



Sweet and Lowe Cake Design

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Lisburn, Northern Ireland

Celebration Cake Terms and Conditions

All sales made by Sweet and Lowe Cake Design are subject to the following terms and conditions. Nothing contained within these terms and conditions affect your statutory rights as a consumer. If there is anything you don't understand please feel free to contact us on sweetandlowecakedesign@gmail.com.

1. Booking Process

- 1.1. *The design process is usually carried out via email and direct messages. Telephone and face to face consultations are available upon request for celebration cakes and are by appointment only.*
- 1.2. *All inspiration provided by the client is taken into account at the time of booking and throughout the creative process, however, Sweet and Lowe Cake Design reserves the right to exercise our own creative freedoms, ESPECIALLY to maintain the structural integrity of your cake.*
- 1.3. *Digital design sketches can be sent, if required, for approval. There may be a small fee for this.*
- 1.4. *You can contact me to discuss any aspect of your cake before making a booking.*
- 1.5. *All cakes are carefully handcrafted in the Sweet and Lowe kitchen where **nuts, dairy, eggs, alcohol, gluten and other allergens** are present, therefore our cakes are **NOT SUITABLE** for those with **food allergies**. See section 9. Please notify us prior to booking of any allergies or dietary requirements.*

1.6. Please note, that any bookings placed after 1st May 2022 are subject to a minimum order amount. For dates further ahead than 2022, the minimum order value is subject to increase.

2. Booking Fees

2.1. All celebration cake orders require a non-refundable deposit of £50. In the event your plans are interrupted due to unforeseen circumstances, I will do my absolute best to accommodate date changes, however this is subject to availability and cannot be guaranteed.

2.2. Deposits must be paid within 7 days of the booking form being sent to save your date. Dates will not be held beyond this time without a deposit. If no deposit has been received within 7 days, the event date will be released, and another booking may be taken. I may no longer be able to accommodate your order after this time.

2.3. Orders are only confirmed when the deposit has been paid. Please note that all booking fees are non-refundable as they secure your date in our diary and are only transferable in certain circumstances. See Section 2.1.

3. Payment Schedule

3.1. Final payments for celebration cakes totalling £125 or less may be made in advance, or upon collection.

3.2. For celebration cakes totalling £130 or more, final payment is due 28 days before your event. Your due date will be clearly stated on your booking form. Final payment becomes non-refundable and non-transferable in the event of a cancellation.

3.3. If the final payment for celebration cakes totalling £130 or more is not received 28 days before your event, I reserve the right to cancel your booking. The deposit paid to secure your date then becomes non-refundable and non-transferable and we may no longer be able to accommodate your order.

3.4. Payment methods accepted are cash and bank transfer.

3.5. I do not offer the option to pay in instalments or via credit card.

4. Cake Details

4.1. When you receive your booking form, please review all details carefully, especially collection dates, cake tier sizes, flavour choices, spellings of name, and contact numbers. Please notify us of any errors immediately.

4.2. The cake will be made according to the booking form and therefore it is imperative that all details are checked carefully. Any errors not picked up on the booking form before the cake is made will not be considered to be our error.

4.3. All personalized decorative elements such as cake toppers, printed icing sheets or cake charms will be ordered per the details on the booking form so please check all name spellings and numbers carefully.

5. Alterations to Orders

5.1. We are happy to make alterations to your cake design. Whilst every effort will be made to accommodate changes, please note that changes made within 4 weeks of the event cannot always be guaranteed.

5.2. Changes to design may be subject to an additional cost. This will be made clear when making changes. We reserve the right to increase a quoted price in the event you request a variation to the original work agreed.

5.3. Please take time to revise carefully the amended booking form and let us know by return of any errors or amendments. See section 4.2.

6. Collection of celebration cakes

6.1. Your order may be collected at a pre-arranged time. Please adhere to this collection time slot.

6.2. If you do not arrive at your prearranged collection time slot, an alternative collection time will be subject to my availability and may result in you being unable to collect on the same day.

6.3. Any changes to collection time must be requested in writing at least 24 hours prior to arranged collection and cannot be guaranteed.

6.4. Cakes are always boxed and ready for transportation. Full instructions on the care and handling of your cake during transportation will be provided at collection but are also listed below. See Section 6.6.

6.5. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. Sweet and Lowe Cake Design will not be held responsible for any damages that may occur once the cake has been signed for.

6.6. On warm days please arrive with the air conditioning on.

Cakes must be placed on a steady, level surface. E.g passenger footwell or boot. We are happy to place the cake safely in the car for you if required.

The Cake should be stored in the box, at room temperature and out of direct sunlight.

7. Non-Edible Elements

7.1. In some cases, cakes may contain non-edible elements such as plastic dowels and centre supports, flowers, toothpicks, or cake toppers. You will be advised of any non-edible elements that should be removed.

7.2. As we will not be cutting the cake ourselves, we cannot be held responsible for the failure to remove any non-edible elements.

8. Shelf Life

- 8.1. We recommend your cake to be consumed within 3 days of your event to be enjoyed at its best.*
- 8.2. Store any cut slices in air-tight containers to maintain freshness.*
- 8.3. Please contact us for information on how to best freeze any leftover cake.*

9. Allergens and Special Dietary Requirements

- 9.1. Unless otherwise stated, all cakes contain **gluten, butter and eggs** and are prepared in an environment where **nuts, dairy, eggs, alcohol, gluten, and other allergens** are present, therefore our cakes are **NOT SUITABLE** for those with **food allergies**.*
- 9.2. Sweet and Lowe Cake Design accepts no liability for customers suffering an allergic reaction from consuming our cake.*

10. Publication & Promotional Right

- 10.1. Sweet and Lowe Cake Design reserve the right to use any image of a customer's cake made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company.*
- 10.2. The customer has no ownership rights over any cake design. Exclusivity of cake designs between our customers is not guaranteed unless the customer commissions an exclusive design.*

11. Commissioning a Cake That is Similar To Another Design

- 11.1. If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot be guaranteed.*
- 11.2. If you wish to have us recreate someone else's design, we would prefer not to directly copy it, but to use it as a basis to design your cake around so that it is unique to you.*

12. Cancellations & Refunds

- 12.1. Deposits are non-refundable and non-transferable in the event of a cancellation.*
- 12.2. There may be a rare occasion when Sweet and Lowe Cake Design is forced to cancel an order due to exceptional circumstances beyond our control.* In this case, as much notice as possible of the cancellation will be given and any monies paid, including deposits will be refunded. If required, we will also assist in finding a replacement baker of the same high standard to make your cake for you.*

**This does not include a force majeure that may occur on the event day.*

13. Change of Event Date

- 13.1. In the event you need to change your booking date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed.*
- 13.2. If we can accommodate your date change, your deposit will be transferred to the new date.*
- 13.3. If we cannot accommodate your date change, the booking fee will be non-refundable as this covers work already completed. (This includes but is not limited to: phone calls, emails, completing and sending forms, sketches or design, it is also highly likely that other work for your original date would have been turned down.)*

14. Complaints

- 14.1. In the unlikely event there is a problem with your cake, it must be brought to our attention within 48 hours of the cake being delivered so we can be given the opportunity to assess the nature of the problem. We take any complaints very seriously.*
- 14.2. If the complaint is regarding the quality of the cake, the remainder of the cake must be returned for inspection.*
- 14.3. If the complaint is regarding design, but the cake was made according to the booking form/sketch which has been checked and approved, we will not be held responsible.*
- 14.4. When handling any complaints, we can only deal with the person who made the original booking.*
- 14.5. You must give us the opportunity to resolve the issue and agree not to post any defamatory comments or pictures on online forums or social media channels before discussing the situation with us and allowing us reasonable time to provide a satisfactory solution.*
- 14.6. Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media channels at any point in the future. If this happens, we may seek to take legal action against you.*

15. Covid-19 Restrictions

- 15.1. If your cake booking has to be amended due to covid-19 restrictions, we will try our best to be accommodating.*

15.2. If we are unable to accommodate your date change request, the original booking fee will be refunded. This is only if your event cannot go ahead on the original date due to covid restrictions.

15.3. If you decide to cancel your event as you are worried about future covid-19 restrictions, but restrictions are not currently in place for your event date, it will be cancelled as a standard cancellation and your deposit non-refundable. See section 12.

15.4. Any subsequent voluntary cancellation will be subject to the payment terms outlined in section 12.

We reserve the right to revise and amend these terms and conditions. However, you will only be subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you.

By paying your deposit, you are agreeing to these terms and conditions so please read them carefully.