

Celebration Cake - Terms and 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 will not be a replica. Please be aware that copyright also protects some designs and, therefore, cannot be copied.

2. Tastings

We also provide cake tastings. At the time of booking your consultation, please mention if there are any flavours you would like to sample. There is a charge for Cake Tasting which is added to the order if you go ahead with us and place an order above \$200

3. Serving sizes

Our standard cake serving sizes are 1"x2"x4" 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 provide cake cutting guides (except carved cakes) with all our orders for you to follow to get the ordered servings.

4. Orders

* Two weeks' notice for celebration cakes, secured with deposits.

* A one-month notice is needed for wedding cakes, secured with deposits.

Sometimes we might be able to accommodate a cake at shorter notice depending on our schedule and the design of your cake and the availability of the date, so please contact us to discuss.

5. Deposits

All deposits become due to once you have placed, checked and confirmed the details of your order. We will hold your date no later than one week after booking. After this time, 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 non-refundable deposit of 50% is required to secure your order.** Short notice orders placed within one month of the wedding date are the exception to this; they should be paid in full at the time of ordering.

Please note that all deposits are NON-REFUNDABLE and NON-TRANSFERABLE. If you cancel your order deposits paid are strictly NON-REFUNDABLE. 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.

6. Final Balance Payments

* For celebration cakes, the balance can be paid in cash or via online direct transfer by the due date listed on your invoice. If you wish to pay the balance direct transfer this must be paid seven days before delivery/collection.

* Final payment for your wedding cake is required no later than two weeks before your collection/delivery date. We will not release your cake to you until payment has been received in full. We accept no responsibility for any loss howsoever caused for non-delivery under these circumstances.

7. Non-Payments

Please note, if full payment of the wedding cake is 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 after the 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.

8. 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 of 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 quoted for any extra work 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.

9. 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, it would not be possible to refund your deposit. Please bear this in mind when ordering, as any monies paid are non-refundable and non-transferable. We highly suggest that you take out wedding insurance to cover all eventualities.

10. Collection

Prior arrangement is required to collect all orders within a time slot mentioned in your order form. A signature is needed for cake collection, 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 and signed for.

11. Delivery

Delivery should be arranged at the time of ordering or as soon as possible afterwards.

* Delivery is free on all orders over \$150 within a 20km radius of Simpler Things business and 50c per km after that. Distances are calculated using Google maps.

* A delivery charge of \$5 applies to all orders under \$50 within a 20km radius of Simpler Things and 50c per mile after that.

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 per hour. If no-one is available to receive the cake at the agreed delivery time, your order will be returned to my business and we will contact you to arrange an alternative delivery time; for which a charge will be payable. My company accepts no responsibility for any loss or consequential loss incurred by the customer as a result.

12. 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 six tier rich fruit wedding cake can weight up to 7Kg. 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 and obtain a signature to verify that I have done so. Once the cake is delivered or collected, set-up, and signed for we are not responsible for any interference or damage to the cake.

13. Non-Edible supplies

Your order may contain some non-edible items such as ribbons, 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.

14. 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 and arrange with them to supply the flowers at the venue, ready for setting up the cake. Please note that some flowers as not suitable for use on cakes. It is your responsibility to ensure that the flowers you chose are safe to come into contact with food.

15. Quality and storage of your cake

Your sponge cake will be baked as close to your delivery/collection day as possible to ensure quality and freshness. Cakes covered with sugar paste should be stored in a cool, dry place, preferably in the box that they are supplied in. They should not be refrigerated. We suggest that sponge cakes should be eaten as close to the delivery/collection date as possible. My 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 of consumption lies with the customer and, therefore, indemnifies my business of all liability for personal use.

16. Allergies

Please be aware that while your cake may not be made with nuts or a nut product, gluten or a gluten product, it will have been prepared in a kitchen where nut and gluten products may be used in other cakes and fillings. We cannot guarantee that your cake will be free from all nut or gluten traces. All of the cakes, fillings and icings may contain, or come into contact with, soy, wheat, dairy and nuts. 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 cake.

17. 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 cakes). It is strongly suggested that cakes being collected by the customer be transported in an air-conditioned vehicle. You understand that I am in no way responsible for any damage that may occur due to weather conditions.

18. Exemption

Where damage does occur at the irrefutable fault of my 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.

Equipment Hire T&C

Equipment hire is to be requested at the time of the booking. All hired equipment requires a deposit.

* Direct Deposits- This will be reimbursed in full unless the equipment is not returned or comes back damaged.

* Cash Deposit - It will be reimbursed in full to the hirer on safe return of the hired equipment provided it has not suffered any damage whatsoever.

Damage includes, chips, cuts, scratches, breakages, cracks, rips, tears, dents, bending, staining, water damage and discolouration. All hired equipment should be clean and in the original packaging provided and the hired equipment must be returned within three working days.

Failure to return equipment hired on the specified day will carry a penalty. That of \$10 per item per day, until the entire deposit is lost. Violation of the signed agreements can result in my business holding the deposit in part or full.