



## TERMS & CONDITIONS

Please read carefully the following terms and conditions. They constitute a binding agreement between you and Present Day Cakes. By accessing our website or by using any of our services, you signify your acceptance of these terms and conditions.

When purchasing a Product, you will be requested to check the box indicating you have read, understood and agreed to accept the following terms and conditions. If you are accepting those Terms and Conditions on behalf of your child, please be aware that you are legally liable and fully responsible for his or her use of this Site. You must be at least 18 years of age to agree to and enter into this Agreement on your own behalf and to register for use of this Site. If you are under 18 but at least 15 years of age, your parents or legal guardian can register on your behalf. Children under the age of 15 may not register on this Site, and parents or legal guardians may not register on their behalf.

Each registration is for a single user only.

1. We reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason if our Site is unavailable at any time.
2. We use Wordpay to manage all aspects of the financial transactions and Present Day Cakes does not hold any customer financial information.
3. Our Present Day Cakes offer covers delivery to standard UK postcodes only.
4. Occasionally we may restrict access to some parts of our Site, or to our entire Site, to users who have registered with us.
5. Your order constitutes an offer to us to buy a Product. After placing an order, you will receive an Order Confirmation email to notify you of the fact we have received and accepted your order. The Order Confirmation email will be followed by an invoice. If you notice an error in the Order Confirmation you must notify us by completing the contact form here – 9am the day before the order is due to be delivered.
6. Your purchase order will only be accepted once payment has been received in full by us and terms and conditions will become effective.
7. The price to be paid will be as indicated on our Site except in cases of obvious error.
8. Our prices include delivery costs which covers 3 day second class postage by Royal Mail. We dispatch orders weekdays Monday to Friday. Any special delivery has to be requested directly by email and we reserve the right to decline any order that needs special delivery terms, or is for delivery to another country outside of the UK.



9. Our products are zero rated for VAT, as per UK regulations.
10. We will send you confirmation upon receipt of payment. The payment for all Products must be by credit or debit card listed on our website on the date when your order is placed. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses or for any reason does not, authorise payment to us, whether in advance of or subsequent to a payment, we will not be liable for any delay or non-delivery of the Products ordered.
11. The Products will be at your risk from the time we deliver them to you. Ownership of the Products will only pass to you when we receive full payment of all sums due for them, including delivery charges.
12. If upon delivery the product is damaged, different from the one you have ordered (for example of a different colour or the wording is incorrect), or the order is incomplete, when you receive it, please notify us immediately for investigation, if found to be the case we will credit or refund your purchase.
13. Since taste is a very personal matter and subjective we cannot accept or make refunds for products returned on the basis that the taste is simply not to your liking.
  - a. We will not be liable to you in respect of any complaint concerning any aspect of any product which is not raised by you within 24 hours of delivery by us, or collection by you or your agent.
  - b. Any extra information requested by our Customer Care team, that is required to substantiate a complaint, must be sent within 48 hours from the reporting of the issue.
  - c. In the case of damaged goods you must retain the damaged Products and all packaging for inspection by us.
  - d. Subject to our report on the claimed damage and to these Terms and Conditions we will offer you a gesture of good will or either part or full credit / refund the price you paid for the returned Products together with the delivery charge, or at our discretion we will provide you with a credit for further products.
  - e. We will have no liability to you for any indirect loss. Please state clearly your dispatch & delivery details in all communications to us.
14. We will only provide a refund to the original credit card or debit card account used for placing the online order. Legal ownership of the goods will immediately revert to us if we refund any such payment to you.
15. We have made every effort to display the cakes within each selection of our products as accurately as possible on our Site and have also made every effort to ensure that the



colours on screen are as close as possible to the colours of the actual product. However, the colour of the actual product you see on your screen will depend on your monitor, your screen settings and resolution. Accordingly, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery and we cannot accept the return of any product because it does not match the colour you were expecting from viewing your screen display.

16. We will not accept the return of any Products which have been purchased from any outlet other than this online Site. The provisions of this clause do not affect your statutory rights.
17. We have the right to revise and amend these Terms and Conditions from time to time, for example, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
18. Present Day Cakes reserves the right to change the policies and Terms and Conditions from time to time if it is required by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we send you the invoice (in which case we have the right to assume that you have accepted the change.)
19. It is your responsibility to provide accurate personal information and to update your Personal Data as necessary to keep it accurate for us to complete your order. You acknowledge that all the details you provide to us for the purpose of selling and delivering Products to you are correct and that the credit card or debit card that you propose to use is your own or that of a third party who has given you full permission and authority to use it and that you or such third party have sufficient funds to meet the costs of Products ordered. We will not store your credit card or debit card details anywhere on the Site.
20. It is your responsibility to ensure that your email address is current otherwise certain functions of the Site will not be available to you. We will only use your Personal Data in accordance with the Data Protection Act 1998, The Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and our Privacy and Cookies Policy; it is your responsibility to maintain the confidentiality and security of your Personal Data especially your user name. You hereby agree to indemnify, defend and hold harmless Present Day Cakes at your own expense and immediately after receiving a written notice, from and against any damages, loss, costs, expenses and payments including reasonable attorney's fees and legal expenses, resulting from any complaints, claims, or demand, arising from, or in connection with your use of the website, or your breach of these Terms, or any other terms, rules or regulations applicable to the use of the website, or the order, shipment and use of the products.



21. We shall be entitled to withdraw from any purchase order made by you if the Product is inaccurately described on the Site or where obvious errors have been made.
22. You may not copy or encourage others to attempt to copy or make use of any intellectual property appearing on [www.presentdaycakes.co.uk](http://www.presentdaycakes.co.uk) for any commercial use, or in any manner which would constitute an infringement of our copyright.
23. The computer, internet access and system operated by you and your ability to use the same may affect your ability to purchase any Products from our Site. You acknowledge and agree that any system requirements necessary to preview, and /or view and/or purchase any Products from our Site are your responsibility. We reserve the right to suspend or terminate your access to the Site or parts of it if at our sole discretion we believe you are in breach of any provision of this Agreement. If your access has been suspended or terminated you will not be permitted to re-register or to re-access the Site without our prior consent.
24. Your rights and obligations under the Terms are not assignable. Any attempted or actual assignment thereof by you will be null and void without [www.presentdaycakes.co.uk](http://www.presentdaycakes.co.uk) prior and written consent.

#### **General**

- We may require you to change your user name or any other information which permits you access to purchase Products from the Site.
- We have the right to withdraw any Product from the Site for any reason without notice to you and you agree that we will not be responsible for any loss, damage or cost as a result of such unavailability.
- Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.
- We will not be liable for errors or omissions on the Site nor for loss or damage suffered by you as a result of any unavailability of the Site or by any use by you or reliance placed on the Site or its contents including any damage caused to your computer or otherwise howsoever, or any direct, indirect or consequential loss or loss of data.
- We will not be liable to you for the failure of any equipment, data processing system or transmission link and will not be liable to you as a result of any down-time which may occur upon the Site.



- The Site is provided “as is” and you acknowledge that despite our reasonable endeavours the Site may contain bugs, errors and other problems (including, but not by way of limitation) infection by viruses (despite anti-virus protections which may be incorporated) or anything else which may cause contamination or destruction of any sort that may cause system failures.
- We shall not be responsible to you for damages or otherwise in respect of any error made to any listing of or reference to Products.
- We reserve the right to deactivate your account if it has not been active for a period of 12 months or more, and to remove it from the database if no communication has been received from you for a further 3 months after deactivation has occurred.
- We welcome ‘hot links’ to the Site, but not ‘deep linking’ by which we mean that you may not include a link to our Site, or display the contents of our Site, surrounded or framed or otherwise surrounded by content not originating from us without our consent. Any unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress and may result in the termination of this Agreement or other remedies as set out in this Agreement.

### **Intellectual Property**

The intellectual property rights in the Website, including copyrights, trademarks, trade names, patents, trade secrets, work methods and processes, and any other right, are the sole property of Present Day Cakes, or of third parties by whom Present Day Cakes was licensed according to law. These rights apply, among others, to any textual and non-textual information, including menus, images, graphic design, data and its processing, the Website’s computer code and any other detail concerning its operation.

You may not copy, duplicate, distribute, sell market and translate any information, including trademarks, images, pictures, texts and computer code from the Website, without receiving Present Day Cakes explicit prior consent in writing.

Trademarks appearing on the Website (whether registered or not), the name of Present Day Cakes and its trademarks as well as the Website’s Domain name – are the sole property of Present Day Cakes.

### **Disclaimers**

To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set out in this Agreement is prohibited by any law which is applicable, then, instead



of the provisions hereof in such particular circumstance, we shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law and in no event shall such damages or liability exceed ten pounds (£10).

### **The Products**

The Products ordered are fresh and will remain fresh for a further 4 weeks from dispatch date if kept by you at an ambient temperature in the box provided. Products placed in a fridge or a freezer or kept for a time longer than 4 weeks are so kept at your own risk and we are not liable for any deterioration of the Products in these circumstances.

We cannot accept responsibility for damage caused by you or by a courier/agent engaged by you to collect Products from one or our shops if they are damaged during transit to your home.

We will not be liable to you in respect of any complaint concerning any aspect of any Product which is not raised by you within 24 hours of delivery by us or collection by you or your agent.

We will notify you of any Product containing nuts or gelatine on the specific Product's web page. However, since our kitchens do handle nuts we cannot guarantee that traces of nuts will not be found in our Products and therefore we do not accept any liability for any damage to health or any distress caused to you by the consumption of such Products.

### **Third Party Rights**

This Agreement is only for the benefit of you and us and no other person can claim a benefit from this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 which Act shall not apply to this Agreement.

### **Law & Legal Notices**

These Terms will be ruled by and construed in accordance with UK laws.

### **Acknowledgements**

You acknowledge that we may change the terms of this Agreement by posting a new Agreement on the Site. You acknowledge that it is your responsibility to check the Site regularly to ascertain if changes have been made and your continued use of the Site after such a change will constitute your acceptance of the changes. By reading this Agreement together with our Privacy and Cookies Policy and continuing to use this Site you acknowledge that you have read, understood and agree to be bound by the Terms and Conditions of this Agreement and by our Privacy Policy, both of which are available from every page of our website: [www.presentdaycakes.co.uk](http://www.presentdaycakes.co.uk)

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