

Terms & Conditions

Article 1. Definitions

- 1.1 **... and Cake Stories:** ...and Cake Stories, registered with the Chamber of Commerce under number 80962475, hereinafter referred to as '**&CS**'.
- 1.2 **Client:** the person who places an order with &CS.
- 1.3 **Order:** the product/products/service provided by &CS.

Article 2. General

These terms and conditions apply to all products and services provided by &CS. By accepting an offer, the Client is deemed to have agreed to these general terms and conditions. &CS will provide the terms and conditions by e-mail upon first request. Furthermore, the general terms and conditions can be consulted via www.andcakestories.com. &CS does not accept the applicability of additional and/or deviating general terms and conditions of the Client and/or a third party.

Article 3. Placing and confirming an Order

- 3.1. An Order can be placed via the contact form on www.andcakestories.com or via e-mail, hello@andcakestories.com.
- 3.2. &CS will send a quotation based on the information provided by the Client. The quotation shall include, at a minimum, the estimated total price of the Order and the conditions of delivery.
- 3.3. The quotation is valid for seven days. The quotation shall lapse automatically after this period has expired.
- 3.4. Upon acceptance of the quotation, a non-refundable deposit of € 200 is payable. Deposits must be paid within seven days of acceptance of the quotation. Upon receipt by &CS, the Order is confirmed and the date of delivery is reserved. If the deposit is not paid within seven days, the date will automatically be released and is available for other clients to book. Dates cannot be held without payment of a deposit.
- 3.5. For Orders placed with less than four weeks' notice, the total Order price is payable upon acceptance of the quotation.
- 3.6. Prices mentioned on the website are indicative only. The quotation as made by &CS is leading.
- 3.7. All prices mentioned are in Euros. The products and services supplied by &CS are exempt from VAT under Article 25 of the Turnover Tax Act.

Article 4. Payment

- 4.1. Payments can be made via bank transfer to account NL36 ABNA 0144 6753 15 in the name of and Cake Stories, or via credit card, Apple Pay, or iDEAL using the secure payment link provided. Payments made by credit card are subject to an additional processing fee of 4%.
- 4.2. The remaining balance is due four weeks before the date of delivery. The due date will be stated in the final confirmation and a reminder plus payment link will be sent one week before the final balance is due. If the final payment is not received four weeks before the date of delivery, &CS reserves the right to cancel the Order.
- 4.3. It is not possible to pay in installments.

Article 5. Cancellation

- 5.1 The Order can be cancelled in writing (by e-mail) up to eight weeks before the date of delivery.
- 5.2 Cancellation within eight weeks of the date of delivery is subject to full payment. If the final balance has not yet been paid, it will be payable immediately upon cancellation.
- 5.3 &CS does not accept a request for cancellation from any third parties, other than as agreed upon in advance.
- 5.4 The deposit is non-refundable and non-transferable in the event of cancellation.
- 5.5 &CS reserves the right to cancel the Order due to unforeseen circumstances beyond her control, or in the rare event of force majeure (as further defined in Article 5.7). &CS will inform the Client of such an event immediately, or as soon as possible.
- 5.6 In the event of cancellation by &CS, other than due to force majeure, all payments made to &CS by the Client will be refunded. If possible and required, &CS will assist in finding an alternative vendor.

- 5.7 Force majeure includes, but is not limited to natural disasters, acts of government and/or government measures or regulations, quarantines, epidemics, war, disruptions of energy supplies, fire, floods, shortage of materials or other obstacles.

Article 6. Alterations

- 6.1 Alterations to the Order regarding the number of servings, flavor and/or design can be requested up to four weeks before the date of delivery and will be granted in consultation. Alterations may be subject to additional costs.
- 6.2 &CS does not accept any request for alternations from third parties, other than those agreed in advance, such as a wedding planner or master of ceremonies.
- 6.3 Changes to the date of delivery can be requested free of charge only once, up to eight weeks before the date of delivery and is subject to availability. If no new date of delivery is agreed upon, the Order will be cancelled (see art. 5).

Article 7. Delivery and set-up

- 7.1. Additional charges for delivery and set-up apply unless otherwise stated or agreed.
- 7.2. Local delivery and set-up is charged at € 0.50 per kilometer, with a starting fee of € 35. Delivery is available across the Netherlands. Additional costs, such as parking, toll, or ferry services, are charged separately.
- 7.3. The Client will provide &CS with the address and a clear route description to the location.
- 7.4. &CS will deliver the Order at the agreed time and location. &CS will advise the venue (or wedding planner/master of ceremony) in advance of the time of arrival.
- 7.5. In the event of a delay on the road due to unforeseen circumstances such as traffic jams, accidents, or weather conditions, &CS will inform the Client as soon as possible. &CS shall not be liable for any loss or damage resulting from delay caused by such circumstances.
- 7.6. The Client is responsible for the availability of (refrigerated) space to store the Order until the moment of serving.
- 7.7. &CS is not responsible for providing a cake stand, plates, forks, napkins, etc., unless otherwise agreed in advance.
- 7.8. &CS will leave instructions for the caterer as to how best cut and serve the Order.
- 7.9. If set-up by &CS is required, the Client is responsible for providing set-up details. The Client is also responsible for providing a display location that is level, stable and strong enough to hold the weight of the Order.
- 7.10. &CS reserves the right to change the display location in the event &CS believes it is unsuitable and may cause damage to the Order.
- 7.11. &CS will photograph the Order at the venue as proof that it has been delivered and/or set up as agreed.

Article 8. Liability

- 8.1 Most of &CS's products contain butter, sugar, eggs, and wheat flour (gluten) and are prepared in a kitchen where nuts, peanuts, cocoa, fish, milk (products), shellfish and mollusks, soy and alcohol are also used. &CS is not liable for any allergic reaction or any injury or damage as a result of the consumption of its products. The Client is responsible for correctly informing guests with regard to allergens.
- 8.2 In the event that the Order is decorated with (dried) flowers and/or other non-edible decoration, the Client is responsible for removing such decoration (or having it removed) before serving. &CS will inform the Client (or its wedding planner and/or caterer) about the presence of such decoration upon delivery or collection.
- 8.3 The Order may contain small edible decoration, which can be a choking hazard. &CS is not liable for any damage or injury resulting from the consumption of such decoration. The Client is responsible for correctly informing guests and/or having such decoration removed.
- 8.4 &CS is not liable for damage to the Order caused by third parties during or after setup, and/or damage as a result of (external) circumstances, such as an uneven display surface, insects, sunlight, precipitation, wind or blown sand, leaves and branches.

8.5 &CS is not liable for a shortage of servings due to incorrect cutting of the Order, or due to the Client ordering the incorrect number of servings. The suggested number of servings is based on a portion size of approx. 5 x 2.5 x 8 cm, unless otherwise agreed.

Article 9. Other

- 9.1 &CS reserves the right to refuse an Order without reason.
- 9.2 &CS reserves the right to take photos of the Order and use these photos for promotional purposes without being liable to compensate the Client in any way.
- 9.3 &CS may, at its own discretion, make changes to the Order if they benefit the structure and/or design of the Order.
- 9.4 Colors and/or shapes of the Order may differ from photos and other material provided by the Client, which serve as inspiration for the Order.
- 9.5 Photos and other material provided by the Client are for inspiration purposes only. Designs from other cake designers will not be copied.
- 9.6 In the event of any reimbursement by &CS, the amount is limited to a maximum of the sums actually paid by the Client.
- 9.7 In the event of a complaint about the Order, the Client will notify &CS in writing as soon as possible, but in any event no later than two days after delivery. &CS will assess complaints on a case-by-case basis and, if the complaint is deemed by &CS to be well-founded, will try to find a solution in consultation with the Client.
- 9.8 The way in which &CS handles the personal data provided by the Client is described in the Privacy Statement.
- 9.9 &CS reserves the right to revise these terms and conditions.

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