

Terms & Conditions

www.boothybakescakes.com (the "Site") is operated by Elizabeth (Known as,Lily) Rennie trading as "Boothy Bakes Cakes)" or "I" or "We". When you use the Site, you agree to the terms and conditions that follow. These terms and conditions also govern the supply of any goods to you (the "Client") by Boothy Bakes Cakes whether facilitated by the Site or by any other means. If you do not agree to these terms and conditions, you should immediately cease use of the Site. The use of the Site and the provision of goods to you by Boothy Bakes Cakes is conditional on your acceptance without modification of the terms and conditions.

These terms and conditions supersede and exclude all prior and other discussions, dealings, representations and arrangements relating to the use of the Site and/or the supply of goods by Boothy Bakes Cakes.

Any failure on the part of Boothy Bakes Cakes to exercise or any delay in exercising any right, power or remedy pursuant to these terms and conditions does not operate as a waiver. If any term of these terms and conditions is unenforceable or invalid, such term(s) will be severed and the remaining terms will continue to bind the parties.

We reserve the right, at our complete discretion, to change these terms and conditions at any time by posting revised terms on the Site. It is your responsibility to check periodically for any changes we may make to these terms and conditions. Your continued use of this site following the posting of changes to these terms and conditions means you accept the changes.

Terms of Payment

By placing an order, you confirm that the details contained in the order are correct in all respects. A contract between you and Boothy Bakes Cakes is only formed when we receive your payment and send you a confirmation email that your order and payment has been received and accepted. By making payment of your deposit or full payment for your goods, you are accepting these terms and conditions.

Dates are only reserved for customers who place a 50% (of total order cost) non-refundable deposit or full payment upfront. Priority is given to whomever places a deposit first (regardless of whom first enquired).

Full payment must be made one week before the pickup or delivery date for celebration cakes and small bakes or one calendar month before for wedding cakes. No work will commence until full payment is received based on the agreed quote and confirmed design details.

Quotes

Quotes given are valid only for two weeks from when the quote was provided. We reserve the right to amend the quote as and when required.

Design

A summary of the design is typically detailed in the invoice provided. It is the responsibility of the client to ensure all details are correct and all required details have been captured. Boothy Bakes Cakes reserves the right to amend designs as required for structural, proportion, style or other reasons without prior consultation with the client.

Boothy Bakes Cakes will not be responsible for any colour discrepancies between aforementioned representations and final product.

Alterations and Changes

Any amendments to the agreed design must be made in writing via email and made no less than 4 weeks prior to the delivery/pickup date (for wedding cakes) and 2 weeks prior to pick up and delivery for celebration cakes. Additional charges may apply based on changes, these may include but are not limited to; change in cost of ingredients, delivery charges of goods, extra time required to execute changes.

Final product is subject to the availability of ingredients, other product materials and/or equipment. Boothy Bakes Cakes reserves the right to substitute these items without prior consultation with the client.

Delivery Conditions and Storage Required

Products can be collected directly or delivered to you at a requested address. Delivery must be arranged before provision of the invoice and fees and charges apply.

It is the responsibility of the client to ensure that the client or a representative is available to collect the product at the agreed time and location. Fees and charges apply if redelivery is required. Any consequence to the product as a result of the client or a representative not being available at the agreed time and location is the responsibility of the client.

It is the responsibility of the client to ensure the products are stored as per the recommended storage instructions if provided. Products are best consumed within 12 hours from collection/delivery and to pre-consumption instructions if provided.

Boothy Bakes Cakes does not warrant the length of time for which the product will remain fit for consumption.

Force Majeure

Neither we, nor any delivery service that we use shall 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 road, riot, government act, act of war, terrorism, epidemic, pandemic or from any industrial dispute or strike whatsoever.

Cancellations and Refunds

Deposits are non-refundable under any circumstances due to any loss of business arising from a cancellation. Where possible deposits may be transferred to an alternative date. Date changes must be made at least 5 days prior to the confirmed delivery date of the cake. A transfer charge of £15 will apply to changes made within 4 weeks of the original confirmed date (for weddings) and within 2 weeks of the original confirmed date (for celebration cakes). Full payments made less than 5 days in advance of the delivery date are non-refundable. We cannot refund the cost of any orders cancelled with less than 5 days' notice. Full payments made more than 5 days in advance of the delivery date are subject to a Cancellation Fee if cancelled more than 5 days in advance of the delivery date which equates to the deposit charge of 50% of the full order price. In the very unlikely event that we have to cancel your order for any reason, then we will give you as much notice as possible, and discuss the matter with you and try to agree a suitable alternative. If you do not wish to accept our suggested alternative, then we will refund

the full price to you. We highly recommend all clients take out wedding insurance prior to booking any wedding service.

We reserve the right to cancel orders at any time. Boothy Bakes Cakes is not liable for any additional cost accrued due to us needing to cancel an order.

Allergens

All products are not produced in a nut and gluten or other allergen free facility. All products may contain traces of these items.

All products may contain gluten, eggs and dairy products, may not be suitable for those suffering from intolerance or food allergies. Boothy Bakes Cakes will not be held responsible for consequences arising from consumption of the products. It is the customer's obligation to inform Boothy Bakes Cakes in a written form of any dietary requirements prior to provision of invoice.

Non-edible items may be used as decorations or packaging for the products. It is the client's responsibility to ensure that any non-edible items are removed prior to consumption.

Last updates: 02/12/2020