



TERMS & CONDITIONS OF SUPPLY AND USE OF WEBSITE

Before using our website or engaging us to supply goods or services, please carefully read these terms and conditions, which govern the supply of our products and services and your use of our website (“T&Cs”).

WHAT’S IN THESE T&CS?

These T&Cs set out our terms and conditions of supply and the rules governing the use of our website, www.whiskanddrizzle.co.uk (our “**website**”).

WHO WE ARE AND HOW TO CONTACT US

www.whiskanddrizzle.co.uk is a website operated by Whisk & Drizzle (“**We**”, “**Our**” and/or “**Us**”). We are a business based in London, England. Our main correspondence address is Flat 2, Fordwych Road, London, NW2 3NE.

GENERAL TERMS AND CONDITIONS

1. BY USING OUR WEBSITE YOU ACCEPT THESE T&CS

By participating in a sampling of a Product or any other baked goods (our “**Products**”) (e.g. arranging or attending a tasting), placing an order with us or using our website (together, “**Engaging**”, “**Engage**” or “**Engagement**” with us), you confirm that you accept these T&Cs and that you agree to comply with them. If you do not agree to these T&Cs, you must not Engage With Us. We recommend that you print a copy of these T&Cs for future reference.

2. ADDITIONAL TERMS, CONDITIONS AND POLICIES THAT MAY APPLY TO YOU

- (a) These T&Cs refer to the following additional terms, conditions and policies, which also apply to your Engagement with us:
 - i. Our Privacy Policy, as is in force from time to time; and
 - ii. Our Cookie Policy, as is in force from time to time.
- (b) You are also responsible for ensuring that all persons who access our website through your internet connection or on whose behalf you Engage with us are aware of these T&Cs and other applicable terms, conditions and policies as are in force from time to time, and that they comply with them.

3. OUR RIGHT TO AMEND THESE T&CS

We may amend these T&Cs from time to time. Every time you intend to Engage with us, please check these T&Cs to ensure you understand which T&Cs apply at that time (any Engagement with us will be subject to the T&Cs in force at the time of the Engagement).

4. LEGAL DISCLAIMER

- (a) You expressly understand and agree that we shall not be liable to you or any third party for any direct, indirect, incidental, special, consequential or exemplary damages of any kind, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility thereof), and/or damages resulting from:
- i. the ingredients used to produce our Products;
 - ii. the packaging used to supply, protect and/or transport our Products;
 - iii. delays in the production or delivery of our Products and services;
 - iv. the use of, or inability to use, our Product(s); or
 - v. any other matter relating to the Products we supply and services we provide.
- (b) Except where provided elsewhere in these T&Cs, to the maximum extent permitted by law, we (including our affiliates, officers, directors, agents, subcontractors and employees) will not be liable to you in contract, tort (including negligence) or otherwise for any liabilities, damages or losses (whether direct, indirect, consequential, special or otherwise) incurred or suffered by you or any third party, in connection with:
- i. our website, including the use of, or inability to use, this website, any websites linked to it and any materials published on it;
 - ii. our Products, including the unavailability of ordered items and/or any harm arising as a result of Products we have supplied or interactions we have arranged (other than harm arising as a direct and preventable result of our gross negligence);
 - iii. unintentional faults or errors or negligent acts or wrongdoings of our staff, contractors, assistants, recommended suppliers or other contacts; or
 - iv. any fraudulent activity or unauthorised use of credit or debit cards,
- regardless of whether we had been advised of the possibility of such liabilities, damages or losses arising.
- (c) You hereby agree to indemnify, defend and hold harmless Whisk & Drizzle (including Marianna Vaki, Jake Schogger and Whisk & Drizzle's employees, agents and representatives) at your own expense and immediately after receiving a written notice, from and against any damages, loss, costs, expenses, and payments, including reasonable legal fees and legal expenses, resulting from any complaint, claim, or demand, arising from, or in connection with your Engagement with us, or your breach of these T&Cs, or any other terms, rules or regulations applicable to the use of our website, or the order, delivery or use of our Products.

TERMS AND CONDITIONS OF SUPPLY

5. PAYMENTS

- (a) Payments due in respect of deposits and the balance of orders will be made into an account designated and controlled by us.
- (b) The payment of a deposit by the date specified on the applicable invoice (or failing this, the date agreed in advance by you and us) confirms your booking. Deposits are non-refundable and non-transferable.
- (c) Unless agreed otherwise, the remaining balance due in respect of an order must be paid no later than 7 days prior to the agreed date of production, collection or delivery of your ordered Product(s) (whichever is the earlier date) (the "**Production Date**").

- (d) The total cost of an order is non-refundable if you cancel your order less than 12 working days prior to the Production Date. If you cancel an order with less than 12 working days' notice, you agree that your deposit is non-refundable and that we may deduct any expenses already incurred in connection with your order from any further sums you have paid us before refunding any funds held in surplus to the deposit.
- (e) If you fail to transfer sufficient funds by the deadline stated on the relevant invoice, you agree that we are entitled to no longer supply you with the Products you ordered and can retain any funds you have (or somebody on your behalf has) already paid by way of deposit, payment for Product samples and/or other payments. You agree not to hold us liable in any way in relation to any consequences of you failing to fulfil your payment obligations in full.
- (f) Please note, any pre-agreed discounts will not apply to courier fees, in-person delivery charges, our rates for setting-up Products at a location of your choice, or the costs associated with any non-edible items (for example, the rental or sale of cake stands).

6. ORDER AMENDMENTS

- (a) You have until 10 days prior to the agreed collection or delivery date to propose any minor changes in terms of the design or flavour(s) of the Product(s) you are purchasing. After this point, unless agreed by us in writing, we will be unable to consider any further requests.
- (b) We will accommodate changes requested in accordance with clause 6(a) where possible, but cannot guarantee that we will have the capacity or resources to do so and you agree that our inability to accommodate changes will not entitle you to cancel your order or pay a lower purchase price.
- (c) If we accommodate changes, you accept that such changes may result in additional charges.

7. DELIVERY, COLLECTION, STORAGE & PASSING OF RISK

- (a) Customers can decide to either: (i) collect their Product(s) from our London kitchen; or, subject to capacity (ii) pay for us to arrange for the Product(s) to be couriered to a designated location; or, subject to capacity (iii) pay for one of our team to personally deliver and set-up the Product(s) at a designated location.
 - i. If you opt for collection, you assume full responsibility for the Product(s) from the point at which they leave our possession and agree that we accept no liability in respect of any events or circumstances that damage, destroy or in any way affect or worsen the condition of them.
 - ii. If you opt for delivery by a courier, you agree that once our Product(s) have been collected by the courier, you assume full responsibility for them and agree that we accept no liability in respect of any events or circumstances that damage, destroy or in any way affect or worsen the condition of them.
 - iii. If you opt for personal delivery and set-up by one of our team, you agree that once we notify you or a member of your family, bridal party or wedding team (e.g. a wedding planner/coordinator, venue representative, other supplier etc.) - verbally, by text or by email - that set-up is complete, you assume full responsibility for the Product(s) and agree that we accept no liability in respect of any events or circumstances that damage, destroy or in any way affect or worsen the condition of them.
- (b) You acknowledge and accept that you are responsible for providing an appropriate, stable, sturdy and secure table or stand for the Product(s), as certain Products can be extremely heavy.

- (c) You acknowledge and accept that you are responsible for arranging an appropriate environment for the Products. In particular, the Products should not be stored in a location where there is a risk of contamination, damage or theft, and the Products should be stored at a temperature of:
- i. 05 Celsius – 20 Celsius for periods of up to 4 hours; or
 - ii. In a fridge, at a temperature lower than 5 Celsius for periods of 4 hours or longer; and
 - iii. and any time during which the Product(s) are in transit (e.g. whilst the Product(s) are being delivered to a venue) should be taken into account when determining how the Product(s) should be stored in accordance with clauses 7(c)i and ii above.
- (d) If your Product(s) will be stored outside, transported through outdoor areas, or stored for long periods of time, you acknowledge and accept that this may negatively affect the quality and design of the Product.
- (e) If you would like your Product(s) to be delivered and set up at a specific time on the day of your event, or if your venue restricts the times during which suppliers may deliver to or enter the venue:
- i. You agree to notify us of this (including all relevant details) before confirming your booking;
 - ii. You acknowledge and accept that our capacity is often limited (e.g. if we have to make multiple deliveries/create multiple Products over a single weekend) and traffic and parking can be unpredictable, meaning we can not necessarily guarantee delivery and set up at a specified time of day (although we will use our reasonable endeavours to deliver your Product(s) at the most convenient time for you);
 - iii. You agree to provide us with a designated contact no later than 10 days before your event and to ensure that such contact will be:
 - easily contactable on the day;
 - briefed in advance of our arrival; and
 - available to promptly meet and assist us once we arrive with your Product(s).
 - iv. If we are unable to get in touch with your contact upon our arrival (having made reasonable efforts to do so), you permit us to leave your Product(s) with any employee of the venue and, failing that, at the venue reception and, failing that, at any other place within the vicinity of the venue. Under such circumstances, once we have left your Product(s) at the venue, we accept no liability in respect of any events or circumstances that damage, destroy or in any way affect or worsen the condition of them.
- (f) If you or a person nominated by you elect to collect the Product(s) from us directly, we will allocate you a time slot for collection. If you do not collect your Product(s) during this time slot, we cannot guarantee that we will be available to provide the Product(s) to you and we accept no liability in respect of your inability to collect the Product(s) under such circumstances. We will use reasonable efforts to arrange an alternate time for collection (or to arrange delivery), but you agree to pay any costs that we incur in doing so (including a charge of £15 per hour for any time spent by one of our team hand-delivering and, if applicable, setting up the Product(s) at your venue).

8. INTELLECTUAL PROPERTY

- (a) On occasion, we will photograph the Products that we create and we reserve the right to use any such photographs for any purposes whatsoever (including, but not limited to, social media promotion, marketing materials, decorative displays and magazine or blog submissions).
- (b) We own any copyright that subsists in our Products. You agree not to use or attempt to license or assign such intellectual property without our prior written consent.

9. DESIGN, QUALITY & PORTION SIZE

- (a) You acknowledge that the pre-agreed date of delivery or collection (presuming this date does not change after you make your booking) should be assumed to be the 'best before' date for your Products. We cannot guarantee the quality or freshness of Products after the agreed date of delivery or collection.
- (b) You accept that our quoted portion numbers are only estimates and that we accept no liability in respect of Products that do not provide a number of portions that is identical or very similar to our estimate. You acknowledge that the final number of portions that a Product provides will depend on variables outside of our control, including the way in which each Product is cut and served.
- (c) If we agree to provide a "mood board" for your cake (or you provide a mood board), you acknowledge that such mood board will only provide a high-level and approximate indication of how the Product(s) will look; the elements comprising the mood board (including sketches) provide no more than a rough guide as to what we may include in the final design. You accept that the final Product(s) may differ in numerous ways and/or include elements that were not reflected or alluded to in a brief or mood board.
- (d) We will use our reasonable endeavours to closely match swatches of material or other examples of colours that you provide when briefing us on the design of your Product(s). However, you acknowledge that we may not always be able to recreate certain colours, especially in buttercream or sugar paste, and agree not to hold us liable in respect of any failures to match colours to your satisfaction.
- (e) We will use our reasonable endeavours to replicate Products or elements of Products that were previously created by us or by third parties, if this has formed part of your design brief. However, you acknowledge that our Products are unique and handcrafted and that there may be issues that arise in respect of intellectual property rights, and therefore accept that the final Product(s) may differ from the Products that formed part of your design brief.

10. ALLERGENS, INGREDIENTS & PACKAGING

- (a) By placing an order with us, including booking a tasting, you understand and accept (to the fullest extent permitted under the laws of England and Wales) that:
 - i. We cannot guarantee that our Products will be entirely free from allergens (including, but not limited to nuts, wheat, sesame, milk, eggs, peanuts, lupin and sulphur dioxide) as we handle a range of potential allergens in the kitchen.
 - ii. Cross contamination with allergens may occur as a result of handling or cutting our Products and that the risk of cross contamination with allergens increases when ordering tiered Products with different requirements for each tier; we accept no liability in respect of cross contamination with allergens;
 - iii. You are responsible for notifying your guests and anyone else who may come into contact with the Product(s) you have ordered of the risks and terms set out in this clause; and
 - iv. We will not be held liable for any allergic reactions resulting from the Product(s) we supply, however caused, and you agree to indemnify us in respect of any claim, liability or damage that arises as a result of any such allergic reactions.
- (b) You acknowledge and accept that:
 - i. Real flowers, fake flowers, dowels, wires and other inedible materials that may be integrated into our Products are not food products and may contain pesticides, insects, dirt or other contaminants or traces of allergens;

- ii. Flowers or other decorations made from sugar or other edible ingredients may contain internal wiring that is inedible and such internal wiring may transfer traces of allergens to our Products;
- iii. Inedible (internal) dowels or other materials may be integrated into our Products to assist with maintaining the structural integrity of those Products and such dowels or other materials may transfer traces of allergens to our Products; and
- iv. We accept no liability in respect of any flowers or other decorative or structural features integrated into or provided on or around our Products, whether or not such flowers or other decorative or structural features were requested by you or supplied by us or a third party.

11. ADDITIONAL SERVICES

- (a) If you wish to hire a cake stand, you must pay a deposit in advance to secure your booking. The deposit is fully refundable if you return the cake stand within 3 days of your event (unless otherwise agreed in writing in advance) in the same condition in which it was supplied. Such refunds (if applicable) will be made within 30 days of us receiving back the cake stand.
- (b) Although we will use our reasonable endeavours, following your instruction, to liaise or coordinate with third parties - including (but not limited to) florists, wedding planners or coordinators, venue representatives and specified wedding guests - we accept no liability in respect of our failure to do so or any failings of such third parties (regardless of whether they were recommended or introduced by us).

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- (a) **Whether you are a consumer or a business user:**
 - i. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our gross negligence or the gross negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- (b) **If you are a business user:**
 - i. We exclude all implied conditions, warranties, representations or other terms and conditions that may apply to your Engagement with us or the supply of our Products.
 - ii. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your Engagement with us or the supply of our Products.
 - iii. In particular, we will not be liable for: loss of profits, sales, business or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

TERMS & CONDITIONS OF USE OF WEBSITE

13. OUR RIGHT TO AMEND, SUSPEND OR WITHDRAW OUR WEBSITE

- (a) We reserve the right to update and amend our website from time to time, including any content on the website, to reflect changes to our Products, our users' needs, our business endeavours and our priorities, or for any other purpose.
- (b) We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our website for any reason(s), including business and operational reasons.

14. HOW YOU MAY USE MATERIAL ON OUR WEBSITE

- (a) Our website is directed to people residing in the United Kingdom. We do not represent that content available on or through our website is appropriate for use or will be available in other locations. We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. These rights apply to any textual and non-textual information, including (but not limited to): menus, images, branding, graphic designs, pricing structures, data and its processing, the website's computer code and any other detail concerning its operation. These works are protected by copyright laws and treaties around the world. All such rights are reserved.
- (b) You may draw the attention of others within your organisation or community to content posted on our website. However:
 - i. Without our prior written consent (which shall include consent given via email), you must not modify any paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; and
 - ii. You are responsible for ensuring that our status (and that of any identified contributors) as the authors of content on our website is always acknowledged.
- (c) You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.
- (d) If you print off, copy or download any part of our website in breach of these T&Cs, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

15. ACCEPTABLE USE

- (a) You agree that in your use of our website:
 - i. Any information you provide is accurate and reliable to the best of your knowledge, including (but not limited to) personal information and details of any events for which you are considering ordering our Products;
 - ii. You will not publish or distribute any illegal, obscene or otherwise harmful or offensive material through our website;
 - iii. You will not do anything to interfere with other users' access to or use of our website;
 - iv. You will not impersonate others or submit false briefs or orders on or through our website (or to an "@whiskanddrizzle.co.uk" email address); and
 - v. You will not send unsolicited information to other users or prospective users of our website.
- (b) We reserve the right to limit the activity of any users who we deem to be in material breach of these T&Cs and/or to be misusing our website;
- (c) You agree not to hold us responsible for any loss you may incur as a result of us taking any of the actions described in this clause.

16. NO RELIANCE ON INFORMATION PUBLISHED OR CONTAINED ON OUR WEBSITE

- (a) The material supplied on our website does not constitute legal or professional advice and is supplied for information purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

- (b) Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website (including copy, photos, recommendations, testimonials, press quotes etc. and any content published or provided by users) is accurate, complete or up-to-date (and are under no obligation to amend, correct, complete or update our website or any content contain therein).

17. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our website contains links to other websites or resources provided by third parties, these links are provided for your information only. You acknowledge that we have no control over the contents of such websites or resources. Accordingly, these links should not be interpreted as approval by us of those linked websites or resources, or of any information you may obtain from them.

18. USER-GENERATED CONTENT IS NOT APPROVED BY US

- (a) Our website may include information and materials uploaded by other users of the website. This information and these materials have not been verified or approved by us. The views expressed by other users on our website do not represent our views or values.
- (b) If you wish to complain about information or materials uploaded by other users please contact us on enquiries@whiskanddrizzle.co.uk.

19. HOW WE MAY USE YOUR PERSONAL INFORMATION

- (a) We are the controller of users' personal data that is in our possession. In providing our services, you accept that we may from time to time transfer this personal data to third parties whose we reasonably determine may require that data in order to supply you with Product(s) or services in connection with your Engagement with us.
- (b) Where we transfer personal data to you, you acknowledge that you will become the controller of such personal data and you hereby agree to observe and perform your compliance obligations as set out in relevant data protection laws.
- (c) In particular, you shall ensure that you process any personal data received from us only where you have a lawful basis to do so and shall accept and fulfil your compliance obligations in full.

Full details of our use and treatment of personal data are set out in our privacy policy as is in force from time to time.

20. UPLOADING CONTENT TO OUR WEBSITE

- (a) Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other users of our website, you warrant that you will comply with the standards, requirements and obligations set out in these T&Cs. You agree that you will be liable to us and indemnify us for any breach of this warranty. This means that you will be responsible for any loss or damage that we suffer as a result of your breach of this warranty.
- (b) You will only post or otherwise make available photographs, videos and/or other media or information if you have lawful authority to do so. You agree that you will indemnify and compensate us for any loss, liability, claim, damage or expense (including reasonable legal fees and court fees) suffered by us as a result of content that you have published on our website.
- (c) We reserve the right to remove any posting you make on or through our website if, in our sole opinion, your post does not comply with the content standards set out in these T&Cs. Any decision we make in connection with the removal of adverts or other content is final and we accept no liability to users in respect of any such decision. You are solely responsible for securing and backing up your content.

- (d) Any content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but by uploading the content, you are agreeing to grant us a free, unlimited, perpetual licence to use, store and copy that content and to distribute it and/or make it available to any third parties.
- (e) We reserve the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

21. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

- (a) We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology to access our website and should use your own virus protection software.
- (b) You must not misuse our website by knowingly or negligently introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

22. RULES ABOUT LINKING TO OUR WEBSITE

- (a) You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- (b) You must not establish a link to our website in any website that is not owned by you.
- (c) Our website must not be framed on any other website.
- (d) The website on which you are linking to our website must comply in all respects with the content standards set out in these T&Cs.
- (e) We reserve the right to withdraw linking permission at any time, at which point you must immediately delete any links to our website.

If you wish to link to or make any use of content on our website other than as set out above, please contact enquiries@whiskanddrizzle.co.uk.

23. OUR TRADE MARKS ARE REGISTERED

- (a) “Whisk & Drizzle” is a UK registered trademark held jointly by Marianna Vaki and Jake Schogger. You are not permitted to use it without their prior consent, unless they are part of material you are using in a manner permitted under these T&Cs.

24. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- (a) **Whether you are a consumer or a business user:**
 - i. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our gross negligence or the gross negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

(b) **If you are a business user:**

- i. We exclude all implied conditions, warranties, representations or other terms and conditions that may apply to our website or any content on it.
- ii. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your: use of, or inability to use, our website; or use of, or reliance on, any content displayed on our website.
- iii. In particular, we will not be liable for: loss of profits, sales, business or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

(c) **If you are a consumer user:**

- i. Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- ii. We will never be liable to you for loss or damage that you could have avoided by following advice to apply an update offered to you free of charge or for loss or damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements generally recommended.

25. NO ASSIGNMENT

- (a) Your rights and obligations under these T&Cs are not assignable. Any attempted or actual assignment thereof by you will be null and void without our prior explicit and written consent.

26. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

- (a) If you are a consumer, please note that these T&Cs, their subject matter and their formation, are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- (b) If you are a business, these T&Cs of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.