

# TERMS & CONDITIONS

## Standard Terms and Conditions of Trading:

These terms form the basis of the contract between our customer and BakeBella. These Terms and your Order Confirmation Invoice are considered by us to set out the whole agreement between you and us for the sale of baked goods. It is your responsibility to check all details in the Order Confirmation Invoice above are complete and accurate as this is the document we work to when completing your order.

## Basis of Sale:

Any samples, images, or descriptions we issue, and any descriptions or illustrations contained on our website and social media are issued solely to provide you with an approximate idea of the cakes they describe and remain the property of BakeBella.

Cake sizes are based on the diameter of the widest part of the cake/baked goods. Our Christmas Bundt Cakes are approximately 8 inches wide and 3 inches deep as standard and servings obtained from this cake is quoted between 10-12 based on an approximate 1.5 inch cake slice. Pudding Pots measure approx. 6cm (diameter) x 7.5cm tall.

Your Order Confirmation Invoice is valid for a period of 3 calendar days from the date of issue. No contract is made with you until we have received your full payment. Once your payment has been received you are in a legally binding contract with BakeBella. Please note, we are unable to accept deposits for Christmas options. Full payment will be required within 3 days of receiving your Order Confirmation Invoice for your order to be classed as booked and secured in our diary.

## The Baked Goods:

We warrant that on collection all baked goods shall conform to their description as set out in the Order Confirmation Invoice above, be of satisfactory quality, and comply with all food safety, statutory and regulatory requirements in the UK. We will not be held responsible for customer disappointment of the design as long as it is made in line with the advertised goods on our website, social media and the customer's pre-agreed requirements set out in the Order Confirmation Invoice. BakeBella will face no consequent liability. It is the customer's responsibility to ensure all details within the Order Confirmation Invoice are correct and meet their exact requirements.

The warranty does not apply to any defect in the baked goods arising from wilful damage, accident, negligence by you or any third party; if you use the cake in a way we do not recommend, your failure to follow our instructions or any alterations you carry out.

Our cakes are made in an environment where nuts, egg, milk, gluten, and other allergens are present. We cannot guarantee an exact replica of any cake or baked goods, but we will do our best to make it so and do our best to match as close as we deem possible.

From time to time certain materials for our cakes may become obsolete. This is totally out of our control; however, we will do our best to select replacement products to reflect the original design as closely as possible. We reserve the right to replace items with component parts of equal or better quality without consultation.

The cake is a fresh product containing no additives or preservatives and it is our right to assume consumption by the date provided on the cake packaging. Cakes should be stored in a dry place, at room temperature, away from direct sunlight and sources of heat in the box provided. They should NOT be refrigerated.

## Collection:

All orders are contact-free collection only from BakeBella by prior arrangement and at the time noted on your Order Confirmation Invoice. We accept no responsibility for any damage sustained to your order once it has left the premises. You will be provided with full details upon receipt of payment.

## Price and Payment:

The price of your cake/baked goods will be as set out in your Order Confirmation Invoice above. No VAT is payable on these items. The full total must be paid in cleared monies no later than the date set out in the Order Confirmation Invoice by bank transfer to the account specified. If your payment is not received by this date your order will not be secured in our diary and the availability will be offered to another customer.

Please note all payments for Christmas bakes are non-refundable due to the quick turnaround required with regards to the purchase of ingredients and materials, in addition to the work required in the lead up to the order collection date. This also covers any business lost by your order occupying a slot which could have been fulfilled by another customer

If you have an order booked but wish to cancel we are unable to issue a refund, however, will carry any monies paid over to another order of the same value, or accept the value as part-payment to a larger order. No money refunds will be given if the customer cancels.

BakeBella's liability (both in contract and tort) in respect of defects in goods or services shall be limited to the issue of a credit note in respect thereof or other such compensatory measures as BakeBella, at its discretion, considers appropriate in the circumstances and shall be limited to the value of the goods or services giving rise to the claim.



# TERMS & CONDITIONS CONTINUED

## Price and Payment Continued:

BakeBella reserves the right to cancel, vary or suspend the operation of this contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing): fire, floods, storm, plant breakdown, strike, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside the control of BakeBella, and BakeBella shall not be liable for any breach of contract resulting from such an event. In this situation we will provide you with written notice and issue a compensatory credit note.

BakeBella shall not under any circumstances be liable for the customer respect of indirect consequential loss or damage or loss of profits, provided always that these conditions do not exclude or restrict BakeBella's statutory liability for death or personal injury arising from any negligence on BakeBella's part or liability imposed by statutory implied terms in Consumer Contracts.

## Complaints:

Complaints are very 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 48 hours of collection to give a 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.

Complaints regarding the decoration of celebration cakes can be easily repaired so errors of this nature must be pointed out upon collection so as to give us the opportunity to correct them. It is the client's responsibility to check that their Order Confirmation Invoice meets with their requirements and raise any issues with us if there are any discrepancies.

Where the complaint is in regard to the quality of the cake then the cake, or remainder of the cake/baked goods, must be returned to us as soon as possible after cutting and within 48 hours of collection 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.

## General Terms:

All designs and intellectual property rights remain the property of BakeBella. We reserve the right to use images of your cake or baked goods for any form of advertising including web-based promotions, brochures, galleries, and competitions.

It is advisable that you make a copy of all documentation received from BakeBella for your own benefit.

This Agreement together with Order Confirmation Invoice documents provided constitutes the entire agreement and understanding between the parties relating to the order. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations, and discussions, whether oral or written, between the parties.

Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty, or understanding made prior to this Agreement save to the extent that such statement, representation, warranty, or understanding is incorporated into this Agreement.

Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty, or understanding made prior to this Agreement. Nothing in this paragraph excludes any liability for fraudulent misrepresentation.

In the event that anyone or more such provisions of this Agreement should be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions thereof which shall be construed as if such invalid or unenforceable provisions had not been inserted.

The parties agree to submit to the non-exclusive jurisdiction of the English courts. Any headings utilised in this Agreement have been inserted for the convenience of reference only and should in no way restrict or otherwise affect the construction of the terms and conditions hereof.

**MAKING PAYMENT CONFIRMS YOU AGREE WITH THE ABOVE TERMS & CONDITIONS. PLEASE READ CAREFULLY.**

