

The Viking Bakehouse - Terms and Conditions

Please find the terms and conditions (hereafter 'T&Cs') for The Viking Bakehouse (hereafter 'TVB', 'we', 'us' or 'our') below. Please read these T&Cs carefully and keep a copy for your records. These T&Cs will be attached to all quotations and Order Confirmations.

STANDARD T&Cs OF TRADING

The contract between the customer (hereafter 'you' or 'your') and The Viking Bakehouse (TVB) is based on these terms. TVB regard these terms as the entire agreement between you and TVB for the sale of cakes, and you will receive a copy of them with your quotation and Order Confirmation. It is your duty to double-check that all details in the Order Confirmation are correct and full, as this is the document that will be used to fulfil your transaction. To avoid any last-minute modifications or concerns, any inaccuracies should be mentioned prior to consenting to the Order Confirmation.

BASIS OF SALE

With every quotation you will receive a description of your cake design, and these remain the property of TVB. The cake sizes listed are in inches and are based on the cake's diameter. The cakes are typically 5 inches deep, but they can be made taller if desired; this must be asked during the initial consultation prior to order confirmation.

For cupcakes or brownies, these are listed as individual portions. For ease of reference, these will be referred to below as 'The Cake'.

For Celebration orders:

Quotations are valid for a period of 7 calendar days from the date of issue. No contract is made with you until we have received your confirmed email that the cake is as you want it.

Once you have confirmed and accepted the quotation you are in a legally binding contract with TVB, and an Order Confirmation will be sent to you for payment within 7 calendar days as below:

- For orders under £50, full payment is required to secure the date.
- Otherwise a non-refundable booking fee of 50% of the final quote is required to secure your date
- For short notice orders within two weeks, full payment is required at the time of booking.
- Balance payment is due 1 calendar week before your collection date.

For Wedding orders:

Quotations are valid for a period of 21 calendar days from the date of issue and are based on the portions requested at the time of your consultation or initial discussions. No contract is made with you until we have received your confirmed email that all details have been captured correctly.

Once you have confirmed and accepted the quotation you are in a legally binding contract with TVB, and an Order Confirmation will be sent to you for payment within 7 calendar days as below:

- A non-refundable booking fee of £100 is required to secure your date
- Portion and designs agreed 3 calendar months before delivery date
- Balance payment is then due 2 calendar months before the delivery date

Please note that no dates are reserved in the diary until the above payments have been received.

Please see section PRICE AND PAYMENT for further details on final quotes for weddings.

THE CAKE

When the cake/cupcakes are delivered by TVB, or on collection from us, it will be exactly as described in the Order Confirmation and sketch. Cakes will be of acceptable quality and will meet all food safety, legal, and regulatory criteria in the United Kingdom (e.g. Allergen labelling).

We shall not be held liable if the customer is dissatisfied with the design or interpretation of the cake as long as it is prepared in accordance with the customer's pre-agreed specifications as stated in the approved Final Order Confirmation. It is the duty of the customer to ensure that all details in the issued Order Confirmations are correct and meet their exact requirements.

All TVB Cakes will be subject to our interpretation of the design. Inspiration ideas are welcomed however, we are not able to exactly replicate other people's work.

TVB will endeavour to match colour swatches as closely as possible where they are provided. However, it is not possible to guarantee exact colour matches.

ALLERGENS

Our cakes are made in an environment where all 14 allergens can be present. Therefore, whilst we can use ingredients that are 'free from' we cannot guarantee that any cake is entirely free from a specific allergen. There is always a risk of a product being cross contaminated.

All allergens will be stated on the delivery form and presentation card given to the venue. You are responsible for informing your guests of any allergens accordingly. TVB cannot be held liable for any allergic reactions resulting from consumption of the cake.

A list of the 14 known allergens and six colours identified as possibly having an adverse effect on activity and attention in children are listed below:

Allergens:

- Eggs
- Fish
- Lupin
- Milk
- Mustard
- Sesame
- Peanuts
- Soya
- Cereals containing Gluten
- Celery and Celeriac
- Sulphur Dioxide (preservative found in some dried fruit)
- Crustaceans (i.e: prawns, crab, lobster, crayfish)
- Molluscs (i.e: clams, snails, mussels, whelks, oysters, squid)
- Tree Nuts

Colours:

- Tartrazine (E 102)
- Ponceau 4 R (E 124)
- Sunset Yellow (E 110)
- Carmoisine (E 122)
- Quinoline Yellow (E 104)
- Allura Red (E 129)

CAKE STAND HIRE

TVB have cake stands which are available for hire. These are subject to a security deposit and flat rate hire charge, both of which are payable with the final balance. The stand must be returned to TVB in a good, clean condition in its supplied packaging within 3 days of the event. Upon the return of the stand the security deposit will be refunded, however, should any damage/breakages occur then the security deposit will be retained by TVB to facilitate replacement.

Hire charge and security deposits will be clearly included on your order confirmation.

Please note, return bank details will be required to return the security deposit.

FLOWERS

No cake design includes fresh flowers in the pricing. If fresh flowers are to be used to decorate a cake, they must be delivered by your florist. Please keep in mind that not all flowers are acceptable for use as cake decorations. Ask your florist for details regarding toxicity. TVB are not responsible for any contamination of our food products caused by their usage. To avoid any misunderstandings, we propose that your florist communicate directly with us to confirm the size of the cake being dressed and suitability.

Due to the presence of wires and polystyrene balls for reinforcement, TVB do not recommend eating flowers created from sugar paste, even if they are edible. Because all of sugarpaste flowers are handcrafted, they have been handled to get the desired effect.

ADDING ITEMS TO YOUR CAKE

TVB are not responsible for any contamination of our food products caused by items being placed on or inserted into the cake once it has been collected/delivered.

DISPLAYING YOUR CAKE

Whether displaying at a party or at a wedding, please ensure you choose an area that is suitable. No cake should be placed in front of a window or by a heat source. Ideally a cool spot should be selected to ensure the cake is not affected.

Ensure your table or stand, if not hiring from TVB, is stable and wide enough for the cake.

Ensure your venue are aware that the cake needs to remain cool and that any decorations should be carefully removed and stored in the box provided for you to take home. No decorations should be stored in the fridge.

Please advise TVB if you plan to display your cake outside or in a marquee as some styles will not be suitable. TVB holds no responsibility for cakes displayed this way without prior acknowledgement.

STACKED CAKES

Stacked cakes contain multiple dowels for stability - typically several supporting each tier and occasionally a central dowel connecting all tiers. These should be removed before eating.

EXTRA

Certain materials used in our cakes may become obsolete over time. TVB have no control over this, however we will do our best to find alternative products that are as near to the original design as feasible. TVB retain the right to replace items with equal or better quality component parts without prior notice.

Because our cakes are fresh products, with no additives or preservatives, TVB has the right to assume that the cake will be consumed on the day specified, unless expressly advised otherwise in advance. To maintain the freshness of your cake, TVB recommend that it is consumed within 72 hours.

The cake should be kept in the box provided. The box should be kept in a dry place at room temperature, away from direct sunlight and heat sources. After the wedding we recommend preserving any leftovers of your cake in the box supplied or in an airtight container. Any cut edge should be covered with cling film to help reduce drying out. Unless otherwise specified, they should not be refrigerated.

All goods purchased from TVB remain the property of TVB until paid for in full.

PHOTOGRAPHY

TVB reserve the right to photograph and video your cake for reference, display or promotion without compensation to you. All photographs and videos remain property of TVB.

COLLECTION

By previous arrangement, all orders may be collected free of charge from TVB. We will not be held liable for any damage to the cake once it has left the premises. It is your responsibility to guarantee that the cake is delivered safely once collection has been made. Please also see DISPLAYING YOUR CAKE section.

All cakes will be photographed and videoed prior to leaving TVB (see PHOTOGRAPHY section for further details) to document that the cake was undamaged when it left TVB.

TVB advise cakes should travel in an empty boot or foot well, so the cake remains flat. When handling ensure that the base of the box is supported and it is not held by the sides. Ensure heating is off and that air conditioning is used where possible. Drive carefully, particularly when braking and taking bends.

Collection must be made at the agreed date and time. If you are going to be late you must contact TVB as soon as possible. Collection may need to be re-arranged if you are going to be more than 15 minutes late, however, this may not always be possible. TVB reserve the right to resell any cakes not collected 12 hours after the agreed collection time.

No refunds will be given for uncollected cakes, without exception.

DELIVERY

If delivery is requested, the cake will be delivered to the address supplied on the day specified in the accepted quotation. TVB will do everything possible to meet the agreed-upon delivery date and time for the goods or services, however, these can not be guaranteed. Delivery is subject to an additional, variable charge, dependent on delivery location.

When delivering to a wedding site, TVB will contact the venue ahead of time to schedule a mutually convenient delivery time. Before we leave after setting up the wedding cake, we' ll take a photo and video of it and, if feasible, obtain a signature from the venue to certify that the cake was received in good order.

If the venue needs to set up the cake themselves, TVB will explain how it should be done and, if feasible, get a signature to confirm we did so. The venue will be given instructions on how to preserve and manage the cake. Once the cake has been delivered, TVB are unable to accept liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided. If requested by the venue and specified in the Final Order Confirmation, a full list of ingredients detailing any allergens will also be left with the venue.

PRICE AND PAYMENT

The expected price of your wedding cake will be based on the details provided at the initial consultation and set out in your Preliminary Order Confirmation. Following receipt of the Preliminary Order Confirmation, a non-refundable booking fee of £100 is required to be paid to TVB within seven days.

Final cake design and portion requirements must be agreed no less than three calendar months before the wedding after which a Final Order Confirmation will be issued by TVB detailing the final price and balance, payable by the date stated. No further payment reminders will be sent and it is the responsibility of the client to ensure payment is on time.

Please note that your cake will not be subject to VAT.

The balance must be paid in cleared monies no later than two calendar months prior to the wedding day. Late payments will incur a £25 charge.

If payment is not received by the date specified this shall be constituted as breach of contract by the client. TVB reserve the right to hold the order until payment is made in full. When payment is late TVB accept no responsibility should we be unable to purchase the required stock and/or equipment to make the cake as laid out in the Final Order Confirmation. In these circumstances the cake will be made as close to the Final Order Confirmation as possible with no redress or liability on TVB.

CANCELLATION & POSTPONEMENT

In the event of a cancellation by yourselves, the charges are as follows:

- More than three calendar months prior to the date = booking fee only.
- Between three and one calendar months prior to the date = booking fee plus half the remaining balance.
- Less than one calendar month prior to the date = full balance.
- Any payments previously made are non-refundable.

Cancellation must be made in writing (by letter or email) to TVB and will only be deemed to take effect from the date your letter/email is received and acknowledged at our premises. If no acknowledgement is received, please follow up with a phone call.

In the event of a postponement, the payment due remains the same as a cancellation. Subject to availability TVB will carry the monies paid forward to the new wedding date. Please be aware that we will only do this on one occasion. Any further postponements will be classed as a cancellation.

In the unlikely event that we need to cancel your order any monies paid will be refunded. TVB reserves the right to cancel, vary or suspend the operation of this contract if events occur that are in the nature of force majeure including (without prejudice to the generality of the foregoing): fire, floods, storm, plant breakdown, strike, lock-outs, riot, hostilities, pandemic, non-availability of materials or supplies or any other event outside the control of TVB, and TVB shall not be liable for any breach of contract resulting from such an event.

ALTERATIONS FOR WEDDING CAKES

As stated in the PRICE AND PAYMENT section, for the final price and balance of your cake will be quoted on the Final Order Confirmation provided 3 months prior to the wedding date.

Should you wish to make changes to previously agreed designs or portion reduction, TVB reserves the right to charge 75% of the initial quoted price should any changes or alterations reduce the final cost to less than 75% of the original quote.

Once TVB has issued the Final Order Confirmation, any further alterations requested by you to the design or portion requirements will be accommodated to the best of our ability, although they may incur additional costs. Nevertheless, no alterations may be made four weeks before delivery.

Until a revised Final Order Confirmation is issued, changes are not confirmed.

OUR LIABILITY

TVB's liability for faults in products or services (both in contract and tort) shall be limited to the issuance of a credit note, a refund, or other such compensatory measures as TVB, at its discretion, considers appropriate in the circumstances and shall be limited to the value of the goods or services giving rise to the claim.

TVB shall not under any circumstances be liable for the customer in respect of indirect consequential loss or damage or loss of profits, provided that these conditions do not exclude or restrict TVB's statutory liability for death or personal injury arising from any negligence on TVB's part or liability imposed by statutory implied terms in Consumer Contracts.

COMPLAINTS

We take pleasure in every cake we make at TVB, so if you have any concerns about your cake, please let us know upon collection/delivery so they can be addressed. If you have a problem after leaving TVB, please call us within 24 hours and return 75 percent of the uneaten cake to us so that we can examine the basis of the complaint.

All cakes are baked to order and we do not accept returns.

Both Parties undertake not to post any bad information about the other originating from this Contract or Event on any public forum or website without giving the other party prior written notice of the intended content and giving the other party an opportunity to address any disputes amicably.

Because complaints about the decoration of a celebration cake are readily fixed, any miscommunication of this sort should be noted upon delivery/collection so that we can correct them. Prior to the wedding, wedding cake clients will receive a detailed design of their wedding cake. It is the clients responsibility to check that this meets with their requirements and raise any issues with us if there are any discrepancies.

GENERAL TERMS

These T&Cs, along with the Order Confirmation paperwork, constitutes the parties' entire agreement and understanding regarding the order, except as may be expressly stated in this Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding made prior to this Agreement save to the extent that such statement, representation, warranty or understanding is incorporated into this Agreement.

Each of the parties acknowledges and agrees that in entering into this Agreement it has not relied on (or has been induced to enter into this Agreement by) any statement, representation, warranty or understanding made prior to this Agreement. Nothing in this paragraph excludes any liability for fraudulent misrepresentation.

In the event that any one or more such provisions of this Agreement should be deemed to be invalid or unenforceable, such invalidity or un-enforceability shall not affect the validity and enforceability of the remaining valid and enforceable provisions thereof which shall be construed as if such invalid or unenforceable provisions had not been inserted.

The parties agree to submit to the non-exclusive jurisdiction of the English courts.

Any headings utilised in this Agreement have been inserted for the convenience of reference only and should in no way restrict or otherwise affect the construction of the terms and conditions hereof.

PRIVACY POLICY

TVB is committed to protecting your privacy. We only hold the minimal personal data required to fulfil your order. Your data is held solely to facilitate your order and for the purpose of effective communication between the customer and TVB. It is collected via our communications and exchanges to facilitate your order.

We collect the following information: name, billing address, delivery address (if applicable), contact details including telephone and email address, and any other information that is provided by yourself to customise your order. We do not sell, lease or pass on the information you provide to third parties, unless legally required to do so. Unless specifically requested to the contrary, occasionally data will be used for marketing purposes and to keep you up to date with news and offers.

If you don't want us to use your email any more, please contact us at Thevikingbakehouse@hotmail.com to unsubscribe.

We take appropriate security measures to protect your personal information. All digital information held by TVB is held on a laptop or mobile phone which is password protected. These passwords are updated regularly and the devices have the relevant security software.

We will keep your information for as long as we need it for the purpose it is being processed and our obligations under other laws.

Payment Processing - All payments are made via bank transfer into a TVB business bank account with information provided via the invoice.

If you would like to: access, correct, amend or delete any personal information we have about you, please email us at Thevikingbakehouse@hotmail.com.