**1.Booking**

**1.1 A non-refundable** deposit **of 50% of the total order cost secures the date. Without this, the booking will not be confirmed. Dates are not held for longer than 24 hours.**

**1.2** Payments may be made by bank transfer or card [via Square].

**1.3 Balance payments must be received at least 3 days before collection, failure to pay will be treated as a cancellation by the client [please see 3.1]**

 **1.4 All bookings will be confirmed with an invoice [via email/Facebook or Instagram] 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.**

**1.5 Assuming a date remains free; quotes are valid for a period of 14 days.**

**1.6 Without a** deposit, **other orders may have been taken for your date.**

**2. Alterations**

**2.1 We are happy to make alterations to your order up to 28 days 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.**

**2.2 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 via email by Delicious Pink Cakery.**

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

**3 Cancellation Policy**

The following refund policy is in place and is non-negotiable.

3.1 Cancellation by Customer: the **50% deposit is always non-refundable and non-transferable**.

If an order is cancelled within 28 days prior to the event, the full balance is payable.

If an order is cancelled with 29 days [or more] notice, any monies paid [minus the deposit/any items made or purchased for the order] will be refunded to you.

3.2 Cancellation must be made by email: info@deliciouspinkcakery.co.uk/Facebook Messenger/Instagram & will be effective upon confirmation of receipt by Delicious Pink Cakery.

 **3.3 Postponement: we will try to accommodate one change of date where possible, but we are under no obligation to do so. The new date must be within 12 months of the date of the original order & only applies to the original booking & client. Otherwise, a postponement will be treated as a cancellation. We reserve the right to add up to 10% of the cost originally quoted, to the new date.**

 **3.4 Cancellation by Delicious Pink Cakery: in the unlikely event that Delicious Pink Cakery has to cancel an order, you will be notified as soon as is practicable & all monies will be refunded.**

**4. Force Majeure.**

**Delicious Pink Cakery shall not be liable for any failure of or delay in the performance of this contract 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 [without prejudice to the generality of the foregoing] war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, pandemics, acts of state, governmental action or any other event outside the control of Delicious Pink Cakery, prohibiting or impeding Delicious Pink Cakery or any party that Delicious Pink Cakery is reliant upon, from performing its respective obligations under the contract.**

**5. Dietary Info**

Delicious Pink Cakery is not an allergen-free environment & is not suitable for those with allergies

**We regularly handle...**

**Milk, eggs and other dairy products**

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

**Soy & Sulphites**

**Wheat & Gluten**

5.1 It is your responsibility to advise us of any allergen risk and you agree to notify your guests of this risk and do not hold us responsible for allergic reactions.

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.

**6. Fresh flowers/inedible items/supports**

We prefer to provide any flowers/foliage that you require. However, you may choose to use you own florist.

Flowers 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 [if using one] and they should be able to suggest suitable non-poisonous, organic or edible flowers that can be used.

6.1a Irrespective of the supplier, if you choose to add flowers/foliage to a cake you are accepting any liability for their use. 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.

6.1b Irrespective of supplier, we prefer to add all decorative & floral elements to your cake, ourselves. If you choose to allow your florist or another person to do this, we accept no responsibility for the decoration or for any subsequent damage that is caused to the cake or its structure.

6.2 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.

**7. Delivery & Collection**

**7.1 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.

7.2 If the collection date or time is to be changed by either party, the change must be confirmed via email: info@deliciouspinkcakery.co.uk /Facebook Messenger/Instagram by both parties.

**7.3 Cakes are most at risk during transport; so please read our cake care information [available on our website]**

**7.4** **We reserve the right to make a charge of £20 per full or part hour** **for late collections.**

**7.5** Cakes cannot withstand extreme temperatures and prolonged exposure may result in damage. You are responsible for providing an appropriate/secure table & creating & controlling an appropriate operating temperature & environment for the cake. Once the cake has been collected, you accept responsibility for the cake at this point. If the cake is then moved/damaged, we cannot be held liable for any such occurrence and no further liability for loss/damage will be accepted by Delicious Pink Cakery.

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

**8. 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.**

8.1 **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.**

**8.2 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/metal box]; in a cool, dry place [not in a fridge] & away from heat & sunlight.**

**8.3 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.**

**8.4 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 or a discount/gift voucher to be applied to further purchases** [according to the degree of the problem].

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

**9 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.

**9.1 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.

**9.2 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].

**9.3 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.

**10. Liability & Changes to the privacy policy**

Delicious Pink Cakery reserves the right to amend this privacy policy at any time and for any reason. 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.

**11. By paying a deposit & placing an order, you are agreeing to these terms & conditions which represent the extent of our liability. These terms & conditions are binding & no further liability or correspondence will be entertained.**