



## Little House Kitchen Terms & Conditions

These terms form the basis of the contract between our customers and Little House Kitchen. These Terms, your Order and your Order confirmation are considered by us to set out the whole agreement between you and us for the sale of any of our products. It is your responsibility to check all details in the order confirmation are complete and accurate as this is the document we work to when completing your order.

### Basis of Sale

Any samples, drawings, or descriptions we issue and any descriptions or illustrations contained on our website are issued solely to provide you with an approximate idea of the products they describe and remain the property of Little House Kitchen.

No contract is made with you until we have received your deposit or payment in full. Once your deposit/payment has been received you are in a legally binding contract with Little House Kitchen.

### Products

We warrant that on delivery or collection the product shall conform to their description as set out in the Order Confirmation, be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. We will not be held responsible for customer disappointment of the design or the interpretation of the product as long as it is made in line with the customer's pre agreed requirements set out in the order confirmation and will face no consequent liability. It is the customer's responsibility to ensure all details within the order confirmation are correct and meet their exact requirements.

The warranty does not apply to any defect in the product arising from wilful damage, accident, negligence by you or any third party, if you use the product in a way we do not recommend, your failure to follow our instructions or any alterations you carry out.

Our products are made in an environment where nuts, egg, milk, gluten and other allergens are present. We cannot guarantee that any product is entirely nut free although we make every effort to ensure that allergies are accommodated.

We cannot guarantee an exact replica of any product but we will do our best to make it so. Where colour swatches are provided we will do our best to match as close as we deem possible. Exact colour matches are not possible.

You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants and must be removed along with any floristry tape and wire before consuming the cake.

From time to time certain materials for our products may become obsolete. This is totally out of our control; however we will do our best to select replacement products to reflect the original design as closely as possible. We reserve the right to replace items with component parts of equal or better quality without consultation.

If your product contains figures made from sugar paste, whilst edible, we do not advise that they be eaten, due to the possible presence of dowels for reinforcement.

Stacked cakes contain dowels in each tier to provide support and these should be removed before consumption.

Our products are fresh, containing no additives or preservatives and it is our right to assume consumption on the day requested. Cakes should be stored in the refrigerator, away from direct sunlight and sources of heat in the box provided.

Little House Kitchen and the customer expressly agree that the products purchased from Little House Kitchen remain the property of Little House Kitchen until paid for in full.



### **Delivery and Collection**

All orders may be collected free of charge from Little House Kitchen by prior arrangement. We accept no responsibility for any damage sustained to the product once it has left the premises.

If delivery has been requested, we will deliver the product on the day set out in the order confirmation to the address provided. Little House Kitchen will always do the best it can to ensure delivery dates agreed are achieved for the provision of the goods or services however the Company cannot accept liability for delays.

When delivering to a wedding venue, we will contact the venue in advance to arrange a mutually convenient time for delivery. If we set up the wedding cake we shall take a photograph of the cake before leaving and, where possible, obtain a signature from the venue confirming the cake has been received in good condition. Should the venue need to set up the cake themselves we shall explain how the cake is to be displayed and where possible obtain a signature to verify we have done so. Once the cake has been delivered we are unable to accept any liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided.

### **Price and Payment**

The price of your cake will be as set out in your order confirmation. No Vat is payable on the cakes.

Please note all booking fees are non refundable.

The balance must be paid in cleared monies no later than one week from the date set out in the order confirmation.

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

### **Cancellation, postponement and alterations**

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

Any payments previously made are not refundable.

In the event of a postponement, the payment due remains the same as a cancellation. Subject to availability we will carry the monies paid forward to the new 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. Little House Kitchen reserves the right to cancel, vary or suspend the operation of this contract if events occur which 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, non-availability of materials or supplies or any other event outside the control of Little House Kitchen, and Little House Kitchen shall not be liable for any breach of contract resulting from such an event.

Little House Kitchen's liability (both in contract and tort) in respect of defects in goods or services shall be limited to the issue of a credit note in respect thereof or granting a refund or other such compensatory measures as Little House Kitchen, 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.

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



## **Complaints**

Complaints are very rare and due to the amount of work put into each individual cake we take them very seriously. Any issues must be brought to our attention with 48 hours on collection or delivery to give fair opportunity to assess the nature of the complaint.

Both Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with a prior opportunity to resolve any issues between the parties amicably.

Complaints regarding the decoration of celebration cake can be easily repaired so errors of this nature must be pointed out upon delivery/collection so as to give us the opportunity to correct them. Once payment has been handed over this confirms that decoration is as requested and no further claims can be made.

Where the complaint is in regards to the quality of the cake then the cake, or remainder of the cake/tier, must be returned to us as soon as possible after cutting and within 48 hours of collection/delivery to ensure that we are able to fairly assess the nature of the complaint.

Please note we can only deal with the client who placed the original order.

## **General Terms**

We reserve the right to use images of your cake for any form of advertising including web based promotions, brochures, galleries and competitions. It is advisable that you make a copy of all documentation received from Little House Kitchen for your own benefit.

This Agreement together with Order Confirmation documents provided constitute the entire agreement and understanding between the parties relating to 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 unenforceability 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.