



Maria Summers Cake Design Terms and Conditions

Unit 14 Braintree Enterprise Centre

46-48 Springwood Drive

Braintree

CM7 2YN

All sales and bookings made by Maria Summers cake design are subject to the following terms and conditions. if there is anything you are unsure of, please contact us.

TERMS AND CONDITIONS

1. Definitions

In this agreement:

“Assignment” means the project of work, goods and services set out in our proposal.

“Booking Fee” means the sum paid by the Client at the commencement of the Assignment to secure the date of the delivery of the Services and/or the production of the Goods and to allow us to commence work under the Assignment.

“Event” means the event to be supplied by the Baker under the Assignment.

“Fees” means money paid, or owed to the Baker, by the Client for the Goods and Services.

“Goods” means the goods supplied by us under the Assignment.

“Price” means the price for the Assignment is set out in our proposal.

“Services” means the services provided by us under the

1. Consultations and meetings

1. Consultations are strictly by appointment only for wedding cakes. we do not offer consultations for celebration cakes. to make an appointment please contact us via email, phone or by using the contact us page on our website. Appointments last for a duration of 1 hour and are for two people. our wedding cake tasting experience is priced at £25 (unless you already have your wedding date booked in with us in which case the price is included in your booking) This is payable at the time of booking your consultation if you then book Maria Summers Cake Design to make your cake this price is refunded off the total cost of your wedding cake. if you wish to bring additional guests to your tasting this will be chargeable at a rate of £10pp and a maximum of 4 people
2. If you wish to cancel your appointment with less than 48 hours' notice the consultation fee will be non-refundable as your tasting cakes will have already been prepared. If you would like to reschedule your appointment, you will be required to pay an additional £15 charge to cover re making your tasting samples. to which the same cancellation terms will apply. This additional charge is not able to be deducted from the final cost of the cake.
3. The wedding cake tasting experience includes tasting 6 of our classic flavours of cake. The flavours and fillings will be chosen by us if you wish to taste more flavours than this or change some flavours around for an additional £5 per flavour for our signature collection and £10 per flavour for our premium collection. the extra flavours fee is payable at the time of making your booking and will not be deducted from the total price of your cake.
4. You can call or email us if you need to discuss any aspect of your cake before making a booking. Bookings can also be made via telephone, or email without prior consultation.
5. During our consultation we will sketch out a design of your cake. this design remains the property of Maria Summers Cake design until the booking fee has been paid. once the booking fee has been paid, we will send a copy of the design to you, we do not allow photographs of the sketch during the consultation unless the booking fee has been paid.
6. please inform us of any allergies or specific dietary requirements when booking your consultation.

2. Booking Fees

1. All cake orders require a booking fee this is non-refundable.
2. A non-refundable booking fee of 50% for items over £200 and a 30% deposit for items under £200 of the Price shall be paid upon entering this agreement and the Baker's invoice for the Booking fee.
3. All booking fees must be paid within 7 days of the booking form being sent; dates cannot be held open without the booking fee. After 7 days if no booking fee has been paid the event date will be released and another booking may be taken which may mean we are no longer able to fulfil your date.
4. All orders are only confirmed when the booking fee has been paid. Please note that all booking fees are non-refundable and non-transferable.

3. Payment schedule

1. Once the cake has been finalised. All balances are due 1 month prior to the wedding date for orders over £200 and 7 days before the event for orders under £200. The due date will be clearly stated on the bottom of the booking form and a reminder

will be sent a week before the final balance is due. This is then non-refundable in the event of a cancellation.

2. if the payment is not received on the due date, then we reserve the right to cancel your booking. your booking fee paid to secure your date is non-refundable and non-transferrable.
3. payments can be paid in instalments, but this must be agreed in advance for administration purpose this will be split over 4 instalments.

4. **Design, Changes and Alterations to the Assignment**

1. The Client acknowledges that the Baker owns all right, title, and interest in and to the design created in the Assignment and that the Client has no right to use it outside the express terms of this agreement. The Baker grants a right to the Client to use the design, limited to all reasonable non-commercial uses for the purposes of the Assignment.
 1. So far as any goodwill is generated by the Client's use of the design, it shall accrue to the benefit of the Baker.
 2. The Baker reserves the right to use images of the Baker's design and Goods created during the Assignment for marketing, promotional, competition and editorial purposes.
 3. Slight design changes are at the Baker's discretion and are not grounds for a refund. All cake designs are subject to artistic licence and the Client acknowledges this in placing their order.
 4. If, for any reason, the design must be changed more than marginally, then the Baker will agree this in advance with the Client in writing. This will incur additional Fees.
 5. If any specific colour match is required, then it is up to the client to provide the baker with a fabric sample. All colour matches are as close as possible and may not be an exact match.
 6. Flavour changes will only be accepted up to 21 days prior to the Event, and entirely at the sole discretion of the Baker and subject to availability. This may incur additional Fees and should be confirmed in writing.
 7. If there are any complaints about the design or the appearance of the Goods, they must be expressed at point of collection.
 8. Any change of date or postponement will be agreed subject to our availability and will be deemed a cancellation by you and our cancellation terms in clause 3 shall apply unless we agree otherwise in writing.

5. Collection of Cakes

1. We advise for all our wedding cakes and cakes of two tiers or more to be delivered by ourselves, however if this is not possible your order may be collected at a pre-arranged time from our studio in Braintree. This will be discussed during the consultation for wedding cakes and arranged at the time of booking for our other orders.
2. Cakes collected by the customer are always boxed for transportation, we provide you with full instructions on how to care, transport and handle your cake. A signature is required upon collection confirming that you have received your cake in perfect condition and as specified. we do not take any responsibility for any damage that may occur to the cake once it has left our studio.

3. we advise your cakes are placed on a level steady surface for transport i.e a car boot or the front passenger footwell of your car. they should then be stored at room temperature out of direct sunlight until taken to the venue.

6. **Delivery and set up at the Venue.**

1. We prefer to deliver and set up our wedding cake orders. We will deliver your cake to your venue at a pre-arranged time. This will be discussed during the consultation, and we will advise the venue in advance of our arrival time.
2. Local delivery is charged at £25 within 10 miles of CM7 2YN. Other journeys are charged at £25 for the first 10 miles and then 75p per mile for the return journey after that (mileage is calculated based on Google maps mileage from CM7 2YN).
3. The delivery charge also includes stacking and setting up your cake at the venue unless fresh flowers are being added. In this case, an additional charge will apply. This depends on the quantity of flowers on the cake but will start from £25. We prefer to add flowers ourselves rather than having your florist attach them. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design. This will all be discussed at your consultation if you are having fresh flowers on your cake.
4. It is your responsibility to ensure you have given us the correct delivery information. This will be on your cake booking form.
5. It would be exceedingly 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 to cover this eventuality.
6. 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 guests passing by.
7. 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. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.

7. **Non-Edible Elements**

1. Most of our stacked cakes will contain non-edible elements such as plastic dowels, wired flowers in posy picks or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to the venue.
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 the venue written information concerning any non-edible elements they need to remove.

8. **Shelf Life**

1. We recommend our cakes be eaten within 3 days of the event for them to be enjoyed at their best.

2. Cupcakes should be eaten on the day of delivery.

9. Allergens and Special Dietary Requirements

1. Maria Summers cake design should be made aware of all allergy and special dietary requirements during the consultation or when enquiring about a cake. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of their cake.
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.
3. We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.
4. We will provide allergen information with the cake upon delivery to the venue.
5. Maria Summers Cake Design accepts no liability for customers suffering allergic reactions from eating our cakes.

10. Publication and Promotional Rights

1. Maria Summers cake design 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.
2. From time to time our designs are published in the media e.g., wedding 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.
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.

11. Commissioning a Cake That Is Similar to Another Design

1. should you request a cake that is not our original design, we will attempt to find the original designer and seek permission to recreate it. This cannot be guaranteed.
2. If you wish for us to recreate someone else's design, we will 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. This can be discussed at your consultation.

12. 12. Cancellations/Refunds

1. The booking fee is non-refundable and non-transferable in the event of cancellation.
2. Cancellations from the date of booking until 28 days before the wedding will forfeit the booking fee.
3. Cancellations with less than 28 days' notice 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 28 days of the wedding date.
4. There may be a rare occasion when Maria Summers Cake Design 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 e.g., extreme weather, public unrest, unexpected traffic hold ups or a road traffic accident that was not our fault. In these cases, we would advise you take out adequate wedding insurance to cover these events to cover these eventualities, which are beyond our reasonable control.

13. Change of Wedding Date

1. If you need to change your wedding 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 your wedding date. We always advise getting more than one new date option from your venue for a move of date to ensure we can fit you in with a change.
2. . If we can change your wedding date, provided it is within 12 months from the day you request the change, the booking fee will be transferred to the new date.
3. . If you are moving to a date further ahead than 12 months from the day you request the change, a new booking fee of £150 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.
4. .If you are moving your wedding 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 wedding (this may include but is not limited to: phone calls, emails, completing and sending forms, holding consultations, providing taster boxes and it is also highly likely that we will have turned down other work for your original date).
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 2021 to 2022.
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. We would strongly advise that you take out wedding insurance that covers you in the event of a cancellation/change of wedding date that is out of your control. *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.

14: COVID 19 RESTRICTIONS

1. If your wedding cake booking needs to be amended due to COVID 19 restrictions, we will try our best to be as accommodating and flexible as we can be.
2. If you need to postpone your booking because your wedding date falls under a period of Government restrictions for COVID 19, e.g., a national lockdown or Tier 3 / Tier 4 restrictions 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.
3. If we can change your wedding date, provided it is within 12 months from the day you request the date change, the booking fee will be transferred to the new date.
4. If we are not able to accommodate your date change request, the original booking fee (or fees if there have been multiple changes) will be non-refundable. If you are moving to a date further ahead than 12 months from the day you request the date change, a new booking fee of £100 will be payable on top of the original booking fee.
5. If you decide to postpone your wedding as you are worried about future COVID 19 restrictions, but restrictions are not currently in place for your wedding date, it will be treated as per Section 13 above, 'Change Of Wedding Date', With a slight variation for postponements further ahead than 12 months of the day you request the change. If you are moving to a date further ahead than 12 months 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 wedding booking further down the line, you will lose all booking fees paid. This is only valid for COVID 19 postponements. All other postponements will be subject to the clauses in Section 13 'Change of Wedding Date'.

6. Any date changes to future years or from off peak to peak days/months, may be subject to price increases.
7. For multiple date changes due to COVID 19 restrictions, each new postponement will be treated separately, and we will use the 'within or outside 12 months' rules Any subsequent voluntary cancellation will be subject to the payment terms outlined in Section 3 'Payment Schedule' 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.