

## Henry's Kitchen Cakes T&Cs.

### Standard Terms and Conditions of Trading

These terms form the basis of the contract between our customer and Henry's Kitchen. These Terms, your Order and your Order confirmation are considered by us to set out the whole agreement between you and us for the sale of cakes. It is your responsibility to check all details in the order confirmation are complete and accurate as this is the document we work to when completing your order.

### Basis of Sale

Any samples, drawings, or descriptions we issue and any descriptions or illustrations contained on our website are issued solely to provide you with an approximate idea of the cakes they describe and remain the property of Henry's Kitchen.

Quotations are valid for a period of 30 calendar days from the day of issue. Cake sizes quoted are in inches and are based on the diameter of the cake. Cakes are 3 1/2 to 4 inches deep as standard. If you would like a deeper cake this needs to be requested at the time of booking.

No contract is made with you until we have received your booking fee. Once your booking fee has been received you are in a legally binding contract Henry's Kitchen.

### The Cakes

We warrant that on delivery or collection the Cakes shall conform to their description as set out in the Order Confirmation, be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. We will not be held responsible for customer disappointment of the design or the interpretation of the cake as long as it is made in line with the customer's pre agreed requirements set out in the order confirmation and will face no consequent liability. It is the customers responsibility to ensure all details within the order confirmation and sketch are correct and meet their exact requirements.

The warranty does not apply to any defect in the Cakes arising from willful damage, accident, negligence by you or any third party, if you use the cake in a way we do not recommend, your failure to follow our instructions or any alterations you carry out.

Our cakes are made in an environment where nuts, egg, milk, gluten and other allergens are present. We cannot guarantee that any cake is entirely nut free although we make every effort to ensure that allergies are accommodated.

We cannot guarantee an exact replica of any cake but we will do our best to make it so. Where colour swatches are provided we will do our best to match as close as we deem possible. Exact colour matches are not guaranteed.

Fresh flowers are not included in the price of any wedding cake design. If a wedding cake is to be dressed with fresh flowers these are to be provided by your florist. NB. Please note some flowers are not suitable for use as a cake decoration. Ask your florist for details regarding toxicity. We cannot be liable for any contamination to our food product that may arise from their misuse. We recommend that your florist liaise directly with us to confirm detail about the size of cake being dressed to avoid any miscommunication.

If your cake contains figures made from sugar paste, whilst edible, we do not advise that they be eaten, due to the possible presence of dowels for reinforcement. All of our figures are handmade, and therefore, whilst we try to capture the characteristics of a particular person if requested (such as with eye colour, hair colour, hair length, glasses etc), we cannot guarantee a true

likeness. It is your responsibility to provide images for our reference. If images are not provided standard figures shall be used.

Stacked cakes contain dowels in each tier to provide support and these should be removed before consumption.

The cake is a fresh product containing no additives or preservatives and it is our right to assume consumption on the day requested. Cakes should be stored in a dry place, at room temperature, away from direct sunlight and sources of heat in the box provided. They should NOT be refrigerated.

Henry's Kitchen and the customer expressly agree that the cakes and all goods purchased from Henry's Kitchen remain the property of Henry's Kitchen until paid for in full.

### **Delivery and Collection**

All orders may be collected free of charge from Henry's Kitchen by prior arrangement. We accept no responsibility for any damage sustained to the cake once it has left the premises.

If delivery has been requested we will deliver the cake on the day set out in the order confirmation to the address provided. We do not offer specific delivery times. Henry's Kitchen will always do the best it can to ensure delivery dates agreed are achieved for the provision of the goods or services however the Company cannot accept liability for delays and time shall not be of the essence.

When delivering to a wedding venue, we will contact the venue in advance to arrange a mutually convenient time for delivery. If we set up the wedding cake we shall take a photograph of the cake before leaving and, where possible, obtain a signature from the venue confirming the cake has been received in good condition. Should the venue need to set up the cake themselves we shall explain how the cake is to be displayed and where possible obtain a signature to verify we have done so. Once the cake has been delivered we are unable to accept and liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided.

If the cake is delivered with a stand, a security deposit will be payable with the final balance. The stand must be returned to us in a good, clean condition within 3 days of the wedding. Upon the return of the stand the deposit will be refunded.

### **Price and Payment**

The price of your cake will be as set out in your order confirmation. No Vat is payable on the cakes. A 25% booking fee is required for wedding cake orders (subject to a minimum of £75) and a £25 booking fee for all other cakes. For Wedding Cakes a detailed order confirmation will be issued detailing the final balance and payment details. No further payment reminders will be sent and it is the responsibility of the client to ensure payment is on time.

Please note all booking fees are non refundable and non transferable.

The balance must be paid in cleared monies no later than the date set out in the order confirmation by bank transfer to the account specified, cash or payment by debit or credit card. If paying by debit or credit card please allow 3 working days for payment to clear. Late payments will incur a £25 charge.

If payment is not received by the date specified this shall be constituted as breach of contract by the client. We reserve the right to hold the order until payment is made in full. When payment

is late we accept no responsibility should we be unable to purchase the required stock or equipment to make the cake as laid out in the order confirmation. In these circumstances the cake will be made as close to the order confirmation as possible with no redress or liability on Henry's Kitchen.

#### **Cancellation, postponement and alterations**

In the event of a cancellation by yourselves, charges are as follows;

More than ninety days prior to the date = booking fee only.

Ninety days to one calendar month prior to the date = booking fee plus half the remaining cost.

Less than one calendar month prior to the date = full amount

Any payments previously made are not refundable.

In the event of a postponement, the payment due remains the same as a cancellation. Subject to availability we will carry the monies paid forward to the new wedding date. Please be aware that we will only do this on one occasion. Any further postponements will be classed as a cancellation.

You may, prior to 8 weeks before the wedding day, or 7 days for celebration cakes, amend or cancel your order by providing us with 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. Should you make any changes after that time there will not be a reduction in the price you pay, even if your new design is cheaper than the original booking.

In the unlikely event that we need to cancel your order any monies paid will be refunded. Henry's Kitchen 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 the control of Henry's Kitchen and Henry's Kitchen shall not be liable for any breach of contract resulting from such an event.

Henry's Kitchen's liability (both in contract and tort) in respect of defects in goods or services shall be limited to the issue of a credit note in respect thereof or granting a refund or other such compensatory measures as Henry's Kitchen, at its discretion, considers appropriate in the circumstances and shall be limited to the value of the goods or services giving rise to the claim.

Henry's Kitchen Company shall not under any circumstances be liable for the customer respect of indirect consequential loss or damage or loss of profits, provided always that these conditions do not exclude or restrict Henry's Kitchen's statutory liability for death or personal injury arising from any negligence on Henry's Kitchen's part or liability imposed by statutory implied terms in Consumer Contracts.

#### **Complaints -**

Complaints are very rare and due to the amount of work put into each individual cake we take them very seriously. Any issues must be brought to our attention with 48 hours on collection or delivery to give fair opportunity to assess the nature of the complaint.

Both Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the

intended content thereof and providing the other party with a prior opportunity to resolve any issues between the parties amicably.

Complaints regarding the decoration of celebration cake can be easily repaired so errors of this nature must be pointed out upon delivery/collection so as to give us the opportunity to correct them. Once payment has been handed over this confirms that decoration is as requested and no further claims can be made. Wedding cake clients will be sent a detailed sketch of their wedding cake prior to the wedding. It is the clients responsibility to check that this meets with their requirements and raise any issues with us if there are any discrepancies.

Where the complaint is in regards to the quality of the cake then the cake, or remainder of the cake/tier, must be returned to us as soon as possible after cutting and within 48 hours of collection/delivery to ensure that we are able to fairly assess the nature of the complaint.

Please note we can only deal with the client who placed the original order.

### **General Terms**

All designs and intellectual property rights remain the property of Henry's Kitchen.

We reserve the right to use images of your cake for any form of advertising including web based promotions, brochures, galleries and competitions. It is advisable that you make a copy of all documentation received from Henry's Kitchen for your own benefit.

This Agreement together with Order Confirmation documents provided constitute the entire agreement and understanding between the parties relating to the order. Except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement. Nothing in this paragraph excludes any liability for fraudulent misrepresentation.

In the event that any one or more such provisions of this Agreement should be deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions thereof which shall be construed as if such invalid or unenforceable provisions had not been inserted.

The parties agree to submit to the non-exclusive jurisdiction of the English courts.

Any headings utilised in this Agreement have been inserted for the convenience of reference only and should in no way restrict or otherwise affect the construction of the terms and conditions hereof.