

Terms and Condition



1. Definitions

1.1 Customers are referred to as “you” or “your”

THE DESSERT BAR LOUGHTON Ltd. is referred to as “we”, “us”, “our”

2. Contact & Company Details

THE DESSERT BAR LOUGHTON LTD

12 Roydon Close, Loughton, IG10 3DN

Tel. +44 7909915400

Email: thedessertbarloughton@yahoo.com

Registered in England and Wales under company number: 16003270 having our registered office at 12 Roydon Close, Loughton IG10 3DN.

3. General

3.1 We reserve the right to change these Terms and Conditions at any time. Any such changes will take effect from when they are posted on the website (see date at the top) and it is your responsibility to read the Terms and Conditions on each occasion that you use this website. Your continued use of the website shall signify your acceptance to be bound by the latest Terms and Conditions.

3.2 We only sell to those over 18. If you are under the age of 18, we may not accept your order and you must discontinue the order process now. By placing an order with us you confirm that you are at least 18 years old, or in the case of the product containing alcohol being a gift you also confirm that the recipient is 18 or over. You also confirm that the information that you give is correct and truthful.

3.3 The contract between us shall be governed by the Laws of the United Kingdom and any dispute between us will be resolved exclusively in the courts of the United Kingdom.

English is the only language offered for the conclusion of the contract.

3.4 When you place an order we collect certain personal and transactional information (e.g. name, address, email address). For details on how we use this information, please read our Privacy Policy.

4. Ordering

4.1 All orders must be made online on this website or by phone and are subject to these Terms and Conditions.

4.2 Acceptance of order and completion of the contract is made once the order is confirmed by us in writing (by email or text message) and payment has been made in full. English is the only language offered for the conclusion of the contract.

4.3 We reserve the right not to accept any order due to one or more of the following:

- 4.3.1 The product is out of stock.
- 4.3.2 Payment has not been authorised.
- 4.3.3 Error in pricing or product description.
- 4.3.4 Unexpected limits on our resources which we could not reasonably plan for.
- 4.3.5 We cannot meet a deadline you have specified.
- 4.3.6 The criteria in clause 3.2 in these Terms and Conditions are not being met.
- 4.3.7 Technical failure of the website.

4.4 All products are subject to availability. In the unlikely event that we are unable to supply you with your request, we will notify you as soon as possible.

4.5 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4.6 On occasion the product specification may change. If this does happen, we will do our best to contact you to offer a substitute item of the same or better quality, at the same price. If you are not happy with the replacement item offered to you, we will refund you for the original unavailable item.

4.7 Please make sure to thoroughly read our Dietary & Allergen Guide and product information for any dietary or allergy concerns before ordering.

4.8 All sizes and measurements are approximate but we do try to make sure that they are as accurate as possible.

4.9 Products may vary slightly from their pictures: All our cakes and confectionery products are freshly baked and crafted by hand, each day. As each and every item is as individual as the person who made it, slight variations from the original website image may occur. The images of all products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.10 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

4.11 Making changes to your product (made-to-order cakes). If you wish to make a change to the product you have ordered please contact us as soon as you can and we will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm in writing whether you wish to go ahead with the change.

4.12 We reserve the right to make minor changes to the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

5. Risk

5.1 Risk of damage or loss to the goods supplied passes to you from the time we deliver the product to the address you gave us or you or a carrier organised by you collected it from our Baking Studio. We cannot accept any claim for damage, loss or deterioration after the delivery or collection has been made. Please read the storage and handling

instructions carefully upon receipt of your order. This does not affect your statutory rights.

6. Delivery & Collection

Cakes

6.1 Freshly baked, made-to-order cakes, cupcakes and desserts are available for delivery to Greater London and West Essex.

Delivery rates are calculated by our courier company during the order process. Charges are based on road distance (using Google maps) from our Baking Studio. Our standard cake delivery charges vary from £10 to £15.00.

6.2 For larger orders that exceed our regular courier capacity we reserve the right to charge extra. We will contact you with a quotation for your approval should this be the case.

6.3 Delivery dates and time slots are limited and can be selected when checking out in the online shop. Customers are required to provide clear delivery instructions, a contact name and telephone number for our delivery driver. If for any reason, the delivery cannot be accepted during the agreed time slot and location, we will take your order back and retain it for the next 24 hours during which time you can WhatsApp us on +44 7909915400 to request redelivery at an additional charge or to arrange personal collection from our Baking Studio.

6.4 If, despite our reasonable efforts, we are unable to contact you to re-arrange delivery or collection we may end the contract and will not accept any claim for a refund or replacement.

6.5 Collections can be made from our Baking Studio. Simply select a date and time for collection when checking-out in the online shop. If, for any reason you are running late or are not able to collect as planned, please WhatsApp us on +44 7909915400 to let us know.

6.6 Customers, or their dedicated carrier, are required to provide a valid order confirmation number and sign a disclaimer upon collection to confirm that the order has been received in good condition. When placing the order, customer will receive a confirmation via email. Due to the fresh and fragile nature of our cakes, we strongly advise against collections by bike and recommend that journeys should take no longer than 30 minutes, especially during warm weather. For more details and advice on how to handle fresh, delicate and perishable products, such as our cakes, please see our Product Information.

7. Payment & Prices

7.1 All prices are quoted in GBP but exclude delivery costs unless otherwise stated.

7.2 Payment must be made when placing the order. This also applies to any pre-ordered items.

7.3 We accept payment by Visa, Visa Electron, MasterCard, Maestro, Paypal, Revolut and cash on collection.

7.4 When using the card you confirm that you are the cardholder or have permission to make payment with the card by the cardholder. In the event that our system flags an issue with the provided card, we will refund the order and contact you to take payment with an alternative card. Should this not be possible we will not accept the order.

7.5. The price you will be charged is the price stated on the website at the time we receive your order. In the unlikely event that an incorrect price has been given, we will contact you as soon as possible to see if you would like to go ahead with your order at the correct price or cancel the order. If we fail to get in contact with you we will cancel the order in respect of the incorrect priced product.

7.6 Please make sure you receive a receipt of payment via email as well as a confirmation of your order. Failure of either to arrive might indicate that the order has not gone through successfully.

7.6 Please make sure you receive a receipt of payment via email or text as well as a confirmation of your order. Failure of either to arrive might indicate that the order has not gone through successfully.

8. Cancellations

8.1 You can always cancel your order with us. Your rights when you cancel your order will depend on what you have

bought, whether there is anything wrong with it, how we are performing and when you decide to cancel your order:

(a) If the product you have bought is faulty or misdescribed you may have a legal right to cancel the order (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back)

8.2 You may cancel your order because of something we have done or are going to do for a reason set out at (a) to (d) below and we will refund you in full for any products which have not been provided with. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (except, see clauses 4.13 and 8.9)

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control

(d) you have a legal right to cancel the order because of something we have done wrong

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer

Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

(a) perishable items or items that reduce in value once handled. This includes any food products, including cakes, confectionery and retail items including gifting ranges & merchandise

HOWEVER, we do offer a goodwill cancellation basis for these products where certain requirements are met (see clause 8.5)

(b) made-to-order or customised products which may include special editions or signed books (see clause 8.6)

(c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them

Freshly made-to-order cakes, cupcakes & desserts

8.5 If you wish to cancel your cake order you must give us the following minimum notice to qualify for a credit or refund:

(a) Cupcakes: 24 hours before delivery or collection

(b) Layer cakes: 48 hours before delivery or collection

(c) All custom cakes : 72 hours before delivery or collection.

How to cancel your order:

8.10 To cancel your order, please email us to at thedessertbarloughton@yahoo.com or WhatsApp us on +44 7909915400. Please provide your name, home address, details of the order, order number and, where available, your phone number and email address. For the avoidance of doubt, any order cancellations must be made in written form.

9. Refunds & Returns

Cakes, Cupcakes and Desserts

9.1 If for any reason you are not happy with your cake order, please contact us to immediately by email to at thedessertbarloughton@yahoo.com or WhatsApp us on +44 7909915400.

In order to qualify for redemption and for us to investigate the reason for the fault, we will ask that you return the product to us for quality inspection or provide photographic evidence within 24 hours from receipt of the order. Please note that we are not able to offer any refunds without proof of evidence.

If the product is faulty or misdescribed we will either correct the mistake or provide a replacement prior to your event. If this is not possible, we will offer some or all of your money

back subject to our investigation from the proof of evidence. Please state your order number in all correspondence.

Upon cake collection or delivery, customers will be asked to inspect their product and must sign to confirm they are happy with their order e.g. size, design, wording, condition and quality. Any issues must be communicated, as above, within 24 hours from receipt with images as supporting evidence.

By agreeing to our Terms & Conditions, you will take all appropriate action to follow our cake handling, storage and serving guidelines. The Dessert Bar Loughton Ltd will not be held responsible for issues arising from the guidelines not being correctly followed e.g. exposure to warm temperatures due to the cake being unrefrigerated for too long (buttercream or icing may melt) or being consumed too cold (cake may appear dry).

In the event of an issue arising at the time of the cake being served, all details must be emailed to at thedessertbarloughton@yahoo.com or WhatsApp us on +44 7909915400 within 48-hours of receipt. In order for an investigation to be opened a full written account along with photographs must be provided. Upon conclusion of an internal investigation, you will be updated on our findings. A refund or compensation will only be granted in instances where the issue falls outside of what is stated in our Terms of Service. E.g. refunds or compensation will not be granted on account of personal taste, as this is a subjective matter. Nor will refunds be issued where evidence is clear of incorrect handling, storage or serving.

Equally, any issues raised after the 48 hr grace period may not be eligible for a refund or compensation.

Refunds will only be issued to the original credit or debit card account used by you to make the online purchase. For any such refund, legal ownership of the goods will immediately revert to us.

Please note sections 4.6 and 4.9 above regarding the potential for slight colour variations in our handmade items. Due to the nature of our handmade offering, refunds will not be permitted on account of a reasonable variation in colouring between what has been viewed online and what has been received by the customer.

How to cancel your order:

9.2 Returns of shippable products are only accepted for items that arrived damaged or in error. Should you receive a damaged or wrong item, please notify us within 24 hours and send us a photo of the damaged/wrong item by email to thedessertbarloughton@yahoo.com or WhatsApp us on +44 7909915400. We may ask you to return the item(s) to us and replace or exchange them depending on the condition. We do not offer refunds for any other reason on perishable items, so please read the product description and shelf life information carefully before placing your order.