



# THE DIAMOND BAKER

www.diamondbaker.co.uk

07929890438

9 School Lane, Kinson, Bournemouth Dorset, BH11 9DG

## **Celebration Terms & Conditions**

*All sales made by The Diamond Baker are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to contact us at [thediamondbaker@outlook.com](mailto:thediamondbaker@outlook.com)*

### **1. Booking Fees**

- 1.1. *All orders require a non-refundable booking fee of £25 for orders under £100 and a £50 non-refundable deposit for orders over £100 For cake orders with less than 4 weeks notice the full cost of the cake must be paid at time of booking.*
- 1.2. *All orders are only confirmed when the booking fee has been paid. Please note that all booking fees are non-refundable and are only transferrable in certain circumstances. See 'Section 16'.*

### **2. Payment Schedule**

- 2.1. *Once the design has been finalised. The final payment is due 7 days before your event. The due date will clearly be stated on the top right of the booking form. This is then non-refundable in the event of a cancellation.*
- 2.2. *If the final payment is not received 7 days before your event, then we have the right to cancel your booking. The booking fee paid to secure your date is then non-refundable and non-transferable and we may no longer be able to accommodate your booking.*
- 2.3. *Unfortunately, we do not offer the option to pay in installments or by credit or debit*

card. All payments are to be made by BACS transfer.

### **3. Cake Details**

- 3.1. *Once the booking form has been sent, please review all the details carefully especially; cake tier sizes, flavour choices, spellings of names, allergen information, delivery/collection time and contact numbers – please advise us of any changes as soon as possible.*
- 3.2. *The cake will be made according to the booking form and therefore it is imperative that all details are checked carefully. Any errors not picked up on the booking form before the cake is made will not be considered to be our error.*

### **4. Decorative Items Supplied By Third Parties**

- 4.1. *We cannot be held responsible for delays on items being supplied from other companies e.g., cake toppers, special order cake stands etc.*
- 4.2. *If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer.*
- 4.3. *If you are ordering a topper or cake stand yourself, please carefully check the size with us to make sure it is suitable for your cake and ensure the lead time is in line with your event. We would always advise ordering as soon as possible.*
- 4.4. *If ordering items yourself, we cannot be held responsible for any errors in size, shape or design as the ordering has not been carried out by ourselves.*
- 4.5. *We reserve the right not to use anything supplied by a third party if we feel it's unsuitable (for instance if it is unsafe)*

### **5. Flowers Supplied By Florists (only applicable to larger celebration orders)**

- 5.1. *When fresh flowers are being added to a cake, we will liaise with your florist about our requirements, but we would always advise you discuss this with them too.*
- 5.2. *If you would like to source your flowers yourself, please be aware we can only work with what your florist provides for us on the day. Making sure there is a good selection for us to work with will really make the cake look even better. Any unsuitable or toxic flowers supplied will not be used on your cake.*
- 5.3. *If your florist does not meet us at the agreed time at the venue, we cannot always guarantee that we will be able to wait for them to arrive.*
- 5.4. *If we cannot wait due to lateness of your florist, then they would have to add the flowers to the cake, and we cannot be held responsible if the arrangement made does not then match our vision and design for the cake and take no responsibility for the way the flowers have been added to the cake which may not be in a food safe way.*

### **6. Alterations To Orders**

- 6.1. *We are happy to make alterations to your cake design and order up to 2 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 2 weeks of the event cannot always be*

*guaranteed.*

- 6.2. *Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work agreed.*
- 6.3. *Please take the time to check the new copy of the order form with the amendments carefully and let us know by return if any changes are needed. See section 4.*

## **7. Collection Of Cakes**

- 7.1. *We prefer to delivery more intricately decorated cakes. Not all cakes are available for collection; it depends on the design and size of the cake. Cakes over 3 tiers tall or with intricate decoration or sugar flowers are not suitable for customer collection.*
- 7.2. *Cakes that are collected by the customer are always boxed for transportation. We will provide full instructions on the care and handling of your cake. By taking the cake off the premises, you are agreeing you are happy with the design. We do not take any responsibility for any damage that may occur to the cake once it has left us.*
- 7.3. *We advise cakes to be placed on a level, steady surface for transport e.g., in the passenger footwell of your car. The cake should then be stored in the box at room temperature and out of direct sunlight until taken to the venue.*

## **8. Delivery/collection & Set Up (only applicable to larger celebration cakes)**

- 8.1. *Collection is free from BH11 at a pre arranged time.*
- 8.2. *We prefer to deliver and set up our larger cake orders. We will deliver your cake to your venue at a pre-arranged time. This will be discussed during our communication , and we will advise the venue in advance of our arrival time.*
- 8.3. *If the delivery time needs to be changed, please advise us as soon as possible but at least 14 days in advance – depending on other orders on the day of delivery, we cannot always guarantee a change of delivery time will be possible.*
- 8.4. *Local delivery is charged at £10 within 5 miles from BH11. We charge £1 per mile after this. Collections and deliveries are not able to be arranged for Sundays and Bank holidays. Cakes can however be collected/delivered on the Friday or Saturday.*
- 8.5. *Set up on the day will be included in your quote unless the cake needs to be delivered after 12pm. This would then incur a £25 additional fee.*
- 8.6. *It is your responsibility to ensure you have given us the correct delivery information and delivery time. This will be on your cake booking form so please check it carefully.*
- 8.7. *It would be very rare, but on the event day we may be faced with a 'force majeure' e.g., severe weather conditions, public unrest, or other unexpected events that may make delivery to your venue impossible. You can be assured that we would always do our best to deliver as prearranged, but some circumstances would be out of our reasonable control. Please ensure you have adequate wedding insurance in place to cover this eventuality.*
- 8.8. *It is your responsibility to ensure you have provided us with the set-up details and*

*location of the cake at the venue. We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by passing guests.*

- 8.9. We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day*
- 8.10. We also reserve the right not to use a cake stand provided by the venue or yourself if we feel it will not hold the weight of the cake. We have a wide selection of suitable cake stands available to hire if you so wish. This will be discussed at your consultation.*
- 8.11. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.*

## **9. Non-Edible Elements**

- 9.1. Most of our stacked cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting. The information will be on your booking form*
- 9.2. As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give you information concerning any non-edible elements they need to remove.*

## **10. Shelf Life**

- 10.1. We recommend our cakes be eaten within 3 days of the event for them to be enjoyed at their best.*
- 10.2. Left over cake can be frozen if you would like to, we can discuss this with you at your consultation.*

## **11. Allergens & Special Dietary Requirements**

- 11.1. All allergy and special dietary requirements should be conveyed to The Diamond Baker during communications. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake.*
- 11.2. Unless otherwise stated, all cakes contain; gluten, butter and eggs and are made in an environment that handles; nuts, soya, and alcohol. Gluten-free, nut-free, and dairy free cakes can sometimes be made on request; however, we cannot guarantee that these cakes will not contain trace amounts of these ingredients due to the nature of the product.*
- 11.3. We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.*
- 11.4. We will provide full allergen information with the cake upon delivery/collection.*

- 11.5. *The Diamond Baker accepts no liability for customers suffering allergic reactions from eating our cakes.*

## **12. Publication & Promotional Rights**

- 12.1. *The company, The Diamond Baker is the sole designer and owner of the final cake design. All rights in any original designs created and designed by the company shall remain the exclusive property of the company.*
- 12.2. *From time to time our designs are published in the media e.g. magazines, websites, and blogs. We reserve the right to use any image of a customer's cake made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company.*
- 12.3. *The customer has no ownership rights over any cake design. Exclusivity of cake designs between our customers is not guaranteed unless the customer commissions an exclusive design.*

## **13. Commissioning A Cake That Is Similar To Another Design**

- 13.1. *If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot always be guaranteed and we would prefer to use the cake as inspiration only.*
- 13.2. *If you wish to have us recreate someone else's design, we would prefer not to directly copy it, but to use it as a basis to design your cake around so that it is unique to you.*

## **14. Cancellations/Refunds**

- 14.1. *The booking fee is non-refundable in the event of cancellation. A booking fee is only transferable at the discretion of The Diamond Baker.*
- 14.2. *Cancellations from the date of booking until 7 days before the event will forfeit the booking fee.*
- 14.3. *Cancellations with less than 7 days are subject to full payment. If this has not already been paid then the final balance will be immediately payable upon cancellation. This final payment is non-refundable in the event of cancellation if that cancellation occurs within 7 days of the event.*
- 14.4. *There may be a rare occasion when The Diamond Baker needs to cancel an order due to exceptional circumstances beyond our control\*. In this case, as much notice as possible of the cancellation will be given and any monies paid, including deposits will be refunded. If required, we will also assist in finding a replacement baker of the same high standard to make your cake for you.*

*\*This does not include a force majeure that may occur on the event day. See 'Section 9.6'.*

## **15. Change Of Event Date**

- 15.1. *If you need to change your event date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed. Please liaise with us to check our availability before moving the event date.*

- 15.2. *Provided we are available for your new event date, your booking fee can be transferred if it is within 4 weeks of the original date.*
- 15.3. *If you are moving to a date further ahead than 4 weeks from the day you request the change, a new booking fee of £25 will be payable. The first booking fee will not be refundable or transferable. It will be classed as a cancellation and a new booking as it is highly likely we will have turned down other work for your first date. \**
- 15.4. *If you are moving your event to a date we are unavailable for, unfortunately the booking fee will be strictly non-refundable as this covers work already completed in the run up to your event (this may include but is not limited to: phone calls, emails, completing and sending forms, ordering items specific to your cake and it is also highly likely that we will have turned down other work for your original date).*
- 15.5. *Date changes to different years may be subject to an additional charge in line with our yearly cost increases e.g., a date change from 2022 to 2023.*
- 15.6. *Date changes from off peak days/months to peak days/months, may be subject to an additional charge e.g., a date change from a Thursday in January to a Bank Holiday in August.*

*\*If we are subsequently able to fill the original date with a new booking, we will deduct the first booking fee off the final balance of your cake.*

## **16. Complaints**

- 16.1. *In the unlikely event there is an issue with your cake, it must be brought to our attention within 48 hours of the cake being collected/delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.*
- 16.2. *If the complaint is regarding the quality of the cake, we may ask for the cake or the remainder of the cake to be returned to use within 48 hours of delivery for inspection.*
- 16.3. *If the complaint is regarding the design of the cake, but the cake was made according to the booking form and sketch which has been checked and approved, we cannot be held responsible for any errors not picked up by the customer.*
- 16.4. *For any complaints we can only deal with the person who booked the cake originally.*
- 16.5. *You must give us an opportunity to resolve the issue and agree not to post any defamatory comments or pictures on online forums or social media channels before discussing the situation with us and allowing us reasonable time to provide a satisfactory solution.*
- 16.6. *Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media at any point in the future. If this happens, we may seek to take legal action against you.*

## **17. COVID 19 Restrictions**

- 17.1. *If your booking has to be amended due to COVID 19 restrictions, we will try our best to be accommodating and flexible.*
- 17.2. *If you need to postpone your booking because your event falls under a period of Government restrictions for COVID 19, e.g., a national lockdown or Tier 3 / Tier 4*

*restrictions where gatherings are limited to 15 people or less or if they are not allowed all together, then as long as we are free on your new date, we will move the deposit paid across to the new date for you subject to the conditions below.*

- 17.3. If we can change your event date, provided it is 4 weeks from the day you request the date change, the booking fee will be transferred to the new date.*
- 17.4. If we are not able to accommodate your date change request, the original booking fee (or booking fees if there have been multiple changes) will be non-refundable. See Section 15.*
- 17.5. If you are moving to a date further ahead than 4 weeks from the day you request the date change, a new booking fee of £25 will be payable on top of the original booking fee.*
- 17.6. If you decide to postpone your event as you are worried about future COVID 19 restrictions, but restrictions are **not** currently in place for your event date, it will be treated as a standard change of event or a cancellation. See Section 15 and 16.*
- 17.7. If you are moving to a date further ahead than 4 weeks of the day you request the change, so have paid multiple booking fees, all booking fees will come off the final cost of the cake. However, should you choose to voluntarily cancel the event booking further down the line, you will lose all booking fees paid. This is **only valid** for COVID 19 postponements where restrictions are in place as stated in 'Section 18.2'. All other postponements will be subject to the clauses in 'Section 16'.*
- 17.8. Any date changes to future years or from off peak to peak days/months, may be subject to price increases in line with 16.5 and 16.6.*
- 17.9. Any subsequent voluntary cancellation will be subject to the payment terms outlined in Section 3 '*

*We reserve the right to revise and amend these terms and conditions. However, you will only subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you*

***By paying your booking fee, you are agreeing to these terms and conditions so please read them carefully.***