**Wedding and Celebration Cakes**

**Terms and Conditions**

Before confirming your booking with Bellaphiya Bakes please read the Terms and Conditions below. This document informs you of the Terms and Conditions of which Bellaphiya Bakes sells and supplies goods to you. Payment of your booking fee confirms your acceptance of our Terms and Conditions.

Booking

To secure your booking with Bellaphiya Bakes we require a non-refundable booking fee of £150 for wedding cakes and £50 for celebration cakes. Payment of your booking fee confirms your agreement with our Terms and Conditions. Your date is not secured, and your order is not confirmed until we have received the booking fee.

Cake bookings with less than 30 days’ notice require the full cost of the order paid at the time of booking.

Quotations

Quotations will be sent via email and are valid for seven days from the date of issue. Bellaphiya Bakes reserves the right to revise the price after this date.

Full payment

For wedding cake orders, the final balance must be paid in full no later than 30 days before the date of delivery/collection. Late payment will incur a £25 charge.

For celebration cake orders, the final balance must be paid in full no later than seven days before the date of delivery/collection, unless agreed otherwise.

In the event of non-payment, the order will not be completed until payment is made in full. Subsequent completion of order will be subject to availability and cannot be guaranteed. Bellaphiya Bakes accepts no liability for any loss or non-delivery under these circumstances. The client will be responsible for the payment of any additional charges which have been incurred as a result of failure to pay as agreed.

Cancellations

All cancellations must be made in writing (e-mail) by the person named on the original booking. Should the client cancel their order the following cancellation policy applies:

For cancellations of wedding orders with less than 30 days’ notice, the full payment, including the booking fee, is non-refundable.

For cancellations of celebration orders with less than seven days’ notice, the full payment, including the booking fee, is non-refundable.

In the unlikely event, Bellaphiya Bakes has to cancel the order due to exceptional circumstances beyond their control, Bellaphiya Bakes will provide as much notice as possible to the client and will refund all monies paid. This does not include a Force Majeure event.

Postponements

In the event that your wedding cake or celebration cake has to be rescheduled, please contact us via email to discuss options. Bellaphiya Bakes will endeavour to accommodate you and transfer your booking to another date if we have availability. A £25 postponement admin fee would apply. In the event that Bellaphiya Bakes are not available for the new date, the above cancellation policy would apply.

Postponements are available up until 30 days before the scheduled event date, after this, dates are non-transferable and final balances for the original dates are payable.

Wedding Insurance

Bellaphiya Bakes highly recommends the client takes out wedding insurance to cover all eventualities.

Delivery and Set Up

We are happy to deliver your cakes at an extra charge. This will be included in your initial quotation and is based on a return journey to and from the venue. Photographs of the cake will be taken from all angles before leaving your cake and we require a signature from the venue to confirm the cake has been delivered and is in good condition.

Once the cake has been delivered/set up, you, the client, are responsible for it and Bellaphiya Bakes will not accept any responsibility for any loss or damage arising. You are responsible for arranging a secure table and environment for the cake. Wedding cakes are very heavy and require a level, safe and sturdy table with no direct sunlight or hot conditions. If the cake is moved after set up, Bellaphiya Bakes will not accept any responsibility for any loss or damage arising. If you request that we leave your cake somewhere or with someone, any loss or damage thereafter is your responsibility. Bellaphiya Bakes are not liable if the cake(s) do not arrive safely after we have handed them over.

Collection

Celebration cakes which are collected must be collected at a pre-arranged time. A signature is required on collection confirming that you have received your order in good condition, are happy with the design and confirm that Bellaphiya Bakes cannot be held responsible for any damage once the cake has left the premises.

Design

Bellaphiya Bakes endeavours to produce a cake which matches the design agreed by the client. The client agrees that Bellaphiya Bakes has the right to use artistic licence to alter the design of the cake, if necessary, when decorating the cake. Bellaphiya Bakes will endeavour to match colours as much as possible, but as only natural plant-based colourings are used, Bellaphiya Bakes accepts no liability if it is not an exact match.

Alterations

Bellaphiya Bakes will be happy to accommodate changes to the design up to 30 days prior to the event date, after 30 days we will make every effort to accommodate these changes, but this cannot be guaranteed. Changes to the design may incur an additional cost which will be discussed with you, before any changes are finalised.

Diets/Allergens

All cakes contain no dairy, eggs or animal derived ingredients and are therefore vegan and made in a completely vegan kitchen. It is your responsibility to make us aware of any allergy and special dietary requirements that need to be accommodated in the making of your cake. Please be aware that all cakes are prepared in a working kitchen which handles and stores some of the common 14 allergens and uses ingredients ‘which may contain traces’, therefore we do not recommend ordering if you have an allergy to any of the most common ingredients. <https://www.food.gov.uk/safety-hygiene/food-allergy-and-intolerance#allergens> It is the responsibility of the Client to inform their guests that these allergens may be present. Bellaphiya Bakes will not accept liability for any loss, damage or injury from exposure to anything which might cause an allergic reaction. This may include, but without limitation, nuts, nut products, alcohol, dairy, wheat, sulphates or colouring.

Although we do not recommend ordering if you have a severe allergy, Bellaphiya Bakes does offer gluten free and nut free cakes (although these are prepared in the same environment as our other cakes, so cross-contamination may occur). Bellaphiya Bakes always ensures that utmost care is taken when making gluten or nut free cakes, however, we cannot guarantee no traces of gluten and nuts due to the environment in which the cakes are made.

Some decorations are not edible (fresh flowers, wires, ribbons, pins, jewels, boards etc.). You are responsible for advising your guests of this and Bellaphiya Bakes will not accept any liability for any loss, damage or injury arising from any such exposure.

Bellaphiya Bakes will provide allergen information to the venue on delivery of the cake or to the Client on collection of the cake.

Best Before Date/Storage

Your cake is designed and baked to ensure it is fresh for the date of your event. Bellaphiya Bakes cannot guarantee its quality if it is consumed after the event. Our cakes are made with natural ingredients and no additives or preservatives are used to extend their shelf life. Leftover cake may be frozen to preserve shelf life and if the client wishes to freeze leftover cake, they should ensure that the cake is wrapped securely in cling film. Please be aware that this may affect the visual effect of the cake, especially if the cake is covered in velour coating.

Cake Stand Hire

All items belong to Bellaphiya Bakes and must not be defaced, tampered with or changed. All breakages, loss or damages must be paid to replace like for like within seven days of the event. All hire items are your responsibility until they are returned to Bellaphiya Bakes. Damaged, broken or lost items will remain the property of Bellaphiya Bakes and a replacement charge will be invoiced to the Client for any products that are damaged, broken or lost. These items will be invoiced to the Client to replace like for like including P&P. Unless otherwise discussed (stated) all hire items must be returned within three days of hire.

Publication and Promotional Rights

Bellaphiya Bakes is the designer and owner of the final cake design. All rights in any original designs created and designed by Bellaphiya Bakes shall remain exclusive property of Bellaphiya Bakes.

If Bellaphiya Bakes design is published in the media (for example, wedding magazines, websites, blogs etc.) we reserve the right to use any image of the Cake in our promotional material or for publication after the Event Date unless previously agreed in writing between Bellaphiya Bakes and the Client. Bellaphiya Bakes may also use images of the Cake taken by the Client’s photographer in circumstances where the Client has provided the photographer’s details to Bellaphiya Bakes.

Reviews

The Client acknowledges that any review, feedback or rating which the Client provides may be published by Bellaphiya Bakes on its website or social media pages and the Client agrees that it may be displayed for as long as Bellaphiya Bakes considers appropriate and that the content may be included in publications or marketing materials.

The Client undertakes that any review, feedback or rating that the Client writes shall:

* Comply with applicable UK law and the law in any country in which it is posted;
* Be factually accurate;
* Contain genuinely held opinions;
* Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass, or invade the privacy of any person or be deceptive;
* Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence;
* Not infringe any trademark, copyright (including design rights), databased rights, or other intellectual property rights of any other person or breach any legal duty the Client owes to a third party; and
* Not to be made to impersonate another person or misrepresent the Client’s identity

The Client agrees to indemnify and hold Bellaphiya Bakes harmless against any claim or action brought by third parties arising out of or in connection with any review, feedback or rating posted by the Client on a website or social media platform including, without limitations, the violation of Bellaphiya Bakes privacy, defamatory statements of infringement of intellectual property rights.

The client grants Bellaphiya Bakes and its affiliate companies, a non-exclusive, royalty-free worldwide license to use or edit and reviews posted by the Client.

Bellaphiya Bakes reserves the right to publish, edit or remove any reviews.

Complaints

If the Client wants to make a complaint to Bellaphiya Bakes or let Bellaphiya Bakes know of any concerns the Client has after receiving the cake , the Client should do so by sending an email to hello@bellaphiyabakes.co.uk providing photographic evidence or any fault, damage or discrepancy. If the complaint relates to the quality of the cake then the cake, or remainder of it, must be returned to Bellaphiya Bakes as soon as possible after cutting and within 48 hours of delivery or collection to ensure that Bellaphiya Bakes is able to fairly assess the nature of the complaint. Any refunds will be entirely at Bellaphiya Bakes discretion.

Force Majeure

Bellaphiya Bakes shall not be liable for delays or failures in delivery or performance of its obligations to the client resulting from any acts, events, omissions, failures or accidents that are outside of Bellaphiya Bakes’ control (Force Majeure), which, without limitation, include:

* Strikes, lock-outs or other industrial action;
* Shortages of labour, fuel, power, raw material;
* Late, defective performance or non-performance by suppliers;
* Private or public telecommunications, computer network failures or breakdown of equipment;
* Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
* Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster or extreme weather conditions;
* Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
* Acts, decrees, legislation, regulations or restrictions of any government; and
* Other causes, beyond Bellaphiya Bakes reasonable control.

Bellaphiya Bakes does not hold any responsibility for adverse weather conditions affecting access to the venue. Bellaphiya Bakes will give every attempt to get to the venue only when it is deemed safe.

Bellaphiya Bakes performance will be deemed to be suspended for the period that the event or Force Majeure continues, and Bellaphiya Bakes will have an extension of time for performance for the duration of that period. Bellaphiya Bakes will use its reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which its obligations may be performed despite the Force Majeure event. Bellaphiya Bakes shall promptly notify the client of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

Bellaphiya Bakes reserves the right to review and update its Terms and Conditions periodically.

Privacy

The privacy and security of your information is important to us. This Privacy Notice explains the types of personal data we may collect about you, how we use it, who we share it with and how long we keep it for.

The privacy policy may change from time to time. Bellaphiya Bakes will not explicitly inform clients or website users of these changes. Instead, we recommend that you check this page occasionally for any policy changes.

To enable Bellaphiya Bakes to provide you with the right product of service to meet your needs, we collect personal information from a number of sources, including our own website contact form, our subscribe form, our shop platform, wedding shows and events.

The personal data we collect is made up of some or all of the following; name, email address, phone number, contact address, dietary requirements. Your personal data is only used to carry out the services we offer.

When paying for products on our website, Bellaphiya Bakes uses WixStores and Apple Pay for all transactions. Please refer to Wix’s and Apple Pay’s privacy policy for details of how your information is protected and stored.

Bellaphiya Bakes will only keep personal data for as long as it is necessary. We do not share personal data with any third parties, bodies or organisations. Under Data Protection Law you have the right to request details of any personal information that Bellaphiya Bakes holds about your and for this information to be disregarded. You also have the right to change the permissions you have given us in relation to how we may use your information and you have the right to request that we stop using your information or that we delete all personal information that we hold relating to you. You can exercise these rights at any time by emailing us at hello@bellaphiyabakes.co.uk.

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