



# LouBells Luxury Cakes

[www.loubells.co.uk](http://www.loubells.co.uk)

07817866980

4 MERSTONE RD GOSPORT HAMPSHIRE PO13 0PB

## Celebration Cake Terms & Conditions

*All sales made by LouBells Luxury Cakes 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 [laura@loubells.co.uk](mailto:laura@loubells.co.uk)*

### **1. Booking Process**

- 1.1. *For celebration cakes, the design process will be done over Facebook Messenger, Instagram, email or phone.*
- 1.2. *Ideas for the cake design can be sent to us when booking, while it is possible to replicate and draw inspiration from a cake design, each creation is unique, and an exact replica may not be achievable due to variations in techniques, materials and artistic interpretation. 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.*
- 1.3. *Design sketches can be sent if required for approval. There may be a small charge for this.*
- 1.4. *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.*
- 1.5. *Please advise us of any allergies or specific dietary requirements when booking your cake.*

### **2. Booking Fees**

- 2.1. *All celebration cake orders require a non-refundable booking fee of £20. For cake orders with less than 1 weeks notice the full cost of the cake must be paid at time of booking.*
- 2.2. *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'.*

### **3. Payment Schedule**

- 3.1. *The final payment is due 1 week before your event. The due date will clearly be stated on the email/message, a reminder will be sent when 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 1 week 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.*

#### **4. Cake Details**

- 4.1. *Please review all cake details carefully especially; cake tier sizes, flavour choices, spellings of names, allergen information, delivery time (if applicable) 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.*
- 4.3. *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.*

#### **5. Alterations To Orders**

- 5.1. *We are happy to make alterations to your cake design and order up to 2 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 2 weeks of the event cannot always be guaranteed.*
- 5.2. *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.*
- 5.3. *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.*

#### **6. Collection Of Celebration Cakes**

- 6.1. *Your order may be collected at a pre-arranged time. However, not all cakes are available for collection; it depends on the design and size of the cake.*
- 6.2. *Cakes that are collected by the customer are always boxed for transportation and photos are sent to the customer before collection. We will provide full instructions on the care and handling of your cake. We do not take any responsibility for any damage that may occur to the cake once it has left us.*
- 6.3. *We advise cakes to be placed 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.*
- 6.4. *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.*
- 6.5. *Any changes to the pre-agreed collection time must be confirmed in writing at least 48 hours before collection and cannot be guaranteed.*

#### **7. Delivery Of Celebration Cakes**

- 7.1. *Delivery is sometimes available for celebration cakes. If delivery is agreed we will deliver*

*your cake to your venue or home at a pre-arranged time. This time will be stated on the booking form and if delivery is to a venue, we will advise the venue in advance of our arrival time.*

- 7.2. If the delivery time needs to be changed, please advise us as soon as possible but at least 48 hours in advance – depending on other orders on the day of delivery, we cannot always guarantee a change of delivery time will be possible.*
- 7.3. Delivery is charged at £1 per mile for the return journey with a minimum charge of £20. Sunday or bank holiday deliveries may be subject to a surcharge.*
- 7.4. The delivery charge includes setting up your cake at the venue unless fresh flowers are being added. In this case, an additional charge may apply. We prefer to add flowers ourselves rather than having your florist attach them. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design.*
- 7.5. It is your responsibility to ensure you have given us the correct delivery information and delivery time. This will be on your cake booking form so please check it carefully.*
- 7.6. It would be very rare, but on the event day we may be faced with a 'force majeure' e.g., severe weather conditions, public unrest, or other unexpected events that may make delivery impossible. You can be assured that we would always do our best to deliver as prearranged, but some circumstances would be out of our reasonable control. In this case, you would have to arrange to collect the cake yourself.*
- 7.7. It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue (if applicable). We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by passing guests.*
- 7.8. We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day*
- 7.9. We also reserve the right not to use a cake stand provided by the venue or yourself if we feel it will not hold the weight of the cake. We have a wide selection of suitable cake stands available to hire if you so wish. Please contact us to discuss this.*
- 7.10. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.*

## **8. Non-Edible Elements**

- 8.1. 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.*
- 8.2. 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.*

## **9. Shelf Life**

- 9.1. We recommend our cakes be eaten within 5 days of the event for them to be enjoyed at*

*their best.*

- 9.2. *Left over cake can be frozen if you would like to. Please contact us for instructions on how to do this best.*

#### **10. Allergens & Special Dietary Requirements**

- 10.1. *All allergies and special dietary requirements should be conveyed to LouBells Luxury Cakes 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.*
- 10.2. *Unless otherwise stated, all cakes contain; gluten, butter and eggs and are made in an environment that handles; nuts, soya, and alcohol. Gluten-free, and nut-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.*
- 10.3. *We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.*
- 10.4. *We will provide full allergen information with the cake upon collection/delivery.*
- 10.5. *LouBells Luxury Cakes accepts no liability for customers suffering allergic reactions from eating our cakes.*

#### **11. Publication & Promotional Rights**

- 11.1. *The company, LouBells Luxury Cakes 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.*
- 11.2. *From time to time our designs are published in the media e.g., wedding 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.*
- 11.3. *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.*

#### **12. Cancellations/Refunds**

- 12.1. *The booking fee is non-refundable and non-transferable in the event of cancellation.*
- 12.2. *Cancellations from the date of booking until 1 week before the event will forfeit the booking fee.*
- 12.3. *Cancellations with less than 1 week 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.*
- 12.4. *There may be a rare occasion when LouBells Luxury 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 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'.*

#### **13. Change Of Event Date**

- 13.1. *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.*
- 13.2. *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.*
- 13.3. *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.*

#### **14. Complaints**

- 14.1. *In the unlikely event there is an issue with your cake, it must be brought to our attention within 24 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.*
- 14.2. *If the complaint 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 24 hours of delivery for inspection.*
- 14.3. *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.*
- 14.4. *For any complaints we can only deal with the person who booked the cake originally.*
- 14.5. *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.*
- 14.6. *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 be 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.***