

# Terms and Conditions

## **Basis of Sale**

Any samples, drawing, or descriptions we issue, and any descriptions or illustrations contained on our website are issued solely to provide you with an approximate idea of the cakes they describe and remain the property of Rosehill Cake Studio.

Quotations are valid for a period of 30 calendar days from the day of issue.

No contract is made with you until we have received your booking fee. Once your booking fee has been received you are in a legally binding contract with Rosehill Cake Studio.

## **The Cakes**

We warrant that on delivery or collection, the Cakes shall conform to their description as set out in the Order Confirmation, be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. We will not be held responsible for customer disappointment of the design or the interpretation of the Cake so long as it is made in line with the customer's pre-agreed requirements set out in the Order Confirmation and Rosehill Cake Studio will face no consequent liability. It is the customer's responsibility to ensure all details within the Order Confirmation and sketch are correct and meet their exact requirements.

The warranty does not apply to any defect in the Cakes arising from wilful damage, accident, negligence by you or any third party; if you use the Cake in a way we do not recommend; your failure to follow our instructions or any alterations you carry out.

Our cakes are made in an environment where all the 14 allergens are present, including nuts, eggs, milk and gluten . We cannot guarantee that any cake is entirely nut free although we make every effort to ensure that allergies are accommodated.

We cannot guarantee an exact replica of any cake, but we will do our best to make it so. Where colour swatches are provided we will do our best to match as close as we deem possible. Exact colour matches are not guaranteed.

Fresh flowers are not included in the price of any wedding cake design. If a wedding cake is to be dressed with fresh flowers, these are to be provided by your florist. Should you require

fresh flowers for your design, be aware that not all flowers are suitable for use as a cake decoration. Ask your florist for details regarding toxicity. We cannot be liable for any contamination to our food product that may arise from the misuse of flowers.

From time to time, certain materials for our cakes may become obsolete. This is totally out of our control; however, we will do our best to select replacement products

to reflect the original design as closely as possible. We reserve the right to replace items with component parts of equal or better quality without consultation.

If your cake contains figures made from sugar paste, whilst edible, we do not advise that they be eaten, due to the possible presence of dowels for reinforcement. All our figures are handmade, and therefore, whilst we try to capture the characteristics of a particular person if requested (such as with eye colour, hairs colour, hair length, glasses etc), we cannot guarantee a true likeness. It is your responsibility to provide images for our reference. If images are not provided, standard figures shall be used.

The Cake is a fresh product containing no additives or preservatives and it is our right to assume consumption on the day requested. Cakes should be stored in a dry place, at room temperature, away from direct sunlight and sources of heat in the box provided. Cakes decorated with fondant should NOT be refrigerated.

Rosehill Cake Studio and the customer expressly agree that the cakes and all goods purchased from Rosehill Cake Studio remain the property of Rosehill Cake Studio until paid for in full.

### **Delivery and Collection**

All orders may be collected free of chare from Rosehill Cake Studio by prior arrangement. We accept no responsibility for any damage sustained to the cake once it has left the premises.

If delivery has been requested, we will deliver the cake on the day set out in the order confirmation to the address provided. We do not offer specific delivery times. Rosehill Cake Studio will always do the best it can to ensure delivery dates agreed are achieved for the provision of the goods or services. However, the Company cannot accept liability for delays and time shall not be of the essence.

When delivering to a wedding venue, we will contact the venue in advance to arrange a mutually convenient time for delivery. If we set up the wedding cake, we shall take photographs of the cake before leaving and, where possible, obtain a signature from the venue confirming the cake has been received in good condition. Should the venue need to set up the cake themselves, we shall explain how the cake is to be displayed and where possible, obtain a signature to verify we have done so. Once the cake has been delivered, we are unable to accept any liability for any damage sustained to the cake thereafter, nor any failure to follow the instructions provided.

### **Price and Payment**

The price of your cake will be as set out in your order confirmation. No VAT is payable on the cakes. A 25% booking fee is required for wedding cake orders (subject to a minimum of £50) and a 50% booking fee for all other cakes. For wedding cakes, a detailed order confirmation

will be issued, stipulating the final balance and payment. No further payment reminders will be sent, and it is the responsibility of the client to ensure payment is on time.

The balance must be paid, and all monies cleared, no later than the date set out in the order confirmation by bank transfer to the account specified, cash or payment by

debit or credit card (where available). If paying by debit or credit card (where available), please allow 3 working days for the funds to clear. Late payments will incur a £25 charge.

If payment is not received by the date specified, this shall constitute a breach of contract by the client. We reserve the right to hold the order until payment is made in full. When payment is late, we accept no responsibility should we be unable to purchase the required stock or equipment to make the cake as laid out in the order confirmation. In these circumstances the cake will be made as close to the order confirmation as possible with no redress or liability on Rosehill Cake Studio.

### **Cancellation, postponement and alterations**

In the event of a cancellation by yourselves, charges are as follows:

- More than ninety days prior to the date – booking fee only
- Ninety day to one calendar month prior to the date – booking fee plus half the remaining

cost

- Less than one calendar month prior to the date – full amount
- Any payments previously made are not refundable.

In the event of a postponement, the payment due remains the same as a cancellation. Subject to availability we will carry the monies paid forward to the new wedding date. Please be aware that we will only do this on one occasion. Any further postponements will be classed as a cancellation.

You may, prior to 8 weeks before the wedding day, or 7 days for celebration cakes, amend or cancel your order by providing us with written notice. In the case of alterations, a new order confirmation will be issued detailing the changes and the new cost. Alterations are not confirmed until a new order confirmation has been issued. Should you make any changes after that time, there will not be a reduction in the price you pay, even if your new design is cheaper than the original booking.

In the unlikely event that we need to cancel your order any monies paid will be refunded. Rosehill Cake Studio reserves the right to cancel, vary or suspend the operation of this contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing); fire, floods, storm, plant breakdown, strike, lock outs, riot, hostilities, non-availability of materials or supplies or any other event outside the control of Rosehill Cake Studio and Rosehill Cake Studio shall not be liable for any breach of contract resulting from such an event.

Rosehill Cake Studio's liability (both in contract and tort) in respect of defects in goods or services shall be limited to the issue of a credit note in respect thereof or granting a refund or other such compensatory measures as Rosehill Cake Studio, at its discretion, considers

appropriate in the circumstances and shall be limited to the value of the goods or services giving rise to the claim.

Rosehill Cake Studio shall not under any circumstances be liable for the customer respect of indirect consequential loss or damage or loss of profits, provided always that these conditions do not exclude or restrict Rosehill Cake Studio's statutory liability for death or personal injury arising from any negligence on Rosehill Cake Studio's part or liability imposed by statutory implied terms in Consumer Contracts.

## **Complaints**

Complaints are very rare and due to the amount of work put into each individual cake we take them very seriously.

Both Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof and providing the other party with a prior opportunity to resolve any issues between the parties amicably.

Complaints regarding the decoration of celebration cake can be easily repaired so errors of this nature must be pointed out upon delivery/collection to give us the opportunity to correct them. Once payment has been handed over this confirms that decoration is as requested, and no further claims can be made. Wedding cake clients will be sent a detailed sketch of their wedding cake prior to the wedding. It is the client's responsibility to check that this meets with their requirements and raise any issues with us if there are any discrepancies.

Where the complaint is in relation to the quality of the cake then the cake, or remainder of the cake/tier, must be returned to use as soon as possible after cutting and within 48 hours of collection/delivery to ensure that we are able to fairly assess the nature of the complaint.

Please note we can only deal with the client who placed the original order.

## **General Terms**

All designs and intellectual property rights remain the property of Rosehill Cake Studio. We reserve the right to use images of your cake for any form of advertising including web - based promotions, brochures, galleries and competitions. It is advisable that you make a copy of all documentation received from Rosehill Cake Studio for your own benefit.

This Agreement together with the Order Confirmation documents provided constitute the entire agreement and understanding between the parties relating to the order. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement. Nothing in this paragraph excludes any liability for fraudulent misrepresentation.

In the event that any one or more such provisions of this Agreement should be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions thereof which shall be construed as if such invalid or unenforceable provisions had not been inserted.

The parties agree to submit to the nonexclusive jurisdiction of the English courts.

Any headings utilised in this Agreement have been inserted for the convenience of reference only and should in no way restrict or otherwise affect the construction of the terms and conditions thereof