

# ILMA CAKES & CO.

## TERMS & CONDITIONS

**1. Cake Design and Consultation** - All our cakes are made to order. You can browse our portfolio or we can design something unique for you. We offer no-obligation design consultations for all cakes. Any cake ordered from a picture or photo of a cake produced elsewhere can only be reproduced by us as our interpretation of the cake and may not be a replica. Please be aware that copyright also protects some designs and, therefore, cannot be replicated.

**2. Serving sizes** - Our standard dessert cake serving sizes are **1"x2"x3"** high and coffee/cocktail servings are **1"x1"x3"** high. Cake serving sizes are estimated. Speciality cakes, carved cakes and method of slicing may affect the total serving number. Customer understands and accepts these terms, and must order their products accordingly after having considered these variables. We can provide cake cutting guides (except carved cakes) with any orders for you to follow to get the ordered servings.

**3. Deposits** - All deposits become due to once you have placed, checked and confirmed the details of your order. An order is not secured without a deposit and priority will transfer to paid deposits. If a deposit is not paid, your date is not guaranteed and will still be available to other customers. We will not treat your order as accepted until your deposit has been received. All celebration cake orders require a non-refundable deposit of 50%. Short notice orders that are placed within seven days of the collection date are an exception to this and must be paid in full on ordering. For wedding cakes, a deposit of 50% is required to secure your order. Short notice orders placed within one month of the date are the exception to this; they should be paid in full at the time of ordering. Should the order be cancelled at your request, a fee of 25% of the total price will apply. A cancellation fee of 50% the total price applies if cancelled within four (4) weeks prior. In the unlikely event that we need to cancel your order, any deposits paid will be FULLY REFUNDED. Reasons we may need to cancel - death, injury, illness (due to health and safety regulations), severe medical conditions or an accident of myself or any immediate family member.

**4. Final Balance Payments** For celebration cakes, the monies outstanding can be paid in cash on delivery/collection. If you wish to pay the balance via PayPal or direct bank transfer, this must be paid seven days before delivery/collection. Final payment for wedding cake orders is required no later than two weeks before your collection/delivery date. We will not release your cake until payment has been received in full. We accept no responsibility for any loss howsoever caused for non-delivery under these circumstances.

**5. Non-Payments** - Please note, if any outstanding monies are not received 14 days before the delivery, collection and set-up date, it is assumed that the cake has been cancelled. The cancellation policy, therefore, applies in all cases. If 14-day deadline you try to make payment, we reserve the right to refuse your trade in all cases with complete loss of your 50% deposit.

**6. Cake Design alterations** - Your cake is important to us so; please take the time to check the details of your quote/order carefully. **It is your responsibility to contact us for any changes required to your original order.** We will try and accommodate any changes where possible. We cannot guarantee to do so and reserve the right to increase the price from that

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originally quoted for any additional details required. Any changes made to your original design are subject to a change in the quoted price. Included are supplies that may no longer be needed but have already been purchased. Please note we are unable to make any changes within seven days of the delivery/collection date for celebration cakes or within four weeks of the wedding date.

**7. Change of Occasion date** - If, for any reason you need to re-arrange your occasion date, we will try our best to accommodate these changes at no additional charges; provided sufficient notice is given and that we can offer a cake for the re-arranged occasion date. We will do our best to accommodate your order but CANNOT GUARANTEE to be able to do so. If we are already fully booked for your new occasion date and unable to provide the cake, then a 25% refund of the monies paid will be refunded.

**8. Collection** - Prior arrangement is required to collect all orders within a time slot organised the week of the cake due. Once the cake has been collected and taken from the premises you are hereby confirming that you have received your order in good condition and as specified. We will not accept liability for any damage sustained to the cake once it has been collected. Should you not be satisfied with the internal cake quality then you are to contact us immediately and the remaining cake/order is to be returned to Ilma Cakes as soon as physically possible for inspection to be able to qualify for any reimbursement. Consumed units/portions may not qualify for reimbursement and reimbursement is at the full discretion of Ilma Cakes. Should the flavour be of sound quality then NO reimbursement will be provided.

**9. Delivery** - Delivery should be arranged at the time of ordering or as soon as possible afterwards. Delivery is \$10 within the local 3280 postcode, deliveries outside of the local postcode will be charged \$1.50 per km to cover automotive costs and time/labour. Distances are calculated using Google maps from Warrnambool CBD as the starting point. Setting up of cakes, cupcakes, cookies or flower styling will incur an additional cost of \$25/hr for the time required (such as cupcake towers).

Delivery may not be available in some instances and timeframes, we will do our best to accommodate everyone however collection may be the only option in some situations. It is your responsibility to ensure that you have provided correct delivery information and to ensure that the venue is open and available at the arranged time. At the venue, should we have to wait to gain entry, you will be billed for the time at a rate of \$25/ hour. If no-one is available to receive the cake at the agreed delivery time, your order will be returned to the business (Ilma Cakes) premises and we will contact you to arrange an alternative delivery time; for which a charge will be payable. The company accepts no responsibility for any loss or consequential loss incurred by the customer as a result.

**10. Set Up** - While we try to ensure that your cake is presented looking it's very best, the stability or levelness of the table upon which the cake is displayed or the quality of the surrounding around the cake is not in our control. Please ensure, the 'cake presentation table' is stable, level and sturdy enough to hold the cake. A large three-tier double barrel (tall) mud cake wedding cake can weight up to 15Kg. Please also remember that chocolate covered cakes can melt under extreme conditions as are found within a marquee on a hot Summers day. If the cake is to be set up by the venue staff, we will leave instructions on how the cake is to be displayed with the appropriate personnel. Once the cake is delivered or collected we are not responsible for any interference or damage to the cake.

**11. Non-Edible supplies** - Your order may contain some non-edible items such as ribbons, internal structures, flower or feather holders or wires in sugar flowers. On delivery, We will make the recipient aware of any non-edible items that must be removed before the cake is sliced and served.

**12. Cakes made with Fresh Flowers** - We can supply fresh flowers for your cake, or your florist can do so. We can liaise directly with your florist if details are provided and arrange with them to supply the flowers at the venue, ready for setting up the cake. Please note that some flowers are not suitable for use on cakes. It is your responsibility to ensure that the flowers chosen are safe to come into contact with food.

**13. Quality and storage of your cake** - Cakes covered with **fondant sugar paste should be stored in a cool, dry place, preferably in the box that they are supplied in.** They should **NOT** be refrigerated. The business advises that all food must be consumed within 24 hours of the first serving. Any food consumed after 24 hours or later is at the client's discretion and becomes their responsibility. Once food has been delivered, the responsibility for consumption lies with the customer and, therefore, indemnifies the business of all liability for personal use.

**14. Allergies** - Please be aware that while your cake may not be made with nuts or a nut product, it will have been prepared in a kitchen where nut products may be used in other cakes and fillings. We cannot guarantee that your cake will be free from all nut traces. **All of the cakes, fillings and icings created by Ilma Cakes may contain, or come into contact with, soy, wheat, dairy, nuts etc. we CANNOT 100% guarantee that cross contamination has not occurred.** It is your responsibility to inform your guests of this allergy information. We shall not be held liable for any allergic reaction resulting from consumption of the product(s).

**15. Weather** - Heat and humidity can adversely affect your cake. In warmer months, it is advised the cake be kept in an air-conditioned area or, at the very least, a cool area. (Refrigeration is not recommended for fondant covered cakes). It is strongly suggested that cakes being collected by the customer be transported in an air-conditioned vehicle. Please note that the business is not to be held liable for any damages occurred from natural weather conditions or client neglect.

**16. Exemption** - Where damage does occur at the irrefutable fault of the business, a partial or full refund may be given, this will be determined on an individual basis. Proof must be provided immediately, either in person or by way of pictorial evidence. The customer is made aware that specific designs (e.g., topsy-turvy) are more structurally sensitive than others; improper handling can lead to damage. Assuming all precautions have been taken by us, to provide you with a sound structural support; we accept no liability for any damage that may occur once the cake is in the customer's possession.