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## CUSTOM CAKE TERMS & CONDITIONS

All sales made by Sweet Dreams Luxury Bakes LLC are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to email prior to submitting payment.

### BOOKING PROCESS

1. *For celebration cakes, the design process will be done via email.*
2. *Ideas for the cake design can be sent to us when booking, but the final design will be subject to our own creative process as we prefer to create original designs, rather than copy an existing design.*
3. *You can email us if you need to discuss any aspects of your cake before making a booking.*
4. *Please advise of any allergies or specific dietary requirements when booking.*
5. *If you would prefer to schedule a phone consultation to elaborate on your design ideas please let us know so that it can be scheduled.*

### BOOKING FEES

1. *All celebration cake orders require a 30% non-refundable booking fee. For cake orders with less than 10 day notice, full payment must be made at time of booking.*
2. *Booking fees must be paid within 24 hours of invoice being sent. Dates cannot be held without booking fee. If booking fee has not been submitted within 24 hours of invoicing, the event date will be released, which may mean we are no longer to accommodate your order.*
3. *Orders are not confirmed until the booking fee has been paid. Please note that all booking fees are non-refundable as they secure your date on our calendar and are only transferrable under certain circumstances.*

### PAYMENT SCHEDULE

1. *The final payment is due seven (7) days prior to your scheduled pick up/delivery. The due date will clearly be stated on your invoice and a reminder will be sent three (3) days before the final balance is due.*
2. *If the final payment is not received seven (7) days before your scheduled pick up/delivery, your booking will be cancelled. The booking fee paid to secure your date is then non-refundable and non-transferable and we may no longer be able to accommodate your order.*

### INVOICE DETAILS

1. *Once the invoice has been sent, please review all details carefully especially: cake size, flavor(s), spellings of names, age, allergen information and pick up/delivery details. Please advise us of any necessary changes prior to submitting*

payment.

2. Your order will be prepared according to the invoice and therefore it is imperative that all details are checked carefully. Any errors not picked up on the invoice before the cake is made will not be considered to be our error.

## **ALTERATIONS TO ORDER**

1. We are happy to make alterations to your cake design and order up to one (1) week prior to your event date. While every effort will be made to accommodate changes to the design, please note that changes within one (1) week of the event cannot always be guaranteed.
2. Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work originally agreed upon.

## **CHANGE OF EVENT DATE**

1. If you need to change your booking date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed.
2. If we can change your booking date, provided it is within 90 days from the day you request the change, the booking fee will be transferred to the new date.
3. If you are moving to a date more than 90 days from the day you request the change, a new booking fee of £50 will be payable to secure the new date. The first booking fee will also be deducted off the final cost.
4. If your new requested booking date is unavailable, unfortunately the booking fee will be non-refundable.

## **CANCELLATIONS/REFUNDS**

1. The booking fee is non-refundable and non-transferable in the event of cancellation.
2. There may be a rare occasion when Sweet Dreams Luxury Bakes needs to cancel an order due to extenuating circumstances beyond our control. In this case, as much notice as possible of the cancellation will be given and any monies paid, including deposits will be refunded. If required, we will also assist in finding a replacement baker of the same high standard to make your cake for you.

## **ALLERGENS & SPECIAL DIETARY REQUIREMENTS**

1. All allergies and special dietary requirements should be conveyed to Sweet Dreams Luxury Bakes when placing an order. It is the customer's responsibility to make us aware of any special dietary requirements..
2. Unless otherwise stated, all products contain; gluten, butter and eggs and are made in an environment that handles; nuts, soya, and alcohol. Unfortunately we do not offer gluten-free, vegan or sugar free menu options.
3. We would recommend anyone with a severe nut; dairy or gluten intolerance does not eat our products.
4. We will provide full allergen information with your order upon pick up/delivery.
5. Sweet Dreams Luxury Bakes accepts no liability for customers suffering allergic reactions from consuming our products..

## **NON-EDIBLE ELEMENTS**

1. Sometimes our cakes will contain non-edible elements such as plastic or wooden dowels/straws, flowers, or cake toppers. We will advise you of any non-edible elements that need to be removed during cutting and provide written information about this to you/the venue.
2. As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give you/the venue written information concerning any non-edible elements that need to be removed.

## **CUSTOMER PICK UP**

1. *Your order may be collected at a pre-arranged time, scheduled no less than 48 hours prior to your scheduled pick up date. However, not all cakes are available for collection; it depends on the design and size of the cake.*
2. *Cakes that are collected by the customer are always boxed for transportation. We will provide full instructions on the care and handling of your cake. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. We do not take any responsibility for any damage that may occur to the cake once it has left us.*
3. *We recommend cakes to be placed on a level, steady surface for transport i.e., in the passenger footwell of your car. We are happy to place the cake safely in the car for you if required. The cake should then be stored in the box at room temperature and out of direct sunlight. We do not advise that the cake be placed in the seat of the car or be held by a passenger.*
4. *You must adhere to the collection time slot that has been prearranged. If you do not collect the cake when agreed, it will only be available to collect later at a time that is suitable for us. Failure to turn up for the collection at the agreed time may result in you not being able to have the cake on the day that was arranged.*
5. *Any changes to the pre-agreed collection time must be confirmed by us at least one (1) hour before scheduled and cannot be guaranteed.*
6. *Please ensure that you schedule your pick up after all other errands have been completed. Your cake cannot be left in the car for any period of time.*
7. *Sunday collections will be subject to a \$50 surcharge and bank holidays, a \$100 surcharge.*

## **DELIVERY**

1. *We will deliver your cake to your venue at a pre-arranged time. This will be scheduled no less than seven (7) days prior to event date.*
2. *If the delivery time needs to be changed, please advise us as soon as possible but at least 24 hours in advance. Depending on other orders on the day of delivery, we cannot always guarantee a change of delivery time will be possible.*
3. *Local delivery is charged at \$35 within 30 miles of our location (5300 The Station Blvd, Sachse, TX 75048) plus any associated round trip tolls. Locations beyond a 30 mile radius are charged an additional \$1 per mile plus any associated round trip tolls (mileage & tolls calculated based on North Texas Tollway Authority Trip Calculator from 5300 The Station Blvd, Sachse, TX 75048).*
4. *Sunday deliveries will be subject to a \$50 surcharge and bank holidays, a \$100 surcharge.*
5. *If applicable, a set-up fee of \$30 for time spent at the venue may also be added. The set-up fee includes stacking and setting up your cake at the venue.*
6. *It is your responsibility to ensure you have given us the correct delivery information and delivery time. This will be notated on your invoice, so please check it carefully.*
7. *It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue. We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. We advise that it is not directly in front of a heat source, in a sunny window/conservatory or in a location where it could be knocked easily by passing guests.*
8. *We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake i.e., the cake table is in front of a large glass window, and it is an extremely hot day.*
9. *We reserve the right not to use a cake stand provided by the venue or yourself if we feel it will not hold the weight of the cake.*
10. *If you are personally unavailable on delivery day it is your responsibility to provide us with a point of contact, including name and cell number.*
11. *We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition. We do not accept responsibility for any damage that may occur to the cake after set up is complete and cake has been photographed. This includes any damage that may occur as a result of the cake being moved by you, event and/or catering staff.*
12. *When your venue does not allow for vendor set up of your cake, we do not accept responsibility for the location of set up, quality of set up or any damage to the cake once it leaves our possession. In the case that we are denied entry to*

*a venue and must hand off your cake, we will reach out to you (or chosen point of contact) via phone call to inform you as well as send photos as proof of delivery/condition. In this instance, any paid set-up fee will be refunded.*

**By paying your booking fee, you are agreeing to these terms and conditions so please read them carefully.**