

## Rayna's Lane – general terms and conditions of trade

### 1. Our contract with you, the customer

All orders by you, the customer, for supply of goods are subject to these terms and conditions, unless varied in writing and signed by both parties. Once an order has been placed your order is considered firm and there will be a contract between us. The contract will end upon receipt of goods.

### 2. Payment

The price for all our celebration and non-celebration cakes is payable as follows:

- Web order cakes: in full at the time of order
- A non-refundable deposit of 50% when placing your bespoke order or upon quote retrieval and the remaining 50% before the goods have been handed over, whether that's upon delivery or collection.
- Any changes made after the 24 hour booking period: the additional charges for the change will be paid in full (subject to availability).

The price for all our wedding cakes is payable as follows:

- Wedding cakes ordered online: in full at the time of order
- When ordering a bespoke wedding cake following consultation, we ask for a non-refundable deposit of 50% of the total cost (including the delivery charge) upon acceptance of our quote. The balance needs to be paid 14 days prior to delivery. Please note, your wedding cake order is not confirmed unless the wedding cake contract is signed and the 50% deposit has been received.
- Any changes made with one month till the event: the additional charge for this change will be paid in full (subject to availability).

### 3. Cancellation

You may cancel a celebration / non-celebration cake at any time provided the cancellation is made by the person who placed the order, or another person authorised to act on their behalf, and has communicated this to us in writing. As this incurs administrative costs, lost business and impacts on our commitment to other customers, we will apply cancellation charges as follows:

Days before delivery / collection date	Cancellation charges
14-7 days	50%
6 days or less	100%

If you have ordered a bespoke celebration cake, paid the non-refundable deposit (50%), and cancelled with 6 days or less till delivery / collection, you will still need to pay the remaining amount.

For wedding cakes:

	Cancellation charges
When signing the cake contract	50%
14 days or less to event	100%

If you chose to make the full payment at the time of signing the cake contract and your wedding was cancelled **one month** before the date of delivery / collection, the first payment of 50% will NOT be refunded as this is non-refundable. The second payment, however, will be refunded back to you.

We may also apply cancellation charges and terminate our services if you fail to pay us on the due dates given under clause 2 or if you become insolvent, appoint a liquidator receiver or administrator, or propose a voluntary agreement with your creditors. We reserve the right to apply an administration fee of £20 for any cancelled celebration, non-celebration and wedding cakes.

Please note that verbal, physical and/or racial abuse, as well as violence of any nature and/or threats to a member of Rayna's Lane life will incur in the lost of any fees already paid, the order cancelled and banned from any future purchases. Rayna's Lane members will not tolerate this and will report this to their nearest police station. We reserve the right to apply for an administration fee of £20.

#### 4. Changes or supply of additional goods or services

Following placement of order, should you wish to make any changes to a celebration cake design, please contact Rayna's Lane. We will try our best to accommodate changes within the 24 hour period, however we are unable to accept any changes past this point. Depending on the change requested, an additional charge may be applied and shall be payable in accordance with the terms of clause 2. In addition to the costs incurred to make the change, we reserve the right to charge an administration fee of £20.

#### 5. Force majeure and liability

If we are prevented from performing our services and delivery by circumstances out of our control, including but not limited to strikes, accidents, acts of God, national or local disasters or similar events, then we will cancel the order and refund you the amounts you have paid and we will have no further liability to you.

#### 6. Food allergies

we offer a range of cakes which are baked and decorated in an environment where nuts are present. Unless specified otherwise cakes may contain NUTS, MILK, EGGS, WHEAT, SOYA, GLUTEN, LUPIN, SEASAME SEEDS and SULPHUR DIOXIDE. Food allergy information is available on request. We can not be responsible for any incidents involving personal food allergies.

#### 7. Complaints

In the unlikely event that you have a complaint about your cake, please inform a member of the Rayna's Lane team so that we may have the opportunity to resolve these matters immediately. If any problem cannot be resolved at that time, then you should write to us within 7 days to enable us to investigate and report to you. Accordingly it is a term of our agreement with you that we cannot entertain complaints made after 7 days as we are deprived of the opportunity to investigate any facts that you may complain of. If we cannot resolve your complaint following your writing to us, you will agree to an over the phone meeting. If this meeting fails to resolve any dispute, any legal claim you bring will be limited

in value to 50% of the total cost of the cake and in respect of which any complaint is made. Depending on the severity of the situation, and at the managers discretion the total cost of the cake may be refunded.

#### 8. Refunds

Refunds should take between 5-7 working days depending on your account. Please note that a full refund is not guaranteed and is at the managers discretion. The 50% non-refundable deposit will also not be refunded.

#### 9. Rush orders

Rush orders are made within 7 days and are either delivered or collected. All rush orders are subject to availability and full payment must be made within 24 hours of acceptance or your order will be cancelled. It is important to note that rush order customer will not receive a refund unless a Rayna's Lane member has done something wrong i.e. dropped the cake before delivery, damaged the cake before delivery or collection and / or not made the cake in time. Please note that pictures will be taken of each cake before it has been handed to the customer to prevent false accusations.

#### 10. Delivery / Collection

- We offer a delivery service to anywhere in London and you will be charged according to the distance from our location in Ealing. Please note that delivery costs can be changed by us at any time.
- We will take all possible care to ensure your cakes arrives undamaged if being delivered by one of our delivery team. In the unlikely event the cake is damaged please contact us to discuss options. Any refunds provided will be limited to the total cost of the cake. Please note that all delivery drivers take pictures of the cakes condition before handing it over to the customer.
- We deliver between 4pm - 8pm Monday – Friday and 8am – 12pm Saturday and Sunday. Please note that delivery outside these hours can also be discussed however, not guaranteed. For wedding cakes, we ask for an indicative time which we aim to deliver by, but we reserve the right to contact the customer or the venue to agree to amend the time if necessary.
- We highly recommend you receive delivery of your cake yourself, but if you request for your cake to be left in a safe place or with a neighbour, please make this clear at the time of order. We cannot accept responsibility for any damages or losses caused as a result of this.
- We aim to deliver the goods by the date quoted for delivery, but delivery time 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.
- If you decide to have your wedding cake collected Rayna's Lane are not responsible for any damages occurred, if any. Rayna's Lane are also not responsible for the set up.

If you are more than 15mins late to collect up your cake at the original time set, you will be charged a late fee of £10.

#### 11. Availability

All orders are subject to acceptance and availability. We reserve the right to cancel your order if:

- We experience supply chain issues outside of our control resulting in insufficient stock to deliver the goods you have ordered
- We are unable to deliver to your area; or
- One of 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.

If we do cancel your order, we will notify you and refund any sums paid as soon as possible but in any event within 30 days of your order. In the event of a pricing error, you will be given the opportunity to reorder at the correct price.

#### 12. Jurisdiction

These terms and conditions are governed by English Law and the exclusive jurisdiction of the English courts.