



# Cake Contract Terms and Conditions

## Standard Terms and Conditions of Trading

These terms form the basis of the contract between the customer and Love From Luisa. These Terms, together with your Order and Order Confirmation (invoice/order form), set out the entire agreement between you and Love From Luisa for the sale of cakes.

It is your responsibility to check that all details in the Order Confirmation are complete and accurate, as this is the document we work from when completing your order.

### I. Basis of Sale

Any samples, drawings, descriptions, or images we provide (including those on our website and social media) are intended only to give an approximate idea of the cakes described and remain the property of Love From Luisa.

Quotations are valid for 7 calendar days from the date of issue.

Cake sizes are quoted in inches and refer to the diameter of the cake. Standard cakes are approximately 3.5–4 inches deep. Extra-tall “double-barrel” cakes are available at the time of booking.

We provide guidance on serving sizes based on industry-standard cutting methods (wedding “coffee” portions or party “dessert” portions). These are estimates only, and Love From Luisa accepts no responsibility for shortages resulting from alternative cutting methods.

No contract is formed until we have received your booking fee (or full payment where applicable). Once received, a legally binding contract is in place.

### 2. The Cakes

We warrant that, upon delivery or collection, cakes will:

- Conform to their description in the Order Confirmation
- Be of satisfactory quality
- Meet all UK food safety and regulatory requirements

We are not responsible for dissatisfaction with the design where the cake has been created in line with agreed specifications.

It is the customer's responsibility to ensure all details (including sketches) are correct prior to production.

This warranty does not apply to defects arising from:

- Wilful damage, accident, or negligence
- Failure to follow care instructions
- Any alterations made after collection/delivery

## Allergens

All cakes are produced in an environment handling nuts, gluten, dairy, eggs, and other allergens. While we take care to accommodate allergies, we cannot guarantee any product is completely free from allergens.

## Design & Materials

- Exact replicas are not guaranteed
- Colour matching will be as close as possible but not exact
- We reserve the right to substitute materials or ingredients with equal or higher-quality alternatives if necessary

## Fresh Flowers

Fresh flowers are not edible and must be removed before serving. We are not liable for contamination caused by improper handling after delivery.

## Structural Elements

Cakes may contain dowels or internal supports which must be removed before consumption.

## Storage

Cakes are fresh products without preservatives and are intended for consumption on the day specified. Storage instructions must be followed.

## Ownership

All cakes remain the property of Love From Luisa until paid for in full.

### 3. Delivery and Collection

Collection is free by prior arrangement. Once collected, responsibility transfers to the customer.

If delivery is arranged:

- Delivery will be made on the agreed date (specific times are not guaranteed)
- We are not liable for delays outside our control
- Additional charges may apply for changes to delivery address

#### For wedding cakes:

- We will liaise with the venue
- A photograph may be taken upon setup
- Responsibility transfers once delivered and set up

Cake stands require a refundable security deposit and must be returned within 3 days in good condition.

### 4. Price and Payment

The price of your cake is as set out in the Order Confirmation. VAT is not applicable.

#### Booking Fees

- Wedding cakes: Minimum booking fee of £150
- Celebration cakes: £50 or 50% of the total order value (whichever is greater)
- Orders with less than 2 weeks' notice: Full payment required at the time of booking

#### All booking fees are non-refundable.

Any pre-payments made online are subject to availability. Confirmation of your order will be provided within 24 hours. If we are unable to fulfil your order due to lack of availability, a full refund of any amount paid will be issued.

Final balances must be paid by the due date stated in the Order Confirmation. Late payments incur a £25 charge.

Failure to pay on time may result in delays or necessary substitutions, for which Love From Luisa accepts no liability.

### 5. Cancellation, Postponement, and Alterations

#### Cancellations

Due to the bespoke nature of our products and the limited availability of wedding dates, it is unlikely that we will

be able to rebook your date at short notice. Therefore, cancellations within 56 days will require full payment.

### **In the event of cancellation by the customer:**

- More than 90 days before the event: booking fee retained
- 90 days to 6 weeks before the event: booking fee plus 50% of remaining balance
- Less than 8 weeks (56 days) before the event: full amount payable

**All booking fees are non-refundable.**

### **Postponements**

Postponements are treated as cancellations and subject to the same payment terms.

### **Subject to availability:**

- Payments may be transferred to a new date (one time only)
- Additional costs may apply depending on the postponement duration

### **Alterations**

Changes must be requested in writing:

- Wedding cakes: up to 6 weeks prior
- Celebration cakes: up to 7 days prior

A revised Order Confirmation will be issued. Changes are not confirmed until this is provided.

No reductions will be given for late changes, even if the revised design is cheaper.

## **6. Force Majeure**

We reserve the right to cancel or suspend this contract due to events beyond our control (including but not limited to extreme weather, supply shortages, or illness).

Booking fees remain non-refundable. We strongly recommend wedding insurance.

## **7. Liability**

Our liability is limited to the value of the goods or services provided.

We are not liable for:

- Indirect or consequential losses
- Loss of profits

Nothing in these terms excludes liability for death or personal injury caused by negligence.

## **8. Complaints**

Complaints must be made within 48 hours of collection or delivery.

Where quality is disputed, the cake (or remaining portion) must be returned for assessment.

Only the original customer may raise a complaint.

Both parties agree not to post negative public content without first attempting resolution in writing.

## **9. General Terms**

- All designs remain the intellectual property of Love From Luisa
- We reserve the right to use images of your cake for promotional purposes
- These Terms constitute the full agreement between both parties
- If any clause is deemed invalid, the remainder will still apply
- This agreement is governed by English law