

## **Terms and Conditions**

### **1 Orders**

We require 3 months notice for wedding cake and special occasion cakes especially in busy periods during May – October. On shorter notice we will do our best to accommodate you!

### **2 Deposits**

To book a slot for your Wedding Date (for a wedding cake) - a non refundable/non exchangeable £50.00 deposit is required.

To book a slot for your Celebration Date (for a celebration cake) - a non refundable/non exchangeable £30.00 deposit is required.

To book a slot for favours i.e.:- Cookies/Sweet Trolley Cakes – a non refundable/non exchangeable £10.00 deposit is required.

Deposits are due once an order has been placed and details checked and agreed by you.

Definition of a slot (see section 16)

Please Note: - All deposits are lost on cancellations

Once a client has booked a cake/s/favours and paid a deposit, the price of that cake/s/favours are then held and will not go up in price unless changes to that cake/s/favours are made then the price will be adjusted accordingly.

This does not apply to delivery – a rough quote will be given at the time of booking, but due to the situation of the economy and petrol prices, Truly Scrumptious reserve the right to increase delivery costs when necessary, giving notice to the client in advance, so the client can make alternative arrangements if necessary.

### **3 Payments**

Full Balance is due no later than 28 days prior to wedding/celebration date. Payments need to be made by using either cash, cheque or bank transfer only. We can also raise an invoice for deposits and full payments via e-mail if required.

### **4 Non payment**

Please note, that if full payment of the wedding cake is not received 28 days prior to the delivery, collection and/or set up, it is assumed that the cake has been cancelled. The cancellation policy (section 6) therefore applies in all cases.

If after the 28 days deadline you try to make a payment, we reserve the right to refuse your trade in all cases with full loss of your deposit.

### **5 Problem Payments**

In the unlikely event that you have problems with your wedding arrangements, which may include payments for services from Truly Scrumptious it is recommended that you take out wedding Insurance to cover all eventualities. This will give both you and your wedding service providers peace of mind and will avoid any unnecessary problems.

## **6 Cancellation policy**

If for any reason it is necessary for you to cancel your order the following will apply.

All cancellations of orders must be in writing - (Please Note: - All deposits are lost on cancellations).

If you cancel your order with Truly Scrumptious **after** full payment has been made (28 weeks before venue date) no refunds will be made to you (the client) under any circumstances.

If you cancel your order with Truly Scrumptious **before** the final 28 day payment is due, the payments that you have made will be returned, but you will lose your initial deposit as stated above.

Therefore we recommend that you take out wedding insurance to cover all eventualities

## **7 Change of Wedding Date**

If for any reason you wish to re-arrange the date of your wedding. Truly Scrumptious will try its best to accommodate these changes without any additional charges provided sufficient notice is given and that we are able to provide a cake for the re-arranged wedding date.

However if we are fully booked on your new wedding date and cannot provide you with the wedding cake, It will not be possible to refund your deposit and this will be classed as a Cancellation and you will lose your initial deposit as in Section 6 above.

If you cancel your wedding cake order with Truly Scrumptious after requesting a change of date no refunds will be made to you (the client) under any circumstances.

We recommend that you take out wedding insurance to cover all eventualities

## **8 Deposits for loaned items**

I don't mind loaning you the baseboard, pillars, cake stand etc. free of charge – but I do require a cash deposit to cover these items, this is to be paid 2 days before your wedding date (Price depends on what you want to borrow – ask for details).

This deposit will be returned on safe return of the loaned items, provided it has not suffered any damage whatsoever, cuts, chips, scratches, breakages, cracks, rips, tears, dents, bending, staining and discoloration.

All hired equipment should be returned clean and in fully working condition.

Violation of any agreement can result in Truly Scrumptious withholding the deposit in part or full, as to the cost of replacing the item/s in question. In addition, failure to return the hired equipment on the specified day will carry a penalty of loss of deposit.

## **9 Fountain Hire**

The Water Fountain will be checked before being lent out to a client to make sure that it is in fully working condition, this will be shown to the client when they come to view their cake as detailed below.

Truly Scrumptious cannot be held responsible for any electrical fault or malfunction of any kind once the Fountain has left Truly Scrumptious or any electrical problems within the venue and no monies can be returned that the client paid for the Fountain Hire.

The Water Fountain will be checked again when returned to Truly Scrumptious and failure to return the fountain in fully working condition will result in your deposit being withheld.

If the water fountain has not been returned or has been broken by a previous client, Truly Scrumptious cannot be held responsible for this action and will do their utmost to get a replacement for you, alternatively will have to advise you so you can make alternative arrangements.

## **10 Cake Viewing**

An appointment can be made approximately (time to be negotiated) to see your cake all set up and ready to go before delivery or collection.

## **11 Colourings and ingredients**

At Truly Scrumptious every effort is made to match up the exact colours and designs that you have chosen, but this is not guaranteed due to the fact that every cake/favour is handmade by us in our kitchen and may vary despite every effort being made.

We also cannot guarantee that all the product-lines used in the construction of the cake will be available at the time of making. For example, when a supplier de-list an item such as a pre-manufactured white chocolate rose or a particular ribbon colour design. In this case I would let you know and would endeavour to get the closest possible match using replacement products.

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

Please be aware that some of the decoration on your cake might be made out of coloured sugar paste and as they contain a high concentrate of colouring. Truly scrumptious strongly recommend that these are not eaten and are for decorative purposes only.

Decorations on your cake may also contain such things as wires, jewels and other non-edible products. It is your responsibility to ensure that whoever is in charge of the cake/cutting the cake knows that these non-edible products are to be removed before serving the cake to yourself or your guests.

## **12 Delivery and Setting up**

Free Local Delivery Service (Within 10 mile radius), Otherwise payable – Please ask for details.

Due to the economic problems and petrol prices continually rising, Truly Scrumptious reserve the right to alter the costs or cancel delivery at any time.

Where delivery has been booked, due to severe weather conditions (Act of God) we will do our utmost to deliver the cake/s to the venue, but Truly Scrumptious cannot be held responsible for any delays or not being able to get to the venue if it is impossible due to the weather.

Due to unforeseen circumstances Truly Scrumptious has the right to cancel delivery at any time and will let the client know as soon as possible so they can make alternative arrangements.

The cake/s/favours are usually delivered the day before the event or as a pre arranged arrangement on the day.

Deliveries the day before – The venue is asked to store the cake/s/favours in a cool room and are shown which way the cake/s/favours should be assembled. Truly Scrumptious cannot be held responsible for where the cake/s/favours are finally stored or how the venue have set up the cake/s/favours.

On the day (setting up) – We will try to ensure that your cake is presented at its very best, but we cannot be held responsible for the location of the cake at the venue, the stability or level ness of the table upon which the cake is displayed or items surrounding the cake. Please ensure, therefore, that the cake presentation table is level, stable and strong enough to hold the cake.

(Please remember that under conditions as are found in a hot room, next to radiators, in front of glass windows with the sun blazing through etc. that iced sugar paste cakes can become soft and warm and chocolate and Buttercream covered cakes can melt under these conditions – please bare this in mind when choosing where to place your cake at your venue.

Once the cake has been collected or delivered, Truly Scrumptious cannot be held responsible for any interference or damage to the cake/s/favour.

### **13 Ownership rights (Who owns the cake/s/favours and when)**

The relationship between Truly Scrumptious and the client (the purchaser of the cake/s/favours) and any product(s) purchased by the client from Truly Scrumptious are clear in law. The client owns the cake/s/favours once they have paid for them in full, collected it or it has been delivered to the venue, by prior agreement with Tracey Nicholl owner of Truly Scrumptious.

The responsibility of ensuring the cake/s/favours remains in good order lies with the owner of the cake. The transfer of ownership also equates to the transfer of responsibility. For example, when ownership of the cake/s/favours is transferred to the client it becomes the client's responsibility to ensure the cake/s/favours remains in good order.

If the client fails to pay the full amount for the cake/s/favours and/or products, then ownership of the products remains with Truly Scrumptious and not the client.

### **14 Design rights**

During the consultation process the client will view a range of existing cake designs (dummy cakes, sample products and pictures of previously designed cake/s/favours) developed by Tracey Nicholl for Truly Scrumptious. The client selects a design, variation of a design or part/combinations of various designs developed by the company. This is standard practice within the industry.

Truly Scrumptious have the ownership rights of all cake/edible product designs, this is not transferred to the client on ownership of the cake/product.

This is important because it means that Truly Scrumptious has the right to publish and sell the aforementioned cake/s/favours design to other clients.

## **15 Publication and Promotional Rights**

All cake designs used by Tracey Nicholl remain the property of Truly Scrumptious. The client has no ownership rights over any cake design. We reserve the rights to re-use and publish our photographs of the client's cake/s/favours as and when required.

By Signing an Order Form the client hereby agrees that Tracey Nicholl of Truly Scrumptious is the sole designer and owner of the final cake/s/favour design.

Whilst we try to ensure that all published designs by Tracey Nicholl are exclusive to Truly Scrumptious we do not guarantee exclusivity of cake/s/favour designs between our clients. The only exception to this rule is when the customer commissions an exclusive design.

## **16 The Design Process**

Truly Scrumptious defines the design of a cake/s/favour as the result or outcome of the consultation or design process conduct between Truly Scrumptious and the client.

During the consultation we will discuss and elicit from the client a list of requirements for their cake/s/favours, once these requirements are accepted by the client an order form is written out listing these requirements.

This is signed by the client and a deposit is paid. At this stage no design exists. The client has not paid for the design only the slot for the reservation date, and list of requirements for making the design. Truly Scrumptious will then design a cake/s/favour to meet those requirements.

## **17 Queries and Comments**

If you have any queries or comments regarding these Terms and Conditions please do not hesitate to contact me.

I acknowledge and understand the terms and conditions of booking a slot/cake/s/favours at Truly Scrumptious.

Clients Signature .....

Authorised Signature of a representative of Truly Scrumptious

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