be non-refundable* as this covers work already completed (this may include but is not limited to: phone calls, emails, completing and sending forms, and it is also highly likely that we will have turned down other work for your original date).
- *If we are subsequently able to fill the original date with a new booking, we will refund the first booking fee or deduct it off the final balance of your cake.

29. Complaints

- 29.1. In the unlikely event there is an issue with your cake, it must be brought to our attention within 48 hours of the cake being delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.
- 29.2. If the compliant is regarding the quality of the cake, we may ask for the cake or the remainder of the cake to be returned to use within 48 hours of collection for inspection.

- 29.3. If the complaint is regarding the design of the cake, but the cake was made according to the booking form/sketch which has been checked and approved, we cannot be held responsible for any errors not picked up by the customer.
- 29.4. For any complaints we can only deal with the person who booked the cake originally.
- 29.5. 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.
- 29.6. Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media at any point in the future. If this happens, we may seek to take legal action against you.

We reserve the right to revise and amend these terms and conditions. However, you will only subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you

By paying your booking fee, you are agreeing to these terms and conditions so please read them carefully.