



Thoroughly-Good Cakes Ltd

...it's all in the name

Terms and Conditions

All sales made by Thoroughly-Good Cakes Ltd are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer.

1. Price

The price for the order shall be as stated when final design has been agreed. Where a final design has not been agreed a close as possible estimate will be given. Upon confirmation of design the agreed price will be confirmed. You agree to pay the full price to Thoroughly-Good Cakes Ltd. Order under £150 may not be confirmed in writing. If you require this please advise. It is the customers responsibility to inform Thoroughly-Good Cakes Ltd of any errors.

2. Deposits

All orders require a deposit to secure the time required to produce and supply your order. All deposits are non-refundable, but the order may be transferred to an alternative date subject to availability. All deposits become due when the order has been placed, details checked and agreed by you. All orders are deemed only to be accepted only when the deposit has been paid. Payment of deposit or balance is deemed acceptance of these terms and conditions.

Any monies paid to Thoroughly-Good Cakes Ltd in addition to the deposit amount prior to the balance due date are only refundable at the discretion of Thoroughly-Good Cakes Ltd.

3. Payments

Payments may be made by Direct Bank/Building Society Transfer, Cash or Cheque. Please confirm your choice of payment when placing your order and we will send you the relevant details. Thoroughly-Good Cakes Ltd accepts no responsibility for any monies lost in the post. Deposits paid by cheque must have cleared before your order is confirmed.

4. Final Payments

Final payments for cake orders must be made as follows unless otherwise agreed.

Up to £100. On collection / Delivery

£101 - £199 1 Week Prior to collection / Delivery

£200 + 2 Weeks prior to collection / Delivery

All payments must be cleared funds prior to these deadlines.

5. Non-Payments

In the event that any payment is subsequently declined, the order will not be released or completed until alternative funding arrangements have been agreed and payment made in full. Subsequent completion of the order will be subject to availability and cannot be guaranteed. Thoroughly-Good Cakes Ltd accepts no liability for any loss howsoever caused or for non-delivery under these circumstances. The customer will be responsible for the payment of any additional charges which have been incurred as a result of payment failure.

6. Cake Designs

All cakes are individually designed and hand crafted. Thoroughly-Good Cakes Ltd will never directly reproduce or copy any previous cake design whether supplied by Thoroughly-Good Cakes Ltd or another cake supplier.

Thoroughly-Good Cakes Ltd reserves the right to refuse any cake it deems unachievable to produce; any part of the design contains or makes reference to anything illegal or would in Thoroughly-Good Cakes Ltd own opinion present Thoroughly-Good Cakes Ltd in any way it deems negative. This decision rests solely with Thoroughly-Good Cakes Ltd. If in this occurrence an alternative design cannot be agreed the order will be canceled and any deposits refunded. This will be deemed the end of the agreement between Thoroughly-Good Cakes Ltd and the customer and no further liabilities can be accepted on Thoroughly-Good Cakes Ltd part.

7. Alterations to Orders

Your cake is very important to us. Please take the time to check your order confirmation carefully and let us know within three days of order confirmation if any changes are needed. It is your responsibility to advise Thoroughly-Good Cakes Ltd of any alterations to the original order. Whilst every effort will be made to accommodate changes, please note that alterations cannot be guaranteed and may incur additional charges. Any agreed amendments to orders and any subsequent alteration to price will be confirmed in writing by Thoroughly-Good Cakes Ltd

8. Cake Component Parts

Depending on the design, on occasion it may be necessary to use non-edible supports or other items in your cake. We will make you aware of this at time of delivery / collection.

From time to time certain materials for our cakes may become obsolete, no longer be available from our suppliers or affect the quality of the final produced cake for example pre-manufactured items or ribbon colour. This is totally outside of our control; however, we will redesign a cake as closely as possible to the original design using replacement products. In all cases we will try to contact you to advise of any such changes; however Thoroughly-Good Cakes Ltd reserves the right to replace these with components of equal or better quality without consultation.

9. Colours

Thoroughly-Good Cakes Ltd will attempt to as closely as possible match your specific colour requirements. Exact colour matches cannot be guaranteed.

10. Collection

Your order can be collected at a pre-arranged time convenient to both parties. All collection orders will be photographed and must be checked to confirm that it is good condition and correct as per the original order confirmation. It is the customer's responsibility to check the order. Thoroughly-Good Cakes Ltd cannot accept responsibility for damage to any order once the order has been collected.

11. Delivery

Your order can be delivered at a pre-arranged time convenient to both parties. Delivery dates and times will be confirmed in writing. Deliveries may incur an additional charge; this will be confirmed at time of order / request. It is your responsibility to provide correct delivery information and to ensure that someone is available to receive the order on the date and time specified. If the recipient is not available at the date and time specified, the order will be either:

Set-up as per the original customer order, photographed and a cake care sheet left. This will deem the order completed or returned to Thoroughly-Good Cakes Ltd. It is then the customers' responsibility to rearrange the delivery or collection. Thoroughly-Good Cakes Ltd accepts no responsibility for any loss incurred by the customer as a result. The decision to leave or return an order is at Thoroughly-Good Cakes own discretion.

In the event of any delay to your order by the delivery recipient greater than 15 minutes beyond the delivery time stated on the order confirmation Thoroughly-Good Cakes Ltd reserves

the right to either make a charge for waiting time of £5 for every additional 30 minutes or part their-of or return the order to Thoroughly-Good Cakes Ltd for collection / redelivery. Thoroughly-Good Cakes Ltd accepts no loss incurred by the customer as a result. Any waiting time charges must be paid in full with cleared funds before the order will be released.

Any re-deliveries may incur additional cost. This will be confirmed when the re-delivery is arranged and must be paid in full with cleared funds prior to completion of the redelivery.

Thoroughly-Good Cakes Ltd cannot be held responsible for late delivery on their part to any circumstances beyond their reasonable control, such as traffic problems, venue restrictions etc.

All delivery orders must be checked to confirm that it is good condition. It is the customer's responsibility to check the order. Thoroughly-Good Cakes Ltd cannot accept responsibility for any damage to any order once it has been delivered.

All deliveries need to be scheduled and are subject to availability. If you require us to deliver, we advise you to confirm at the point of order as we may not be able to offer it at a later date.

12. Setting Up

If you require your order can be set up by Thoroughly-Good Cakes Ltd. This will be confirmed at time of order and the details agreed on your order confirmation. This may incur an additional cost. It is your responsibility to ensure that you have provided Thoroughly-Good Cakes Ltd with all the set-up details and arrangements made with the venue for the location and display of the cake. Thoroughly-Good Cakes Ltd cannot be held responsible for the location of the cake at the venue. Please ensure therefore that the display location is level, stable and strong enough to hold the cake and stand.

Thoroughly-Good Cakes Ltd advises that all orders are to be setup in their final required location and under no circumstances should they be then moved. Where this advice is not followed, and orders are required to be set-up in a temporary position they will be set-up to the final display requirements as per the order confirmation. This is entirely at the customers own risk. Thoroughly-Good Cakes Ltd cannot be held responsible or liable for any damage or interference thereafter.

Please be aware orders can be adversely affected in warm conditions such as inside a marquee on a hot summers day or when set up in direct sunlight. Thoroughly-Good Cakes Ltd cannot be held responsible for any effect such warm conditions will have on your order.

If the cake is to be set up by Thoroughly-Good Cakes Ltd. A photograph will be taken prior to departure by Thoroughly-Good Cakes Ltd to verify the cake has been set up and left in good condition.

Once the cake has been 'set up' Thoroughly-Good Cakes Ltd cannot be held responsible or liable for any damage or interference thereafter.

13. Cancellations

All orders are subject to the following cancelation terms:

12 weeks prior to delivery/collection – 50% of final fee due

4 weeks prior to delivery/collection – 100% of final fee due

14. Copyright

Please note that no person or company shall have entitlement to copy or reproduce in any form, or otherwise make use of any image, photograph, design or other document or item produced by or on behalf of Thoroughly-Good Cakes Ltd without the prior written consent.

15. Publication and Promotional Rights

In confirming the cake order the customer agrees that Thoroughly-Good Cakes Ltd is the sole designer and owner of the final cake design. All rights in any original designs created and designed by Thoroughly-Good Cakes Ltd shall remain the exclusive property of Thoroughly-Good Cakes Ltd.

Our designs are published on various social media and photo sharing websites and may be published in the media e.g. local newspapers or trade magazines. We reserve the right to use any image taken of an order created by Thoroughly-Good Cakes Ltd for publication after the delivery date unless previously agreed in writing between the customer and Thoroughly-Good Cakes Ltd.

16. Allergies.

Thoroughly-Good Cakes Ltd do not produce any orders that are tailored to specific dietary requirements or are allergen free. All orders are made and prepared in a kitchen that does not apply any allergen controls. It is the customer's responsibility to advise anyone who may eat the order to advise them that no dietary or allergen controls have been used in its production.

17. Additional Equipment

Unless otherwise stated any additional equipment such as cake stands etc. Supplied by

Thoroughly-Good Cakes Ltd is without any additional cost. It is the customer's responsibility to return these items to Thoroughly-Good Cakes Ltd within 4 days of delivery unless otherwise agreed in writing by Thoroughly-Good Cakes Ltd.

The customer is liable for any damage or loss to 'additional equipment' provided and reserves the right to charge for late return of 'additional equipment' up to the value of the original or equivalent item.

18. Fresh Flowers

Thoroughly-Good Cakes Ltd does not recommend the use of fresh flowers in any of its cake designs. If, however the customer would like to use fresh flowers it is the customer's responsibility to advise Thoroughly-Good Cakes Ltd. Thoroughly-Good Cakes Ltd cannot accept any responsibility whatsoever for any affect fresh flowers has on the cake supplied.

19. Corrections, Complaints, Refunds

It is the Customers responsibility to inform Thoroughly-Good Cakes Ltd of any corrections such as inscription mistakes. Prior to collection/ delivery the customer will be sent photographs of the order for approval it is the customers responsibility to check the pictures and advise of any inscription errors or corrections prior to collection/delivery. You are required to give Thoroughly-Good Cakes Ltd the opportunity to make any corrections needed.

In the event of a complaint over the quality of the final product the customer is required to inform Thoroughly-Good Cakes Ltd within 24 hours of the product being served.

At Thoroughly-Good Cakes Ltd's discretion a complaint may require further investigation and an immediate refund may not always be possible. In such cases Thoroughly-Good Cakes Ltd may require parts or the whole of the order supplied to be returned to fairly asses the nature of the complaint. This will be advised at the time. Should these instructions not be followed the customer forfeits the right to any refund

Any refund made by Thoroughly-Good Cakes Ltd is to the value of the original order only. Further compensation or consequential loss in not available.

The customer agrees that any refund, exchange in whole or in part is without prejudice. Any refund/exchange is solely at the discretion of Thoroughly-Good Cakes Ltd.

20. Sub-contracting / 'Passing on' of orders

All orders accepted by Thoroughly-Good Cakes Ltd will not be sub-contracted or 'passed on' to another cake supplier. As Thoroughly-Good Cakes Ltd is a sole trader with no employees in the event of personal injury however serious, illness or incapacitation in extreme cases Thoroughly-Good Cakes Ltd may be unable to fulfill the original order. In these circumstances Thoroughly-Good Cakes Ltd may choose to instruct an alternative supplier to complete the original order. Where possible you will be advised of this and the option to cancel your order in full without any penalties will be available to you.

21. Data Protection.

Thoroughly-Good Cakes Ltd complies with all aspects of current Data Protection regulations. All customer details collected are only those needed to allow Thoroughly-Good Cakes Ltd to administer your order. Customer details are stored both digitally and in writing, stored securely and remain confidential. When no longer needed by Thoroughly-Good Cakes Ltd customer details are destroyed. Thoroughly-Good Cakes Ltd will not share your personal information with any other third parties.

CCTV recording is in use at Thoroughly-Good Cakes Ltd for security and safety purposes. Recordings are stored digitally, and password secured.

Thoroughly-Good Cakes Ltd reserves the right to pass on copies of recordings to third parties such as the police and insurance companies at its own discretion.

Thoroughly-Good Cakes Ltd.

Registered Office: 5 Thoroughgood Close, Burscough, L40 7TX. Registered in England and Wales No: 11345481