

Cake Order Agreement

Terms

Acceptance of Terms Below: After receiving Terms & Conditions of ordering from Amelia Elaine Cakeks, LLC, it is your responsibility to review all terms fully. Once you have paid either your deposit or in-full invoice, payment will act as acceptance of terms below. This stands whether you choose to review terms or not. This is also the same order agreement terms that are sent to you for signature at the same time as invoice.

Agreement for sale and purchase

According to the terms and conditions of this agreement, the Business agrees to deliver the described goods to the Customer, and the Customer agrees to pay for and accept these goods. It is your responsibility to review all terms fully. Once you have paid either your deposit or in-full invoice, payment will act as acceptance of terms below. This stands whether you choose to review terms or not.

Refunds/Cancellations

In the event of cancellation on your behalf, your payment is refundable, excluding the 20% deposit on orders over \$100.00, up to 60 days prior to the scheduled pick-up/delivery date and will be issued within 14 days of cancellation notice. If your order is canceled between 59 – 30 days prior to the scheduled date, a 50% refund will be issued within 14 days of cancellation notice. There are no refunds applicable for event cancellations within 29 days of the scheduled pick-up/delivery date. In the event that I am unable to fulfill an order due to emergency circumstances after payment has already been received, a full refund will be issued.

Final Payments

Final payment on all orders over \$100.00 is due two weeks prior to the scheduled pick-up/delivery date.

Delivery Time

The delivery time on your cake order form is an approximate time for your cake delivery. Actual delivery time may vary depending on the delivery schedule for the day, traffic and weather conditions.

Unavoidable Delivery Occurrence

In the case of an unavoidable delivery occurrence, such as a car accident, poor road conditions, inclement weather, etc.. Amelia Elaine Cakes, LLC is only responsible for refunding the price of the cake placed in your order. This stands for delivered orders only.

Pick-up Waiver

If you chose to pick-up your order rather than have it delivered, Amelia Elaine Cakes, LLC is NOT responsible for damage to any cake once it has left our possession. Since our cakes are made with ingredients that will MELT IN HEAT and cakes should never be left in direct sunlight or in a hot vehicle. Cakes should be transported in a cool and flat area with plenty of space. Please refer to cake care instructions. Any repairs or additional cakes will be subject to additional fees. Amelia Elaine Cakes, LLC is also not responsible for any cost related to unavoidable occurrences such as a car accident, poor road conditions, inclement weather, etc. once cake has left our possession nor during your travel time to pick up the cake.

Cake Care

When transporting your cake, please place it on a flat surface, not in lap, seat or dashboard. Drive slowly with AC on to ensure your car is cool. Cakes should be stored in the fridge until an hour before serving and should be consumed within 5 days. Once cut, ideally store your cake in an airtight container in the fridge. Where fresh fruit and florals have been used, we recommend these items be removed from the cake within 24 hours. Cupcakes should be stored in a cool place, out of direct sunlight, and should be consumed within 5 days. To keep your cupcakes fresh, please transfer to an airtight container.

Wedding Cake Orders

All wedding cake orders require 60 days notice. Any wedding cake orders placed after the 60-day deadline may be subject to additional charges, may not be accommodated, and the final design, flavor, and size may be at the bakers discretion.

Occasion Cakes, Cupcakes & Treat Orders

All orders must be placed no less than one week in advance. We ask that ideally, you place an order at least two weeks prior to desired pick-up/delivery date, however orders placed within one week may be accommodated if schedule allows at an additional fee.

Cake Variations

All cakes are custom made and no two cakes will ever be exactly the same. Amelia Elaine Cakes reserves the right to make any changes to the final cake. The cake quote request is a guideline for colors, design, flavors, and decorations but DOES NOT guarantee the final product.

Design Confirmation

In any event that there is an error on the cake quote request, it is YOUR responsibility to make us aware of the needed changes. Order changes can be made up to 14 days from the pick-up/delivery date (additional charges may apply).

Outdoor Events

Due to the effects of outdoor weather conditions, table on un-level ground, wind blowing undesirable atmospheric items (ie: dirt, leaves, branches, sunlight.), insects and other wildlife, products such as

icings, fillings, cake decorations, etc, may not hold up and cannot be insured, Amelia Elaine Cakes, LLC is not responsible for damage to cakes past delivery and set-up.

Food Colorings

Food colorings will not match your event colors perfectly. Amelia Elaine Cakes, LLC will make an effort to recreate the colors you are looking for but there will be slight color variations.

Heat

Cakes are made with ingredients that will melt when it's hot (direct sunlight, inside a car, etc...). If you have chosen to have your cake displayed in direct sunlight, Amelia Elaine Cakes, LLC is not responsible for damage to cakes beyond delivery. If you have chosen to pick up your cake, Amelia Elaine Cakes, LLC is not responsible for cakes melting in your car.

Allergies

Kitchen handles all main allergens, ingredients and machinery may have come in contact with nuts, milk and wheat products. If you have an allergy, this must be disclosed prior to order confirmation. In this case, while cake may not specifically contain a certain allergen, due to the range of ingredients in our kitchen, cross contamination may occur. Please note that nut milks are often used.

Florals

In the case of fresh flower usage on the cake (other than flowers provided by Amelia Elaine Cakes, LLC), the responsibility of the flower safety and safe food practices will rest with the florist and not with Amelia Elaine Cakes, LLC.

Photo Release

Amelia Elaine Cakes, LLC reserves the right to use photos taken of cake for advertising and promotional purposes on both website, social media and in print.

GUARANTEE

Amelia Elaine Cakes, LLC promises you the best product and service we can provide. It's always our goal to exceed your expectations and truly believe a referral is the best compliment. It is your responsibility to inspect the cake upon delivery/pickup and contact us with any concerns immediately.