

# Wonderland Sprinkles' Terms & Conditions

*Last updated June 2021*

**By paying a deposit the customer automatically accepts Wonderland Sprinkles' terms and conditions.** Should the customer have an issue with any of our policies, this must be addressed before any payment is made. Declining any of our policies after this may result in the customer's order being cancelled and the loss of any payments towards the booking. We hold the right to refuse service to anyone without explanation.

## 1 Booking, Availability & Placing an Order

1.1 We work on a first come first serve basis. Bookings are only secured once a deposit has been made. General enquiries are not a form of securing a date or placing an order. Booking is subject to availability and will be confirmed once the required payment is made as per the customer's order email / invoice.

1.2 Enquiries and order requests are accepted via email, private message on Facebook and Instagram (all to the appropriate accounts) and via our website, we may also occasionally accept WhatsApp if the previous options are not appropriate for the customer. Please note we only accept enquiries / quotes / orders / order amendments and cancellations by one of these methods, or an agreed similar alternative, as we require written contact for reference. Phone calls are not currently accepted unless otherwise agreed and scheduled.

1.3 To process a customer's order an invoice will be sent via email, unless otherwise agreed, and will include all order information, payment details and our address for collection. We ask that all details are thoroughly checked before any payment is made, this includes but is not limited to; your personal details (including delivery address where appropriate); flavours and quantities of items; and the spelling of names / numbers. By paying the deposit the customer is confirming that all details on the invoice are correct. Noticing a mistake or items missing / added to your order may not be possible to amend at a later date and may incur additional costs or loss of part or full payments. This will be decided on at the discretion of Wonderland Sprinkles. Please be as specific as possible when placing an order, if a detail is not mentioned we will not know about it and therefore it will not be included in your order. Wonderland Sprinkles cannot be held accountable for items missing / added to your order if they are or are not displayed on the approved invoice.

1.4 Wonderland Sprinkles does not replicate other baker's work due to copyright laws as well as respecting other's techniques and personal styles. If a customer would like us to take inspiration from someone else's work this is not an issue but we will design and create a bespoke piece with our own style first and foremost. Knowing where the inspiration came from can also be useful as we may need to personally contact the original designer for permission. Replicating our own work is also not always possible as our techniques and skills are constantly adapting and improving.

## 2 Deposits, Payments & Cancellations

2.1 For regular orders, including celebration, a minimum 25% non refundable deposit is required to save the customer's selected date. The remaining balance is due by 72 hours before the date of collection / delivery. If this deadline is not met, we cannot guarantee the order will be completed and collection / delivery may be cancelled at short notice and will risk the loss of any and all payments the customer has made towards the order. This will be decided on at the discretion of Wonderland Sprinkles. All payments must be made by bank transfer only.

2.2 For large events / orders, including weddings, a 50% non refundable deposit is required to save the customer's selected date. Should the order be placed more than 10 months before, a 25% non refundable deposit is accepted to hold the selected slot. If this is the case, a further 25% non refundable deposit is required by 10 months before the selected date to complete the total 50% deposit and securing the booking. The remaining balance is due by 2 months before the date of collection / delivery. If this deadline is not met, we cannot guarantee the order will be completed and collection / delivery may be cancelled at short notice and will risk the loss of any and all payments the customer has made towards the order. This will be decided on at the discretion of Wonderland Sprinkles. All payments must be made by bank transfer only.

2.3 Immediately after a deposit is made, the order is confirmed and placed into the diary. Should the customer cancel their order after this time the deposit will be lost. If more than the deposit has been paid in, it is required that all expenses already purchased for internal and external supplies are deducted and a

possible refund of any remaining balance to be returned, only if this is before the final 72 hour or 2 month notice window as per the above in clauses 2.1 and 2.2. This will be decided on at the discretion of Wonderland Sprinkles.

2.4 If the customer must cancel their order during the final 72 hour or 2 month notice window as per the above in clauses 2.1 and 2.2, the full balance will likely be lost. Any products already completed may either be collected by the customer or will be resold to the public within 24 hours of completion.

2.5 If any payments due cause an issue for the customer they must inform Wonderland Sprinkles as soon as possible to which we will try to arrange an alternative payment method. If the customer cannot pay the full balance in the timeframe required the order may be cancelled and any payments already made may be lost. This will be decided on at the discretion of Wonderland Sprinkles. If the customer cannot finish the full payment and does not want to lose their deposit(s) an alternative product may be made to fit the new, lesser budget, as long as time and supplies permit this.

2.6 Full payments are welcomed early to ensure enough time for all elements of the products to be ordered, delivered, made and decorated as early as possible or within the scheduled timeframe, as well as avoiding any payment deadlines. Payment plans are accepted and are the customer's own responsibility, please ask us for information.

2.7 Up to the full cost of our sample tasting appointments for large events may be deducted from the final order should the customer choose to go ahead, detailed information for this is laid out on our website. Adding extra flavours to the package must be agreed on and paid for by 2 weeks prior as long as our existing schedule permits this, additional flavours are not deductible from the final order. Booking this appointment requires the full balance upfront and is taken as a non refundable deposit should it be cancelled. A 50% refund may be permitted should the appointment be cancelled 6 weeks prior. If the appointment date or time must be changed we require at least 4 weeks notice and the availability to do so.

### **3 Collection, Delivery & Returns**

3.1 Collections are usually offered 11am - 6pm Monday - Sunday, this may not always be the case and will depend on our existing schedule. A collection date and time will be agreed on between Wonderland Sprinkles and the customer upon ordering. Changing this at a later date may not always be possible. Should this need to be changed, both parties must check with the other as soon as possible and a new date / time will be agreed upon where possible. If it is not possible to change this information the order may have to be cancelled and the loss of any and all payments would be probable. If the customer is running late they must inform us immediately as products may need to be stored correctly during this time. We are unable to take responsibly should a damage occur due to a late collection without sufficient warning or no contact. If the customer does not collect their items within 4 hours of the agreed time slot with no notice given or does not respond to attempted contact, any and all items may be put up for sale to the public. For the customer to regain their missed products up to the full cost may be required. This will be decided on at the discretion of Wonderland Sprinkles. We ask that you do not arrive for your collection earlier than originally agreed as your items will likely not be ready to take or we may be unavailable.

3.2 Photos of the finished products may be provided before collection / delivery where possible. Should the customer require any amendments once the items have been completed, this may induce additional costs should we have the time / supplies to adhere to any requests at short notice. We have a right to use all photos taken of our products by us or by a member of the public, should a person or their personal details be in shot we will ask permission before using these on our platforms including but not limited to; social media, website, marketing materials.

3.3 Upon collection the customer will be shown their completed order to ensure they are happy with the final products. By leaving our facility with the products the customer accepts the design as is and therefore cannot make a design related complaint after this time. If any damage / contamination / loss is caused after the products have left our facility Wonderland Sprinkles cannot be held responsible for this. If damage has occurred and the customer requests their products be repaired they must contact us immediately to arrange a return and recollection / delivery if this is possible with Wonderland Sprinkles. Repairs and alterations may induce additional costs. We are unable to re-handle contaminated products once they have left our facility.

3.4 Deliveries are usually offered 9am - 11am Monday - Sunday but must fit into our existing schedule and will not always be available, collections are advised where possible except for large events. Delivery charges

apply depending on the customer's location. We are unable to enter apartment blocks or shared housing, the recipient will be required to come to ground level to collect their order. Large events, including weddings, will be charged at a 20% higher rate to include set up fees at the venue. Should any damage be caused during delivery while the items are still in our care, we will do our best to repair but may return to our facility if necessary at no extra cost.

3.5 If products are delivered by Wonderland Sprinkles directly to a venue, staff will be required to sign our delivery sheet for all items to confirm they are presented as in the images previously provided with no damage or alterations. Signing this automatically hands over responsibility to the venue. Should any damage / contamination / loss be caused after this time the venue is held responsible.

3.6 Should a problem arise once the products are cut into, the customer needs to contact us immediately with clear photos and a detailed description of the problem. If the products need to be returned for inspection, we require at least 90% of the items back within 24 hours from collection / delivery in order to decide further action and possibly issue a discount / credit / partial or full refund where suitable. This will be decided on at the discretion of Wonderland Sprinkles. Official complains regarding taste / texture / order information are only heard within this prime 24 hour window from collection / delivery. Complaints of this nature after this time cannot be accepted.

#### **4 Discounts & Promotions**

4.1 All promotional offers will include information on start / end / book in by dates and any rules that apply to that specific offer. This information will be abided by and decided on at the discretion of Wonderland Sprinkles.

4.2 Any promotional products may require a full payment to be booked in. This payment may be a non refundable deposit and may not be returned should the customer cancel the order. This will be decided on at the discretion of Wonderland Sprinkles.

4.3 Multiple promotional products may not be used in conjunction with each other. The customer will decide which offer they want to use at the time of booking as long as all are valid. This decision cannot be changed once a deposit is made.

4.4 Orders already booked in with a minimum deposit paid cannot be amended to include an offer / discount / credit. If the customer would like to add this to their current order, a new booking is required and the original must be cancelled with a loss of deposit and any supplies already purchased if necessary.

4.5 All new customers will receive a loyalty card with their first order. With or from the customer's fourth order they can claim the reward of 6 free classic or speciality cupcakes in the standard design. Additions and amendments may incur additional costs. This reward cannot be exchanged for other products nor can it be used at face value. Wedding bookings and sample tasting appointments are not included. A new loyalty card will be given once the first has been completed with the order following.

#### **5 Hygiene & Allergens**

5.1 Wonderland Sprinkles was awarded a 5 star food hygiene certificate in July 2018 by Dartford Council in association with the Food Standards Agency. Hygiene certificates are reviewed every few years when another inspection of our facility will take place. We have also completed multiple courses and train programmes to further our hygiene and allergen awareness including; CPD certified Level 2 Food Hygiene and Safety for Catering; CPD certified Cupcake Academy Diploma; Allergy Training for Food Businesses.

5.2 Gluten, nuts and dairy are used and stored in our kitchen and are in a high majority of our products. Due to this we cannot guarantee a 100% allergen free product. The customer needs to inform us before booking if there are any allergies that we must be aware of. Should the customer order any allergen free items, extra precautions will be taken to ensure these are not contaminated. It is at the customer's own discretion if they accept these terms and continue with the order for consumption. By paying a deposit, the customer fully accepts that we are unable to provide a 100% allergen free product due to the handling and storage of common allergens.

5.3 Allergens we must be made aware of and are regularly in our products are as follows: milk, eggs, tree nuts, peanuts, wheat, soybeans and fish. We invite the customer to inform us of any other relevant allergies or intolerances they may have.

5.4 A common possible containment used on our bakes are flowers and foliage. All plants sourced by Wonderland Sprinkles come from registered florists or wholesalers where toxic chemicals are not used to preserve them, this excludes us using supermarket flowers. Before inserting flowers into our products we must clean and prepare them for food safety, this incurs a small surcharge which is usually 25% of the cost of the plants. We ask customers to not add plants themselves and to not ask a florist as many are unaware of food safety measures. Some plants are naturally toxic all over and cannot be placed near / on / in food items at all. Wonderland Sprinkles cannot be held responsible should any plants be mistreated or inserted incorrectly into our products where contamination will cause immediate expiration. Consumption of contaminated products may cause illness or serious harm.

## **6 Cart Hire**

6.1 Booking is subject to availability and must fit within our existing schedule as we are required to deliver and pick up on the same day. Hire is available from 10am set up until 9pm pack down within a 7 mile radius of our facility. Delivery to further locations may be accepted with an amended available timeframe. Twice round trip delivery costs apply depending on location.

6.2 A 50% non refundable deposit of the cart cost is required to book for the selected date. The remaining balance is due by 4 weeks before the date of delivery. If this deadline is not met, we cannot guarantee the cart will still be available and the booking may be cancelled at short notice and will risk the loss of any and all payments the customer has made towards the order. All payments must be made by bank transfer only. Immediately after a deposit is made, the booking is confirmed and placed into the diary. Should the customer cancel their order after this time the deposit will be lost. If more than the deposit has been paid in, it is required that all expenses already purchased for internal and external supplies are deducted and a possible refund of any remaining balance and the damages fee (clause 6.3) may be returned, only if this is before the final 4 week notice window. Should the customer cancel their booking within the 4 week notice window the full balance except the damages fee will likely be lost. This will be decided on at the discretion of Wonderland Sprinkles.

6.3 A refundable damages fee of £150 is required as part of the full payment for booking. This fee is not included in the deposit amount in the above clause 6.2. If there are no decreases in the quality of the cart the full cost of this will be returned by bank transfer following a thorough inspection at the venue. A waiver must be signed by the customer or venue staff upon set up outlining any pre existing marks / scuffs and handing over responsibility until Wonderland Sprinkles return for collection. The customer or venue must not move or attempt to move the cart in any way. Doing so can cause great damage to the cart itself but also any items on or around it. The customer is held responsible for all parties involved if damages occur.

6.4 Do not damage the cart in any way, this includes but is not limited to; moving the cart; amending the structure of the cart; making holes in the frame; physically altering the cart in any way; leaving it outside without cover / protection when the weather is wet or moist. If any of the previous occur and cause damage to the cart this will be taken from the damages fee to cover expenses and repairs and will be decided on at the discretion of Wonderland Sprinkles.

## **7 Privacy Policy & Customer Details**

7.1 Wonderland Sprinkles' customer's privacy is important. Personal details including name, address, email and contact number are kept securely in-house and are only used for invoice purposes, iZettle payments and online marketing including through Mailchimp. We do not pass on personal details to anyone else or to any third parties. Customer details will be deleted once no longer needed or at the request of said customer. If you would like to know what personal information of yours is stored, please just ask.