



Terms and Conditions of Order

The Crafty Kitchen – Sarah Garland

Full Terms & Conditions of Order for The Crafty Kitchen – Sarah Garland are detailed below. Paying your Booking Fee, constitutes full understanding and acceptance of the terms detailed.

Quotes

Our cakes are priced according to design, size and the flavour(s) of your cake. They are based on our high standard of workmanship and the use of the best quality ingredients available. Following your consultation or enquiry any quote provided is valid for 7 days, payment of your booking fee secures the date and price quoted unless otherwise stated. Please note a quote does not guarantee or hold availability, orders are not secured until your booking fee has been paid and we acknowledge its receipt.

Booking Fee

To secure your order you are required to pay a Non-Refundable Booking Fee, you will be given the exact price of this at the point of order.

Celebration Cakes – 50% of the total cost is required to hold your booking. This Booking Fee is non-refundable and will be forfeited if you *cancel your order or fail to collect the cake on the agreed date. Please note cakes to the value of £100 and under are payable in full at the time of booking.

Wedding Cakes – A £100 booking fee is required to hold diary space for the commission and delivery of your wedding cake. This fee is non-refundable and will be forfeited if you *cancel your order or fail to collect the cake on the agreed date.

*In line with our cancellation policy.

Payment Terms

Celebration Cakes & Edibles – The remaining 50% value of your order is due 14 days before your booked collection or delivery date. You will be given this date at the point of order, please note it is not our responsibility to send reminders for payments due, please take note of these. All payments once made are Non-refundable in line with our cancellation policy.

Wedding Cakes – A further payment for 50% of the remaining balance of your cake is due 6 months before your wedding date. The remaining sum is due for payment no later than 6 weeks before the collection/delivery date. Payment may be made earlier if you wish, but we require the balance closed 6 weeks prior to your delivery/collection date. It is your responsibility to remember to send this payment as a reminder invoice is not issued. All payments once made are Non-refundable in line with our cancellation policy.

Late Payments

If your payments are not made on time and in line with the above terms, we reserve the right to cancel your booking in line with our cancellation policy. Booking fees and payments made to date will be forfeited in all circumstances, this is to cover the cost of purchased equipment and ingredients for your cakes as well as loss of revenue of refused orders. All payments must be cleared in our account before any order is released.

Cancellation Policy

If cancellation of your event takes place, we reserve the right to retain monies already paid, in all circumstances.

Weddings - If cancellation takes place less than 6 months before the wedding date, we will not refund the payments already made. If cancellation occurs within 6 weeks or less before the event then we reserve the right to keep the total price, to cover the costs of production of the cake's components and accessories as well as loss of revenue.

If cancellation is 31 days or less before the event, we will also not refund your delivery charge.

Cancellation must be made in writing (by letter or email) to The Crafty Kitchen and will only be deemed to take effect from the date your letter/email is received at our premises. Please note, if your booking date has previously been changed no refunds will be made under any circumstances.

We highly recommended that you take Wedding Insurance.

Celebration Cakes & Edibles – All booking fees and further payments made are Non-Refundable in all circumstances.

If You wish to postpone the event, (Wedding or Celebration) we will endeavour to transfer your order providing we have availability for the new date and the satisfactory time in which to fulfil it. If the cake or its components have been made or ordered this will be deemed as cancellation and treated as per our cancellation terms. Further delivery charges may apply if your venue has changed. No refunds will be given for new dates that we cannot accommodate, please agree our availability for a new date before you finalise it. We reserve the right to add a £20 administration fee to all bookings who change dates as well as a loss of *revenue fee. *A loss of revenue fee will take in to account the work that we have turned away to accommodate your original and subsequent bookings. You will be advised of this fee before we change your booking.

We retain the right to cancel any booking in unusual circumstances beyond our control, such as but not limited to our ill health or a personal emergency during which we will refund any money taken in full.

Events Outside of Our Control (Force Majeure)

We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, snow and ice, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic/pandemic or other natural disaster, or any other event that is beyond Our reasonable control. We will not be liable to offer any refunds under but not limited to the afore said, events outside of our Control (Force Majeure)

Your Order – The Design Process & Artistic License

All the orders that we undertake are important to us, whether a small box of cupcakes of a grand tiered wedding cake we pride ourselves on the expert, detailed precision of our work. You may send us photographs of other people's cakes that you like and we are happy to use them as inspiration but we are not keen to make an exact duplication of another's work, we take pride in offering a bespoke service.

Our decorative finishes are all handcrafted and are subject to the artistic interpretation of The Crafty Kitchen. We will do our best to match any colour requests for icing, ribbons and cupcakes cases but we cannot guarantee an exact colour match as when looking on a colour spectrum wheel there can be over 200 shades of any colour as well as taking into consideration other factors such as lighting, background, monitor resolutions and any other items or clothing near to the cake which can totally change the appearance of a colour. We aim for a good match but this may not always be possible, we cannot guarantee a true pantone match.

We also cannot guarantee that all the product-lines to be used in the construction of the cake will be available at the time of making (e.g. when a supplier discontinues an item such as a Cake topper or a particular ribbon colour) we will endeavour to re-design the cake to reflect as closely as possible the original design using replacement products. Although we only use the highest quality cupcake cases, they can on occasion peel away from the cakes. We cannot guarantee this will or will not happen and accept no responsibility if cake cases peel away.

Celebration Cakes & Edibles – We do not offer a face to face design consultation for these products or tasting sessions. There simply are not enough hours in our working week to offer this service. At your point of contact which we prefer to be email or the messenger service of our Facebook business page, we will request; how many people you wish the cake to serve, the flavour required and an idea of the design, these elements are all constitutive to the price of your cake. Once we have these, we will put a design together for you and give a quote and outline of the order. Please read your quote, Carefully. On your acceptance of this quote you will be asked to pay a booking fee in line with our previously stated terms, once this has been made the design may only be changed by mutual agreement.

Wedding Cakes – We like to meet our Wedding couples, face to face. A wedding cake is a very personal service that involves many more elements than most couples realise. When making an appointment for your Wedding Consultation you may request a cake tasting for up to three people. You will be offered up to 3 samples from our menu (excluding fruit cake, this is not available at our tastings). There is a fee of £20 for all cake tasting consultations which is payable at the time of booking, this will be deducted from the cost of your cake if you place an order. Should you need to cancel your appointment we require a minimum of 4 days' notice, cake tasting fees will not be refunded without this notification.

Once we have designed your cake and put together a quote please read it very carefully. A booking fee will be requested in line with our previous terms when you are ready to secure the date for your order.

Alterations & Changes

It is your responsibility to read & check all quotes thoroughly; any amendments should be made in writing. If requested, we will endeavour to adjust the design where possible, but sometimes this is not possible according to the nature of the request or amount of notice given. If the alteration affects the cost, or preparation work for the original design has already been undertaken, then your balance will be adjusted accordingly. Please warn us when you pay your deposit if you are undecided on the design.

We reserve the right to change the design of your cake at any point if circumstances beyond our control, may compromise the quality of the finished cake. eg. 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 picture supplied. The Crafty Kitchen will do its best to match any colour requests for icing and decorations, but we cannot guarantee an exact Pantone match as colours present differently in different materials, and on different monitor screens. We aim for a match but that is not always possible.

Chocolate and Buttercream, we recommend extreme caution if you are considering a cake decorated with chocolate, a chocolate-based product or buttercream. (Most of our cakes have an internal covering of Chocolate Ganache). We cannot accept responsibility for any melting of the cake once it has left our possession, as we have no control over the environmental/venue temperature. We can try to advise you of designs that are less susceptible to melting and do everything within our control to reduce the impact on the cake. An optimal room temperature of 68 degrees Fahrenheit (20°C) or below is recommended.

Allergies & Special Dietary Requirements

Special Diets-

Please discuss with us if any of your guests have special dietary requirements. Cakes can be made with no added gluten, egg or alcohol. Please be aware that although these ingredients can be removed from the cakes, they are still used in our kitchens, so we cannot guarantee that any of our cakes are completely free of all traces for people who are highly sensitive. We Do Not cater for Nut Allergies. The Crafty Kitchen operates from a kitchen that uses common allergens on a daily basis, we cannot guarantee that there will be no trace elements present.

Non-Edible Items- Most cakes contain small proportions of inedible items; it is the client's responsibility to ensure these are removed by your caterer/guests before consumption e.g. Support dowels in tiered cakes, ribbon, wires in sugar flowers, Swarovski crystals, flower picks & flower tape (where fresh flowers are used), skewers in models. Some flowers (e.g. Ivy, Gypsophila) are poisonous and not suitable for use on food products, you should notify your flower supplier of your intention to use the flowers on food to ensure that non-poisonous flowers are used. We highly recommend that all flowers and foliage are from an Organic supplier.

You or your venue will be provided with an allergy warning sheet when you collect, or we deliver your cake, this will also provide details of non-edible items you or your venue representative will be required to sign this. The Crafty Kitchen accepts no liability from for customers suffering allergic reactions from eating our cakes, or choking, death or incapacitation from non-removal of the non-edible items listed.

Portion Guides

At the point of order, you will be asked how many people you intend to feed with your cake. Your cake size will be calculated on this information allowing for a 1" x 1" square portion for each guest. Due to the height of modern-day cakes this is considered acceptable for most occasions. Please ask if you feel you require more cake, but bear in mind the will effect the overall size of your cake and the decorations required which will increase the cost of your cake.

Viewing Your Cake

Please do not request progress shots, we will not send them. For the majority of our work we are a 'One Man Show' and time cannot be taken away from our workload to stop and take photographs and discuss them. We also discourage this as the cake is not finished in all its full glory, the photographs would be a poor representation of the final product. Celebration cakes are viewed when they are collected, if you have anything that you are not happy with at collection please tell us and we will do whatever we can to rectify this.

Flowers

We always recommend having sugar flowers for your cakes however you might request the use of fresh flowers.

We are happy to work with your florist (for which an arrangement fee is charged within your quote to cover time and travel expenses to liaise with the florist), it is your responsibility to inform the florist that their bill for the cake flowers should be settled directly with yourselves (as it is not included in our price). Please note some flowers are poisonous and not suitable for use on food products, you should notify your flower supplier of your intention to use the flowers on food to ensure that non-poisonous flowers are used. We cannot accept responsibility for issues that arise with flowers sourced by you eg. colour not coordinating with the icing colour. If flowers provided by your florist are sub-standard, we cannot be held responsible for them and their appearance on the cake..

We highly recommend that the arrangement of flowers on our cakes is done by ourselves, as we cannot accept responsibility for any damage done to the cake by your florist or another person decorating it. Depending on the varieties of flowers used and weather conditions, some fresh flowers might not “live” long out of water therefore might start to die quite quickly, we cannot accept responsibility for the look of fresh flowers after the cake has been set up.

If fresh flowers are being used on your cake, you acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants. We highly suggest that you source Organic flowers. The Crafty Kitchen cannot be held responsible in any form for illness, disease or death due to the use of fresh flowers.

Delivery Conditions

Delivery charge is calculated on a mileage, parking charges, Toll Charges and time basis.

If you choose delivery, it is our intention that your cake will be delivered in perfect condition prior to the start of your event. However, in the unlikely event in which delivery is no longer deemed safe or possible, such as in adverse weather conditions, inaccessible roads and/or venue, government restrictions or regulation on travel, and other causes beyond The Crafty Kitchens control, we will contact you as soon as possible to make you aware of the situation. These factors are beyond our control and as such, we cannot be held liable and it will be your responsibility to make collection arrangements. In this event, the maximum compensation will be a refund of the delivery cost.

It is your responsibility to ensure you inform us of your correct ceremony venue & time, the person to liaise with at the venue, please give us the correct postcode for the venue and inform us of any adverse road hazards and/or obstacles or parking restrictions or delivery issues that may hamper the delivery and quality of finished cake. (Please note, excessive jarring due to potholes, road construction, or unseen road conditions, could damage the finished product to an unstable and undesirable state.). In the unlikely event of late delivery, the maximum compensation will be a refund of the delivery cost. In the case of an unavoidable occurrence, such as a car accident or poor road conditions during delivery, The Crafty Kitchen cannot be held liable for more than the price of the cake ordered. If cake is not delivered or irreparably damaged due to these circumstances, a full refund will be given for the price of the cake.

Delivery is calculated starting from our premises (return trip). The route taken is at our discretion and will be one deemed the safest journey for the cake. The Crafty Kitchen accepts no liability for cakes that are damaged after they have been delivered to the agreed location. We obtain a signed delivery note by the venue to say that the cake has delivered and set up in perfect condition. (We take photographs of all our cakes once we have set them up at the venue). Due to the effects of weather conditions (humidity, heat, precipitation, etc.), room conditions, table on un-level ground, insects and other wildlife, wind blowing, undesirable atmospheric items (i.e. dirt, leaves, branches, etc.), products such as icings, fillings, decorations, etc. may not hold up and cannot be assured satisfactory after delivery and set-up. No responsibility can be taken by The Crafty Kitchen for any subsequent damage once the cake has been set up and/or handed over to the venue. All orders must be thoroughly checked by yourself or a designated person and signature of the Delivery note will constitute acceptance of the cake and these terms. Late requests for delivery (after securing the booking based on collection) will be accommodated where possible, but cannot be guaranteed, as earlier commitments must take priority.

Whilst delivery is included or charged for as part of your order, incidences of extreme weather, including but not limited to, snow, flooding and gale force winds, may mean it is not safe for The Crafty Kitchen to travel to deliver your order. In such weather conditions, we will stay in contact with the client and provide opportunity for collection

instead. We cannot be held liable in any capacity for delivery being prevented by weather or road conditions beyond our control. Refunds will not be offered for cakes under these circumstances. We will of course refund any delivery charges paid.

Delivery charges for trips over 4hrs are to be discussed on a per-customer basis due to the need for driver rest breaks and a possible overnight stay.

Collection Conditions

The Crafty Kitchen offers the option for customers to collect their cake free of charge from us. Not all cakes are suitable for collection so please ask at the point of order.

If you chose to collect the cake, under no circumstances will we be held liable for any damage to the cake once it has left our premises. You will be required to sign an acceptance form for your cake before it leaves our premises, stating that the cake is in perfect condition. The Crafty Kitchen will not accept any liability for damage to your cake once it has left our premises. Photographs of all our cakes are taken before they leave us. You should ensure your cake travels on a smooth flat surface. We recommend the boot of your car, which should be free from items that can slide in to or fall on the cake. If the boot is empty, it is advisable to bring a blanket and or cushions that you can pad around the cake box to prevent movement.

Collections will be arranged for a mutually convenient date and time, please adhere to it. We may run as a home business, but we are not here just for the convenience of people collecting cakes, we have other commitments and obligations and cannot guarantee to be available if you come outside of the agreed time slot or date.

Tiered cakes are most at risk during transport, so please seek our advice on how to transport it. Wedding cakes can be very heavy and may come in several boxes. We will not accept any liability for self-assembly cakes that are not assembled properly or damaged during assembly. You assume all liability and responsibility for the condition of the cake once it leaves the possession of The Crafty Kitchen.

We highly recommend you check your wedding insurance covers cake damage. To ensure your cake is as fresh as possible, we recommend it is collected the day before the wedding. We will not offer refunds for any cakes that fail to be collected for any reason.

Cake Set Up

It is the clients' 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, we reserve the right to charge for any delay incurred (labour costs at £20 per hour, plus any compensation required to pay to other brides who's wedding cake delivery has been delayed as a result) or leave the cake with the event manager to assemble/move into position as appropriate.

Please note: You are responsible for providing an appropriate and secure table and environment for the cake(s). Cakes are heavy and require a sturdy, evenly balanced (not wobbly) table, and an optimal room temperature of 68 degrees Fahrenheit (20°C) or below. Take extra care to ensure a stable cake table if you are having an event/wedding in a marquee or outdoor event, as an uneven floor can easily rock the cake and possibly cause damage. Please ensure you make your venue aware of this.

All Cakes are fragile and require care and attention when handling, storing and displaying to prevent damage occurring. Please tell your caterers to carefully read the care instructions that comes with the cake on delivery or were provided at collection. When displaying your cake at your wedding reception avoid direct sunlight, spotlights, radiators or candles which could all cause damage to the cake and its decorations.

Damage- Please remember that cake decorations are very delicate items, and we cannot accept responsibility for damage that is done to the cake, decorations or topper after it has left our possession. This includes any decoration implemented by your florist. If any damage is rendered to the cake after it has left our possession, then you can advise us and request a repair, which will be priced accordingly, including transport costs if appropriate.

Storage & Consumption

All of our cakes are baked to ensure they are fresh for the date of your event. After this date, we advise sponge cakes are frozen asap to ensure the condition is retained, otherwise, we cannot guarantee the quality if it's consumed more than 48 hours after the event. Our cakes are made entirely of fresh & natural ingredients, so we would like to remind you that because of this they will not have the extended shelf life of most supermarket cakes, which contain additives & preservatives to ensure their prolonged life.

Decorated cakes should not be stored in a refrigerator as it will cause condensation to form on the surface of the icing which can cause damage to your decorations and the surface of the cake. If the cake is not to be displayed straight away, it should be stored in the original box in dry, cool and hygienic condition, somewhere where it will not be moved or knocked, not in direct sunlight and away from damp or steam.

Decorated rich fruitcakes can be kept for several months if uncut and stored correctly (as above), but sponge cakes should ideally be consumed within 48 hours of receipt. Once cut store cake in a cool, dry, airtight, hygienic condition and consume within the 48 hours to enjoy at its best.

If you would like to freeze your sponge cakes 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. We recommend wrapping the cake in greaseproof paper and several layers cling film and to remove as much air as possible, then stored in an airtight container before freezing. The cake should not be refrozen once defrosted.

If you plan not cut any of the tiers of your wedding cake on the day, please advise us so that we may leave suitable cake boxes on site for the safe transfer of your cake home. Otherwise we will remove all boxes from the venue to leave it as tidy as possible.

Freezing the cake, however, preserves the taste of the sponge & 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.

Once home, the cake should be double wrapped in cling film to remove as much air as possible, then stored in an airtight container before freezing for a maximum of 3 months. The cake should not be refrozen if defrosted, therefore it may be appropriate for you to cut it into convenient portion sizes before freezing, so that it can be defrosted on a per portion basis. 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, so should only be used with extreme caution e.g. If hot weather is compromising the quality of a chocolate decorated cake.

Hire of Cake Stands /Accessories

If you would like to hire a cake stand, then it is your responsibility to tell us that you require one.

A hire charge of £20 is charged for one of our stands plus a damage deposit, the damage deposit for one of our cake stands varies between £30 - £160. This is dependent on the value of the item, some of cake stands are more valuable than others. The deposit will depend on which stand you book; we can advise you of the cost at consultation. The damage deposit is refundable on the safe and timely return of the stand. The stand must come back to us in the condition it went out.

It is your responsibility to make arrangements to ensure the stand is safely returned within 48hrs after your wedding. We cannot accept delays in cake stands being returned to us, refunds will not be made of your hire deposit in

We would appreciate your cooperation to return the items clean, undamaged & in the condition that you would expect to see them on your own wedding cake, so that they are available for the next couples wedding. Failure of this will result in us not refunding your deposit. We keep photographic evidence of the condition of all our stands.

If you are unable to return it personally & choose to post the stand, it is your responsibility to ensure it is appropriately packaged to prevent damage during postage; we recommend plenty of bubble wrap, securely taped around a cake stand, and a sturdy box to prevent against drops and knocks during transport. If the stand arrives with us damaged, we will not refund your deposit, we will take photographs and send them to you to assist in your claim with the Post office or Courier company.

If the cake stand is left at the venue for the event manager to return or for us to collect, then your deposit will be kept. Cake stand hire costs will be discussed at consultation.

Complaints

We always welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you feel you have a cause for complaint. If you have concerns about your cake, please notify us upon collection/delivery/inspection so that we can rectify it in time for your event. If the cake is being delivered, we highly recommend a member of the family/event manager as the designated point of contact for the day, to ensure the cake is checked over before we leave.

All other concerns should be made in writing and evidence of the fault should be included. Complaints will not be dealt with on the telephone or face to face, we require your complaint in writing.

Full refunds will never be given for any cake which has been consumed or partially consumed regardless of dispute, as consumption of the cake is viewed as your acceptance that the cake is adequate for the purpose for which it has been supplied. All cakes delivered to venues are photographed from different angles to show cake quality, surroundings and placement of cake on delivery.

We do not accept any responsibility for loss or damage to the cake or items with the cake such as knives, decorations and stands or any human intervention once the cake has been delivered and set up at venue or collected from our premises. No refunds are given due to change of mind.

If you are not happy with the aesthetic of your cake on collection/delivery, please let us know before signing the information sheet. We will do our best to correct this where possible. Signing the information sheet is deemed as your acceptance that the cake is aesthetically acceptable.

All complaints should be addressed in writing to: S E Garland, The Crafty Kitchen, 14 Glyndwr Avenue, St Athan, CF62 4PP

Equally we would love to hear your positive feedback regarding your cake as we really do hope that you are thrilled with it.

How We Use Personal Information

All personal information that we may use will be collected, processed, and held in accordance with the provisions of

EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from our website, www.thecraftykitchen.co.uk

Photography

From time to time our designs are published in national magazines and other publications, as well as internet sites; we reserve the right to use any image of a cake made by The Crafty Kitchen for publication at a later date. At times we may request photographs of your cake if you had an official photographer, full photographic rights would stay with them and we would consult them if we wished to put these forward for magazine publication.

We reserve the right to change or update our terms and conditions without prior notice, updates to our terms and conditions will be posted on our website, <https://www.thecraftykitchen.co.uk/Terms-of-Order.html>