



## SWEET WILLIAMS CAKES

### TERMS & CONDITIONS



#### DEFINITIONS

The “Seller” is defined as Sweet Williams Cakes. The “Buyer” means the person (legal or natural) who buys the goods. “Goods” is defined as the items to be supplied by the Seller to the Buyer.



#### GENERAL

These Terms and Conditions shall apply to the sale of the Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred except where the Seller has agreed to such variation in writing. By ordering from Sweet Williams Cakes you agree to be legally bound by these Terms and Conditions (Conditions) and accept that these Conditions may be modified or amended and posted on this website from time to time.



#### PAYMENT AND DEPOSIT

A 40% non-refundable deposit is required to confirm an order and hold the date. The remaining 60% is due 4 weeks before the delivery date, at which point all changes must be confirmed (changes to the previously agreed design may incur extra fees). Orders placed less than 6 weeks in advance of the delivery date must be paid in full. The final balance specified on the invoice must be paid by the Buyer 4 weeks before the delivery date. Payment can be made earlier if you wish. Failure to complete payment 4 weeks before the delivery date may result in your order being cancelled. By making a payment the Buyer is accepting the Terms and Conditions as detailed on this page.



#### REFUNDS AND CANCELLATIONS

Deposits are non-refundable and non-transferable under any circumstances due to any loss of business arising from turning away other bookings on that date. Full payments made less than 4 weeks in advance of the delivery date are non-refundable. Full payments made more than 4 weeks in advance of the delivery date are subject

to a cancellation fee if cancelled more than 4 weeks in advance of the delivery date. We cannot refund the cost of any orders cancelled with less than 4 weeks' notice. Orders paid in full and cancelled with more than 4 weeks' notice will receive a partial refund of 50% of the total amount paid. In the very unlikely event that we have to cancel your order for any reason, then we will give you as much notice as possible, discuss the matter with you and try to agree a suitable alternative. If you do not wish to accept our suggested alternative, then we will refund the full price to you. All our cakes and cupcakes are baked to order and we do not accept returns.



## PRODUCT INFORMATION

The images on the website are examples of our cakes and designs and provided for illustrative purposes. All our products are hand-made and bespoke and can be ordered in different sizes/designs from those shown on the website.



## CONSULTATIONS

Consultations are by appointment only and are not applicable to all orders. An appointment for a consultation and tasting must be agreed with the Seller by email and a non-refundable consultation fee must be paid prior to consultation date before it can be confirmed. All appointments for consultations will be confirmed by email from Sweet Williams Cakes.



## PRICE QUOTATIONS

All written price quotations are valid for 30 days from the date of quotation.



## ALTERATIONS

If you have any queries or need to make any changes to an order, please contact us immediately. Alterations and amendments must be submitted or confirmed in writing. We will assess the request for an alteration and endeavour to make the alteration, where possible and dependant on the design and amount of notice given. We reserve the right to make additional charge/s for changes to the cake design. We will let you know the effect on the price and any agreed timetable.

Accepting any alterations is at the discretion of the Seller. Alterations requested less than 4 weeks before completion may be subject to a surcharge. It is the Buyer's responsibility to check any quotes and invoices thoroughly before making payment. We reserve the right to change the design at any point if circumstances beyond our control compromise the quality of the finished product, e.g. weather conditions. The Buyer will be notified of any such changes and we will try to keep any changes minimal.



## CAKE STAND HIRE

We offer cake stand hire. A hire fee plus a security deposit is required in advance. We have a selection of stands and will provide the stand best suited to the cake. It is the Buyer's responsibility to return the cake stand(s) after hire to our address within 3 days (on a working day). An additional charge will be incurred for late return. The deposit will not be refunded in the event that the stand(s) is/are damaged or returned after 3 days. We are not liable for any damages that occur to the cake stand before it is returned to us. Once the stand is returned within the given timeframe and we are satisfied that it is not damaged we will issue a refund of the security deposit to the Buyer.



## DAMAGES

In the unlikely event that your order arrives damaged, it is the buyer/customer's responsibility to report the damage within 48 hours and send photographic evidence of the damage within 7 working days if you wish to claim a refund or replacement. The Seller will not take back any undamaged goods from the Buyer unless agreed in writing by the Seller. The Seller accepts no liability for cakes that are damaged after they have been delivered to the agreed location. For cakes delivered to venues, the Seller requires a signed delivery note by the person in charge to say that the cake has arrived and that it arrived in perfect condition. Goods collected from the Seller requires a signed delivery note by the person(s) making the collection to say that they accept responsibility to ensure the goods arrive at the destination venue in perfect condition. Damages after this point are not the Seller's responsibility. All wedding and celebration cakes are fragile and require care and attention when handling, storing, and displaying. Please pay careful attention to

storage and transportation (where relevant) instructions provided with the cake. Any image provided as part of the description of similar goods is given for illustrative purposes only. Given the nature of the goods, minor variations of colour and design may apply.



## ALLERGIES AND SPECIAL DIETARY REQUIREMENTS

Please discuss any allergies or special dietary requirements with us at the earliest and before making the deposit payment. We offer various dietary options' however some products may not be suitable for those with certain allergies as our kitchen does handle wheat and nuts. Whilst we take every precaution we cannot guarantee against cross contamination.



## DELIVERY AND COLLECTION

We cannot be held liable for any damages to the cake or products once we have delivered or delivered and set up the cake at the venue or delivery location. We will require a signature for the safe receipt of the goods on our delivery note. If the cake or products are collected from us, we cannot be held liable for any damages to the cake or products once they have left our premises. The collection vehicle should have a flat surface and be clean and tidy. This is the responsibility of the Buyer. The cake or products can be fragile so we advise driving very slowly and carefully and recommend purchasing non-slip matting. We will always endeavour to deliver within the given time slot, however, unfortunately delivery timings cannot be guaranteed. Refunds will not be given for delayed deliveries. If in the unlikely event the delivery is delayed, we will always endeavour to deliver the cake as close as possible to the given delivery time.



## AFTER DELIVERY

Goods placed outside are liable to react to the temperature. In hot or humid weather there is the possibility of sugar decorations melting or damage to Goods. Please note, we do not provide cake tables, table coverings or cutting knives. It is the responsibility of the Buyer to provide these or check with the venue to ensure these items are provided. A cake table should be placed in the required position. The

table must be secure and level and must be able to support the weight of the cake. Table coverings should be clean.

A shelf life and Best Before Date will be provided on the Delivery Note. This is advisory only. Please note, once cakes have been cut into the shelf life will be reduced.



## NON-EDIBLE INGREDIENTS AND DECORATIONS

Our Goods may contain non-edible ingredients or decorations, such as plastic dowels in tiered cakes or wires in some sugar flowers. These will be detailed on the Delivery Note and must be removed before serving or eating.



## PHOTOGRAPHY

The Seller reserves the right to use photographs of orders we prepare on our website, blog and social media pages. If the Buyer, would like us to provide a picture of your order we will usually be happy to do so but you must let us know at the time of ordering.



## COMPLAINTS

If you wish to make a complaint to us or let us know any concerns after receiving the Goods, please do so in writing. Evidence of any faults, damages or discrepancies should be included. Any refunds will be given entirely at our discretion.