



Blue Elephant Bakes

Terms and Conditions

All the products we make are subject to the following Terms and Conditions.

Our contract with you, the Customer

All orders by you, the customer, for supply of goods are subject to these terms and conditions unless varied in writing and signed by both parties. Once an order has been placed your order is considered firm and there will be a contract between us. The contract will end upon satisfactory receipt of goods.

INGREDIENTS

All cakes, fillings and icings may contain, or come into contact with, the 14 allergens including nuts, milk and gluten.

It is the responsibility of the customer to inform me, prior to the confirmation of their booking, of any allergies or dietary requirements. It is the responsibility of the customer to inform anyone consuming the product of all allergy information and accordingly Blue Elephant Bakes will not be held liable for any allergic reaction resulting from consumption of the cake.

Our cakes may also contain non-edible products used to support the structure of the cake or to allow characters and decorations to be added. Please take care to remove these before consuming our products.

Additions to cakes: We cannot be held liable for any incidents caused by customers adding their own edible or non-edible decorations / embellishments to our cakes following delivery or collection. Altering or adding to our cakes post-receipt, is entirely at your own risk. We also cannot be held liable for incidents involving decorative items added to cakes during production which have been sourced directly by customers. It is your responsibility to ensure that any item you request to be added to your cake during production, is suitable for this purpose and will not be hazardous in any way to those who will be consuming the cake. We reserve the right to refuse the placement of items sourced directly by customers for reasons of safety and hygiene.

All products are best eaten 5 days from collection.

QUOTATIONS

All quotations are valid for 7 days from the date of issue.

ORDERS

We require at least fourteen (14) days' notice for all orders, as we are continually booked in advance. We will however endeavour, where availability permits to accept short notice cakes.

Any products ordered using a picture or photo of a product produced by any other cake maker, can only be reproduced, as our interpretation of that product. It will NOT be an exact reproduction of the product in the picture or photo.

DEPOSITS/ PAYMENTS

A non-refundable deposit of 50% is required to hold your date. Payment is required upon your acceptance of our quotation and is payable by bank transfer.

The balance of the total cost is payable 14 days prior to collection. The balance is due before the collection date, and before the product leaves the premises. Payment should be made by bank transfer. The payment should be received BEFORE the product leaves the premises.

It is the responsibility of the customer to check the state of the product before leaving the premises. Once the item has left the premises, the customer is responsible to transport the product and that it is stored correctly.

UNFORESEEN CIRCUMSTANCES

Where we cancel the booking due to illness or any other unforeseen circumstance that affects the ability to produce the ordered product, the deposit will be refunded within seven (7) days of notification to the customer.

COLLECTION / DELIVERY

We offer a free collection service. A collection date and time will be agreed by both parties. If the customer does not arrive at this time and date, and we are not able to contact the customer, the product will remain at our premises. It will be the customer's responsibility to re-arrange a collection time.

We do not currently offer a delivery service.

PUBLICATION

We reserve the right to use any image of a product made by us for publication at a later date.

DAMAGE

The customer is liable for any damage, accident, or mishap that may occur once the cake is released from the care of Blue Elephant Bakes.

Blue Elephant Bakes is not liable for any damage that may occur thereafter.

If a third party will be collecting the cake on the customer's behalf, a release form is to be signed by that person, stating the cake is received in good condition at the time of collection.

CANCELLATIONS/REFUNDS

If cancellation of the order is required, and you have paid your full balance, the refund policy is as follows:

If the cancellation is up to one (1) month in advance of your event date, you will receive a refund, less your initial deposit and the cost of any supplies already purchased for your cake. If the cancellation is less than seven (7) days prior to your event, there will be absolutely no refunds given.

Refunds will be paid within 30 days of cancellation.

We may also apply cancellation charges and terminate our services if you fail to pay us on the due dates given. We reserve the right to apply an administration fee of £10 for any cancelled celebration cakes.

CHANGES TO PRODUCT/SERVICES

Following placement of an order, should you wish to make any changes to a celebration cake design, please contact Blue Elephant Bakes. We will try our best to accommodate changes requested, however, we are unable to accept changes within the 14-day period before the order is due for collection.

Depending on the change requested, an additional charge may be applied and shall be payable in accordance with the terms in the event of cancellation. In addition to the costs incurred to make the change, we reserve the right to charge an administration fee of £10.

COMPLAINTS

In the unlikely event that you have a complaint about your celebration cake, please inform Blue Elephant Bakes so that we may have the opportunity to resolve matters immediately. In the unlikely event a problem cannot be resolved at the time, then you should write to us within fourteen (14) days to enable us to investigate and report back to you.