

ILMA CAKES & CO.

TERMS & CONDITIONS

These Terms & Conditions apply to all orders placed with Ilma Cakes & Co. (“the Business”). By placing an order, you agree to the following terms. Nothing in these Terms excludes, restricts, or modifies rights under the Australian Consumer Law.

1. Orders & Acceptance

All custom products are made to order.

A quotation does not constitute acceptance of an order. An order is confirmed only once full payment has been received.

The Business reserves the right to refuse any order at its discretion.

2. Payment

Full payment is required at the time of ordering unless otherwise authorised by management in writing.

Production will not commence until payment has been received in full.

Orders will not be released or delivered until payment has cleared.

3. Cancellations

Cancellations must be submitted in writing.

Due to the nature of made-to-order products, payments are non-refundable except as required under Australian Consumer Law.

If an order is cancelled:

- More than 14 days prior to collection/delivery: 50% of the total order value will be retained.
- 8–14 days prior: 75% of the total order value will be retained.
- 7 days or fewer prior: 100% of the total order value will be retained.

These amounts reflect reasonable costs incurred, including labour allocation, production scheduling, ingredient procurement, and reserved booking capacity.

4. Changes to Orders

Clients are responsible for reviewing all order details before confirming.

Amendments are subject to availability and may incur additional charges.

Changes cannot be guaranteed within 7 days of collection or delivery.

Costs associated with materials purchased or labour allocated prior to amendment remain payable.

5. Collection & Delivery

Collection times must be arranged in advance.

Upon collection or delivery, responsibility for the product transfers to the client.

The Business is not liable for any damage occurring after collection or delivery, including damage resulting from transport, handling, storage conditions, or third parties.

Delivery fees apply where applicable and will be advised at the time of booking. Clients must ensure accurate delivery details and venue accessibility. Additional charges may apply if delivery cannot be completed as scheduled.

6. Storage & Handling

Products must be stored in accordance with any instructions provided.

Unless otherwise advised, products should be stored in a cool, dry environment.

The Business is not responsible for damage or deterioration resulting from improper storage, transport, venue conditions, guest interference, or weather.

Products are best consumed within 24 hours of cutting unless otherwise specified.

7. Non-Edible Elements

Some products may contain internal supports or decorative components that are not edible. These must be removed prior to serving.

8. Allergens

Products are prepared in a commercial kitchen that handles common allergens including nuts, dairy, gluten, soy, eggs and other ingredients.

While strict food safety procedures are followed, cross-contamination cannot be guaranteed.

Clients are responsible for informing guests of potential allergen exposure.

9. Product Quality & Consumer Guarantees

If you believe a product is faulty or does not meet consumer guarantees under Australian Consumer Law, you must notify the Business as soon as reasonably possible and provide reasonable evidence of the issue.

Where a product is found to be defective or not of acceptable quality under Australian Consumer Law, remedies will be provided in accordance with statutory obligations.

Except as required by law, liability is limited to the replacement or refund of the product value.

The Business is not liable for indirect or consequential loss.