



## TERMS AND CONDITIONS

### 1. DEFINITIONS

The "Seller / We / Us / Our" is defined as the legal entity Todorova Design LLC ( Cakes By Iliyana )

The "Buyer / You / Client" means the person/s who buys the cake.

The Seller and the Buyer are collectively referred to as the Parties.

"The Cake / Order / Goods" is the Cake / Cakes / Order / Goods to be supplied by the Seller to the Buyer and as described in the invoice accompanying these terms and conditions.

"The Event" is the wedding/celebration that the cake is required for.

### 2. ENTIRE AGREEMENT

This Agreement forms the entire Agreement between the Parties.

### 3. BOOKING FEE

3.1. A booking fee (this amount is detailed in the booking invoice or via email communication prior to booking) is non-refundable and is deducted from the final balance for the cake.

3.2 Once this booking fee is paid the Seller will reserve the date of the Event and both Seller and Buyer have entered into this legally binding contract.

3.3 This booking fee is required within seven days of the consultation or email correspondence to secure the date.

#### 4. PRICE QUOTATIONS

4.1 Price quotations, written or verbal, are valid for thirty days. If You choose to proceed with your booking after this period the price may differ as prices are subject to change.

#### 5. PRICE AND PAYMENT

5.1 The price of the cake is set out in your invoice/proposal quotation. No VAT is payable on cakes as they are zero rated. The price includes any expenses that will be incurred by the Seller, unless otherwise agreed in writing by the Buyer and Seller.

5.2 The final balance less the booking fee will be due fourteen days before the date of the Event as specified in the invoice.

5.3 The final balance specified on the invoice must be paid by the Buyer by the date detailed on the invoice. Payment can also be made earlier if the Buyer wishes.

5.4 Orders placed less than six weeks in advance of the delivery date must be paid in full.

5.5 Failure to pay the final balance by the date stated on the invoice may result in the Buyer's Cake / Order being cancelled.

5.6 The Seller accepts payment by check or cash as per the payment details on the invoice and / or in your portal.

## 6. CANCELLATION OF AGREEMENT AND THE DEPOSIT

6.1 Once the booking fee has been paid, the order can be cancelled by either party in writing or by email subject to the matters set out in this clause.

6.2 If the Seller cancels the order, the fees paid at the time of the cancellation will be repaid to the Buyer within seven days of cancellation and no further sum or compensation will be payable to the Buyer by the Seller arising from such cancellation.

6.3. Booking fees are non-refundable under any circumstances.

6.4 If The Buyer cancels the order and the booking, it is unlikely that the Event date will be filled and the following cancellation charges will apply:

Loss of any deposits made.

6.5. If the Seller has had to pay/buy for special bespoke items for the order, at any time after paying the booking fee, the Buyer will be charged for these items and will be invoiced. Even on cancellation by the Buyer at any time.

6.6 In the unlikely event that the Seller must cancel the Buyer's cake order, your deposit will be return within seven days.

## 7. CAKE DESIGNS AND ALTERATIONS

7.1 Any samples, drawings, or descriptions the Seller issues to the Buyer, and any descriptions or illustrations contained on our website are the sole property of Todorova Design LLC ( Cakes By Iliyana ) Under no circumstances are they to be copied or distributed to any other cake designer without the permission in writing from Todorova

Desgn LLC ( Cakes By Iliyana ) The Buyer acknowledges that they have no right to use this outside of the express terms of this Agreement.

7.2 So far as any goodwill is generated by the Buyer's use of design, it shall accrue to the benefit of the Seller.

7.3 If, for any reason the design has to be changed more than marginally, then the Seller will agree in advance with the Buyer. This will incur additional fees. The Buyer must read through the invoice and proposal and let the Seller know of any adjustments before payment. Once payment is made the Buyer accepts the invoice and its contents.

7.4 Slight design changes are at the Seller's discretion and are not grounds for a refund. All Cake designs are subject to artistic license and the Buyer acknowledges this in placing their order.

7.5 Where a color fabric swatch, ribbon or image sample has been provided to the Seller by the Buyer for color matching purposes, the Seller will do its utmost to match the color as best as possible, but accepts no liability if it is not an exact match.

7.6 Flavor changes will only be accepted up to two months prior to the Event, and entirely at the sole discretion of the Seller and subject to availability. This may incur an additional charge.

7.7 If there are any complaints about the design or the appearance of the Goods, the seller will make every effort to remedy the situation. Please also note that this does not apply to any defect in the order arising from willful damage, accident, negligence by the Buyer or any third party.

7.8 A change of Event date request must be submitted in writing and the new Event date is subject to the Seller's availability. If the new date cannot be accommodated by the Seller, this will constitute a cancellation and Clause 6 will apply.

## 8. ALLERGIES

8.1 The Order is made in premises where nuts are used therefore the Cake could contain traces of nuts. It is the responsibility of the Buyer to inform its guests that traces of nuts could be present in the Cake.

8.2 The Seller will not be held responsible for any allergies or reactions caused by the Order/ Goods. The Order/Goods can be made without certain allergens but as described in Clause 8.1 but they are still made in a kitchen using some or all of these ingredients and regrettably the Seller cannot, therefore, guarantee the absence of traces.

8.3 It is the Buyer's responsibility to inform consumers of any risks.

## 9. DAMAGES

9.1 Collection by Buyer - The Seller takes photographs of the Cake from all angles before the Cake leaves the Seller's premises.

For Cake collected from the Seller, the Seller requires a signed collection note by the person collecting confirming that the Cake was handed over in perfect condition. The Seller does not accept any liability for loss or damage to the Cake following collection.

## 10. DELIVERY AND SET UP BY THE SELLER TO THE EVENT VENUE

10.1 For Cake delivered to a venue a delivery and set up fee is payable and is included in the invoice.

10.2 The Seller will take photographs of the Cake from all angles upon delivery to the venue and after set up. The Seller requires a signed delivery note by the person in charge at the venue to confirm that the cake has been delivered to the venue and set up in perfect condition. The Buyer agrees for a member of the venue staff to sign for the Cake

on delivery should the Buyer not be available to sign for the Cake in person.

10.3 The Seller is not liable for any loss or damage to the Cake once it has been delivered to the venue, set up and the delivery and set up note has been signed.

10.4 For the avoidance of doubt, consumption of the Cake is evidence that the Cake is fit for the purpose supplied.

10.5 Depending on the design chosen by the Buyer, the Cake may include non-edible decorations. Both the Buyer and venue will be informed in detail of these and it is the Buyer's responsibility to remove them / have them removed before the cake is served.

10.6 If any decorations are added after the delivery and set up by the Seller, the Seller is not responsible for any damage to the Cake, such as water from the flowers spoiling the icing.

10.7. Flowers provided by any florist should be free from chemicals and pesticides and not poisonous. This is the responsibility of the Buyer and their florist to adhere to.

10.8 The Seller is not responsible for the venue or another party moving the Cake after set up and delivery.

10.9 All Cakes are baked and decorated with the intention of being consumed on the Event date. After this date, it is the Buyer's responsibility to store and consume. The Seller is not responsible for storage by the venue or Buyer after the Event date, nor whether or not the cake is still fit for consumption after the Event date.

## 11. CAKE STAND HIRE

11.1 For sole hire of a cake stand /stands (i.e, not part of a wedding cake booking), seller requires a \$200 deposit and a \$50 rental fee for the use of cake stands.

11.2 The Buyer accepts responsibility for the cake stand whilst it is at their venue or in their possession.

11.3. The cake stand must be returned to the Seller within three days of the Event. Failure of this will result in costs being incurred and taken from the holding deposit.

11.4 In the event of damage to the cake stand the holding deposit will not be refunded.

11.5 Should the cake stand be damaged, broken or lost, the Buyer will be required to reimburse the Seller for the cost of the replacement.

## 12. CONSULTATIONS AND TASTER BOXES

12.1 The Parties agree to a preliminary consultation via email or telephone before the Event to discuss the design and specification of the Cake. The Seller will then provide a quote.

12.2 The Buyer can either then have a face to face consultation or the seller can send a taster box of samples to an agreed postal address confirmed by the Buyer. All appointments for consultations and taster boxes will be confirmed by email by the Seller. There is a charge for both consultations and taster boxes.

12.3. The flavor choices for both consultations and taster boxes are at the Seller's discretion, and will be based on what is most popular, which will give You an opportunity to experience the quality of the Cakes and make an informed choice from the full menu. The Seller will try their utmost to accommodate up two flavor requests where possible. If, however, the Buyer would like to try certain flavors, then the buyer may ask the Seller and the Seller may be able to

accommodate the request. There will be a charge for this service. The price will be provided upon request.

## 13 PUBLICITY

13.1 The Seller reserves the right to use images of the Seller's design / designs and Goods created during the Order process for marketing, promotional, competition and editorial purposes.

## 14. REVIEWS

14.1 The Buyer acknowledges that any review, feedback or rating which You leave may be published by Us on the website and You agree that it may be displayed for as long as We consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.

14.2 You the Buyer, undertakes that any review, feedback or rating that You write shall:

- \* Comply with applicable law in the UK and the law in any country from which they are posted;
- \* Be factually accurate;
- \* Contain genuinely held opinions (where applicable);
- \* Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving;
- \* Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence;



\*Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach of any legal duty you owe to a third party; and

\* Not to be used to impersonate any person, or to misrepresent your identity.

14.3 The Buyer agrees to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by You on the website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.

14.4 The Buyer grants the Seller and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by You.

14.5 We reserve the right to publish, edit or remove any reviews without notifying You.

## 15 GENERAL CONDITIONS

15.1. Variations to the services / order may only be agreed in writing / email by both Parties

15.2. The Seller reserves the right to require some or all of the fees to be paid in advance of the commencement of the services / order where applicable and agreed in writing.

15.3. The Seller's liability in respect of any loss of goodwill, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL

15.4. In respect of any other direct losses (in contract or Tort) the total liability of the Seller will not exceed the return of all payments received,

and thus, the limit of liability shall not exceed the value of the services provided.

15.5. Nothing in these terms will exclude or limit liability for death or serious injury caused by the Seller's negligence.

15.6. The services / order may be terminated if the payment of the fees is not made in accordance with these terms or if the Client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing, or if the Client enters into any form of insolvency arrangement. Upon termination, the Client shall immediately pay any outstanding sums to the Seller.

15.7 The Seller shall not be liable for any breach of contract due to unforeseeable circumstances.

15.8 Nothing in these terms is intended to create a partnership or joint venture between the Seller and the Buyer, and no party has the right to act as agent for the other or to bind the other party in any way.

Signature:

I agree to the terms and conditions of this contract.

First Name:

Last Name:

Signature:

I agree to the terms and conditions of this contract.