



CAKES BY CLAIRE

## Terms and Conditions of Sale

All sales made by Sparkles and Swirls are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer.

### Price

The full price for your order will be stated on the Customer Order Form. You agree to pay the full price to Sparkles and Swirls in accordance with the Order Form after checking and agreeing the details.

### Acceptance of orders

To secure a booking, all orders require an upfront payment of 50% of the total cost or £25, whichever is higher. Your booking – and the delivery date – is not secured until the deposit has been received by us. This payment is non-refundable and non-transferable.

Late bookings (less than 28 days prior to delivery date) will require full payment in order for us to accept the order.

### Payments

Payment may be made by:

Automated payment by direct bank/building society transfer

Account Name: Sparkles and Swirls

Account Number: 21445907

Sort Code: 09 01 29

Reference: Surname and Order Number (as shown on Customer Order Form)

Cash or card payments accepted in person.

### Final Payments

Final payment for all orders must be made at least 7 days prior to delivery/collection/set-up or as stated on the Order Form.

### Non-Payment

In the event that a payment is declined, the order will not be accepted or completed until alternative funding arrangements have been agreed and payment made as per the Customer Order Form. Sparkles and Swirls accepts no responsibility for any loss caused or for non-delivery under these circumstances. You are responsible for any additional charges incurred as a result of payment failure.

### Alterations to orders

Sparkles and Swirls, and its reputation, is built on the development of bespoke designs of every order. It is your responsibility to thoroughly check the Order Form and inform us within three days if changes are required.

Outside of the three days, we will endeavour to make alterations as requested, but reserve the right to increase the agreed price for the work. Whilst every effort will be made to assist you, late changes cannot always be guaranteed.

### Collection

You may arrange to collect an order at a pre-arranged time between Monday and Friday, 9.00am to 5.00pm. If you wish to collect outside of these times you should contact us to agree a mutually acceptable time.

A signature will be required for the receipt of the order upon collection. Orders must be checked before signing for them as we are unable to accept liability for any interference or damage thereafter.

### Delivery

Sparkles and Swirls is pleased to offer local personal delivery. Orders can be delivered between Monday and Friday 9.00am to 5.00pm or Saturday and Sunday 9.00am to 12.00pm, unless by prior agreement. All delivery times are subject to availability, and should delivery be required by a given time, this must be specified when the order is placed.

It is your responsibility to ensure a correct delivery address is on the Order Form, and that someone is available to receive the order. A signature will be required for the receipt of the order upon delivery. Orders must be checked before signing for them as we are unable to accept liability for any interference or damage thereafter.

If a recipient is not in, the order will be returned to us who will contact you to arrange alternative delivery for which an additional charge will be payable. Sparkles and Swirls accepts no responsibility for any loss or consequential loss incurred by you as a result e.g. a wedding without a wedding cake.

### Setting up

For wedding cakes, Sparkles and Swirls is pleased to offer a set up service alongside delivery to ensure your cake is displayed at its best. It is your responsibility to ensure we have set-up details, and arrangements have been made with the venue for the location and display of the order. We cannot be held responsible for the location of the order at the venue. You should ensure that the display location is level, stable and strong enough to hold the order, and not too close to sources of heat (e.g. direct sunlight through a window, or a marquee on a hot summer's day).

If an order is delivered and set up by Sparkles and Swirls to a venue (e.g. wedding venue), a signature will be required from the venue management confirming the cake has been received and set up in good condition. A photograph of the cake will be taken prior to departure to verify the order has been set up and left in good condition.

Once the order has been delivered, set up and signed for, we are unable to accept any liability for any interference with or damage to the order thereafter.

### Cancellations/refunds

As your order is designed entirely on individual requirements, certain components for the order may be ordered or made months in advance. Therefore, the following conditions are implemented when an order is cancelled:

3 months from delivery date: 50% of total cost will be refunded (if paid)

1 month from delivery date: 25% of total cost will be refunded (if paid)

1 week from delivery date: no refund due

In the unlikely event that we have to cancel your order for any reason, then we will give you as much notice as possible, and discuss the matter with you and try to agree a suitable alternative. If you are not willing to accept our suggested alternative, we will refund the full price to you.

### Copyright

No person shall have entitlement to copy or reproduce in any form, or otherwise make use of any image, photograph, design or other document or item produced by or on behalf of Sparkles and Swirls without our prior written consent.

### Publication and promotional rights

By signing the Order Form you agree Sparkles and Swirls is the sole designer and owner of the cake design. All rights in any original designs created and designed by us shall remain the exclusive property of Sparkles and Swirls. From time to time our designs are published in the media and we reserve the right to use any image of a Customer's cake made by us for publication after the delivery date unless previously agreed in writing.

Exclusivity of cake designs between our customers is not guaranteed unless you commission an exclusive design.

### Viewing

Please note cakes with sponge tiers and cupcakes will not be completed until the day prior to, or the day of, the celebration to ensure cakes are as fresh as possible. Therefore, viewing of cakes is not practical for most standard celebration cakes.

Viewings of wedding cakes can be pre-arranged. If a tiered wedding cake is to be delivered and set up for you, it may not be stacked for the viewing as assembly and disassembly risks damage to the cake. Sparkles and Swirls accepts no liability for any omissions or errors on wedding cakes if they are not viewed by you prior to the wedding.

### Allergies

Please be aware that while your chosen cake may not be made with nuts or nut products, it will be prepared in a kitchen where nut products may be used in other cakes and fillings. Raw materials used may not be free from dairy, wheat or gluten. Allergy information is provided with all cake orders.

### Damages or complaints

In the unlikely event that your cake arrives damaged or you are not satisfied with your order, please contact Claire immediately on 07521 663 055. Some complaints may require investigation. Corrections and repairs to cakes can be corrected in some cases. Please give us the opportunity to correct mistakes and let us know of the problem within one hour of accepting your cake.

Any cut surfaces of cake must be wrapped and the cake(s) returned in the box(es) provided within 24 hours of your event for investigation. Decisions are made on a case by case basis, but no refund would be offered where less than 75% of the original order is returned.