

Terms and conditions

These terms form the basis of the contract between the customer and iris and fern. These Terms along with your Order and your Order confirmation are considered by us to set out the whole agreement between you and us for the sale of cakes. It is your responsibility to check all details in the order form are complete and accurate as this is the document we work to when completing your order. Iris and fern and the customer expressly agree that the cakes and all goods purchased from iris and fern remain the property of iris and fern until paid for in full.

Payment

1. The date of the event is considered “booked” upon receipt of a non-refundable 50% deposit of the total value of the cake, delivery charges and signed contract.
2. The final payment is due 1 month prior to event.
3. If the cake is booked 1 month or less before the date required, the deposit will equal 100% of the total cost,
4. If the customer fails to make payments, iris + fern will cease work, the order will be cancelled and no refund will be given.
5. Preferred methods of payment are by bank transfer or PayPal.

Liability

1. iris + fern is not responsible for bodily injury, property or consequential damage, which may result from services.
2. iris + fern is not responsible for any damage to the cake or shortage of cake caused by anyone NOT employed by iris + fern.
3. iris + fern will not deliver a cake if payments have not been paid in full.

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Fulfilment of Contract

1. iris + fern is not responsible for any delay or inability to deliver based on accidents, natural disasters, transportation issues, inclement weather, illness, death, labour troubles, delay in supplies, disputes or strikes, or any other circumstance beyond iris + fern' s control.
2. If the customer picks up the cake, iris + fern no longer assumes any responsibility for damage caused to it.

Ordering

1. It is best to order wedding cakes 3 months in advance, however orders will be accepted after this depending on availability.
2. Quotations are valid for 30 calendar days from the day of issue.

Postponement/Cancellation

1. The customer must notify iris + fern if there is a change in the date of the event or a complete cancellation.
2. If the postponement occurs before 30 days of the event, no penalty fee will be charged.
3. If the postponement occurs after 30 days prior to the event a 25% of the remaining balance will be payable.
4. If a cancellation occurs 30 days prior to the date of the event, all money will be refunded minus the deposit.
5. If a cancellation occurs after 30 days prior to the event, the full amount will be payable.

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Changes to Order

1. Any changes must be submitted 30 days in advance.
2. There will be no changes allowed 14 days prior to the event.

Design of the Cake

1. iris + fern will follow the customers' requests closely to create the exact cake desired.
2. iris + fern cannot duplicate an exact copy of another cake artist' s work but can take inspiration from designs if you provide images.
3. Where colour swatches are provided we will do our best to match as close as possible, but exact colour matches are not guaranteed.

Serving Amount & Sizes

1. A finger (wedding) portion size is a 1" x 2" x 4" slice
2. A party portion size a is 1.5" x2" x 4" slice
3. Serving size estimations are not guaranteed to be exact, but a cutting guide will be provided.
4. iris + fern is not responsible for a shortage of cake if the pieces are cut too large.

Ingredients / storage

1. All our ingredients are of the highest quality. Sponge, flavoured and chocolate cakes, are made to be eaten on the day of the celebration.
2. iris + fern' s baked goods may have come in contact with the following ingredients:

- **Wheat Flour (Gluten)**

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- Eggs
- Milk

All cakes are made in a kitchen that handles **nuts**.

3. Natural dyes, artificial dyes, artificial flavourings, sugar, artificial sweeteners, artificial colour and other allergens not listed.
4. The customer is responsible for pointing out to guests potential allergy hazards
5. If your cake contains decoration made from sugar paste (for example flowers), whilst edible, we do not advise that they are eaten, due to the use of wires and other materials.
6. Fondant icing is not designed to be stored in the fridge, as such cakes using this icing should be stored in a cool, dry, place.
7. Sugar flowers (if being kept) should not be stored in an air tight container as they will soften

Delivery and Set Up

1. Delivery fee is dependent on the venue and will be included in your quote.
2. The customer may pick up the cake. The customer assumes liability once it passes into the customer's possession.
3. The customer is responsible for providing a suitable environment for the cake (away from heaters, vibrations, people, suitable surface, suitable outdoor setting).
4. If collecting the cake, the customer must sign a waiver to ensure the condition of the cake is satisfactory. If the cake is to be delivered to a venue iris + fern will contact the venue to arrange a suitable time for delivery. In this case a member of staff at the venue will sign a waiver confirming the cake arrived in good condition.

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5. Once the waiver is signed, iris + fern is not responsible for cake including collapse, melting, pokes etc.

Photographs

1. iris + fern reserves the right to use all photographs of the cake for advertising purposes.

Disputes

1. Any refund given for disputes regarding a cake design or production of a design are completely at the discretion of iris + fern and are not automatic.
2. Where possible errors should be highlighted upon delivery / collection to allow the opportunity to correct them.
3. Full refunds will never be given for any cake which has been consumed regardless of dispute, as consumption of the cake is viewed as your acceptance that the cake is adequate for the purpose for which it has been supplied.
4. On delivery a waiver is signed and cakes are photographed from different angles to show cake quality on delivery.
5. We do not accept any responsibility for loss or damage to the cake or items with the cake such as knives, decorations and stands, once the cake has been delivered to a venue or collected from our shop, or for loss, damage or non-delivery under unavoidable or exceptional circumstances.
This in no way affects your statutory rights.