

The Red Rose Cake Co Contract

The below forms the basis of a contract between us, The Red Rose Cake Company, and you, the wedding couple. All sales are subject to the terms and conditions herein, although your statutory rights will not be affected. We reserve the right to review and amend the terms and conditions within this contract for services. The contract for services in place at the time of booking will remain in force. In the event it becomes necessary for court action, the law of England and Wales will apply

Quotations

- All price quotations will be fixed for a period of 30 days.
- If you secure a booking with us then your price will be fixed as per the booking form and will only change in the event of any alterations as requested by you or the costs of the ingredients has risen more than 5% of the original cost calculation.

Booking fee

- All wedding cakes require a booking fee of £80 unless you are advised to the contrary. This fee can be transferred to another date in the event of postponement.
- Such payment must be made within 14 days of any consultation and if the payment is not paid within the aforementioned 14 days the date will be released.
- An order will only be deemed as confirmed once the booking fee has been paid
- The payment of the booking fee evidences that a contract has been entered into with The Red Rose Cake Company and all of the terms and conditions herein will apply.
- The booking fee is utilised to reserve the date of your event and will cover the administration in relation to your booking, reservation of your event date, costs of any communications and research regarding your design. This work is charged at an hourly rate of £20. The costs incurred in accordance with your booking will be calculated and you will be notified if any monies are due to be refunded. Such refund will be made within 28 days of the date of cancellation
- The booking fee will be deducted from any final amount that is due.

Consultation

- A consultation can be arranged face to face, by email, zoom, by phone or by text message and is required for a wedding cake. Only couples who have paid the booking fee will be offered the opportunity of a face to face consultation.
- Any appointment will last for about an hour
- At the consultation you will be provided with approximately 5 flavoured tasters, if they have not been provided by post previously
- You can message, call or email to discuss any aspects of your cake order both before and after your booking
- You will be provided with a sketch of the design of your cake, if appropriate, but it will remain our property until a booking fee is paid. A copy will be provided thereafter, if requested

- You should advise of any allergy, intolerance or other special dietary requirement at the outset of any discussions
- If you wish for a cake that is not an original design of our own, whilst we shall take steps to obtain agreement from that designer, we reserve the right to refuse to create a copy of that cake. We wish to create an original design and may use a copy as a basis to create a cake unique to you.

Bookings

- Upon booking the booking fee must be paid in order to confirm the same and reserve the date
- Failure to pay the aforementioned booking fee will mean the booking is not valid and the date will be released
- For a cake booked within 28 days of the event, the full payment is required.

Final Payment

- All final balances are due 28 days before your event
- The 28-day balance and all details will be clearly stated on the booking form
- If the final balance is not paid as above we reserve the right to cancel the booking
- It is possible to pay by way of instalment payments – please discuss the same at the time of consultation. This agreement will be reflected on the booking form

Alterations and amendments

- It is agreeable that alterations or amendments can be reasonably made up to 28 days before the event
- It is not guaranteed that such can be implemented after the 28-day period
- It is your responsibility to advise of any alterations or amendments to the original order so it is vital that you check the booking form and quote. In the event amendments are requested, they will not have been agreed to by ourselves, unless an amended quote is provided to you for approval
- We reserve the right to amend any quotation in accordance with such alterations or amendments

Allergies, Intolerances and special dietary requirements

- All such requirements should be notified at the outset of any discussion
- It is your responsibility to make us aware of any special requirements that may be necessary when making the cake
- Our cakes are made using gluten, butter, eggs and we handle soya, nuts and alcohol.
- We cannot guarantee our cakes will not contain some trace elements given the environment in which they are produced.
- We are able to make gluten free, dairy free and nut free cakes subject to the above
- We would recommend that anyone suffering a severe allergy does not eat our cakes
- Allergen information will be provided with the cake at the time of delivery to a venue

- We do not accept any responsibility for a customer suffering an allergic reaction from eating our cake

Delivery and set up

- We would prefer to deliver and set up our cakes to a venue, at a pre-arranged time which will be discussed
- A delivery fee will be calculated and included within your total balance
- This fee will include the stacking and set up of the cake
- It is your responsibility to ensure the correct delivery information is provided
- It is your responsibility to provide the set-up details and the location for the cake at the venue. We are not responsible for the location of the cake at the venue
- Please ensure that the display location is stable and strong enough to hold the cake and any stands are available.
- We would advise that the cake should be displayed away from direct sunlight, a heat source and where guests cannot easily knock it over.
- A photograph of the cake will be taken as proof that it has been delivered, set up and left in perfect condition
- Details as to the shelf life and best before date will be provided in writing to the venue. It should be noted that shelf life will be reduced once the cake is cut
- If on the event date, delivery of the cake is made impossible due to a force majeure situation i.e.: severe weather conditions, civil disturbance or other unusual event, we will do our absolute best to deliver the same. It may be that circumstances are outside of our control whereby we are unable to do so and we would suggest that wedding insurance be in place.

Fresh Flowers

- We prefer to place fresh flowers on the cake rather than the florist, specifically because the flowers need to be made food safe, and also because we wish the original design to be maintained.
- Use of fresh flowers should be discussed at consultation.

Non-edible elements

- These elements are used in cakes by way of plastic dowels, wires in sugar flowers or certain cake toppers.
- These items should be removed before cutting the cake. Written notification of these elements will be provided to the venue at the time of delivery
- We will not be cutting the cake and therefore we do not accept any responsibility for any non-edible element not removed from the cake prior to serving.

Promotion

- All and any legal rights that arise from the creation and design of your cake remain the absolute property of The Red Rose Cake Company
- Occasionally, designs are used in the media and we reserve the right to use any image of the customers cake, after the delivery date, unless previously agreed in writing between the customer and us.
- The customer has no ownership rights over any cake design

Display item hire

- We have a range of stands and decorative items to hire. The costs should be discussed at the consultation.
- The hire of any item is subject to a refundable deposit which will vary with each item
- All charges or hire fee is payable 28 days before the event date and will be detailed on the booking form
- The hired item should be returned within 7 days of the event date and if not then a late return fee of £5 per day will be applied, unless a late return date has been agreed.
- Should the item not be returned at all the hire fee will be forfeited
- The hire item needs to be returned directly to us. If not a collection fee of £25 will be applied
- Should the item be damaged the hire fee will be forfeited
- It is your responsibility to advise us at the earliest opportunity of any damage occurring to the hire item

Cancellation/Refunds

- In the event of cancellation being made with less than 21 days' notice being given then the full payment will be due and if the final balance has not yet been paid it will be due immediately
- In the event we are forced to cancel due to exceptional circumstances outside of our control, including a force majeure situation, which may be but is not limited to any act of god, war, fire, pandemic (including coronavirus or any man made disease/ virus), any payments made save the initial booking fee will be refunded.
- In the event of The Red Rose Cake Company being unable to facilitate your order due to sickness, efforts will be made to secure an alternative baker/ cake designer. A refund of all monies save the booking fee will be made