

## **E Bella Terms and Conditions**

THESE TERMS AND CONDITIONS DO NOT IN ANY WAY AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER. The content of this document is for your general information and use only and is subject to change.

Please take a few minutes to read through the terms and conditions as these form the basis of the contract. Further information can be provided on request.

### **DEPOSIT & PAYMENT POLICY**

When placing an order for wedding cakes we require a 20% booking fee, this is a non-refundable and none-transferable fee to secure the date you require and to cover the necessary costs to create your order. Final payment for wedding cakes is due no later than ONE MONTH before the wedding date. If the final payment is not received a reminder may be sent, if no further payment is made we will consider the order cancelled and the deposit lost.

For celebration cakes a minimum deposit of 50% is required (unless otherwise agreed). All deposits are non-refundable. For celebrations cakes final payment will be due ONE WEEK before the delivery / collection date, unless otherwise agreed. Deposits and full payment can be made via bank transfer or cash.

### **FOOD ALLERGY DISCLAIMER**

E Bella is NOT an allergy-free kitchen. We cannot guarantee that our products are free from ingredients that may affect those with food allergies. At E Bella we recognise the seriousness of food allergies and we recommend that you contact us before you place an order to inform us of any food allergies that you or your party may have, we reserve the right to decline any orders for clients with serious food allergies. E Bella will not assume any liability for adverse reactions to our products.

The following ingredients are used in our kitchen:

- Milk and other dairy products
- Eggs
- Nuts: peanuts, pecans, walnuts, almonds, Pistachio, coconut
- Wheat and gluten

Please note that some food colourings may have an effect on behaviour in children.

### **DELIVERY POLICY**

Any delivery charges will be explained at the time of ordering. Collection of orders is free.

### **TRAVELLING WITH THE CAKE**

DO NOT place the cake on a seat in the car, seats are slanted and can damage the cake. The cake should be placed either in the boot or the foot well of the car on a non-slip mat. Extra care should be taken when driving as some elements may be delicate. E Bella cannot take any responsibility for damage to cakes when collected and transported by their customers.

## STORAGE

All cakes / cupcakes should be placed on a flat surface and stored at room temperature in the box provided. They should be kept out of direct sunlight. Freezing or refrigerating our cakes or cupcakes is not recommended unless stated otherwise. Please note cupcakes should be consumed within 2 days and cakes within 4 days.

## CHANGES TO YOUR ORDER

E Bella aims to meet your requirements and understands that sometimes situations occur which can result in you wanting to change your order. Please contact us as early as possible to ensure any changes can be actioned, generally 4 weeks' notice is required for any changes and any changes may be subject to changes in cost depending on the design details.

## CAKE STANDS

Please note all hired items must be returned to us directly within 5 days of the wedding, please do not leave any items at the venue unless otherwise agreed with us. Failure to return a cake stand to us within 5 days or in cases of loss or damage you will incur the loss of the deposit made on this item.

## FRESH FLOWERS

If a customer would like fresh flowers, rather than sugar flowers on their wedding cake, it is the customer's responsibility to source the florist/flowers, unless specifically agreed with E Bella. Once the cake has been set-up at the venue, and the cake has been signed for, E Bella does not take any responsibility for any damage to the cake from the fresh flowers, or the placement on the cake of the fresh flowers. You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants.

It is the customer's responsibility to ensure that any fresh flowers displayed on or next to the cake do not contain pesticides and are food-safe (non-toxic).

E Bella can take no responsibility for the flowers being food-safe.

## CHOCOLATE

We recommend extreme caution if you are considering a cake decorated with chocolate for a summer wedding (May-September). We cannot accept responsibility for any melting of the cake once it has left our possession, as we have no control over the environment / venue temperature. We can however advise you of designs that are less susceptible to melting and do everything within our control to reduce the impact on the cake.

## NON-EDIBLE ITEMS

Most cakes contain small proportions of inedible items; it is the client's responsibility to ensure these are removed by your caterer/guests before consumption e.g.

Support dowels in tiered cakes, ribbon, wires in sugar flowers, Swarovski crystals, flower picks & flower tape etc.

## COLOURS AND DESIGN

You may wish to supply us with sample colours (i.e. ribbon / material). Whilst an exact match cannot be guaranteed we will endeavour to meet your requirement as far as possible. This also applies to food colourings and icings. We can only create your finished order from what we interpret from the wording of your order; therefore it

is vital you check everything is correct. It may not be possible to create exact specifications when modelling food, however we will work with you, often using sketches to ensure you are happy with the design.

#### OUR PRODUCTS

Products made by E Bella are made by hand and accordingly there will be minor variations in appearance.

#### PHOTOGRAPHY

On occasion we will photograph our cakes and we reserve the right to use any photographs for display or promotion without compensation to you.

#### CANCELLATION POLICY

Cancellation by the customer: If the order is cancelled, your deposit is non-refundable and non-transferable, payment is required for any and all expenses already incurred on behalf of the finished product.

For weddings if you cancel within 3 months of the date 75% of the full payment will be invoiced. This is to cover monies lost as E Bella will have turned away other business for your order, it is very unlikely we could re-fill the date at such short notice. If you cancel your wedding cake within 1 month your event full payment will be retained.

For celebration cakes if you cancel within 4 weeks of your event 50% of the full payment will be invoiced. If you cancel within 7 days of your event full payment will be invoiced.

For cancellation of favours, dessert items other cakes where a deposit has been paid, the deposit payment cannot be used as payment/part payment for any other order or part of order, unless agreed in writing at the time of booking. If you cancel within 2 weeks of your event 50% of the full payment will be retained. If you cancel within 7 days of your event full payment will be retained.

Cancellation by E Bella: We shall not be liable for any failure to perform, where such failure or delay results from any circumstances outside our reasonable control including but not limited to any fire, flood, explosion, accident, adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of any private or public highway, riot, government act, act of war, terrorism, act of God, or from any industrial dispute or strike whatsoever. In the event of exceptional circumstances, such as serious illness, E Bella will give as much notice as possible if we are unable to fulfil your order. We will endeavour to find someone else who can produce your order and will refund you any monies already paid.

Postponements: In the event that you wish to postpone your wedding/ occasion please let us know as soon as possible, your previous booking will be considered cancelled will be subject to the cancellation policy above and a new booking will be placed for the new date. If you wish to re-book for a new date this will be subject to a further booking fee to secure the new date. New bookings will be subject to any price increases since the original booking was made. If you are postponing more than 3

months in advance then any monies paid over the booking fee will be carried over to your new date

## COMPLAINTS

All cakes require a signature on delivery / collection, this indicates you are happy with the product received. If you are not happy please ensure you make this known when accepting your cake. This gives us the opportunity to correct any problems. We are not responsible for mistakes made by the customer i.e. incorrect / misspelled names or incorrect choice of cake. In addition, we always take photographs of the cakes prior to delivery / collection.

Complaints are extremely rare in the world of cakes and we have never had a complaint as yet. Some complaints may require further investigation and an immediate refund may not always be possible. Cakes, or part of cakes and cupcakes, must be returned to us within 24 hours to ensure we are able to fairly assess the nature of the complaint. The cake must have been stored at the correct temperature and in the box we supplied, out of the sun and away from damp conditions or heat. If you are complaining for a refund you must return at least 75% of the uneaten product within 24 hours of delivery.

We do not refund for customers that have simply changed their mind or if the cake has been damaged out of our care.

Please note icing may crack as it dries out which is out of our control and why we recommend you consume your cake as soon as it is cut. We do not accept complaints for not liking the taste of our products mainly because individual's tastes are different. We can offer a tasting service for a small fee which allows you the opportunity to taste our products should you wish to do so prior to ordering.

## ACCEPTANCE OF CAKE UPON COLLECTION/DELIVERY

The customer will be asked to sign a sheet that will state the following:

I confirm that this cake has been collected / delivered (delete as applicable) in good and undamaged condition. No responsibility can be taken by E Bella for any subsequent damage once the cake has been handed over to the customer or venue. E Bella will not be liable should the customer believe there are any problems with the cake once it has been accepted, this includes design, colour etc.