



TERMS & CONDITIONS

TERMS AND CONDITIONS - OUTLINED

“We” are: **Sweet Treats Liverpool** (“The Baker”)

“You” are: The person (or persons) who have requested a quotation (where there is more than one person, they shall be jointly and severally liable). (“The Client”)

In this agreement: “The Assignment” Means the project of work, goods and services set out in the proposal, quotation or invoice.

ORDER & RECEIPT TERMS AND CONDITION

Section 1: Orders

1. Orders will be accepted via e-mail, Facebook/Instagram page or by phone but are not secured until a deposit is received.
2. We accept payment by bank transfer and via invoice payment link, details of which will be provided upon booking.

Section 2: Price and Payment

1. Prices: The Price for the Assignment is set out in the Quotation. There is no VAT. The Price includes the design and creation, baking and decorating and administration to complete the assignment.
2. Deposit: A non-refundable Save the Date Deposit of 25% for wedding cakes and 25% for occasion cakes over £500 and 10% for occasion cakes up to £500 shall be paid upon entering this agreement – **please note** - By paying the deposit you are agreeing to the Terms and Conditions of Sweet Treats Liverpool
3. Time Frame: The Baker will invoice the Client for the the deposit upon confirmation of order. The balance will be due 7 days prior to the Event. All Fees shall be paid in advance (For Weddings at the latest 4 weeks before the Event) and in full. Failure of the client to pay fees in full by the due date given on the Invoice, may result in a cancellation and loss of fees paid to date.

4. Failure to make Payment: If the Client has NOT paid the invoice by the dates given, a grace period of 5 days maybe given at the Bakers discretion. Further failure to make payments will result in either a late payment fee of £10 per week over due date or cancellation of order entirely.
5. All price quotations, written or verbal, are valid for 30 days from the date of quotation, this does not however secure your date. Only payment of deposit will secure dates.

Section 3: Delivery, Collection and Setup

Delivery Fees:

1. Delivery to L4 and local/ surrounding areas (*please see delivery guides*) are free, a small fee applies to all other areas.

Delivery Date:

1. This Date must be confirmed at time of order. We ask all clients to please provide Time of Events no less than one week before delivery.
2. The client is responsible for providing accurate delivery details (location, time of delivery, etc).
3. The baker is not liable for any delay caused by incorrect or incomplete delivery information provided by the client.

Collection/ Pickup:

1. If the client opts for collection, the client MUST adhere to the collection times given by the Baker. If the Client is running late or early they must contact the baker as soon as possible.
2. The Baker is not liable for any damage caused to the assignment during transportation; or any mishandling of the assignment after it has been handed over to the client.
3. All cake boxes are labelled with Cake care instructions and it important that these are adhered to.

Setup:

1. Setup Fees for single tier cakes are included in the cost, multiple tiers and dessert tables may require a small service charge
2. Once setup is complete, the baker is not responsible for the care of the Assignment (Cake or Desserts), this liability falls to the Client and/or Venue and it's staff.
3. Hire of display props: Cake stands, trays, boards and plinths is available upon request and delivery and set up can be arranged.

Section 4: Storage and Display

1. The Assignment must be stored at [Room Temperature/Refrigeration] depending on the type of cake/bake and the event's schedule. The baker is not responsible for any damage to the assignment caused by improper storage, exposure to heat, or humidity after the assignment has been delivered and set up.

Section 5: Cancellations

Client Cancellations:

1. If the client cancels the order more than 14 days prior to the event date, the deposit is non-refundable, but no further payment is required.
2. If cancellation occurs within 14 days of the event, 50% of the total balance will be due. Any payment made over this amount will be refunded.
3. No refunds will be given for cancellations made within 5 days of the event.

Baker Cancellations:

1. In the unlikely event that the baker is unable to fulfil the contract due to an emergency, illness, or other unforeseen circumstances, the client will receive a full refund of all payments made.

Section 6. Change Requests

1. Changes to the clients order (design, flavour, size, etc.) must be requested at least 14 days before the event.
2. Any changes that incur additional costs will be invoiced to the client and must be paid in full before the event.

Section 7. Substitutions

1. In the event that specific ingredients, materials, or design elements are unavailable or discontinued, the baker reserves the right to substitute with items of equal or greater value that match the original design as closely as possible. The baker will inform the client of any necessary changes in advance.

Section 8. Liability

1. The baker is not responsible for any damage to the assignment after delivery and setup, or once it has been handed over if the client opts for pickup. This includes damages caused by the event venue and or its staff, weather conditions, or improper handling by the client or guests

Section 9. Allergies and Special Dietary Requests

1. The client **MUST** notify the baker of any food allergies or special dietary needs at the time of ordering.
2. While reasonable efforts are made to accommodate allergy requests, the baker cannot guarantee a completely allergen-free environment. Cross-contamination is possible, and the baker is not responsible for any allergic reactions.

Section 10: Non-Edible Decorations

1. If non-edible items (such as flowers, cake toppers, or structural supports) are included in the cake design, the client must ensure they are removed before consumption. If needed the baker will provide instructions on how to do this.
2. Please ensure guest NEVER insert someone's face into a cake, as most cakes will have structural food safe dowels in them. Please ensure support dowels are removed.

Section 11: Photography and Marketing Release

1. The baker reserves the right to photograph the Assignment before, during, and after setup for marketing purposes. These images may be used on the baker's website, social media, and promotional materials.
2. Sharing images. If you have images of your bake that you or a professional photographer has taken and you are happy for us to share these, please send them to info@sweettreatsliverpool.co.uk along with any credits (such as the the photography company who captured the image).
3. Unless you tell us prior; we will not cover or obscure any faces in the images you provide.

Section 12 : Force Majeure

1. The baker will not be held liable for any failure or delay in the delivery of the Assignment due to extreme weather conditions, natural disasters, strikes, or other events beyond their control. If such events occur, both parties will discuss the situation to find a mutually acceptable solution.

Section 13: Insurance

1. Sweet Treats Liverpool, is has full legal cover as a Trade and Professionals package: Cake Making, Baking & Decorating with Aviva
2. The client may choose to purchase event insurance to cover any unforeseen circumstances that might affect the Assignment (venue issues, transportation delays, etc.). The baker is not responsible for damages beyond their control once the assignment is delivered.
3. For event's at which the baker is in attendance, Weddings, Fairs etc. Sweet Treats Liverpool has full public liability insurance

Section 14: Dispute Resolution

1. In the event of a dispute arising from this contract, both parties agree to first attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved, the parties agree to submit the matter to mediation before pursuing any legal action.

Section 15: Governing Law

1. This contract shall be governed by and construed in accordance with the laws of the United Kingdom. Any legal actions or proceedings arising out of or relating to this contract shall be brought in the appropriate legal bodies located in Liverpool, Merseyside.

Section 16: Agreement

By signing a contract and payment of deposit, the client and the baker agree to the terms and conditions as outlined. The client acknowledges that they have reviewed the cake design, flavours, and other specifications and are satisfied with the order as outlined.