



Hayley Stockwell
Cake Design

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27/05/2021

Bespoke Celebration Cake and Patisserie Supplier

TERMS AND CONDITIONS

“We” are:

Hayley Stockwell trading as Hayley Stockwell Cake Design of Suite 5, Westend Courtyard, Grove Lane, Stonehouse, Glos. GL10 3SL.

(“Baker”)

“You” are:

The person (or persons) who have received the proposal (where there is more than one person, they shall be jointly and severally liable).

(“Client”)

1. Definitions

In this agreement:



E: hello@hscakedesign.co.uk
W: www.hscakedesign.co.uk



- “Assignment” means the project of work, goods and services set out in our proposal.
- “Deposit” means the sum paid by the Client at the commencement of the Assignment to secure the date of the delivery of the Services and/or the production of the Goods and to allow us to commence work under the Assignment.
- “Event” means the event to be supplied by the Baker under the Assignment.
- “Fees” means money paid, or owed to the Baker, by the Client for the Goods and Services.
- “Goods” means the goods supplied by us under the Assignment.
- “Price” means the price for the Assignment is set out in our proposal.
- “Services” means the services provided by us under the Assignment.
- “Terms” means these Terms and Conditions.

2. Price and Payment

- 2.1. Verbal or email instructions by the Client to proceed will constitute an acceptance in full of these Terms including the Price. Any invoices rendered from time to time are payable within 7 days and payment is not deemed to have been made unless it has been made in full.
- 2.2. The Price includes the design and creation, baking and decorating to complete the Assignment. There is no VAT.
- 2.3. The Price also includes any expenses that will be incurred by the Baker, unless otherwise agreed in writing by the parties.
- 2.4. A non-refundable Deposit of £100.00 of the Price shall be paid upon entering this agreement and the Baker's invoice for the Deposit will follow as referred to in clause 3.
- 2.5. The Price and the Deposit (and any expenses) shall be the Fees of the Baker. The Baker shall invoice the Client for the Price less the Deposit 21 days before the Event and all Fees shall be paid in advance (and at the latest 14 days before the Event) in full.
- 2.6. If payment is not made in accordance with the above clauses, the Baker reserves the right to charge an administration fee of £50 to late payments together with interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

3. Cancellation of Agreement and the Deposit

- 3.1. Once the Deposit has been paid, the Assignment can be cancelled by either party in writing or by email subject to the matters set out in this clause.
- 3.2. If the Baker cancels the Assignment, the Fees paid at the time of cancellation will be repaid to the Client within 14 days of cancellation and no further sum or compensation will be payable to the Client by the Baker arising from such cancellation.
- 3.3. If the Client cancels the Assignment within 14 days of entering into the contract, then the Deposit shall be repaid to the Client in full. This right to cancel shall not be available to the Client if the Assignment is to create bespoke Goods, when the Deposit shall be non-refundable in its entirety.
- 3.4. If the Client cancels the Assignment more than 14 days after entering into this contract, and at least 15 days before the Event, then the Deposit is forfeited and will not be repayable to the Client in any circumstances.
- 3.5. Additionally, if the Client cancels this Assignment within 14 days or less of the Event, then the Fees in full (less any monies paid) shall be due to the Baker.

4. Design, Changes and Alterations to the Assignment

- 4.1. The Client acknowledges that the Baker owns all right, title and interest in and to the design created in the Assignment and that the Client has no right to use it

outside the express terms of this agreement. The Baker grants a right to the Client to use the design, limited to all reasonable non-commercial uses for the purposes of the Assignment.

- 4.2. So far as any goodwill is generated by the Client's use of the design, it shall accrue to the benefit of the Baker.
- 4.3. The Baker reserves the right to use images of the Baker's design and Goods created during the Assignment for marketing, promotional, competition and editorial purposes.
- 4.4. Slight design changes are at the Baker's discretion and are not grounds for a refund. All cake designs are subject to artistic licence and the Client acknowledges this in placing their order.
- 4.5. If, for any reason, the design has to be changed more than marginally, then the Baker will agree this in advance with the Client in writing. This will incur additional Fees.
- 4.6. Flavour changes will only be accepted up to 21 days prior to the Event, and entirely at the sole discretion of the Baker and subject to availability. This may incur additional Fees and should be confirmed in writing.
- 4.7. If there are any complaints about the design or the appearance of the Goods, they must be expressed at point of collection.
- 4.8. Any change of date or postponement will be agreed subject to our availability and will be deemed a

cancellation by you and our cancellation terms in clause 3 shall apply, unless we agree otherwise in writing.

5. Allergies

- 5.1. The Baker will not be held responsible for any allergies or reactions caused by the Goods. Goods can be made without certain allergens, but they are still made in a kitchen using some or all of these ingredients, and regrettably the Baker cannot, therefore, guarantee the absence of traces of them.
- 5.2. It is the Client's responsibility to inform consumers of any risks.

6. Damage in Transit

- 6.1. The Baker cannot be held responsible for any damage to the Goods that may be caused during transportation, once the Goods for the Assignment have been handed over to the Client for transportation.

7. General Conditions

- 7.1. The Baker shall use reasonable endeavours to meet any performance date, but such dates shall be estimates only.

- 7.2. Variations to the Services may only be agreed in writing by both parties.
- 7.3. The Fees will be paid after invoices rendered from time to time. No VAT is applicable. Payment terms are 7 days, and payment is not deemed to have been made until the Fees have been paid in full. If payment is not made in full and within time, the Services may be suspended and payment in advance may be required before the Services are recommenced.
- 7.4. The Baker reserves the right to require some or all of the Fees to be paid in advance of the commencement of the Services where applicable and agreed in writing.
- 7.5. Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper use of the Services. Each party recognises and accepts its obligations with the regard to the control and processing of personal data under the current data protection legislation and regulations. For more information on this, please see our privacy notice on our website.
- 7.6. The Baker will use reasonable care and skill in performing the Services.
- 7.7. The Baker's liability in respect of any loss of goodwill, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be **nil**.

- 7.8. In respect of any other direct losses (in Contract or Tort) the total liability of the Baker will not exceed the return of all payments received, and thus, the limit of liability shall not exceed the value of the Services provided.
- 7.9. Nothing in these Terms will exclude or limit liability for death or serious injury caused by the Baker's negligence.
- 7.10. The Services may be terminated if the payment of the Fees is not made in accordance with these Terms or if the Client commits a material breach of any of these Terms and fails to remedy the breach within 14 days of being notified in writing, or if the Client enters into any form of insolvency arrangement. Upon termination, the Client shall immediately pay any outstanding sums to the Baker.
- 7.11. If the Baker is limited or hindered from providing any Goods or Services booked by the Client due to circumstances beyond its control eg. Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemics or pandemics then the liability of the Baker to the Client shall not exceed the amount paid by the Client for the Goods or Services. The Deposit shall be non-refundable, (being an approximation of the value of Goods or Services already rendered) and the Baker shall (where the value of the Goods or Services already delivered to the Client is greater than the value of the Deposit) be entitled to be paid additionally for all



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Goods and Services delivered to the Client up to that point. The Baker shall not be liable for any additional losses incurred by the Client in such circumstances.

7.12. Nothing in these Terms is intended to create a partnership or joint venture between the Baker and the Client, and no party has the right to act as agent for the other or to bind the other party in any way.

7.13. These Terms and any dispute arising from them shall be governed by the laws of England and Wales.

v. August 2020

