

TERMS AND CONDITIONS

RUSTIC CAKE BY ANNIE

1. INTRODUCTION to TERMS & CONDITIONS

- 1.1. Rustic Cake by Annie is a sole-trader business in Scotland, registered at Flat 3, 6 Arneil Drive, Edinburgh, EH5 2GR.
- 1.2. Rustic Cake by Annie is a home-based baking business that serves the sole purpose of selling and providing customers (“you” or “your”) with celebration cakes and wedding cakes.
- 1.3. The website **cakebyannie.co.uk** (“website”) is owned and operated by Rustic Cake by Annie (“us”, “our” or “we”) and serves as the primary means for cakes to be ordered.
- 1.4. We reserve the right to update or amend these Terms & Conditions at any time.
- 1.5. When ordering a cake, by clicking the “submit” button you indicate your acceptance of this Agreement, you represent that you have read, understood and agree to be bound by this Agreement.
- 1.6. If you do not agree to (or cannot comply with) any of these terms and conditions, do not click the “submit” button.
- 1.7. If you do not agree to (or cannot comply with) any of these terms and conditions, you will be unable to order a cake from us.
- 1.8. You will be subject to the policies and Terms and Conditions in force at the time that you order Products from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we send you the invoice (in which case we have the right to assume that you have accepted the change to the Terms and Conditions).

2. PLACING ORDERS

- 2.1. Orders can only be processed that are placed online.
- 2.2. After placing a successful order online, you will be provided, via email, with an order confirmation and an invoice with unique invoice number (sent via PayPal). Please check your copy of the order carefully and let us know if any items are incorrect.
- 2.3. We cannot guarantee to satisfy all orders placed on our website and we reserve the right to refuse any given order irrespective of the amount of advanced notice given.
- 2.4. If we cannot satisfy and must refuse your order, you will be notified via email.

3. REQUIRED ORDER NOTICE & PROCESSING PAYMENT

- 3.1 When you order cake you will receive an invoice from us, sent via PayPal.
- 3.2 All payments must be made online via PayPal.
- 3.3 Minimum order times dictate the required amount of time for us to resource and produce your cake.
- 3.4 Payment deadlines dictate the latest time at which a payment is expected. Once payment has been received, a legally binding agreement upon the terms set out in these Terms & Conditions will become effective. If payment is not received by the specified payment deadline, we reserve the right to cancel your order *and* retain the 25% deposit paid.

3.5 At our discretion and in consultation with individual customers, late orders (after the minimum notice and payment times) may be considered.

3.6 Table:

Order type	Order notice required <i>Minimum amount of time that order must be placed prior to delivery or collection time</i>	Deposit payment deadline <i>Latest time at which a deposit of 25% of the total payment amount must be received prior to delivery or collection time</i>	Full payment deadline <i>Latest time at which payment of the total amount must be received prior to delivery or collection time</i>
EVENT cake tables (3-4 cakes)	2 weeks	Upon receipt of invoice	1 week
WEDDING cakes	2 months	Upon receipt of invoice	1 month

4. CHANGES TO ORDER

4.1 Changes to orders may be requested and we will try to accommodate you. Additional charges may apply for any changes.

5. CANCELLATIONS

5.1 Cancellations are accepted on all orders.

5.2 The amount of total payment refunded to you is dependent on the time of cancellation.

5.3 If you cancel your order of an EVENT cake table (3-4 cakes) celebration cakes with less than 1 full weeks' notice, we reserve the right to retain the total payment amount.

5.4 If you cancel your WEDDING CAKE order with less than 1 full months' notice, we reserve the right to retain the total payment amount.

5.5 Table:

Order type	Cancellation notice required <i>Minimum amount of time that your order must be cancelled prior to delivery or collection time in order to receive a refund</i>	Refund paid <i>The amount of refund you will receive given the required notice is given</i>
EVENT cake tables (3-4 cakes)	1 week	75% of total payment amount (25% deposit will be retained)
WEDDING cakes	1 month	75% of total payment amount (25% deposit will be retained)

5.6 In all cases, refund will be made to the same payment method as was used to place the order.

6 DELIVERY AND COLLECTION

- 6.1 Where delivery is requested, it is the customers responsibility to ensure a complete and correct address is supplied, along with a correct phone number for contact. It is also the customer's responsibility that there is someone to accept the delivery at the address. We cannot accept responsibility for late or missing deliveries due to insufficient or incorrect information supplied, or because there is no-one available to accept delivery.
- 6.2 As far as possible, we will try to accommodate your specified delivery time. However, as we are home business and have restricted access to vehicles, your cake(s) may need to be delivered at a different time. If this is the case, we will contact you to negotiate a delivery/collection time that is mutually agreeable.
- 6.3 We deliver and are available for collections from Monday to Saturday only. If you have requested a delivery or wish to arrange for collection on a Sunday, we will contact you to arrange for delivery/collection on the preceding Saturday.
- 6.4 At the point of delivery or collection, your cake(s) will be at your risk and you accept responsibly for the condition of your cake(s).
- 6.5 The cost of delivery is free for all EVENT cake tables and WEDDING CAKES orders to be delivered within the following zone:

All postcodes beginning:	EH1, EH2, EH3, EH4, EH5, EH6, EH7, EH8 and EH9
Postcodes beginning (where the delivery address is within the bounds of the Edinburgh City Bypass)	EH10, EH11, EH12, EH13, EH14, EH15, EH16 and EH17

- 6.6 Delivery of EVENT cake tables or WEDDING CAKES out with the delivery zone (6.5) will be charged at an additional cost of 50p per mile for each extra mile travelled, provided that the delivery address is within a 25 mile radius of Edinburgh City Centre.
- 6.7 Orders where the delivery address is beyond 25 miles of Edinburgh City Centre will not be accepted.

7 PRICING

- 7.1 For EVENT cake tables, the price that we charge you will be as listed on our website.
- 7.2 For WEDDING CAKES, the prices on our website should be used as a guide. Prices on our website represent cakes comprised of plain Victoria sponges with no additional extras. Each WEDDING CAKE price is unique and calculated based upon cake size, ingredients, time and additional extras, e.g. flowers.
- 7.3 If any price on our website or in an invoice we send you is obviously incorrect, we are under no obligation to accept payment of the incorrect price (if the incorrect price is lower) where the mistake is obvious and could have been reasonably recognised by you as an incorrect pricing.
- 7.4 If you request a cake to be made using organic ingredients, the overall price of your cake will be increased and you will be notified of the cost prior to being sent an invoice.
- 7.5 We reserve the right to make price changes to our cakes without prior notice. Such changes will not affect customers whose orders has been received before the time that the price change

was made.

8 CONSEQUENTIAL COSTS

8.1 We will make every effort to fulfil your order correctly. In the unlikely event that this does not occur, we do not accept any responsibility for consequential costs incurred due to errors made with products supplied or delivered. This does not affect your statutory rights.

9 QUALITY

9.1 Images of cakes on our website are for illustrative purposes only. Any cake you receive from us may be of a different colour and be topped or decorated differently from cakes on our website.

9.2 Whilst every effort has been taken to ensure that photos used on our website accurately reflect the colourings of all cakes, we cannot guarantee that the cake(s) you receive will match the colourings you saw on our website as the screen settings and resolution on the computer or device you used to view our website may significantly alter the colour of our images. It is also possible that the available fresh ingredients we have used in any given cake may produce slight variations in cake colourings.

9.3 We take pride in the appearance of our cakes and make every effort to ensure the aesthetic appeal of each cake we produce. However, the fruits, nuts and floral topping we use on our cakes may differ from images on our website as we are often restricted by availability and seasonal choice. We reserve the rights to replace unavailable fruits, nuts and floral toppings with those of equal or better quality.

9.4 You will be shown your cake(s) at the point of delivery or collection at which point you may highlight any obvious defects in the cakes overall quality. However, we cannot refund any given cake on the basis that it does not meet the aesthetic you were expecting based on your viewing of images on our website.

9.5 We endeavour to meet the taste expectations of all customers but as taste is subjective, we cannot refund any given cake because you don't like the taste of it.

10 ORGANIC OPTIONS

10.1 All cakes labelled as being an organic option contain 95% organic ingredients as a minimum.

10.2 All cakes labelled as being an organic option are made in a kitchen that stores and uses non-organic foods and ingredients. Consequently, we cannot guarantee the omission of traces of non-organic foods in cakes made using organic ingredients.

10.3 All cakes labelled as being an organic option are made using equipment that is also used to produce cakes using non-organic foods and ingredients. Consequently, we cannot guarantee the omission of traces of non-organic foods in cakes made using organic ingredients.

11 SUGAR FREE, GLUTEN FREE AND DAIRY FREE OPTIONS

11.1 All cakes labelled as being sugar free, gluten free or dairy free options are baked in a kitchen that stores and uses foods and ingredients containing allergens. Consequently, we cannot guarantee the omission of allergens in cakes labelled as being sugar free, gluten free or dairy free.

11.2 All cakes labelled as being sugar free or dairy free options are made using equipment that is also used to produce cakes using ingredients containing allergens. Consequently, we cannot guarantee the omission of allergens in cakes labelled as being sugar free or dairy free.

- 11.3 All cakes labelled as being gluten free options are made using equipment that is only used to produce gluten-free cakes.
- 11.4 All cakes labelled as being dairy free options are made using equipment that is only used to produce gluten-free cakes.

12 FLOWERS

- 12.1 If you ask us to source and add flowers to your cake, you accept that we are limited by seasons and the availability of flowers.
- 12.2 We cannot guarantee that flowers will be available in particular colours or sizes.
- 12.3 Requests for flowers to be added to any cake must be made at the time of ordering. Otherwise, we cannot guarantee to satisfy your request.

13 CAKE STAND HIRE

- 13.1 Cake stand hire is included in the cost of both WEDDING CAKES and EVENT cake tables.
- 13.2 All cake stands are our property and must be returned after your WEDDING or EVENT.
- 13.3 If you hire any of our cake stands you will be charged a refundable security deposit which will be returned to you once the stand has been collected undamaged.
- 13.4 We will retain your security deposit if the cake stand has been broken or visibly damaged beyond our use for future weddings or events.
- 13.5 The amount that we charge you will be as listed on our website.
- 13.6 If any price on our website or in an invoice we send you is obviously incorrect, we are under no obligation to accept payment of the incorrect price (if the incorrect price is lower) where the mistake is obvious and could have been reasonably recognised by you as an incorrect pricing.
- 13.7 We reserve the right to make changes the cost of our cake stand hire without prior notice. Such changes will not affect customers whose orders has been received before the time that the price change.

14 WEBSITE

- 14.1 Trademarks – Rustic Cake by Annie and other marks and logos are trademarks of Rustic Cake by Annie.
- 14.2 Copyright – all content on our website such as text, graphics, logos, images and videos is the property of Rustic Cake by Annie or its content suppliers. The compilation of all content on our website is the property of Rustic Cake by Annie. Our website or any portion of our website may not be reproduced, duplicated, copied, sold, or otherwise exploited for any commercial purpose that is not expressly permitted by Rustic Cake by Annie.

15 LAW

- 15.1 This Agreement is only for the benefit of you and us and no other person can claim a benefit from this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 which Act shall not apply to this Agreement.

15.2 This Agreement represents your entire agreement with us. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Scots Law governs this Agreement, and you expressly agree that the Scottish courts shall have exclusive jurisdiction over any claim or dispute between you and us.

CUSTOMER SATISFACTION

We hope you are more than satisfied with any cake you buy from us.

If you are not entirely satisfied with your purchase or the standard of our service you can contact us via email or post.

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Edinburgh

EH5 2GR

Email orders@cakebyannie.co.uk

We will endeavour to give all concerns and complaints our urgent attention. Your complaint will be acknowledged within 5 working days and we will endeavour to resolve the matter within 15 working days.