**Pretty Special Cakes - Terms and Conditions**

All sales made between you “the customer” and the cake decorator “Pretty Special Cakes” for products and services, including all cakes, baked goods and cake classes will be subject to the following terms and conditions.

Please read them carefully as they constitute an agreement between the customer and Pretty Special Cakes.

1. **Bookings** 
   1. Bookings may be made via the website, over the phone, email or via social media.
   2. Bespoke cake requests should include completion of a Contact Form via the website.
   3. Bookings for cake classes must be made via the website.
2. **Payments**
   1. A £10 non-refundable deposit is required for all cake orders to secure your order date.
   2. The final balance of your cake should then be paid in full one week prior to collection.
   3. Bookings made within one week of collection should be paid in full upon booking.
   4. The due date for payments will clearly be stated on your invoice – please make a note of the payment due date and ensure timely payment.
   5. If the final payment is not received 1 week before your event, then we have the right to cancel your booking. The booking fee paid to secure your date is non-refundable and non-transferable and we may no longer be able to accommodate your booking.
3. **Cake Decorating Classes** 
   1. Enrolment and Availability: Our cake decorating classes are in high demand, and spaces are limited. To secure your spot, we recommend enrolling as early as possible. Enrolment is subject to availability on a first-come, first-served basis.
   2. Non-Refundable: Please note that all class fees are non-refundable. Once payment has been made, we are unable to provide refunds or transfer your enrolment to another class. We apologize for any inconvenience this may cause.
   3. Rescheduling: In the event that you are unable to attend a class after enrolling, we may be able to accommodate a one-time rescheduling request if we are notified at least 14 days prior to the scheduled class date. Rescheduling is subject to availability and at our discretion.
   4. Cancellations: While we strive to avoid cancellations, there may be rare circumstances beyond our control that force us to cancel a class. In such cases, we will provide a full refund to all enrolled participants or offer an alternative class date, whichever you prefer.
   5. Minimum Age: Our classes are designed for participants aged 16 years and above. For safety and liability reasons, we are unable to accommodate children under this age limit. Participants under the age of 16 years must be accompanied by a paying adult.
   6. Please advise us of any allergies or dietary requirements upon making your booking.
   7. Class Materials: The techniques, designs, recipes, and any other materials provided in our cake decorating classes are protected by copyright and other intellectual property rights. You may not reproduce, distribute, or use these materials for commercial purposes without our explicit written consent.
   8. Photographs and Videos: We encourage you to capture memories during our classes. However, please obtain permission from all participants involved before sharing or publishing any photographs or videos that include our products, services, or classes.
4. **Cake Details** 
   1. Please check all details in your booking form before submitting it especially; cake tier sizes, flavour choices, spellings of names, allergen information, delivery time (if applicable) and contact numbers – please advise us of any changes as soon as possible.
   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.
   3. Any personalized decorative elements such as cake toppers, printed icing or cake charms, will be ordered as per the details on the booking form so please check all name spellings and numbers carefully
5. **Making Alterations** 
   1. We are happy to make alterations to your cake design and order up to 14 days prior to your event date. Whilst every effort will be made to accommodate changes to the design, please note that changes within 14 days of the event cannot always be guaranteed.
   2. Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work agreed.
6. **Collection of Celebration Cakes**
   1. Your order may be collected at a pre-arranged time.
   2. Cakes that are collected by the customer are always boxed for transportation.
   3. We do not take any responsibility for any damage that may occur to the cake once it has left us.
   4. We advise cakes to be placed on a level, steady surface for transport e.g., in a clean, clear space in the boot of your car, on non-slip matting. We are happy to place the cake safely in the car for you if required. The cake should then be stored in the box at room temperature and out of direct sunlight.
   5. You must adhere to the collection time slot that has been prearranged. If you do not collect the cake when agreed, it will only be available to collect later at a time that is suitable for us. Failure to turn up for the collection at the agreed time may result in you not being able to have the cake on the day that was arranged.
7. **Delivery Of Celebration Cakes**
   1. Delivery is sometimes available for celebration cakes.
   2. Delivery is recommended for cakes of two or more tiers for safe delivery and set up.
   3. If delivery is agreed, we will deliver your cake to your venue or home at a pre-arranged time.
   4. The customer should advise the venue of the cake delivery time.
   5. If the delivery time needs to be changed, please advise us as soon as possible but at least 48 hours in advance – we cannot always guarantee a change of delivery time will be possible.
   6. Delivery and Set up costs will be made clear on your invoice.
   7. It is your responsibility to ensure you have given us the correct delivery information and delivery time. This will be on your cake booking form so please check it carefully.
   8. We will always to our best to deliver a cake on time as arranged. However in the rare case that circumstances prevent this from happening (e.g severe weather, public unrest or other unexpected events) you may need to collect your cake yourself.
   9. Please ensure that the delivery location and set up details are made clear to us prior to delivery.
   10. The cake should be set up in a suitable location at your venue, on a stable flat surface which is capable of taking the weight of the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by passing guests.
   11. We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day.
   12. We also reserve the right not to use a cake stand provided by the venue if we feel that it would not safely support the weight of the cake.
   13. Please ensure that the display location is level, stable and strong enough to hold the cake
   14. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.
8. **Non-Edible Elements & Shelf Life** 
   1. **S**ometimes our cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to you/the venue.
   2. As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give you/the venue written information concerning any non-edible elements that need to be removed.
   3. Our cakes are made with fresh ingredients and do not include the preservatives or additives which supermarket cakes include – therefore we recommend that they should be eaten within two days of the event to be at their best.
9. **Allergens & Special Dietary Requirements**
   1. The customer should notify us of all allergies or special dietary requirements should be when ordering a cake. It is the customer’s responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake.
   2. Unless otherwise stated, all cakes contain; gluten, dairy and eggs and are made in an environment that handles; nuts, soya, and alcohol.
   3. Gluten-free, nut-free, and dairy free cakes can sometimes be made on request; however, we cannot guarantee that these cakes will not contain trace amounts of these ingredients due to the nature of the product.
   4. We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our cakes.
   5. We will provide full allergen information with the cake upon collection/delivery.
   6. Pretty Special Cakes accepts no liability for customers suffering allergic reactions from eating our cakes.
10. **Publication & Promotional Rights**
    1. Pretty Special Cakes is the sole designer and owner of the final cake design. All rights in any original designs created and designed by the company shall remain the exclusive property of the company.
    2. From time to time our designs are published in the media e.g., magazines, websites, and blogs. We 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.
    3. 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.
    4. 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.
11. **Cancellations/Refunds**
    1. There may be a rare occasion when Pretty Special Cakes needs to cancel an order due to exceptional circumstances beyond our control e.g illness or a serious event affecting our ability to provide your cake.
    2. 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.
12. **Change Of Event Date**
    1. If 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.
    2. If we cannot find a suitable alternative date, and you do not wish to revert to your original date, then the booking will be classed as a customer cancellation and our cancellation terms will apply.
13. **Complaints** 
    1. In the unlikely event there is an issue with your cake, it must be brought to our attention within 24 hours of the cake being delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.
    2. The cake itself should be returned to us so that we can assess the issues.
    3. For any complaints we can only deal with the person who booked the cake originally.
    4. You must give us an 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.
    5. Once a solution has been reached, you agree not to post any defamatory comments or pictures on online forums or social media at any point in the future.