

SAMPLE TERMS & CONDITIONS AGREEMENT

This agreement is dated:

It is made between: Lesley Walter Cake Design of 07788211066 (hereby referred to as "we", "us", "our")

And Name of client ("First Client")

Name of client ("Second Client")

Of Address

The term "Clients" applies to both of the Clients jointly and individually. Each Client is solely and jointly responsible for all the obligations set out in this agreement.

The terms of this agreement are:

Definitions

"Confidential Information"	means all information about the parties, including: information created or arising from this agreement; information, comment or implication published on any Internet social medium.
"Fee"	Means all money payable by the Clients to us, however described, as described within this agreement and as per paragraph 3.5 to 3.6 below.
"Supplier"	Means a supplier hired by the Clients to provide a service for their Event or otherwise agreed to be ordered by the us on behalf of the Clients.
"Venue"	Means the Event Venue or the location where we will provide our services/deliver the cake, namely (enter name and address of location where cake will be delivered/set up).
"Substitute"	A cake business/supplier recommended by us that has similar experience as us in the wedding industry in terms of types of bookings we undertake and years within the wedding cakes industry

Day/s”	Any reference to days related to notice period/termination includes weekends/bank holidays and public holidays.
“Event/s ”	means the pre wedding events, wedding ceremony or post wedding events (including reception), celebrations/occasions for which our services have been booked, specified in Section 2 of this agreement;

1. General Terms

- 1.1 The Clients acknowledge that prior to signing this agreement, they have read and understood the terms of this agreement and that they agree to be bound by this agreement, including any amendment to this agreement.
- 1.2 Each party acknowledges that, in entering into this agreement, apart from documents mentioned in 1.3 below, they do not rely on any representation, warranty, or other term or documents not forming part of this agreement.
- 1.3 Information contained in documents such as the proposal is a part of this agreement and should be read in conjunction with this agreement.
- 1.4 No amendment or variation to this agreement is valid unless mutually agreed, in writing, signed by each of the parties or his/her authorised representative.
- 1.5 The Clients are strongly advised to insure against cancellation of the Event/s due to unforeseen circumstances.
- 1.6 Any proposal sent by the us is valid for a period of 7 days only, after which, it will no longer be open for acceptance unless agreed by us otherwise. The order will only be confirmed and the date secured once the initial fee is paid by the Clients.
- 1.7 In the event that certain materials required for the cake are not available to purchase, we reserve the right to use alternative materials of equal value without the Clients’ consent.
- 1.8 We will retain ownership of designs/sketches and our intellectual property.
- 1.9 The Clients will report any issues regarding the quality of the cake upon delivery/inspection, so that we can have the opportunity to rectify it in time for the Event/s. All other concerns should be addressed to us in writing via email, and evidence of the fault should be included. The Clients must return the remainder of the cake to us to allow us to fairly assess the nature of the complaint. The Clients will bear the cost of returning the cake to us. A refund is only given if the uneaten cake is returned and is unsuitable for consumption or not as described in the written proposal or Section 2 of the agreement. The parties must give each other reasonable written notice and opportunity to resolve any disputes regarding quality of the cake amicably prior to posting any negative feedback online or on social media platforms.
- 1.10 If the Clients want the cake to be decorated with fresh flowers, the flowers must be provided by their Event Florist. Fresh flowers are not included in the price of the order. The Clients agree that the flowers on the cake will be arranged by us and not their Event florist. The Clients are advised to seek advice from your florist regarding toxicity of flowers and these

flowers should not be used to decorate the cake. We will not be held liable for any contamination to the cake as a result of using toxic flowers being used. The Clients' Event florist will be responsible for providing the type, quality and quantity of flowers needed to complete the design approved by the Clients. We will not be held liable for damages that occur if other parties attempt to place the flowers onto the cake after delivery.

- 1.11 Any sugar flowers required will be made by us. We will require a list of flowers and foliage to be used in bouquets from the Clients' Event Florist at least 3 months prior to the Event/s date. We will endeavour to create sugar flowers to match the list of flowers and foliage provided by the Florist but cannot guarantee that these will be a replica of the real flowers/foilage.
- 1.12 The cakes(s) must be consumed within 24 hours of delivery/collection. Cakes should be stored in a dry place, at room temperature, away from direct sunlight and sources of heat. Any cake(s) placed outside during an event has the possibility of melting or deforming due to the heat. We will not be liable for damage to the cake (s) once they have been delivered to the Venue or collected by the Clients from our premises.
- 1.13 We will not provide a wedding cake when other sheet cakes, cupcakes, cake pops etc are being provided by any other supplier/baker.
- 1.14 If the Clients choose to collect the cake(s), we will not be held liable for the cake(s) or any damage caused to it once it has left our premises. The Client will ensure that their vehicle is clean and tidy before collection. We recommend purchasing nonslip mats if the Clients opt for collection. We try our best to provide a well-structured cake, but please note, cakes can be very fragile so it is the Clients' responsibility to take adequate care while driving.
- 1.15 Any amendments to the design/sketch must be requested in writing via email. We will endeavour to adjust the design where possible, but sometimes this is not possible due to the nature of the request or amount of notice given. If the amendment affects the cost, or preparation work for the original design that has already been undertaken, then the Client will be responsible for these costs accordingly. We reserve the right to change the design at any point if circumstances beyond our control may compromise the quality of the finished cake e.g., melting due to weather.

2. Details of the order booked by the Clients

Event Date and details:

Venue details:

Travel to venue/delivery: included or excluded

Set up time (start and end time):

Package details: tiers, measurements of the tiers individually and depth of each tier, colour, design, flower details

Additional services requested

What is not included e.g fresh flowers

Toppers: included/not included

Hire deposit for cake stand (50% refundable upon return of the stand)

Hire cost for cake stand (non-refundable) -

Allergies:

Celebration cakes –

Delete the sections not relevant for celebration cakes from Section 2

Total fee

3. Payment schedule and our obligations

3.1 We will complete our obligations as per this agreement, for the Fee which shall be calculated and paid as set out in sections 3.5 to 3.7 (inclusive).

3.2 All money mentioned in this agreement is subject to the addition of VAT where due.

3.3 We are under no obligation to liaise, take instructions, receive written correspondence/ or notices related to this agreement from anyone except the Clients.

3.4 We reserve the right to use the Clients' Event photos (both professional and images clicked by us) for the purposes of marketing/promotion/advertising or use on our social media, website or other platforms such as but not limited to magazines, blogs, publications, newspapers. We may request professional images taken on the Event/s day by the photographer booked by the Clients.

3.5 At the first stage, an initial fee of 25% of the fee is payable in cleared funds to us via bank transfer by the Clients within 7 days of the date on which this agreement and the proposal is sent to the Clients. Our bank details are as follows:

The initial fee of 25% covers tasks/expenses (such as but not limited to) incurred by us:

Review the details when the Clients sends us initial details, check availability and confirm the Event/s date is available; one to one consultation with the Clients at the outset to understand the Clients' requirements; consider the Clients' instructions and/or photographs sent to us with reference to the kind of cake the Clients want for their Events; drawing sketches as per the Client's requirements; researching and sourcing any materials/items/stands required to complete the order; providing further information, consultations, support to the Clients; liaising with the Clients from the time of booking up until the Event/s date; samples prepared by us and supplied to the Clients; any additional work we deem necessary to perform our obligations under this agreement and in the Clients' best interest; any work that may arise as a result of events out of the control of the parties including events listed in the Force Majeure clause; any work resulting from further specific instructions/information provided by the Clients prior to the Events/Wedding day.

Once the aforementioned work in section 3.5 has been carried out and delivered by us, the initial fee of 25% mentioned above will be non-refundable in the event of this agreement being terminated by either party for any reason.

3.6 The final payment of 75% of the total fee will be payable in cleared funds via bank transfer 4 weeks prior to the Event date for wedding cakes. For celebration cakes, the final 75% will be payable in cleared funds 7 days prior to the Event/s day.

- 3.7 We reserve the right to charge the Clients for any reasonable time spent/ additional costs incurred as a result of any delay caused by the Clients, any changes to the order or any additional services requested. These charges will be calculated at £__ per 30 minutes, calculated to the nearest half hour. The Clients shall make payment of these costs via bank transfer within 7 days of being notified by these costs via email.
- 3.8 We are not obliged to stay at the Venue for any reason beyond the set-up time as per Clause 2 of this agreement.
- 3.9 We will carry out our services with reasonable care and skill and ensure that the cake is of satisfactory quality and complies with all food safety regulations in the UK.
- 3.10 We will not be responsible for any defects/damage caused to the cake after it has been delivered and set up by us e.g. damage to the cake as a result of the Clients'/third party's negligence, accidents or handling of the cake in a manner which is not in line with our instructions. We require the Client to appoint someone responsible, to check and sign that they are happy with the cake and the set up before we leave the Venue. It is the responsibility of the Clients to ensure the venue supply a suitable table and location for the cake(s) to be displayed. We will liaise with the room stylist /venue staff to confirm the table location and set up. It is the Client's obligation to provide contact details of the person responsible for the set up at the Venue.
- 3.11 If applicable, we will advise the Clients of the set up and travel cost to the Venue at the outset. If changes are made to the Venue, the Clients will be liable to pay additional travel costs.
- 3.12 We deliver on the day of the Event/s day and thus cannot guarantee a specific delivery time. We will not be held liable for any delays caused to the Client's Event as time of delivery is not of the essence.

4. Clients' Obligations

The Clients are responsible for:

- 4.1 Giving us clear instructions and in a timely manner;
- 4.2 Informing us at the outset (prior to paying the initial fee) about any special requirements, allergies. We cannot guarantee that every cake will be entirely nut/allergen free but we will make every effort to ensure the allergies are carefully considered and catered for.
- 4.3 Reading, understanding and checking all the details in the proposal, any sketches and clause 2 of this agreement are complete, accurate and meets their requirements as we will rely on this when completing the Order. Any images, illustrations and descriptions found on our website/social media or any sketches designed by us for the Clients are for illustration purposes only. We will do our utmost best to bake and design the cake as per the Clients' requirements as set out on the proposal/sketches/clause 2 but cannot guarantee that the cake will be an exact representation of any images/sketches shared by the parties in terms of size, colour and design as slight variations might occur. We will not be held liable for loss of enjoyment, customer disappointment of the design or interpretation of the cake as long as it is made in accordance with the details in the proposal/sketch and/or clause 2 of the agreement.

- 4.4 If the Client provides us with a reference image of a cake, we will not be responsible for infringement of the design rights held by the proprietor of the design and it is the Clients' responsibility that they obtain the necessary consent/permission from the proprietor of any such designs and we are under no obligation to ensure that the Client has obtained the consent/permission of the proprietor. We will try our best to use the use the image for inspiration in terms of colour and design and try to make the cake so that is a close match but cannot guarantee to produce an exact copy of the design/image shared by the Clients.
- 4.5 Making payments specified in clause 3.5 to 3.7 (inclusive) in a timely manner and via methods mentioned in clauses 3.5 to 3.7 (inclusive). Failure to make timely payment shall entitle us to stop all work including work regulated by any other agreement and not prepare the cake, attend on the Events day to provide the agreed services. Where the Clients fail to pay the initial fee by the date referred to above in clause 3.5, the Clients understand the order is not secured, the date may be offered to our next available Clients in waiting and that we will not be responsible if we are unable to purchase the required materials in time to make the cake as laid out in the order confirmation. In these circumstances, the cake will be made as close to the Client's requirements as possible but we cannot guarantee this.
- 4.6 The Clients will not delegate their obligations, including the obligation to provide instructions, issue written correspondence and or notices, change order details or make payments under this agreement to any other person, whether for money or otherwise.
- 4.7 In addition to the Fees specified in the above paragraphs 3.5 to 3.7 (inclusive), the Clients will pay us for all generally approved extra unplanned and unspecified costs that we may incur such as toll charges, parking, charges arising as a result of the Clients making changes to the order, additional travel costs if changes to the venue are made, additional services and all other reasonable and customary costs in order to complete this agreement. We will notify the Clients of such expenses by email. The Clients will be required to pay such expenses via bank transfer within 7 days of being notified.
- 4.8 The Clients will indemnify us against any liability to any Supplier/Venue/Hotel booked by the Clients in relation to this agreement and in the event of any claim against us. The indemnity will include all of our professional, legal fees and our time.
- 4.9 The Clients will not make drastic changes to the order which would result in reduction of the value of the package by more than 20% of the original fee quoted for the services. No changes to the order will be allowed within 28 days of the Event/s. To make changes to the total value/type of service, the Clients will notify us via email. The change will only be deemed mutually agreed if and when the Clients receives written confirmation from us, agreeing to the change. If the change to the order results in loss of more than 20% of the net fee or if any change made by the Clients to the order is not agreed by us, the cancellation policy will apply.
- 4.10 If the Clients wish to hire a cake stand or decorations, it is their responsibility to ensure a hire deposit is provided (as a separate payment) and a hire fee is paid within 7 days of making this request, otherwise we shall assume that such items are not required. The hire deposit for our cake stands/décor items varies and is dependent on the value of the item. In the event that a cake stands or any other décor/equipment hired from us by the Clients becomes damaged, the Clients will be liable to compensate us for the damaged stand/décor/equipment to the full value of replacement of the item/cake stand and this value is not limited to the hire deposit paid for such items. The cake stand/equipment must be returned within 3 days of the Event/s, failing which, the hire deposit will not be refunded.

Upon return of all stands/equipment, 50% of the hire deposit will be refunded. The Clients will bear the cost of returning the items hired from us. The hire fee will be charged in addition to the hire deposit and will be non-refundable upon return of the items.

- 4.11 Our cakes may contain small proportions of inedible items. It is the Clients' responsibility to ensure these are removed by their caterer/guests before consumption e.g. Support dowels in tiered cakes, ribbon, wires in sugar flowers, Swarovski crystals, flower picks & flower tape.

5. Confidentiality

- 5.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by Clause 5.2;
- 5.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 5; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

6. Limitation of liability

- 6.1 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warranty or term cannot be excluded, then this sub paragraph will be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 6.2 We shall not be liable to the Clients for any loss or expense which is indirect or consequential loss; or economic loss or other loss of turnover, profits, business or goodwill; or loss of amenity represented by the Clients having no visual record of an event; damage to the cake through no fault of our own and loss or damage suffered by the Clients as a result of an action brought by a third party or Suppliers/substitute recommended by us.
- 6.3 The above provisions apply even if such loss was reasonably foreseeable or we had been advised of the possibility of the Clients incurring it.
- 6.4 Except in the case of death or personal injury, our total liability under this agreement, shall not exceed the total sum paid to us by the Clients i.e. £. This applies whether an action is based on contract, tort or any other basis in law.

7. Change of Event/s date/Postponement policy

- 7.1 A Notice to change the Event/s date must be submitted by email. We will endeavour to accommodate a request to change the Event/s date provided the new Event date falls within 12 months of the original Event/s date and is subject to our availability. A change of Event/s date will only be deemed as agreed if and when the Clients receive a confirmation of the date change from us by way of an email. Any payments already made will be non-refundable but will be transferred to the new Event/s date. We cannot guarantee that the new Event/s date will be during a weekend or peak season. No refunds will be given if an off-peak date or weekday is offered by us to the Client as the new Event/s day.
- 7.2 We will not charge the Clients an administration charge for the change of Event/s date. We reserve the right to charge the Clients a sum which reflects a difference in items or package prices which are applicable to the new Event/s day. We will notify the Clients of such charges by email. The Clients will be liable to pay these additional charges within 7 days of being notified of the same.
- 7.3 If we are not available for the new Event/s day, the cancellation policy under section 8 will apply. In this scenario, the date on the notice of date change will be classed as the termination date of this Agreement.
- 7.4 If the new Event/s date does not fall within twelve months of the original Event/s and/or in the event of any subsequent changes to the Event/s date, the Client agrees to pay an additional 20% of the overall fee (quoted within this agreement) to cover the difference in material/ingredients costs and our pricing structure. The Client will pay these charges within 7 days from the date of serving notice advising of change to the Event/s day.
- 7.5 Any further changes to the Event/s date will be charged at an additional 20% of the fee quoted at the outset.
- 7.6 The parties can vary terms of this agreement if changes are made to the Event/s date. Any variation to this agreement must be in writing and with consent of both parties. The terms which are not amended by the parties will continue to remain in force.
- 7.7 The Client agrees that in the event of a date change, any expenses including but not limited to fees payable to us that are non-refundable, are the sole responsibility of the Client.

8. Termination

- 8.1 Work on the agreement shall continue until terminated:
- a) by way of completion of our obligations and payment to us; or
 - b) by the Clients cancelling this agreement;
 - c) immediately by us if the Clients fail to pay any sum due within 7 days of the date of submission of a quote;
 - d) by us due to medical or personal emergency, or some other event beyond our reasonable control. We will do our best, but cannot guarantee, to find a substitute to complete the work, subject to client's approval. We will not charge the Clients for any reasonable time involved in finding the substitute. If this agreement is terminated as a result of us failing to find a

suitable substitution, the Clients will pay us for all work done up to the time the notice of termination is received by us, calculated to the nearest one hour.

- e) by either party if a party commits a material breach of any of the terms of this agreement and fail to remedy the breach within 14 days of being notified in writing, and/or if the Clients enters into any form of insolvency arrangement.
 - f) by the Clients within 14 days of entering into this agreement (cancellation period). To exercise this right to cancel, the Clients can inform us of their decision to cancel this agreement by sending a clear statement via email or by completing the model cancellation form attached to this agreement, but it is not obligatory. If the Clients use this option, we will communicate an acknowledgment of receipt of such a cancellation by email without delay. If the contract is cancelled by the Clients within the first 14 days, then the initial fee will be refunded to the Clients in full within 14 days from the date we are advised about the Clients' decision to cancel the agreement. Unless expressly agreed otherwise we will issue the refund using the same means of payment used by the Clients to pay the initial fee, in any event, the Clients will not incur any fees as a result of the reimbursement. The Clients agree to waive their right to cancel this agreement if they request us to begin performance of the services during the cancellation period and shall pay us an amount which is in proportion to what has been performed until the Clients have communicated us their cancellation from this agreement, in comparison with the full coverage of the full coverage of the contract.
 - g) If the Clients cancel this contract more than 14 days after entering this contract and at any time more than 28 days prior to the Event/s date, then the initial fee shall be forfeited. In addition to this, we reserve the right to charge the Clients for any additional work carried out by us to the nearest hour, calculated at £_____ per hour. The Clients will also be responsible for payment of any expenses incurred prior to the notice of cancellation is served. The Clients agree to pay any outstanding sums, within 7 days from the date of the invoice/when the invoice is served reflecting to such outstanding sums via bank transfer.
 - h) If the Clients cancel this contract within 28 days of the Event/s date, then the total Fees including any expenses incurred as at the date of cancellation, less any fees and expenses already paid, shall be paid to us by the Clients. If any sums are outstanding, the Clients must pay the sums within 7 days from the date of the invoice/when the invoice is served via bank transfer.
- 8.2 Despite termination of this agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.
- 8.3 Without regard to the reason why this agreement ends, the Clients will pay us for all work done to the time the notice of termination is received by us, calculated to the nearest one hour.

9. Force Majeure

- 9.1 Force Majeure Event means any circumstances not within a party's reasonable control, including and without limitation a) Acts of God, flood, drought, earthquake, or other natural disaster; b) Epidemic or pandemic; c) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or any action taken by a government or public authority, including lockdown/bans that affect performance of this agreement, imposing an export or import restriction, quota or prohibition, or [failing to grant a necessary licence or consent]; f) collapse of buildings, fire, explosion or accident; and g) any labour or trade dispute, strikes,

industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)]; h) non-performance by suppliers or subcontractors [(other than by companies in the same group as the party seeking to rely on this clause)]; and] i) interruption or failure of utility service.

- 9.2 Provided it has complied with Clause 9.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly, in writing and with consent of both parties, subject to availability.
- 9.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 9.4 The Affected Party shall (a) as soon as reasonably practicable after the start of the Force Majeure Event [but no later than 7 days from its start], notify the other party [in writing] of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations by postponing the event or finding a suitable substitute supplier with similar experience in the Events industry.

10. Miscellaneous matters

- 10.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 10.2 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 10.3 The parties agree that electronic communications satisfy any legal requirement that such communications be in writing. Any communication to be served on either party by the other shall be deemed to have been delivered If sent by e-mail to the address from which the receiving party has last sent e-mail: immediately and at the latest within 24 hours if no notice of non-receipt has been received by the sender. Enter email addresses to be used for such communication.

11. Jurisdiction

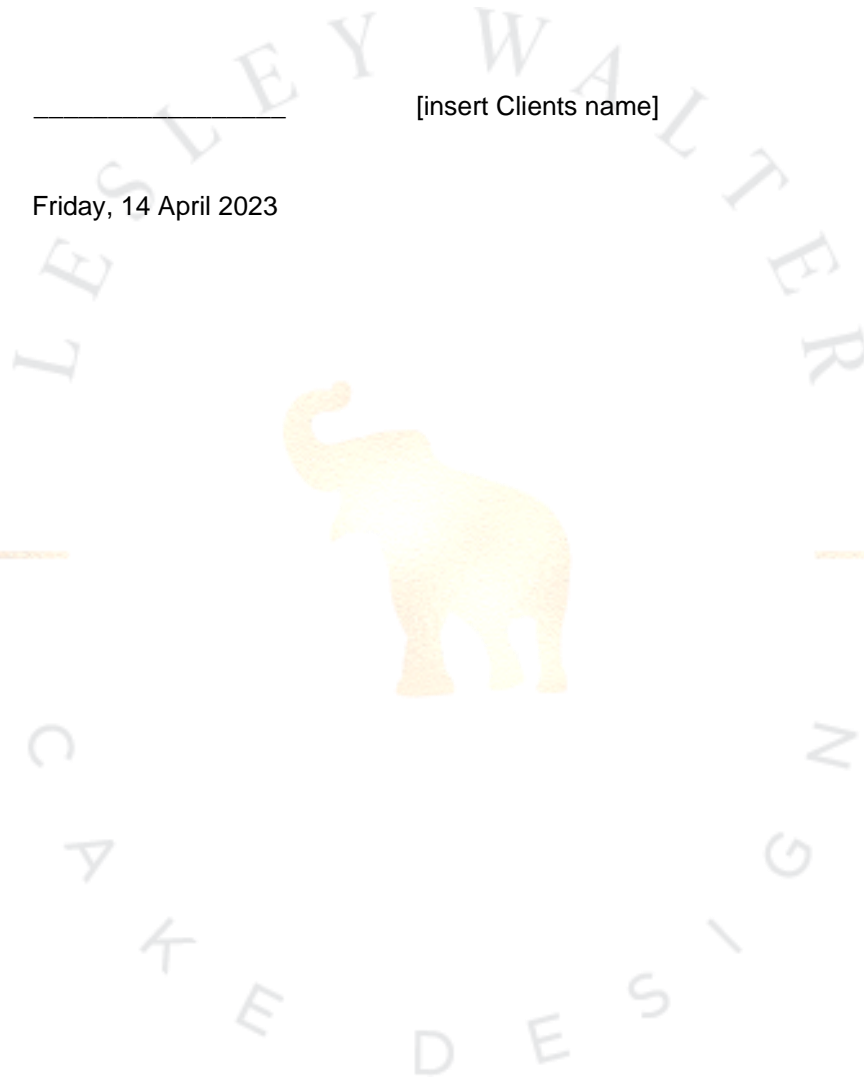
The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the parties agree that any dispute arising from it shall be litigated only in that country.

Signed by _____ (Lesley Walter Cake Design)

Signed by _____ [insert Clients name]

Signed by _____ [insert Clients name]

Date Friday, 14 April 2023



Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Under the Regulations, you have the right to cancel this contract within 14 days of making it, without giving any reason.

To exercise the right to cancel, you must inform us that you want to cancel in a clear statement. You may use the attached model cancellation form or email us at [email address].

For all purposes at law, the contract between us is not made until you have agreed these terms and we have agreed to provide the services you want.

Instead of waiting 14 days until your cancellation period expires, you can simply tell us that you want to start the work sooner or right away. You can send us an email message at [email address] or complete the form below and send that to us as an email attachment. If you do that, you lose your right to cancel within the rest of the 14 day period.

If you want to cancel later, after we have started the agreed work, you can do so at any time. As before, all you have to do is write to us, as above, making your intention quite clear.

If you cancel, you will save money only insofar as work has not been done. You must still pay us for materials and work done, even if you have had no benefit from it at the time when you cancel.

Request to start work

To,

[enter your business name]

[address]

[email]

I/We hereby give notice that I/we would like you to start work on the agreement as soon as we have signed the contract.

We instruct you to start working for us immediately/as soon as _____.

Signed

Dated

Model cancellation form

To

Name of business and address and enter your email address

I/We hereby give notice that I/we cancel my/our contract for the supply of the following service [enter details of service],

Ordered on [date]/received on [date],

Name: [enter name or names in which the order was made],

Address: [enter your address],

Date: