



CAKE & DESSERT T&C

CAKE ARTIST

G Skeels t/a Sweet Things Savoury, 33 Gaultree Square, Emneth, Wisbech,
Cambridgeshire, PE14 8DA
(the "Cake Artist")

1. BACKGROUND

1.1 The Client requires a special occasion cake and is of the opinion that the Cake Artist has the necessary qualifications, experience and abilities to provide services to the Client.

1.2 The Cake Artist is agreeable to providing such catering services to the Client on the terms and conditions set out in this Agreement.

1.3 In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Cake Artist (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

2. SERVICES PROVIDED

2.1 The Services will also include any other catering tasks which the Parties may agree on. The Cake Artist hereby agrees to provide such Services to the Client.

2.2 The Client must confirm the number of guests and any changes no more less than 7 days prior to delivery date. Changes made after contract such as date changes, design changes or similar may incur a minimum charge of £25.

2.3 Client must book a minimum of 21 days in advance of their requested delivery/collection date. Tight deadlines may be accepted but will incur an additional fee commensurate with size/complexity of order.

2.4 The number of portions per cake is a guide only. The size of each piece of cake is variable and you therefore acknowledge that the amount of cake needed is an estimation and not guaranteed to be exact. Should a cake shortage occur because cake pieces are cut larger than the agreed upon measurements, the Cake Artist will not be held responsible.

3.0 TERM OF AGREEMENT

3.1 This Agreement is of full force and effect from the date of this Agreement until the date of delivery/collection is over, subject to cancellation as provided in this Agreement.



3.2 In the event that either Party wishes to cancel this Agreement, that Party must provide written notice to the other Party at least 14 days before the delivery/collection date.

4.0 LIABILITY

4.1 The Cake Artist/representative or employees are not liable for: damage to cake not caused by the Cake Artist or Sweet Things Savoury, property damage, guest injury, harm caused by eating plastic accessories, flower choices (poison, pesticides, dirt, poor handling), post pickup/delivery damage, and allergic reactions.

5.0 PERFORMANCE

5.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

6.0 CURRENCY

6.1 Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

7.0 PAYMENT

7.1 Payable by BACs, card or Go Cardless.

7.2 Invoices submitted by the Cake Artist to the Client are due upon receipt. Client is required to pay a 50% non-refundable deposit at time of ordering and balance minimum of 7 days prior to the event/delivery, if ordering 7 days or less than delivery date, full payment is due on receipt of invoice.

7.3 In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Cake Artist will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Cake Artist.

7.4 The Cake Artist will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Cake Artist will indemnify the Client in respect of any such payments required to be made by the Client.

7.5 The Cake Artist will be solely responsible for the payment of all remuneration and benefits due to the employees of the Cake Artist, including any National Insurance, income tax and any other form of taxation or social security costs.

7.6 Payment methods accepted: PayPal, cash, bank transfer, credit/debit card.

7.7 Penalties for late payment: any late payments will trigger a fee of 8.00% per month on the amount still owing.



8.0 REFUND POLICY

8.1 Please note that all made to order items are non-refundable due to being food products and/or their personalised nature.

8.2 We strongly suggest that you inspect your cake(s) on collection/at point of delivery. In the unlikely event the cake(s) are damaged, our delivery team will take away the damaged goods immediately and you will receive a replacement/refund as appropriate. Claims of damage will not be accepted after hand-over.

9.0 CONFIDENTIALITY

9.1 Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

9.2 The Parties each agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information belonging to the other Party which they have obtained through the operation of the Agreement, except as authorised by that Party or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

10.0 OWNERSHIP OF INTELLECTUAL PROPERTY

10.1 All intellectual property including recipes, designs (the "Intellectual Property"), equipment that is developed or produced under this Agreement, will be the property of the Cake Artist.

10.2 Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Cake Artist.

10.3 Client should understand that the Cake Artist cannot do exact replications if the designs requested are copyrighted, or suspected of being under copyright.

10.4 Sweet Things Savoury reserves the right to use photos of your cake(s) for our portfolio, please notify us if you do not agree to the use.

11.0 RETURN OF PROPERTY & EQUIPMENT

11.1 Except as otherwise provided in this Agreement, the Cake Artist will provide all supplies necessary to deliver the Services in accordance with the Agreement. Client to return all equipment to Cake Artist upon completion of contract.

11.2 Client is responsible for cake stand(s). Available to hire at additional cost.



11.3 Upon the expiry or termination of this Agreement, the Cake Artist will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

12.0 CAPACITY/INDEPENDENT CONTRACTOR

12.1 In providing the Services under this Agreement it is expressly agreed that the Cake Artist is acting as an independent contractor and not as an employee. The Cake Artist and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

13.0 AUTONOMY

13.1 Except as otherwise provided in this Agreement, the Cake Artist will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Cake Artist will work autonomously and not at the direction of the Client. However, the Cake Artist will be responsive to the reasonable needs and concerns of the Client.

14.0 NO EXCLUSIVITY

14.1 The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, before or after the order, to engage or contract with third parties for the provision of services similar to the Services.

15.0 NOTICE

15.1 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Client: As per order agreement

Sweet Things Savoury: 33 Gaultree Square, Emneth, Wisbech, Cambridgeshire, PE14 8DA

or to such other address/email addresses as either Party may from time to time notify the other.

16.0 INDEMNIFICATION

16.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates,



officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

16.2 This indemnification will survive the termination of this Agreement.

17.0 MODIFICATION OF AGREEMENT

17.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

18.0 TIME OF THE ESSENCE

18.1 Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

19.0 ASSIGNMENT

19.1 The Cake Artist will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

20.0 ENTIRE AGREEMENT

20.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

21.0 ENUREMENT

21.1 This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

22.0 TITLES/HEADINGS

22.1 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

23.0 GENDER

23.1 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

24.0 GOVERNING LAW

24.1 This Agreement will be governed by and construed in accordance with the laws of England.

25.0 SEVERABILITY

25.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be



valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

26.0 WAIVER

26.1 The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.