



Terms of use agreement

Welcome to www.bbkakes.com The Website is owned and operated by BBKakes. ("BNB"). Please read carefully the following terms and conditions (the "Terms" or "Terms of Use"), because they constitute a binding agreement between you and BBKakes. By accessing the Website or by using any of its services, you indicate your acceptance to these Terms. If you do not agree with any or all the Terms of Use, you may not access the Website or use any of its services. Please feel free to submit any questions that you may have regarding the Terms to: info@bbkakes.com

The Service

When using the Website, you may review Cakes and Treats and place an order for products via email info@bbkakes.com ,Upon completing your order online, BBKakes will review your order and acknowledge receipt with an e-mail message that will be sent to your e-mail address. Please note that BBKakes's e-mail notification does not constitute an acceptance of your order. A full confirmation of your order along with clearance of payment will be deemed as an acceptance of your order.

- Our Cakes do not have nuts as an ingredient but there may be nut traces present in our chocolate sponge. Some of cake flavours do contain alcohol which are clearly Marked on the website-Flavours
- We do make gluten , egg and dairy free cakes upon request.
- Our cakes are made with vegetable fats and contain dairy products.
- All cakes should be stored in a cool dark place on a flat sturdy surface.
- Never put Cakes and Treats in the fridge
- Cakes and Treats uncovered will stay fresh for up to 5 days, longer if stored correctly. They can also be frozen in an airtight container in the freezer for up to 3 months.
- There are no preservatives so it is best you eat them within the time stated and store them in an airtight container. Fruitcake last perfectly well for months in an airtight container and topped with alcohol to retain moisture
- Editing and altering images may involve extra charges

- We require 2-3 weeks notice on all Bespoke cakes ordered. Occasionally we may not have the resources to meet demand. Please order as early as you can.
- Please check your order thoroughly before payment. For bespoke cakes, our decorators can only create the finished article from what they interpret from the wording of your order. It is not possible to create **exact** specifications when modelling food, just a graphical representation.
- Complaints are very rare and we take them very seriously. Some complaints may require further investigation and an immediate refund may not always be possible. Photographic evidence may be requested prior to you using the cake.
- If you notice an error in the Order Confirmation you must notify us by telephone (07940213667) or email asap

Availability

The following constitutes a legal agreement between a visitor ("you") and us with respect to our website service, the terms of which are set out below. 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. Children under the age of 18 may not register on this Site, and parents or legal guardians may not register on their behalf. If you are under 18 years old, you may browse the Website, however, you may not place an order online or provide **BBKakes** with any of your personally identifiable information. **BBKakes** will permanently delete a child's personally identifiable information if a parent so requests by sending an e-mail to info@bbkakes.com.com

Our services are available only to, and may only be used by individuals who can be legally bound by contracts under the applicable law. Each user of the Website must have a valid e-mail address and phone number for contact purposes.

Acceptable use of the Website

Subject to these Terms you may access and use the Website and order online.

The following Terms define the acceptable use of the Website. While using the Website you agree to refrain from wilfully, or carelessly -

Interfering with or disrupting the functionality of the Website;

Disobey or breach these Terms or any other applicable instructions conveyed by **BBKakes's**

and its officers;

Violating any applicable local, state, national or international law, statute, ordinance, rule or regulation;

Impersonating any person or entity, or making any false statement about your identity, employment, agency or affiliation with any person or entity;

Displaying the Website or any part thereof in an exposed or concealed frame;

Linking to certain elements on the Website independently from the web pages on which they originally appear;

Email, transmit or otherwise make available any information and materials that infringes third party's right, including Intellectual Property Rights;

Email, transmit or otherwise make available software viruses, Trojan horses, worms and any other malicious application to computers and networks;

Email, transmit or otherwise make available any information or material which may constitute or encourages conduct that would be constitute a criminal offense or civil wrong doing or otherwise violets any applicable law;

Email, transmit or otherwise make available any information or material which may be deemed threatening, abusive, harassing, defamatory, libellous, vulgar, obscene or racially, ethnically or otherwise objectionable.

Fees and Payments

The price to be paid by you for any Products will be as quoted on our Site except in cases of obvious error. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an invoice, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an incorrect pricing.

- Our prices include VAT but exclude delivery costs, which will be added to the total amount due before completion of your order.
- Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an invoice.
- Our Site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly provided. We will normally verify prices as part of our order confirmation procedures. If a Product's

correct price is higher than the price stated on our Site, or we are no longer able to supply a particular Product for some reason, we will contact you by email to advise you and/or to obtain your confirmation that the amended price is acceptable.

- Payment for all Products must be by BACs or in Bank listed on our website on the date when your order is placed. We will send you a confirmation upon receipt of payment.
- If the issuer of your payment Bank 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.
- All fees are quoted in Pound Sterling, unless expressly stated otherwise. Any changes in fee rates will take effect immediately after being posted on the Website.
- You represent and warrant that you will pay all fees and taxes in a timely manner and in compliance with each food fee schedule. Failing to settle your payments may prevent you from further using the Website, notwithstanding any other remedies available to BBKakes's under the applicable law.

Return, refund and cancellation policy

We do hope that you will be pleased with your purchase. We are only able to refund amend or cancel Cakes and Treats orders by 9.30am 4 days before your order is due to be delivered or collect. Should your ordered be damaged this should be reported immediately and photographic evidence must be emailed to info@bbkakes.com Please note we are unable to except returns.

Delivery

Hand delivered Within Greater London. Cakes and treats cannot be posted as they are fragile This is fresh produce so we recommend someone is available to accept your delivery and store it correctly.

You may find it useful to arrange your Cakes and Treats delivery to your place of work, family member or and request a 'Safeplace'.

Delivery Costs are per order/delivery address and not per product so you can order as many Cakes and Treats as you like for the one delivery cost. Please note that if we have to redeliver the order again that it will be at your own cost and under these circumstances your order will not be re-baked unless you wish to pay for it.

Delivering in London is very unpredictable due to congestion. All cakes will be delivered on your chosen delivery date. We do not offer specified time deliveries. If you require your cake before a specified time you must choose a delivery date or the day before.

We are not open and do not deliver on Sundays.

Risk

The Products will be at your risk from the time you collect the Products from our location or 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 and you receive your goods

Discount

Please note, discounts do not apply to delivery or merchandise items, unless stated otherwise.

Privacy

BBKakes respects your privacy. For our current privacy policy please visit the Website. It forms an integral part of these Terms. Given that the privacy policy may change from time to time, it is recommended that you read it periodically.

Intellectual Property

The intellectual property rights in the Website, including copyrights, trademarks, trade names, patents, trade secrets, photographs, images, work methods and processes, and any other right, are the sole property of BBKakes, or of third parties by whom BBKakes 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 BBKakes explicit prior consent in writing.

Trademarks appearing on the Website (whether registered or not), the name of BBKakes's Inc. and its trademarks as well as the Website's Domain name - are the sole property of BBKakes's and of food. You may not use them without BBKakes without prior written consent.

Changes and Availability

BBKakes may from time to time change the Website's structure, layout, design or display, as well as the scope and availability of the information and content therein, without giving any previous notice. Changes of this type by their very nature are likely to result in glitches or cause inconvenience of some kind. You shall not have any plea, claim or demand whatsoever against BBKakes ensuing from the introduction of aforesaid changes or from glitches or any kind of failure resulting from their introduction. The Website is depended on different factors such as software, hardware and communication networks of BBKakes, its contractors and suppliers. By their nature, these factors are not fault free or tolerant, hence BBKakes can't guarantee that the Website will not be disturbed, will be timely, secure or error free.

Termination of operation

BBKakes may at all times, in its sole discretion, terminate the operation of the Website, or any part thereof, temporarily or permanently. BBKakes may not give any notice prior to the termination of the Website. At any time, certain content or a service may be blocked, removed or deleted without maintaining any backup copy.

You agree and acknowledge that BBKakes does not assume any responsibility with respect to, or in connection with the termination of the Website's operations and loss of any data as a result.

Amendments to the Terms

BBKakes may from time to time change the Terms, including any and all documents, forms and policies incorporated thereto. Substantial changes will take effect 30 days after an initial notification was posted on the Website's homepage or any other relevant web pages on the Website. Other changes will take effect 7 days after their initial posting on the Website, unless the Terms are amended to comply with legal requirements, where in such cases the amendments will become effective as required, or ordered.

You agree to be bound by any of the changes made in the Terms, including changes to any and all documents, forms and policies incorporated thereto. Continuing to use the Website will indicate your acceptance of the amended terms. If you do not agree with any of the amended terms, then you must avoid any further use of the Website.

Disclaimer of Warranty

YOU ACKNOWLEDGE AND AGREE THAT THIS WEBSITE IS BEING PROVIDED FOR USE "AS IS", AND THEREFORE YOU WILL NOT HAVE ANY PLEA, CLAIM OR DEMAND VIS-A-VIS BBKAKES IN RESPECT OF THE WEBSITE'S PROPERTIES, ABILITIES, LIMITATIONS OR COMPATIBILITY WITH YOUR NEEDS. THE USE OF THE WEBSITE IS ACCORDINGLY BEING MADE AT YOUR SOLE AND WHOLE RISK, WITHOUT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.

INFORMATION AVAILABLE ON THE WEBSITE, INCLUDING MENUS AND DELIVERY TERMS, ARE PROVIDED BY THE FOOD AND AT THEIR SOLE RESPONSIBILITY. BBKAKES DOES NOT WARRANT, AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER BBKAKES LIMITED DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE WEBSITE IS FREE FROM ALL HARMFUL COMPONENTS. USE OF INFORMATION OR CONTENT OBTAINED FROM OR THROUGH THE WEBSITE IS AT YOUR OWN RISK.

Limitation of Liability

BBKAKES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS,

EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SISTER COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (TOGETHER "BBKAKES'S GROUP") WILL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE AND LOSS, COSTS, EXPENSES AND PAYMENTS, REGARDLESS OF THE ALLEGED LIABILITY OR FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT, PRODUCT LIABILITY AND STRICT LIABILITY, THAT MAY RESULT FROM, OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE THE WEBSITE, OR FROM NEGLIGENT ACTS OR WRONGDOINGS OF FOOD OR FROM THE UNAVAILABILITY OF ORDERED ITEMS, OR FROM DELIVERY DELAYS, OR FROM ANY UNINTENTIONAL FAULT OR ERROR MADE BY BBKAKES'S GROUP'S STAFF, OR FROM ANY FRAUDULENT ACTIVITY OR UNAUTHORIZED USE OF CREDIT AND DEBIT CARDS, OR FROM ANY COMMUNICATION WITH BBKAKES, REGARDLESS OF WHETHER BBKAKES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You hereby agree to indemnify, defend and hold harmless BBKakes 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 complaint, claim, 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.

Governing Law, Jurisdiction

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

Contact details

You may contact BBKakes by email at info@bbkakes.com BBKakes may publish in public, including on the Website, any communications with you, provided that your personal details will not be made public without your prior consent. All communications will be deemed as received after one business day.

General

The Terms and Conditions constitute the entire agreement between you and BBKakes with respect to the use of the Website and the services therein.

No waiver, concession, extension, representation, alteration, addition or derogation from the Terms by BBKakes, or pursuant to the Terms, will be effective unless consented to explicitly and executed in writing by BBKakes's authorised representative.

The Terms and Conditions will take precedence over all documents, forms and policies incorporated thereto, which may conflict with these Terms, unless specifically indicated in such documents that a certain provision is determined notwithstanding any of the provisions of these Terms.

Failure on BBKakes's part to demand performance of any provision in the Terms will not constitute a waiver of any of BBKakes's rights under the Terms.

The United Nations Convention on Contracts for the International Sale of Goods will not govern the Terms.

Changes in Ownership

BBKakes may incorporate the ownership or management of the Website as a separate corporation, or transfer ownership rights and title in the Website, to a third party, provided that your rights according to these Terms are not harmed by the transfer of rights. In that case, a copy of the details and information related to you will be transferred to the corporation receiving the rights in the Website and you hereby give your prior consent thereto.

No Assignment

Your rights and obligations under the Terms are not assignable. Any attempted or actual assignment thereof by you will be null and void without BBKakes's prior explicit and written consent.

Interpretation

The section headings in the Terms are included for convenience only and will take no part in the interpretation, or construing of the Terms. "Including", whether capitalized or not, means without limitation.

Severability

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision will be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Terms will continue to remain in full force and effect.

Survival

The provisions of the intellectual property, disclaimer of warranty, limitation of liability and indemnification sections, will survive the termination, or expiration of the Terms.

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 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 Policy both of which are available from every page of our website www.bbkakes.com

