

Terms and conditions of sale

All references in this document to 'the Company' means Butter Beautiful.

All sales made by the Company are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer.

Price

The price for the cake and service shall be as stated on your order form. It is your responsibility to check and confirm that the details on the order form are your requirements before the Company can accept your order. You agree to pay the full price to the Company in accordance with the order form.

Deposits

All wedding cake orders require a non transferable and non-refundable deposit of 50% of the total cost. Deposits are due when the order has been placed and details have been checked and confirmed by you. All orders are deemed to have been accepted by the Company only when the deposit has been paid.

Samples must be paid for in full, 7 days prior to sample delivery

Payments

Payment may be made by automated payment via PayPal or direct bank/building society transfer. Bank details will be provided upon request.

Final payment

The full and final payment for all orders must be made within 2 days of delivery/collection/set up or as agreed in writing between the customer and the Company.

Non-payments

In the event that the deposit payment is declined, the order will not be completed or released until alternative funding arrangements have been agreed and payment is made. Subsequent completion of the order will be subject to availability and cannot be guaranteed. The company accepts no responsibility for any loss whatsoever, or for non-delivery under these circumstances. The customer will be responsible for the payment of any additional charges which have been incurred as a result of payment failure.

Alterations to orders

Please take the time to check your copy of the order carefully. The company reserves the right to increase the quoted fee in the event that the customer requests a variation to the work agreed. Whilst every effort will be made to assist the customer, changes cannot always be accommodated.

Cake component parts

From time to time, certain materials for our cakes may no longer be available from our suppliers. In this case the company will endeavour to re-design the cake to reflect as closely as possible the original design using replacement products. In all cases, the company will try to contact you to advise you of any such changes. However the company reserves the right to replace and components with those of equal or better quality without consultation.

Collection

Your order may be collected at a pre-arranged time. A signature will be required upon collection, confirming you have received your order in good condition and as specified.

Delivery

Your order can be delivered at a pre-arranged time subject to availability. If you have a specific delivery date and time, please specify this when placing the order and we will do our best to accommodate your requirements.

It is the customer's responsibility to provide the correct delivery information, and that someone is available to receive your cake. A signature will be required for the receipt of your order confirming it is in good condition and as specified.

If the recipient is not present at the prearranged time, the order will be returned and we will contact you to arrange an alternative delivery time for which an additional charge will be payable. The company accepts no liability for any loss or consequential loss incurred by the customer as a result.

Set up

Should you require your cake to be delivered, the Company will deliver and set up your cake. It is your responsibility to provide the set up details and arrangements made with the venue for the position and display of your cake. The Company is not responsible for the position and supporting of the cake at the venue. Please make sure therefore that the display location is level, stable and strong enough to hold the cake.

Please also remember that cakes can melt in warm conditions or when set up in direct sunlight.

Once your cake has been collected or delivered, set up, and signed for, the company will not accept liability for any interference with or damage to the cake thereafter.

A photograph of the cake will be taken prior to departure by the company to verify the cake has been set up and left in good condition.

Equipment hire

All equipment hired from the Company must be returned on the specified day, otherwise additional charges may be levied to cover any additional costs incurred.

The company reserves the right to increase any quoted fee in the event of any damage to or replacement of any equipment provided by the Company.

The customer is responsible for checking the equipment hired upon receipt. If a cake and equipment is to be delivered and set up by the Company, a signature will be required from your venue management confirming the equipment has been received undamaged and in good working order.

Throughout the period of hire, the customer shall be responsible for the safekeeping of the equipment and shall be liable to the Company for any losses of or damage to the equipment however caused.

The customer shall pay the company the full cost of replacing any lost equipment within 7 days of being advised of this cost. The customer is required to pay any losses incurred by the Company resulting from the non or late return of the equipment hired.

Cancellations/refunds

Wedding cake cancellations:

As your wedding cake order is reserved solely for you and certain components for your cake may need to be ordered months in advance, the following cancellation charges will apply:

3 months from delivery date - 50% of the total cost will be payable i.e. the deposit will not be refunded

0-1 month from delivery date - 100% of the total cost will be payable

Wedding cake order cancellations must be made in writing.

Copyright

No person shall have entitlement to copy or reproduce in any form, or otherwise make use of, any image, photograph or other document or item produced by or on behalf of the Company without their prior written consent.

Publication and promotional rights

By signing the order form, the customer agrees that the Company is the sole designer and exclusive owner of the cake design and reserves the right to use any image of a customer's cake for publication after the delivery date.

Allergies

Please be aware that whilst your chosen cake will not be made with any allergens specified by the customer, it will be prepared in a kitchen where such allergens may be used in other cakes and fillings.

Liability

If the company cannot fulfil the arranged order for any reason outside its control, the Company will make reasonable attempts to organise a replacement wedding cake to reflect the original design as closely as possible. If a replacement cake cannot be found, or the customer does not agree to the suggested replacement, the Company's liability is limited to a refund of any payments received.

Disputes

Any disputes which cannot be resolved amicably will be resolved using the laws of England.