

Everyone loves baking ltd trading as Cakery wonderland events , a company registered in England, whose registered address is 7-11 Minerva rd, LONDON, nw10 6hj as a caterer we provide food and catering services to clients and has reasonable skill, knowledge and experience in that field. the customer wishes to procure the caterer's food and catering services subject to the terms and conditions eligibility to order

- you must be over 18 years of age and: provide us with your real name, contact information and payment details when creating an order;
- provide us with a delivery address; possess a valid payment method that works on our website By using the website or placing an order, you agree to be bound by these terms and conditions (the 'terms').
- we reserve the right to make changes to the terms at any time. our new terms will be displayed on the website, and by continuing to use and access the website, you agree to be bound by any variation.
- these terms are available in the English language only. nothing in these terms will affect your statutory rights. for any further information regarding these terms, please contact our team hello@cakerywonderland.com

PRICES

All of our menu prices exclude VAT. VAT will be charged where applicable in keeping with current VAT regulations

BOOKING ORDER ACCEPTANCE

All orders placed on the website or over the phone or on chat are subject to acceptance in accordance with the following: you will be given the opportunity to confirm the details of your order, including your address and payment details and pay a deposit prior to completing your order or booking. when you pay your deposit we will send you an acknowledgement email to let you know that we have received you deposit and your booking is held when we dispatch of the order or a catering team is arriving at your venue or location this is confirmation and acceptance of your order. unless otherwise agreed, your order will be delivered or service provided on the day of confirmation of your order.

Where we are unable to deliver your order within this period, we reserve the right to cancel your order. once you pay, you have given us permission to process your order or booking as requested we may be unable, or refuse, to accept your order because :one or more products in your order are unavailable ;we are unable to process payment for your order, or your chosen payment method has been refused ;we have identified a pricing error or you fail to meet our order eligibility criteria or have failed to comply with our terms. if we are unable to accept your order, our team will be in touch with you as soon as possible.

PAYMENT

The balance of the Price will be payable before close of business 5 DAYS BEFORE YOUR EVENT that is when we will start to provide the Catering Services

We accept the following methods of payment:

- Same day Bank Transfer
- Cash up to £900 and we will require you to fill out an AML FORM
- Credit cards are subject to a 1.8% Charge on VISA, MASTERCARD AND 2.1% on AMEX, businesses credit card payments are subject to 2.2% Charge. Payments are processed via BARCLAY CARD PAYMENTS OR STRIPE PAYMENTS.

If you do not make payment to us by the due date as shown on the relevant invoice, we may charge you interest on the overdue sum at the rate per day of 8% above the base lending rate of the bank of England from time to time. interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. you must pay any interest due when paying an overdue sum. if payment of the price is required before your event begins, please note that failure to make the payment by the due date may result in us not providing the catering services. if this occurs, we will retain your deposit in full and may still demand payment for any part of the catering Services that We have already provided (including, but not limited to, the purchase and preparation of Food

CREDIT ACCOUNT FACILITIES

As an online business and in line with our company policy we do not offer line of credit to clients, and this is not a reflection of your business. We have an obligation to fulfil and are committed to honouring the purpose on which the company was founded. By offering lines of credit this impacts our payment obligations to our charity partners and we will never put our purpose and people before profits And much as we value our clients and their business and if a credit line is the only way you can conduct business then its unlikely you meet our order eligibility criteria and we wouldn't be able to accept orders from your company

BOOKING

Booking will be considered tentative pending receipt of a deposit, and will be held without obligation, for a period of 5 (five days). Once this period has elapsed we reserves the right to cancel an unconfirmed booking.

Bookings can be placed by phone/web order or e-mail from 8am until 5.00pm for next day delivery, We are happy to process late orders received after 5.00pm for next day delivery, however we cannot guarantee delivery time, or specific food selection. Please call us to discuss late orders 07753930936. For wakes within 48 hours call 0208 323 1113

The Guaranteed Minimum Number of guests attending the function must be advised at least five (5) business days prior to the date of the function. Only increases can then be given to us up to 48 hours prior to the function if possible we will try and fulfil your request as best we can and may have to offer alternative choices

DELIVERY CHARGES

Our standard delivery areas are within Central London to NW10, 25 pounds delivery charge Local delivery is within 2 miles of our kitchens 15 pounds delivery charge. Outer London is within the M25 and has a flat deliver charge of 40 pounds and we deliver to Luton at a cost of 50 pounds, please call us to discuss your requirements.

HIRING/LOANING EQUIPMENT FROM US

From time-to-time customers may hire or loan catering equipment from us, during the period of the hire/loan the customer has the responsibility to use the equipment for its intended purpose and keep the equipment in a safe location until it can be collected by our team. Any losses or damage caused will be charged at the full replacement cost. A 100 pounds deposit may be required.

TASTINGS

An initial charge of £200 for 2-3 people and is chargeable prior to the tasting and non-refundable if the event is not booked or paid in full. Once the event is confirmed the Tasting amount will be deducted from the final price. Tastings are refundable only if the job value is over £3000 ex vat on food. If it is requested to hold the tasting at the client's chosen venue, then delivery and staff charges will be incurred.

CANCELLATION

On occasion we may have to cancel your bookings and if we do will give you notice in writing and issue you a refund for any sums paid as soon as reasonably possible and within 14 days of agreeing the refund amount. In circumstances where we have cancelled or and we are unable to provide the agreed menu or services then we reserve the right to adapt the menu or services in consultation with the Client and limited to other 3rd party professionals and caterers in order to fulfill our obligation under this agreement

We understand that sometimes there will be a need to cancel an booking or service. If you need to cancel, we require as much notice as possible, preferably 48 hours. We commence the catering services 48 hours before, if you are able to contact us before your food is prepared, we will be able to cancel your order without charge. However, if the food has been prepared you will no be entitled

to and form of refund and the directors your voucher or discount if you wish to have the services repeated.

IMAGES

We do not guarantee that the product images you see on our website are an accurate representation; occasionally, colours may differ from the images shown on the website due to your computer/device screen resolution or settings. for further information on products or services prior to making a booking with us, please contact our team.

SUBSTITUTIONS

substitutions will only be made with your prior consent, with the exception of fresh food, if a replacement product has a higher price, you will be liable to pay for the difference in price. if we are unable to contact you, we may cancel the whole order, or cancel the relevant parts and proceed with the transaction.

ALLERGENS

we cannot be held liable for any allergic reactions in relation to the use or consumption of products. for specific information about ingredients and allergies in any of our food products, please refer to the specific product page, allergen sheet or menu card. You as a buyer and your guests have a legal duty to disclose any food allergens before eating or purchasing our fresh products or catering services.

LEGAL AGE

You must be over the age of 18 to purchase alcohol or products containing alcohol from our website and may be asked to photographic ID and proof of age before we accept order or during the transaction verification processes.

CHANGES AND REFUNDS

you may change your order up to 2 days before delivery reasonable endeavours to accommodate any requested changes but cannot guarantee that we will be able to do so, particularly if changes are requested only a short time before the delivery and the event. if doing so means that we will incur higher costs, we will inform you and ask you how you wish to proceed before taking any action.

As required by law, we will provide the services with reasonable skill and care, consistent with best practices and standards in the catering market, and in accordance with any information provided by

us about the services and about us. we will make every reasonable effort to provide the services on time (and in accordance with the order. we cannot, however, be held responsible for any delays if an event **outside of our control** occurs. if we require any information or action from you in order to provide the services, this must be actioned within the timeframe agreed. We cannot hold liable or loss or delay if information given to us is incomplete or otherwise incorrect

FRESH FOOD AND YOUR RIGHTS

As our products contain fresh and perishable food, you are not entitled to the "normal" right to return goods within 14 days after the day you receive them. because the food is for consumption on the day only and therefore cannot be returned to us. If you change your mind, cancel your order 24 hours before we commence preparation or before delivery or refuse to accept it unless its unfit for consumption or its spoiled due to unforeseeable events beyond our control you will not be entitled to a refund or credit to use at a later date

CANCELLATIONS & REMEDIES

On occasion we may have to cancel your bookings and if we do we will give you notice in writing and issue you a refund for any sums paid as soon as reasonably possible and within 14 days of agreeing the refund amount. In circumstances where we have cancelled or and we are unable to provide the agreed menu or services then we reserve the right to adapt the menu or services in consultation with the Client.

With your consent we may engage other 3rd party professionals and or other caters to fulfill our obligation under this agreement. If the cost is higher than on your invoice, we will agree to cover the difference within reason for a service and menu like the one we had proposed. If you agree to the change and accept the replacement service and once the food is prepared and delivered your order is deemed to have been delivered. You will not be entitled to a refund EXCEPT for elements of the service, we could not deliver and once the amount has been agreed we paid as soon as reasonably possible but within 14 days of agreeing the refund amount.

We understand that sometimes there will be a need to cancel a booking or service. If you need to cancel, we require as much notice as and a minimum of 48 hours as this is when preparation of your order or service starts, if you are able to contact us before your food is prepared, we may be able to cancel your order without charge. However, if the food has been prepared you will not be entitled to any form of refund, but as gesture of good will the company directors and managers are authorised at their discretion to offer a voucher or discount if you wish to have the services repeated.

DELIVERY OF YOUR ORDER

Delivery of the food will be deemed to have taken place when the food has been delivered to the location as indicated by, if you are collecting the food from us, delivery will be deemed to have taken place when you have collected it. If we refuse to deliver the food we will reimburse you as soon as is reasonably possible, and in any event within 14 calendar days we always use reasonable efforts to ensure that our provision of the food is trouble-free. If, however, there is a problem with the request that you inform us as soon as is reasonably possible.

If it is prevented from performing its obligations in respect of any booking, for any cause outside of its control, it shall be entitled to cancel any such booking without liability, but if so requested, will use reasonable endeavors to transfer the booking to another day.

As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local citizens advice bureau or trading standards office. If we do not perform the services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the services are not performed in line with information that we have

YOUR LEGAL RIGHTS

For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local citizens advice bureau or trading standards office. If the food is not of satisfactory quality, not fit for consumption, you may be entitled to reject the food and as long as you have kept us informed you may have the right to a replacement or you may have the right to a price reduction up to the full price. If you accept the order and have not informed us of any issues immediately and if you allege the food is spoiled, poor quality or missing items you must provide photos and you must send them to us at the time of your complaint. If you have failed to comply with our terms and you are not entitled to a refund except for the element of the booking that failed to supply.

In cases where a refund of any kind is due, the refund will be issued without undue delay (and in any event within 14 calendar days starting on the date on which we agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. We provide food for domestic and private use (or purposes)

FORCE MAJEURE

Events outside of our control (force majeure). We will not be liable for any failure or delay in performing our obligations under this agreement where that failure or delay results from any cause

that is beyond our reasonable control. such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control

if you wish to contact us with questions or complaints, you may contact us by telephone at 020 8323 1113 or by email at hello@cakerywonderland.com . in certain circumstances you must contact us in writing when contacting us in writing you may use the following methods: contact us by email at hello@cakerywonderland.com; or contact us by pre-paid post at cakery wonderland, 7-11 minerva rd, london, nw10 6hj

INSURANCE & STAFF CHECKS

We shall ensure that We have in place at all times suitable and sufficient public liability insurance in order to provide the Catering Services. We carry £5MILLION of insurance. Employees are vetted and as part of their employment they go through a DBS check, you may view these online only via the DBS, Please inform us if you wish to do so.

1. Complaints and Feedback

- We always welcome feedback from Our customers and, while We always use all reasonable endeavors to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, this Agreement or the Catering Services, please contact Us in one of the following ways:
 - EMAIL; hello@cakerywonderland.com and we will respond in full as per the timeframes stated

CHARGEBACKS & FRAUD

By becoming a Client of the Company, you agree to contact us with the aim to resolve any problem you might have and we have 28 days to resolve any issue before requesting or demanding a refund or chargeback from your bank or credit card provider at any time while or after using our services.

We as a vendor have an obligation to prevent credit card fraud and including chargeback fraud, it is the policy of this company to report all fraud without any exception and to the fullest extent of the law. Additionally, we shall pursue civil legal action seeking any loss of income related to the respective fraud, including business, legal fees, research costs, employee downtime and loss of

revenues. We employ advanced risk-detecting modelling to track any sort of fraudulent transaction threatening our provision of services. Fraudulent transactions shall be immediately cancelled upon being detected. Any active orders associated in any way with the same fraudulent credit card shall also be cancelled immediately. Credit card chargebacks are fraudulent where no reasonable effort to cooperate with us to resolve any problems within the given 28 days before you request a chargeback and or making false and misleading statements to your card provider or bank in order to gain a refund.

TERMS & OVERNING LAW AND JURISDICTION

this agreement and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales

any dispute, controversy, proceedings or claim between you and us relating to this agreement or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England as the companies registered domicile

signed for and on behalf of the caterer by:

GGWIXTED

AUTHORISED FOR AND ON BEHALF OF THE COMPANY

PRICES

All of our menu prices exclude VAT. VAT will be charged where applicable in keeping with current VAT regulations.