

TERMS & CONDITIONS:

(Amended Jan 2024)

1. Agreement:

This agreement contains the entire understanding between The Moist Bakery and The Client.

2. Design Consultation (Wedding only):

The parties agree to a preliminary consultation, either by telephone, zoom or e-mail before the event date to ascertain and confirm the design details.

*Face to face consultations will include a 1-hour meeting to discuss your requirements and try our samples. There will be 6 different flavoured sponges with fillings. The flavours will be decided by The Moist Bakery based on our most popular. Please note if there are food allergies or certain dietary requirements, we will require 2 weeks' notice to ensure we are able to obtain specific ingredients.

The charge for a face-to-face consultation is £50.00. This must be paid prior to the consultation date. If you secure your booking for a wedding cake with The Moist Bakery at the meeting or within 1 week of the consultation date a refund of £25.00 towards your order will be applied.

3. Quote:

The Client will receive a quote for all items discussed. The quote shows costs for all goods and services. Each design is individually calculated to provide the most accurate quote based on the content and skills involved in creating each design. Please note our quotation will be valid for **one calendar month only**.

4. Deposit:

Celebration cakes: A 50% non-refundable and non-transferrable deposit is to be paid to secure the date. The deposit is applied towards the contracted order and is deducted from the final invoice.

Wedding Cakes: A non-refundable and non-transferrable deposit of £100.00 is to be paid to secure the event date. The deposit is applied towards the contracted order and is deducted from the final invoice.

5. Reservation: Upon receipt of the deposit, The Moist Bakery will reserve the event date. The deposit is non-refundable and non-transferrable (unless under exceptional circumstances and agreed by The Moist Bakery) but is subject to availability.

6. Hiring of Additional Items: If additional items are hired from The Moist Bakery, such as a cake stand a security deposit will be required. This is fully refundable on the safe and full return of the hired items. It is the Clients responsibility to ensure all hired items are returned to The Moist Bakery within 3 working days after the hire date or are ready for

collection from any agreed venue. **A collection fee will apply. If there is any loss or damages these will be chargeable, and your deposit (either whole or part) will be forfeited.**

7. Payment:

Celebration cakes: Following the deposit, the balance will be requested by us to be received no later than 5 days prior to collection/delivery date. If the balance is not received within this time, the order may be cancelled without refund of any payments received.

Wedding cakes: Following the deposit, the balance is to be paid 3 weeks prior to the order date. It is The Clients responsibility to provide the final payment within the agreed time which will be stated clearly on the Cake Contract. If the balance is not received within this time, the order may be cancelled without refund of any payments received.

8. Delivery Charges: The Moist Bakery can provide delivery of most ordered items. Delivery charges vary according to time spent and mileage of the delivery location. Mileage is chargeable on a round trip basis.

9. Set-up Time: The Moist Bakery requires at least one hour for setting up all ordered items. This ensures that there is an appropriate amount of time to arrange the display before guests arrive.

10. Completion Schedule: All ordered items will be delivered at the date and time agreed.

11. Method of Payment: Payment must be made by bank transfer. We do not accept cash.

12. Cancellation: The Moist Bakery offers a bespoke service and is therefore limited in how many bookings are taken for any given week. If the Client cancels the order within 3 months of the wedding date it is unlikely that the cancelled space will be filled and therefore the following cancellation charges will apply. Cancellations **MUST** be in writing from the Client only and not a third party.

Cancellations within:

1 month or less – 100% of Full Cake Cost

2 months or less – 60% of Full Cake Cost

13. Limit of Liability: In the very unlikely event of severe medical, natural, or other emergencies, it may be necessary to acquire an alternative Cake Designer. The Moist Bakery will make every effort to secure a replacement cake designer able and/or willing to provide similar products and services as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event.

14. Delivery: Although every possible care will be taken with the delivery and set up of the cake, once delivered the cake becomes the responsibility of The Client. The Moist Bakery cannot be held responsible for any destruction of said cake or products once they are in the care of The Client. Once delivered a set up photographic evidence is always obtained as proof of delivery and condition of the cake. We will also arrange for the manager/staff of the venue to sign a form to confirm.

15. Price promise: The price quoted at the time of booking is the final cost and it will not be increased even if my cake prices change after you order has been confirmed.

16. Refunds: Refunds are given only in exceptional circumstances as deemed appropriate by The Moist Bakery.

17. Allergies: The Moist Bakery shall not be held responsible for food allergies for The Client or their parties. Cakes can be made without food allergens BUT ALL cakes COULD contain traces that are used in the kitchen. It is the responsibility of The Client to inform their guests that traces COULD be present in the cake. Any specific dietary requirements should be discussed prior to us accepting the order. **Wedding Cakes:** As set out by the Food Standards Agency a full list of ingredients will be sent to the Client and a copy handed to the Manager/Staff at the Venue upon delivery and set up. If you require a full list of ingredients for your Celebration Cake, please let us know upon booking.

18. Complaints: Complaints are exceedingly rare and due to the amount of work put into each individual cake we take them very seriously. Any issues must be brought to our attention within 24 hours of collection or delivery to give fair opportunity to assess the nature of the complaint. 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. Where the complaint is regarding the quality of the cake then **the cake, must be returned to us** as soon as possible and within 24 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.

*** YOU AGREE TO THESE TERMS AND CONDITIONS UPON PAYMENT OF DEPOSIT/BOOKING FEE.**