

## TERMS & CONDITIONS

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### 1. DEPOSITS

A 30% non-refundable deposit is required for all cake orders. The deposit secures a position in the Cake Culture diary which closes this spot off to other bookings. The deposit covers admin duties associated with the inquiry and booking, as well preparation of your order or covers costs to per-order speciality items required to complete your design.

### 2. CANCELLATION

Cancellations should be notified in writing as soon as possible. In the event of a cancellation you will forfeit the deposit payment.

2.1: If your cancellation is 7 days or less from your event date, Cake Culture reserves the right to use our discretion with regards to any refund due on monies paid above the deposit amount.

2.2: In some cases, but not all cases, it may be possible for Cake Culture to offer a partial credit for a future purchase to use within 12 months. The amount of credit will depend on how much work has already been done on the cancelled order and excludes the 30% non-refundable deposit.

2.3: Cake Culture retains the right to cancel the booking in very unusual circumstances beyond our control, such as ill health or family emergency, during which Cake Culture will refund any money taken in full. If possible, Cake Culture will recommend another local cake decorator that may be available to take on your order, but cannot guarantee that the quoted cost by Cake Culture will be the same.

### 3. POSTPONEMENT

Postponement of your event should be advised in writing as soon as possible, but cannot be accepted less than 7 days prior to your event. Where possible, Cake Culture will accommodate your change of date. Where we are unable to accommodate your new date, Cake Culture will refund any monies paid, excluding the 30% non-refundable deposit.

3.1: When confirming the acceptance of your new event date into the Cake Culture booking diary, Cake Culture will agree to keep the original price quoted for your order, unless you change the design, size or flavour of the order, in which case there may be a surcharge involved.

### 4. PAYMENTS

Full payment for the order is due 7 days prior to your event. Cakes will not be released or delivered unless full payment has been received. If you do not make payment, you take the risk your order not being baked or completed for your event. Baking cannot begin unless payment has been received.

4.1: Payments are to be made via bank transfer to the nominated account.

4.2: A PayPal invoice can be issued if you would like to pay via Credit Card. All PayPal payments will incur an additional 2.9% on the total due.

## 5. LIABILITY

Cake Culture is not liable for any damage caused to the cake post collection or delivery of the order.

5.1: Cake Culture is not liable for damage caused by a third party, guest or poor handling by yourself and or the venue. Storage instructions will be provided with the delivery of your order.

5.2: Products may contain common allergens or trace of these, including but not limited to – gluten, egg, soy, dairy and all nuts. It is your responsibility to advise Cake Culture of any allergies or intolerances, including fewer common allergens. No responsibility will be taken for allergic reactions, by anyone who eats the goods. It is your responsibility to inform your guests that the goods may contain allergens.

5.3: If you request a cake to suit your or a guest's allergen/intolerance you will be asked to sign a disclaimer acknowledging that you are aware Cake Culture is not a registered gluten, egg, dairy, soy or nut free kitchen. Despite best efforts, cross-contamination may occur as these ingredients are kept on the premise of Cake Culture.

5.4: Upon collection or delivery of your order, you will be provided with a cake information card. This card will outline any items that are decorating your cake which should be removed prior to consumption. Cake Culture will not be held liable for your failure to remove these inedible decorations prior to cutting and eating your cake.

5.5: Cake Culture is not liable if a cake shortage occurs because the cake pieces are cut larger than the agreed upon measurement and cutting instruction guide provided at the time of delivery.

5.6: Cake Culture is not liable for damage caused to the cake by florists adding fresh or faux flowers. The client must ensure they have spoken to their chosen floral designer to ensure flowers used a non-toxic and are not to be inserted into the cake without proper use of food safe tape and or posy picks.

## 6. ALTERATIONS TO ORDERS

Any alterations to the original order must be confirmed in writing no less than 21 days prior to your event and may be subject to an additional charge. Amendments to orders 14 days or less prior to your event may not be possible, but every effort will be made to accommodate changes. Cake Culture reserves the right to decline change requests that are within the short delivery window.

## 7. COPIED DESIGNS

Cake Culture prides itself on being able to design you a unique cake for your event, but understands that sometimes clients fall in love with a design they have seen online created by another cake designer. Cake Culture does not like to copy other designs, but is more than happy to use the style you bring as inspiration. Frequently Cake Culture will create the design in the same style but with different colours or slightly different embellishments (after discussing with you) so that you will get a beautiful cake that is unique to your event.