



The Yummy Pudding Company Terms and Conditions

All sales made by The Yummy Pudding Company are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to contact us.

Please be aware that by paying the deposit (see 2. Deposits) you are agreeing to the following terms and conditions.

1. Consultations and Tasters

As of March 2021 I will no longer be including face to face consultations/design and taster sessions as part of my service. The majority of orders will be dealt with via email or by arranging an online chat.

1.1. All tasters will be posted, unless you are local to CA13 postcode in which case you are welcome to collect them. They will be available at selected dates throughout the year and couples will be contacted to arrange this. They are charged at £25 + £8.95 for next day delivery. Tasters can not be made on request.

1.2. Tasters include a choice of 6 different flavours of your choice which will be packaged in cake pots. If you wish to taste more flavours, for an additional £25 (plus postage) we can make a further 6 flavours of your choice.

1.3. Please advise us of any allergies or specific dietary requirements when booking your tasters and we will try to accommodate as best we can.

1.4. If you think you require a face to face consultation they can be made by appointment via email, subject to availability. They will be charged at £15 per half hour and held at my address in Cockermouth. Consultations will not be available throughout the months of May to September. Tasters cannot be arranged to be collected at consultations.

1.5. All couples will be invited to an online chat appointment, if they so wish, which can be made by appointment only. They will be limited to an hour and subject to availability. If any technical difficulties occur during the appointment, an alternative date and time will be arranged.

1.6. All couples will receive a digital sketch of their design. This sketch remains our property until a deposit has been paid, after that we will send a copy of the design to you.

2. Deposits

2.1 "Deposit" means a sum of money paid by you to us at the commencement of this agreement to secure the services of The Yummy Pudding Company for a specific date for your event. The deposit

also covers consultations, sketches and other work associated with the booking which is done prior to the event.

2.2. All wedding cake orders require a non-refundable deposit of £100, or for orders less than £250 the deposit is £50. For cakes with less than 4 weeks notice the full cost of the cake must be paid at time of booking.

2.3. All deposits must be paid within 7 days of the invoice being sent, dates cannot be held open without a deposit. After 7 days, if no deposit has been received then the event date will be released and another booking may be taken, which may mean we are no longer able to accommodate you.

2.4. All orders are only confirmed when the deposit has been paid. Please note that all deposits are non-refundable and non-transferable.

2.5. We will provide you with a rough quote for the cake after your initial email which is valid for a period of 7 calendar days. After this time we have the right to recalculate based on our current prices.

3. Final Payments

3.1. All balances are due 4 weeks before your event. A reminder will be sent a week before the final balance is due (during busy periods there may be a slight delay on this).

3.2. If this payment is not received 28 days before your event then we have the right to cancel your booking. The deposit is non-refundable and non-transferable.

3.3. Payments can be made in instalments if you wish, but for administration purposes, this would be in a maximum of 4 instalments.

4. Orders

4.1. I take on a maximum of 2 wedding cakes on Saturday's so that I can give each cake the love and attention that it deserves. Therefore I have a minimum spend of £500 (not including deliver and set up) for a fully iced bespoke cake and £450 for a semi naked cake for all Saturday dates.

4.2. All my cake sizes are calculated based on finger portions which are 1"x1"x the depth of the cake which will be approximately 6" deep as standard. You are more than welcome to opt for dessert portions (1"x2") if you wish to serve your cake as your main dessert but please bare in mind this will be a much larger cake and the cost will reflect this.

4.3. We are happy to make alterations to your order up to 4 weeks prior to your event date. Whilst every effort will be made to accommodate the changes, please note that changes within 4 weeks of the event cannot always be guaranteed. In the case of an alteration, a new order confirmation will be issued detailing the changes and new cost which will be calculated based on the prices in force at the time of the amendment.

4.4. Prior to final payment we will send over a confirmation of all the details for your booking. Please take the time to check your the details carefully and let us know by return if any changes are needed.

4.5. It is your responsibility to advise us of any alterations to the original order so please check the information and design sketch carefully particularly where any written words/names are included.

We reserve the right to increase a quoted fee in the event you request a variation to the work agreed.

4.6. If your circumstances change and you wish to alter your order after any payments have been made then any moneys paid are non-refundable. This applies if the new quote is less than the amount that has already been paid and we will work to the amount of money paid. If the new quote is greater than the original payment amount then the remaining balance is due immediately.

5. Collection/Delivery & Set Up

5.1. We don't allow for our wedding cakes to be collected as we know how to deliver and set them up safely to ensure nothing happens to them. However, we do allow collection of small single tier cakes, subject to their design, which may be collected at a pre-arranged time.

5.2. We will deliver your cake to your venue at a pre-arranged time. This will be discussed during the online chat consultation and we will advise the venue in advance of our arrival time.

5.3. Delivery is worked out based on the distance in miles there and back and will be included in your quote. Deliveries over 1 hours drive away will be subject to a further charge of £10 per hour (each way) to cover our time.

5.4. The delivery charge also includes our time to set the cake up at the venue.

5.5. It is your responsibility to ensure you have given us the correct delivery information..

5.6. It would be very rare, but on the event day we may be faced with a force majeure e.g. severe weather conditions, public unrest, or other unexpected events that may make delivery to your venue impossible. You can be assured that we would always do our best to deliver as prearranged, but some circumstances would be out of our reasonable control. Please ensure you have adequate wedding insurance to cover this eventuality.

5.7. It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue. We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold 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.

5.8 As our cakes are finished in ganache or buttercream we will aim to set up the cake as late as possible, especially during the warmer months. It is your responsibility to let the venue know that it is a ganache/buttercream cake to avoid it being sat in a heated room.

5.9 If your ceremony and reception are taking place in the same room we will advise that we set up during the room changeover so that we can set the cake up and it wont have to be moved by the venue staff. If the cake is moved by the staff for any reason, we do not hold any responsibility for any damage that may occur to the cake if it is moved by someone other than myself.

5.10. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.

6. Flowers and Non-Edible Elements

6.1. We add flowers ourselves rather than having your florist attach them. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design. This will all be discussed during the booking process if you are having fresh flowers on your cake.

6.2 The cost of flowers will be charged by your florist and it is your responsibility to make them aware that flowers are required for the cake. We will contact them to arrange how much and what we need 4 weeks prior to the date as not all flowers are able to go on a cake for safety reasons. We charge for our time to safely wire and wrap the flowers and arrange them on your cake.

6.3 If you are not having fresh flowers as part of your wedding day but using silk instead then we ask that you are either able to supply us with extra to decorate the cake or if you are happy for us to source our own fresh flowers for the cake then we can discuss this during the booking process and include a cost.

6.4 Most of our stacked cakes will contain non-edible elements such as plastic dowels, wired flowers or cake toppers. We will advise the staff of any non-edible elements that need to be removed during cutting and provide written information about this to the venue. As we will not personally be cutting the cake, we cannot accept any responsibility for any nonedible elements not removed prior to serving.

7. Shelf Life

7.1. We recommend our cakes be eaten within 3 days of the event for them to be enjoyed at their best. The cake should be wrapped in cling film and stored in an air tight container. They can also be frozen but please consume within 1 month.

7.2. Cupcakes should be eaten on the day of delivery.

8. Allergens and Special Dietary Requirements

8.1. All allergy and special dietary requirements should be conveyed to The Yummy Pudding Company during the booking process. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of their cake.

8.2. Unless otherwise stated, all cakes contain; gluten, butter and eggs and are made in an environment that handles; nuts, soya and alcohol. 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 as they are made in a kitchen that handles gluten, nuts and dairy.

8.3. We would recommend anyone with a severe nut, dairy or gluten intolerance does not eat our cakes.

8.4. We will provide allergen information with the cake upon delivery to the venue.

8.5. The Yummy Pudding Company accepts no liability for customers suffering allergic reactions from eating our cakes.

9. Publication and Promotional Rights

9.1. The company, The Yummy Pudding Company, 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.

9.2. From time to time our designs are published in the media e.g. wedding 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.

9.3. 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.

10. Commissioning a Cake That Is Similar To Another Design

10.1. If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot be guaranteed.

10.2. 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. This can be discussed during the booking process or online chat consultation.

11. Display Item Hire

11.1. We have a range of cake stands, platters and other decorative items available to hire for your wedding. The cost of this can be discussed during your consultation.

11.2 We request that you advise of any stands that you wish to provide yourself for the cake to sit on so we can check if we think it will be stable enough. We only use Mosser milk glass stands or tree stumps/slices which are heavy duty and can hold the weight of a tiered cake.

11.3. Any hire is subject to a refundable damage deposit. This varies depending on the cost of the item/s being hired.

11.4. All hire charges and deposits are payable in advance 28 days before the event date.

11.5. Hired items must be returned to us within 2 days of the event date unless previously agreed. If items are not returned within 2 days then the hire deposit will be forfeited. Please consider that another customer may have hired out your item out the following week and we need to have it returned and washed in time for their event so if you know of any breakages or losses please let us know immediately.

11.6. If a late return has been previously agreed in writing then no charges will be made as long as the items are returned by the specified date.

11.7. We do not collect hired items ourselves unless this has been previously agreed. A fee will be charged if we are required to collect hired items ourselves. This will vary dependent on distance to the venue.

11.8. If items are returned damaged then the damage deposit will be forfeited. If the item can be repaired e.g. by obtaining a new part, then only the cost of this part plus an admin fee of £10 will be

charged. If the item is damaged beyond repair then the entire damage deposit will be kept in order to replace the item.

11.9. Please notify us as soon as you can if damage or breakage has occurred so we can assess the situation and advise of the best resolution.

12 Postponements due to a force majeure/Covid-19

12.1. On the rare occasion where a force majeure, such as; extreme weather, public unrest, epidemic/pandemic, unexpected traffic hold ups or a road traffic accident that was not our fault etc, occurs where both parties are unable to complete their part of the contract and the event needs to be postponed, The Yummy Pudding Company will allow the transfer of the order and any monies paid to a new date subject to availability. However this will be treated as a cancellation of the original date and contract and a new booking for the new date will be made, therefore a new quote will be calculated and provided on prices in force at the time of the postponement.

12.2 We will only accept postponements on one occasion. Any further postponements will be classed as a cancellation and new deposit will be required.

12.3 If you need to postpone your wedding due to a force majeure and I am unable to accommodate your new date, a refund of the deposit, less the cost of any work which has already been carried out such as admin, consultations or tasters, will be honoured, however the original date of the wedding must be at the time the force majeure occurred. If you request a postponement that is not at the time of the force majeure then the refund will be forfeited if the new date is not available. You must also ensure that you offer a selection of dates for the new intended wedding date to allow us a fair opportunity to complete our part of the contract. If only one date is provided, or you move it without consulting us, and The Yummy Pudding Company is unable to move your order to the new date then the deposit will be forfeited.

13. Cancellations/Refunds

13.1. Deposits are non refundable and non transferable in the event of cancellation.

13.2. Cancellations with less than 30 days notice are subject to full payment. If this has not already been paid then the final balance will be immediately payable upon cancellation. Cancellations with less than 90 days notice are subject to a 50% payment.

13.3. There may be a rare occasion when The Yummy Pudding Company needs to cancel an order due to exceptional circumstances beyond our control*. 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.

*This does not include a force majeure that may occur on the event day e.g; extreme weather, public unrest, epidemic/pandemic, unexpected traffic hold ups or a road traffic accident that was not our fault etc. In these cases, we would advise you take out adequate wedding insurance to cover these eventualities, which are beyond our reasonable control.

14. Complaints*

14.1. Complaints are exceedingly 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 within 48 hours on collection or delivery to give fair opportunity to assess the nature of the complaint.

14.2. 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 opportunity to resolve any issues between the parties amicably.

14.3. Wedding cake clients will be sent a detailed sketch of their wedding cake prior to the wedding. It is the client's responsibility to check that this meets with their requirements and raise any issues with us if there are any discrepancies.

14.4. 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 use as soon as possible after cutting and within 48 hours of 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 order originally.

We reserve the right to revise and amend these terms and conditions. However, you will only be subject to the terms and conditions in force at the time you place your order with us.