

THE CAKE SHOP - ONLINE CAKE PURCHASES TERMS AND CONDITIONS

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by The Cake Shop of 13 Bridge Street, Banbury, Oxfordshire, UK OX16 5PN. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at enquiries@the-cake-shop.co.uk.

1 The contract between us

With the exception of wedding cake purchases, we must receive payment of the whole of the price for the goods that you order before your order can be accepted. For wedding cakes we ask for either a 50% deposit or payment in full. Where a wedding cake deposit has been paid the balance is due 28 days before the date the cake is collected or delivered. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us.

2 Ownership of rights

All rights, including copyright, in this website are owned by or licensed to The Cake Shop Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

3 Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

4 Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

5 Availability

All orders are subject to acceptance and availability. If the Goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

6 Ordering errors

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

7 Price

The prices payable for goods that you order are as set out in our website or quotation. All prices are inclusive of VAT where applicable, at the current rates and are correct at the time of entering information.

Wherever it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, offer to sell you the goods of the specification and description at the price stated in the email and will state the period for which the offer or the price remains valid.

8 Payment terms

We will charge your credit account for payment upon receipt of your order. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from your account then we can cancel the contract and or suspend any further deliveries to you. This does not affect any other rights we may have.

9 Delivery charges

Delivery charges vary according to the delivery address and cannot be refunded.

10 Delivery

- 10.1 Our delivery charges are set out <http://www.the-cakeshop.co.uk/images/delivery.pdf> in our website.
- 10.2 Purchases made through the On-line Shop may be collected from one of our shops or we can arrange delivery for which there will be an additional charge as displayed on the website.
- 10.3 We need at least seven days notice for any deliveries. We deliver Tuesday to Saturday between 8.30am and 6.00pm. For non-wedding cake orders we offer two delivery options 8.30am to 12.30pm or 12.30pm to 6.00pm. You must indicate on the order form your preferred option. For wedding cake orders we ask for an indicative time which we will aim to deliver by but we reserve the right to contact the customer or the venue to agree to amend the time if necessary.

- 10.4 We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver (for example with a neighbour). We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.
- 10.5 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.
- 10.6 Cakes should be stored in a cool dark place and on a flat stable surface. Cakes should not be refrigerated. If stored correctly chocolate or vanilla sponges should last for five days and fruit cakes for three months.

11. Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

12. Acknowledgement and acceptance of your order

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order and e-mail you again to confirm details.

13. Cancellation rights

- 13.1 Under the Distance Selling Regulations for non-personalised or non-food items you have the right to cancel your order for any reason within 7 days of placing your order. However, as our cakes and other food products are made to order and personalised to your specifications, orders cannot be cancelled once the cake has been made. However, should you wish to change or cancel your order at any time please contact us in writing immediately and we will do our best to meet your needs. We reserve the right to charge an administration fee charge of £10 on non-wedding cake orders if you cancel your order or amend it. There will be no refund for cakes cancelled less than five days before collection or delivery. For wedding cake orders there will be a 10% charge for orders cancelled more than 60 days before the event, 50% charge for orders cancelled 30 to 59 days before the event, 75% charge for orders cancelled 14 to 29 days before the event and 100% charge for orders cancelled 13 days or less before the event.

14 Cancellation by us

- 14.1 We reserve the right to cancel the contract between us if:
- 14.1.1 we have insufficient stock to deliver the goods you have ordered;
 - 14.1.2 we do not deliver to your area; or
 - 14.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 14.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order.

15 Liability

- 15.1 The Cake Shop Ltd shall not be liable for any consequential loss of the customer whether this arises from a breach of contract or any other way.
- 15.2 The Cake Shop Ltd's total liability for any claim howsoever arising shall not exceed the price paid by the customer for the goods supplied by The Cake Shop.
- 15.3 Please note pictures are for general illustration only and the product may vary from that shown.
- 15.4 Your statutory rights are not affected by any statement contained in this document or our website

16 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at 13 Bridge Street, Banbury, Oxfordshire OX16 5PN and all notices from us to you will be displayed on our website from time to time.

17 Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

18 Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

19 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

20 Privacy

You acknowledge and agree to be bound by the terms of our privacy policy. Copy available upon request.

21 Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.