

Sweet Bites Cakes TERMS AND CONDITIONS:

This constitutes an order for cake bookings.

1)Your initial booking fee reserves your event date and is non-refundable. Upon payment of the booking fee, Sweet Bites Cakes 2017 Limited commits to reserve the time and date agreed upon. For this reason, the booking fee is non-refundable if the wedding/party date is changed or cancelled. Payment of deposit is agreement to our terms and conditions.

2)Any balance is due on pick up or PRIOR to delivery. The quoted price is subject to any rises in cost that may occur between the booking date and wedding/party date, if this time is greater than 6 months (e.g., rises in GST etc.)

4)Any changes to a confirmed order will incur a \$20 rebooking fee

5)If the balance is not received by the due date our obligation to supply ceases and the deposit will not be refunded

6)The client undertakes to indemnify Sweet Bites Cakes 2017 Limited any loss, damage or expense (including costs as between solicitor client basis) suffered or incurred as a result of any breach by the client of these conditions or in recovering any moneys due and such loss, damage or expense shall be moneys due for the purposes of these terms and conditions.

7)Any venue, flavour, style or size changes to the cake (cakes) must be made at least 1 month prior to the event in writing or signed off in store and acknowledged in writing by us.

8) DESIGN VARIATION

The client acknowledges that cake, icings and sugar may fade or discolour over time due to the weather, heat or light etc. The client releases Sweet Bites Cakes 2017 Limited from any liability for any claim based upon fading or discoloration beyond our control. The client acknowledges that not all colours can be reproduced exactly.

Colour matching is not a precise science and different sugar substrates take colour differently. Some colours are highly difficult to achieve using food grade dyes. Vendor will do everything possible to match provided colour swatches, but it is not always possible to make a 100% perfect colour match.

Vendor cannot promise accurately matching a "verbal" colour or a colour sent via electronic device, as all monitors display colour differently. To attempt the most accurate colour match, you must provide a colour swatch 14 days in advance of the event.

9) Vendor makes every effort to provide exactly the flavour, filling, decoration, size, colour, shape, and design discussed during consultations, however creating cakes and other desserts is an art form and may be subject to variations. Sketches are representative only and are not necessarily an exact depiction of the cake. Vendor shall have final say regarding the aesthetic judgment and artistic quality of the Services. Dissatisfaction with Vendor's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

10)To maintain stability and the integrity of your event cake, Vendor reserves the right to make design and structural changes to your cake on site or off, without prior notification."

11)We will not be responsible for any damage to the cake after setup by our team is complete. You are responsible for providing an appropriate table and environment for the cake (cakes). Cakes can be heavy and will require a strong table. Optimal room temperature of 22 degrees Celsius or less is best.

12)Sweet Bites Cakes 2017 Limited shall not be liable for any delay or damage caused directly or indirectly by accidents, weather, fire, failure by manufacturers to deliver and any other events beyond our control.

13)Neither the client nor Sweet Bites cakes shall be liable for any loss or damage arising directly or indirect due to an act of God, fire armed conflict, labour disputes, civil commotion, intervention of a government, accidents, interruption to transportation, weather or any other cause outside of Sweet Bites Cakes control.

14)Sweet Bites Cakes will notify you of any inedible items on the cake, but it will be your responsibility to notify your guests. Wherever possible we will inform your venue at the time of delivery.

15)If fresh flowers are to be used on your cake, either provided by us or by a florist and acknowledged that fresh flowers are not a food product and may contain pesticides and/or insecticides, dirt and any other contaminants.

16)If you or your representative elects to pick up and set up the cake at the venue it will become your responsibility for the condition of the cake once it leaves our possession.

16)It is usual for us to photograph our cakes and we reserve the right to use any photos for display or promotion without any compensation to you. We also request that any professional photographs taken are credited to us.

17)Although we endeavour to do our utmost to avoid contamination, our products may come into contact with milk, wheat, nuts and soy and other allergens. It is your responsibility to notify your guests of this risk and you will hold us harmless for any allergic reactions.

18)If for any reason, you are not entirely happy with your cake, you must return it to us within 72 hours from the event date. We will not assume responsibility for any complaints where you cannot provide us with an adequate sample of the cake which clearly demonstrates the problem.

19) COVID-19 CANCELLATIONS: For orders placed after April 1, 2020, we are not able to offer refunds for events cancelled due to COVID-19. However, we are happy to offer you store credit for a future purchase. We can also work with you to move your order to a different date. If your event needs to be cancelled within a week of your event date this is at our discretion and may forfeit your order.

19) Any feedback from you or third parties may be used by us for purposes related to performance under this contract. Sweet Bites Cakes 2017 Limited shall abide by the Privacy Act 1993 and shall take all practical steps to achieve privacy protection. The client must advise Sweet Bites Cakes Limited as to whether any material or information communicated to him/her is of a confidential nature. Sweet Bites Cakes Limited will keep confidential material or information communicated to him/her in confidence for the purposes of the order, except where it is reasonably necessary to enable Sweet Bites Cakes Limited to carry out their obligations in relation to the booking order.

20) The stand hire and bond will be agreed on during the consultation process. Unless agreed otherwise hire age is for a maximum of 5 days. Any hired items must be returned undamaged to Sweet Bites Cakes 1/214 Universal Drive, Henderson, 0610 within the allowed time frame in order to receive the full bond refunded. Should you fail to return any hired item this will result in a loss of the bond and an invoice for the remaining charge/replacement cost. Bonds will be refunded into a nominated bank account supplied by you.

21) If your event is cancelled or postponed and you no longer require our cake the following cancellation policy applies.

22) CANCELLATION POLICY More than 1 month before the event: Loss of deposit only. Less than 1 month before the event: 100% of total cost of cake

SWEET BITES

