



Terms of Service

All Cakes made by Iced Creations Cakes are subject to the following Terms of Service. These Terms form the basis of the contract between the Customer and Iced Creations Cakes and are considered as the whole agreement for the sale of cakes. It is the Customer responsibility to check all the details of the order confirmation email for accuracy and completeness.

Service Standards

- Provide the customer with a professional, efficient and reliable service
- Discuss requirements and expectations to ensure they are achievable
- Provide a clear understanding of the service and cost involved
- Keep all information provided, private and confidential
- Provide a service the customer would be happy to recommend

Basis of sale

- The cake is a fresh product containing no additives or preservatives. It is created to be eaten on the day of the celebration requested, using ingredients of the highest quality.
- Cakes are made in an environment where nuts, egg, milk, gluten, and other allergens may be present. Iced Creations Cakes cannot guarantee that any cake is entirely nut-free, due to the sourcing of ingredients, although every effort will be made. It is the customer responsibility to advise of any allergies when ordering a cake.
- Iced Creations Cakes do not cater for Gluten Free, Egg or dairy allergies.
- All quotations are valid for a period of 30 days from the date of issue. Cake sizes are quoted in inches and are 4 layers as standard.
- No contract is made with the customer until a booking fee is received. Once a booking fee has been received, the customer has entered a legally binding contract with Iced Creations cakes.
- Stacked cakes will include plastic dowels to provide structure to the cake design. These are not edible and it is advisable to remove these prior to consumption.
- Cakes should be stored in a cool, dry place, away from direct sunlight and sources of heat, ideally in the box that they were supplied in. Cakes will NOT be required to be refrigerated unless advised.
- Any cake ordered from a picture or photo of a cake produced by any other cake maker, can only be reproduced by Iced Creations Cakes as our interpretation of that cake and will not be an exact reproduction of the cake in the picture or photo.
- Any digital design created is for sole use of the customer and remains the property of Iced Creations Cakes. Any reproduction of the digital design by any other cake maker will be seen as a breach of copywrite (©) and appropriate action will be taken.
- Fresh flowers are not included in the cost of any cake design. If fresh flowers are required, these would need to be provided by your florist.
 - NB – Not all fresh flowers are suitable to be used as a cake decoration. Please speak to your florist regarding details of toxicity. Iced Creations Cakes cannot be liable for any contamination to the cake that may arise from misuse.

Order Process for Celebration Cakes

- A minimum of 14 days is required to place an order for Celebration cakes to secure the date required. Short notice cakes may be accepted if timescales permit and the date is available.
- Design of cakes will need to be confirmed when ordered. Where they are not confirmed, Iced Creations Cakes will not be held responsible due to time required to create an exact design.
- A booking fee of £25 is required on placement of order for all cakes. This will be deducted from the final balance payable. Booking fees are non-refundable and non-transferable.
- A detailed order confirmation email will be issued confirming the order along with an invoice detailing the final balance and payment details. It is the responsibility of the customer to ensure payment is on time.

- Final balance payment is due 7 days prior to the event date. All cakes remain the property of Iced Creations Cakes until final payment is received.
 - If the final payment is not received by the date due, Iced Creations Cakes reserves the right to hold the order until payment is made in full.
 - Where the payment is late, Iced Creations Cakes accepts no responsibility for any stock or decorative requirements agreed, which may not be available. Iced Creations Cakes will endeavour to create a cake as close to the original requirements as possible with no liability due to late payment.

Order Process for Wedding Cakes

- A minimum of 9 – 12 months is required to place an order for Wedding cakes to secure the date required. Short notice cakes may be accepted if timescales permit and the date is available.
- Design of cakes will need to be confirmed as part of the order process. Where they are not confirmed by the customer, Iced Creations Cakes will not be held responsible due to time required to create exact design.
- A booking fee of £100 is required on placement of order for all Wedding cakes. This will be deducted from the final balance payable. Booking fees are non-refundable and non-transferable.
- A detailed order confirmation email will be issued confirming the order along with an invoice detailing the final balance and payment details. It is the responsibility of the customer to ensure payment is on time.
- Final balance payment is due 1 month prior to the Wedding date. All cakes remain the property of Iced Creations until final payment is received.
 - If the final payment is not received by the date due, Iced Creations Cakes reserves the right to hold the order until payment is made in full.
 - Where the payment is late, Iced Creations Cakes accepts no responsibility for any stock or decorative requirements agreed, which may not be available. Iced Creations Cakes will endeavour to create a cake as close to the original requirements as possible with no liability due to late payment.

Sample Cake Boxes

- A sample cake box can be ordered from me at a cost of £25. This includes postage and packaging.
- This cost will be deducted from the final balance of you cake should you decide to order with me.

Equipment Hire

- Any cake stands or equipment hired from Iced Creations Cakes will incur a small fee of £10, plus a holding deposit of £50 or £100, depending on the replacement value of the item.
- The holding deposit will be refunded to you once the stand / equipment is received back in the condition it was hired to you. It is your responsibility to return the equipment hired back to Iced Creations Cakes within 7 days of hiring. If there are any signs of damage or of the stand being in an unfit condition, Iced Creations Cakes reserves the right to retain the full deposit to cover the cost of replacement

Collection / Delivery

- Celebration Cakes can be collected at a prearranged time and date. No responsibility will be accepted by Iced Creations Cakes for the cake once it has left the premises. It is advised that any cake two tiers or more, is delivered and not collected.
- Wedding Cakes will be delivered, on the day agreed in the order confirmation to the address of the venue provided.
- When delivering to a venue, Iced Creations Cakes will contact the venue in advance to arrange a mutually convenient time for delivery.
 - Iced Creations Cakes will set up the cake at the venue, a photograph of the cake will be taken before leaving and, where possible, a signature will be obtained from the venue confirming the cake has been received in good condition.

- Should the venue need to set up the cake themselves, an explanation regarding how the cake is to be displayed will be provided and, where possible, a signature will be obtained as verification.
- Once the cake has been delivered and set up, Iced Creations Cakes are unable to accept any liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided

Amendments

- The customer may, amend the design of the order by providing written notice. In the case of alterations, a new order confirmation will be issued detailing the changes and the new cost. Alterations are not confirmed until a new order confirmation has been issued.
- Due to timelines in creating designs any alterations requested after the final balance has been paid will be charged at the original price

Cancellations

- Should you need to cancel your order please email Icedcreations@outlook.com clearly marked with 'cancellation' as the subject.
- On receipt of the cancellation request, the customer will be sent a confirmation detailing any charges/refunds applicable. Any charges incurred must be paid by the customer within 7 days of the confirmation receipt date.
- In the event of a postponement, the payment due will remain the same. Subject to date availability, Iced Creations Cakes will carry the monies paid forward to the new event date. Please be aware this can only be done on one occasion. Any further postponements will be classed as a cancellation
- In the unlikely event that Iced Creation Cakes need to cancel your order, any monies paid will be refunded. Iced Creations Cakes reserves the right to cancel, vary or suspend the operation of this contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing): fire, floods, storm, plant breakdown, strike, lock outs, riot, hostilities, non-availability of materials or supplies or any other event outside of Iced Creations Cakes control. Iced Creations Cakes shall not be liable for any breach of contract resulting from such an event
- The cancellation costs and notice period take into consideration any design work created, equipment or tools purchased and confirmation date of the event held.

Celebration Cakes

Cancellation Notice Period	Cancellation Cost
Greater than 14 days	Booking Fee Only
14 days – 7 days	Booking Fee plus 50% of remaining cost
7 days or less	Full Payment Required

Wedding Cakes

Cancellation Notice Period	Cancellation Cost
Greater than 3 months	Booking Fee Only
3 months – 1 month	Booking Fee plus 50% of remaining cost
1 month or less	Full Payment Required

Complaints

- Complaints are very rare and, due to the amount of work put into each individual cake, are taken seriously. Any issues must be brought to our attention within 48 hours of collection or delivery of the cake to enable a fair opportunity to assess the complaint.
- Full refunds will never be given for any cake which has been consumed regardless of dispute, as consumption of the cake is viewed as the customer acceptance that the cake is adequate for the purpose for which it has been supplied.
- Iced Creations Cakes can only deal with the customer who placed the original order.

Insurance

- Iced Creations Cakes is covered by both Public and Product Liability Insurance.

Publication

- Iced Creations Cakes reserves the right to publish any digital designs created or images of completed cakes, via social media platforms or in any future publications.

The Data Protection Act

- Iced Creations Cakes use the information you provide to carry out the brief provided by you, the customer. Iced Creations Cake use of that information is subject to instructions, the Data Protection Act 1998 and our duty of confidentiality and GDPR.