



## TERMS & CONDITIONS

www.bethhaxbycakes.com (the "Site") is operated by Beth Haxby trading as "Beth Haxby Cakes". 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 Beth Haxby 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 Beth Haxby 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 Beth Haxby Cakes.

Any failure on the part of Beth Haxby 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 Beth Haxby 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.

Dates are only reserved for customers who place a non-refundable deposit (20% of total cost). 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 or four weeks 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 booking form provided. It is the responsibility of the client to ensure all details are correct and all required details have been captured. Beth Haxby Cakes re-

serves the right to amend designs as required for structural, proportion, style or other reasons without prior consultation with the client.

Beth Haxby 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 and made no less than 4 weeks prior to the delivery/pickup date (for wedding cakes).

Final product is subject to the availability of ingredients, other product materials and/or equipment. Beth Haxby 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 con-

sumed within 24 hours from collection/delivery and to pre-consumption instructions if provided.

Beth Haxby 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 or from any industrial dispute or strike whatsoever.

### **Cancellations**

Deposits and any payments made by clients are strictly non-refundable. 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. Payments already made by the client will be refunded in full should we cancel the transaction/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. Beth Haxby Cakes will not be held responsible for consequences arising from consumption of the products. It is the customer's obligation to inform Beth Haxby 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.