

BLOSSOM & CRUMB TERMS AND CONDITIONS

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All sales made by Blossom & Crumb 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.

- 1. Consultations
 - 1. Consultations are by appointment only for sugarpaste iced and fully covered buttercream wedding cakes of three tiers and over. We do not offer consultations for semi-naked cakes or celebration cakes. Appointments can be made by email, phone or using the 'contact us' page on our website. Appointments last for approximately one hour and are for a maximum of two people unless previously agreed. They include tasting 4 flavours of cake of your choosing. If you wish to taste more flavours than this a £5 fee will apply per extra flavour.
 - 2. There is a charge of £30 to secure your consultation booking, this is payable when you schedule your appointment. This charge will be taken off your final balance invoice should you choose to go ahead with an order.
 - 3. Tasting boxes are also available for a charge of £25 which includes postage and packaging. The £25 will be taken off your final balance invoice should you choose to go ahead with an order.
 - 4. If you cancel your appointment with less than 48 hours notice then the £30 will be forfeited, as we will already have prepared your cake samples and taken time to research and prepare for your meeting. If you then wish to reschedule your appointment, you will be required to pay another £30 to which the same cancellation terms apply.
 - 5. You can call us or email us if you need to discuss any aspects of your cake before making a booking. Bookings can also be made over the phone or by email without prior consultation.
 - 6. Please advise us of any allergies or specific dietary requirements when booking your consultation.

- 2. Deposits
 - 1. All wedding cake orders require a non-refundable deposit of ± 100 . All other cake orders require a non-refundable deposit of ± 25 . For cakes with less than 4 weeks notice the full cost of the cake must be paid at time of booking.
 - 2. All deposits must be paid within 7 days of the deposit invoice being sent, dates cannot be held open without a deposit. After 7 days, if no deposit has been received then the event date will be released and another booking may be taken, which may mean we are no longer able to accommodate you.
 - 3. All orders are only confirmed when the deposit has been paid. Please note that all deposits are non-refundable and non-transferable.
- 3. Final Payments
 - 1. All balances are due 28 days before your event. An invoice will be sent a week before the final balance is due.
 - 2. If this payment is not received 28 days before your event then we have the right to cancel your booking. The deposit is non-refundable and non-transferable.
 - 3. Payments can be made in instalments if you wish, but for administration purposes, this would be in a maximum of 4 instalments.
- 4. Alterations to orders
 - 1. We are happy to make alterations to your cake design and order up to 4 weeks prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 4 weeks of the event cannot always be guaranteed.
 - 2. Please take the time to check your booking form carefully and let us know by return if any changes are needed.
 - 3. It is your responsibility to advise us of any alterations to the original order so please check the booking form carefully particularly where any written words/ names are included. We reserve the right to increase a quoted fee in the event you request a variation to the work agreed.
- 5. Collection
 - We prefer to deliver and set up wedding cake orders, however if this is not possible, your order may be collected at a pre-arranged time. Not all cakes are suitable for collection, it depends on the design and size of the cake. Cakes over 3 tiers tall or with intricate decoration are not suitable for customer collection.
 - 2. Cakes that are collected by the customer are always boxed for transportation. We provide full instructions on the care and handling of your cake. A signature is required upon collection confirming that you have received your order 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 cakes be places on a level, steady surface for transport e.g. in the boot or passenger footwell of your car. They should then be stored at room temperature and out of direct sunlight until taken to the venue. Certain cakes should be refrigerated at warm times of year but you will be advised if this is the case.

- 6. Delivery and Set Up
 - 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 liaise with the venue or event manager to confirm delivery times in the fortnight before the wedding.
 - 2. Delivery is charged at £0.50 a mile to and from the venue with a minimum delivery charge of £25. So for example, a delivery 35 miles away would cost £35. Deliveries over 1 hours drive away will be subject to a further charge of £10 per hour (each way) to cover our time.
 - 3. Delivery to a venue requiring car travel of over 1.5 hours or over 50 miles each way, requires a minimum spend of £600 (the minimum spend can include smaller treats as well as your main cake). The delivery charge as detailed above would be in addition to the minimum spend.
 - 4. The delivery charge also includes stacking and setting up your cake at the venue.
 - 5. It is your responsibility to ensure you have given us the correct delivery information. This will be on your cake booking form.
 - 6. 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 to cover this eventuality.
 - 7. 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. 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.
- 3. Our cakes can be frozen for up to three months and should be wrapped in greaseproof paper and foil. If you are going to freeze the cake then it should be

done on the day or delivery or day after. To defrost, unwrap and thaw at room temperature.

- 9. Allergens and Special Dietary Requirements
 - 1. All allergy and special dietary requirements should be conveyed to Blossom & Crumb during the consultation. 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, egg-free and dairy free cakes can 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 egg allergy or intolerance does not eat our cakes.
 - 4. We will provide allergen information with the cake upon delivery to the venue.
 - 5. Blossom & Crumb accepts no liability for customers suffering allergic reactions from eating our cakes.
- 10. Publication and Promotional Rights
 - 1. The company, Blossom & Crumb 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. Requesting a Cake That is Similar to Another Cake Maker's Design
 - 1. We are happy to look at images of cakes that you like as inspiration for your unique design but prefer not to copy other cake makers' work. This can be discussed at your consultation.
 - 2. If you do request a cake that is not our original design, we will seek the permission of the original cake designer to recreate it. This cannot be guaranteed.
- 12. Copyright Characters
 - 1. Blossom & Crumb does not make models of copyright characters (e.g. Marvel, Star Wars). We are happy to use licensed plastic figures on our celebration cakes and can supply these on request.
- 13. Display Item Hire
 - 1. We have a range of cake stands, platters and other decorative items available to hire for your wedding. The cost of this can be discussed during your consultation.
 - 2. Any hire is subject to a refundable breakages deposit. This varies depending on the cost of the item/s being hired.
 - 3. All hire charges and deposits are payable in advance 28 days before the event date and will be detailed on your booking form.

- 4. Hired items must be returned to us within 7 days of the event date unless previously agreed. If items are not returned within 7 days then a late return fee of £5 per day per item will be charged.
- 5. If items are not returned within 14 days, then the entire hire deposit will be forfeited.
- 6. If a late return has been previously agreed in writing then no charges will be made as long as the items are returned by the specified date.
- 7. We do not collect hired items ourselves unless this has been previously agreed. A fee will be charged if we are required to collect hired items ourselves. This will vary dependent on distance to the venue.
- 8. If items are returned damaged then the damage deposit will be forfeited. If the item can be repaired e.g. by obtaining a new part, then only the cost of this part plus an admin fee of £10 will be charged. If the item is damaged beyond repair then the entire damage deposit will be kept in order to replace the item.
- 9. Please notify us as soon as you can if damage or breakage has occurred so we can assess the situation and advise of the best resolution.

14. Cancellations/Refunds

- 1. Deposits are non refundable and non transferable in the event of cancellation
- 2. 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.
- 3. There may be a rare occasion when Blossom & Crumb 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 eventualities, which are beyond our reasonable control. 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.