

# BRODIE'S BUNS TERMS AND CONDITIONS

Full terms and conditions for Brodie's Buns are detailed below. By paying your deposit it will be deemed that the terms and conditions are understood and accepted as applying to your order.

### **PAYMENT CONDITIONS**

### **PRICES**

All prices are non-negotiable and priced according to your exact design and the size of your cake.

Following your consultation or enquiry, your quote is valid for up to 1 month for Wedding Cakes or 14 Days for Celebration Cakes. Paying your deposit will secure this price and secure the slot in the diary.

### <u>DEPOSITS</u>

A non-refundable deposit of £100.00, is required in order to secure the commission of your cake and chosen date with Brodie's Buns.

If your deposit is not paid within 2 weeks for wedding cakes or 1 week for celebration cakes of quoting, then I reserve the right to cancel any previous arrangements and your date then becomes available in the diary once again.

Cheques are no longer accepted as payment by Brodie's Buns.

#### **PAYMENT**

Payment can be made by either cash or bank transfer using your name as the reference. Please ask me for my bank details. Once paid, please email me with confirmation of transfer, in order for prompt acknowledgement of the payment.

Final payment for your wedding cake is required no later than 28 days before the collection or delivery. It is your responsibility to remember to send this payment, as a reminder invoice is not issued.

Final payment for your celebration cake can be made on the day of collection, by same day bank transfer or cash only.

Cheques are no longer accepted by Brodie's Buns.

If full payment is not received and cleared into my account before cake collection or delivery then the order will not be released or delivered.

# **CANCELLATION**

Cancellation of an order must be made in writing by either letter or email to Brodie's Buns and will only take effect when it is received by me at my address. If an order is cancelled Brodie's Buns reserve the right to retain your non- refundable deposit of £100.00. If the cancellation is less than 21 days before the event, Brodie's Buns reserve the right to retain 100% of the total price paid.

Brodie's Buns retain the right to cancel a booking in very extreme circumstances beyond my control, which could also be classed as a Force Majeure such as ill health, fire or flood, or extreme weather conditions, during which I would refund any money taken in full.

### **GENERAL TERMS**

Brodie's Buns shall not be liable for any consequential loss of the customer whether this arises from a breach of contract or any other way.

Brodie's Buns total liability for any claim howsoever arising shall not exceed the price paid by the customer for the goods supplied by Brodie's Buns. Please note pictures are for general illustration only and the product may vary from that shown.

Your statuary rights are not affected by any statement contained in this document or our website

English law applies to all transactions

# **DESIGN CONDITION**

### **COPYRIGHT**

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

### **ALTERATION AND CHANGES**

It is your responsibility to read and check the quote thoroughly. Any amendments to the cake either flavour or design should be made in writing to Brodie's Buns by either letter or email.

If at all possible I will try and accommodate any changes requested, but this may result in an additional charge, dependent on progress made and complexity of design. Please advise me when you pay your deposit if you are undecided on the design or flavours of your cake.

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I reserve the right to change the design at any point if circumstances beyond my control, may compromise the quality of the finished cake, e.g. materials become unavailable or melting due to weather.

Each cake is made individually by hand, so although every effort is made to ensure consistency, a small amount of variation may occur from the design requested or picture supplied.

### **CHOCOLATE**

Brodie's Buns recommend extreme caution if you are considering a cake decorated with chocolate for a summer wedding (May-September). Brodie's Buns cannot accept responsibility for any melting of the cake once it has left my possession, as I have no control over the environment or venue temperature. I can however advise you of designs that are less susceptible to melting and do everything within my control to reduce the impact on the cake.

# **HOME BAKED FRUIT CAKES BY THE CUSTOMER**

This is not a service I provide at the moment.

### **FLOWERS**

If you wish for fresh flowers on your cake, then these are not included in the price. Brodie's Buns can work with your florist but expect you to make all the necessary arrangements with the florists. Please note Brodie's Buns are not responsible for any problems arising from your fresh flowers. Some flowers, e.g. Ivy are poisonous and not suitable for use on food products, you should notify your florist of your intention to use these flowers on cakes to ensure that non-poisonous flowers are used instead.

Brodie's Buns cannot take responsibility for any damage rendered to the cake caused by a floral arrangement that was implemented by your florist. If fresh flowers are used, the cake will be set-up as late as feasibly possible to ensure their freshness throughout the day, but depending on the varieties used and the weather conditions at the time, it may be necessary to cut the cake relatively early on in the proceedings to ensure their freshness for the photography.

# ALLERGIES AND SPECIAL DIETARY REQUIREMENTS SPECIAL DIETS

Due to the fact that I run my business from home, and nuts are used in my kitchen, I cannot guarantee that cakes will be completely nut or allergy free. So, therefore I do not offer this service, but I can do alcohol free if you wish.

# **NON-EDIBLE ITEMS**

Most of Brodie's Buns cakes contain small proportions of inedible items. It is the client's responsibility to ensure that these are removed by your caterer and guests before consumption e.g. Support dowels in tiered cakes, ribbon, wires in sugar flowers, Swarovski crystals and pearls, flower picks & flower tape etc.

Some flowers, e.g. Ivy are poisonous and are not suitable for use on food products, you should notify your florist of your intention to use these flowers on cakes to ensure that non-poisonous flowers are used.

# **DELIVERY CONDITIONS**

Delivery and set up charges are from £40.00 within a 15 mile radius of NR31 0DY. I can quote for further afield. Alternatively, cakes can be collected from Brodie's Buns premises.

If you choose delivery, it is my intention that your cake will be delivered in perfect condition prior to the start of your event. However, I ask for your patience with factors that may be beyond my control e.g. traffic conditions, as I cannot be held liable for any such delays. In some circumstances, I may recommend the cake be delivered 1 day in advance. It is your responsibility to ensure you inform me of your correct ceremony and event time plus the postcode of the venue. In the unlikely event of late delivery, the maximum compensation will be a refund of the delivery price.

I cannot be held liable for any damage that is rendered to the cake at the venue once I have left the premises. It is with this in mind that I require somebody responsible, to check that they are happy with the cake before I leave and to sign a delivery satisfaction form to that effect. I will also take a photograph of the cake once I have set it up.

If you chose to collect the cake, I will not be held liable for any damage to the cake once you have taken ownership. Tiered cakes are most at risk during transport, I highly recommend you check your wedding insurance covers cake damage. To ensure your cake is as fresh as possible, I recommend it be collected the day before the wedding.

Late requests for delivery, after securing the booking based on collection, will be accommodated where possible, but cannot be guaranteed, as earlier delivery commitments must take priority.

### CAKE SETUP

It is the client's responsibility to ensure arrangements are made for the cake table, linen, cake stand & knife, which should all be set-up prior to our arrival. If any delay is incurred due to these not being set-up, I reserve the right to charge for any delay incurred, labour / time costs at £20 per hour. Alternatively please arrange for the cake to be left with the event manager to assemble / move into position as appropriate. Please take extra care to ensure a stable cake table is available, especially if you are having a marquee wedding, as surrounding floorboards can easily rock the cake once stood on.

### STORAGE AND CONSUMPTION

### DAMAGE

Please remember that cake decorations are very delicate items, and I cannot accept responsibility for damage that is done to the cake after it has left my possession.

If any damage is rendered to the cake after it has left my possession, then you can advise me and request a repair, which will be costed accordingly, including transport costs if appropriate.

### PORTION GUIDE

Brodie's Buns portion guides are intended as a guide only. This will vary dependent upon how the chef cuts the cake at the reception.

### BEST BEFORE DATE / STORAGE CONDITIONS

Your cake is baked to ensure it is fresh for the date of your event, I cannot guarantee its quality if it's consumed more than 48 hours after the event. Brodie's Buns cakes are made entirely of natural ingredients, with no preservatives added, so I'd like to remind you that because of this they will not have the extended shelf life of most supermarket cakes, which contain additives and preservatives to ensure their prolonged life. Freezing the cake however, but not fruit cake, preserves the taste of the sponge and icing as much as feasibly possible, but please bear in mind that it will affect the visual appearance of the icing, as condensation will form upon defrosting.

Food hygiene recommendations recommend that food should only be frozen for a maximum of 3 months

If you plan to keep any of the cake tiers, please advise me what cake boxes you would like to be left on site, so that you can safely transport them home the following day. Otherwise I shall remove all cake boxes from the venue to ensure I leave it as tidy as possible.

Sugar paste cakes should not be refrigerated, as it will cause condensation to form on the surface of the icing. Refrigeration also accelerates the staling of the flour in the cake.

# HIRE OF CAKE STANDS / ACCESSORIES

If you would like to hire a cake stand or decorations, then a cash deposit is required prior to release.

Deposit amounts vary dependent upon the value of the item being hired.

Please make arrangements to ensure items hired from Brodie's Buns are safely returned to me within 7 days of the event.

Once I have received the hired item back I will release the deposit held subject to no damage or breakages.

# **COMPLAINTS**

If you have concerns about your cake, please notify me upon collection / delivery of the cake so that I have the opportunity to rectify it in time for your event. All other concerns should be made in writing, and evidence of the fault should be included within 24 hours. No refunds are given due to change of mind

In the unlikely event of late delivery, the maximum compensation will be a refund of the delivery price. I ask for patience with factors that may be beyond my control (e.g. traffic conditions) as I cannot be held liable for any such delays.

Refunds are at the discretion of Brodie's Buns.

I pride myself on my personal yet professional service. Thank you for using Brodie's Buns.

# **CONTACT DETAILS**

Brodie's Buns Louise Bensley 64 Southtown Road Southtown Great Yarmouth NR31 0DY

# PRIVACY POLICY

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfilment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

· We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use

- or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

