



Heart and Soul Cakes, Old Stables, Walkers Farm, White Roding, Essex, CM6 1RX  
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## **Celebration Cake** **Terms and Conditions**

### **Introduction**

Please read these terms of sale carefully. By paying your booking fee to confirm your order with Heart and Soul Cakes you are agreeing to the following terms and conditions.

No contract will come into force between you and us unless and until we accept your order in accordance with the terms detailed below.

### **Terms**

1. Your initial booking fee reserves your event date and is **non-refundable**.
2. We must receive the final balance one week prior to your event date that is indicated, or the contract is null and void, and the booking fee will not be refunded.
3. Balance of Celebration cakes must be paid in full 1 week prior to your cake collection/delivery.
4. The date of your final payment of the balance; is the final date for any changes of the size, style or flavours of the cake. Any changes requested after this date cannot be guaranteed and may be subject to additional charges.
5. Payments can be made in cash, bank transfer, cheque, credit card or PayPal. Card and PayPal payment charges will apply. All cheques must be made payable to Heart and Soul Cakes.
6. If you decide to cancel a contracted order, Heart and Soul Cakes will retain the booking fee as liquidated damages. The deposit may be applied to future orders if scheduled within one calendar year from the original contract date at the discretion of Heart and Soul Cakes.
7. Price stated on your invoice is based on collection unless otherwise stated on the invoice.
8. We are not responsible for any damage to the cake after collection/set up is complete. You are responsible for providing appropriate and secure transport which should be in a car in the boot or passenger footwell as this is the only flat area of the car. Cakes should not be transported on laps. You also should make sure when setting up that the table and environment for the cake(s) are stable.
9. If flowers are provided by an outside source, you acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt or other contaminants.
10. If you collect your cake(s) you assume all liability and responsibility for the condition of the cake once it leaves Heart and Soul Cakes possession.
11. On occasion we will photograph our cakes and we reserve the right to use any photographs for display or promotion without compensation to you.
12. Our products may contain or come into contact with milk, wheat, nuts, soy, and other allergens. You agree to notify your guests of this risk and hold us harmless from allergic reactions.
13. Performance of this agreement is contingent upon the ability of Heart and Soul Cakes to complete the agreement and is subject to, accidents, Acts of God, and other causes beyond our control.

