*Cake Contract, Terms and Conditions*

*Lyons Den cakes Abn 59 386 534 795*

**Client Contract – Deposit Required**

Your order becomes reserved only when this cake contract/ tax invoice is drawn up, Tax invoice signed & 20% (100% in the case the cake is booked less than 21 days in advance) booking retainer is received. The retainer is paid to reserve your date and is NON-REFUNDABLE in the event of a cancellation. Cakes are first come first serve and we only do a limited number of cakes per week. However, if you need to change dates or move your event, please call us and we’d be happy to make accommodating arrangements at no charge. Deposits are required at the sole discretion of Lyons Den Cakes.

**Final Payment**

The final balance is due 21 days before the event date. If your cake is ordered less than 21 days before the event date, the total amount is due immediately and your order will not be placed until payment is received. The cake will not be made if final payment has not been received.

In the case of electronic transfers (which can take up to 3 days to present) all monies must be received 2 weeks prior to the event or your cakes will not be made and all payments made will be non-refundable after the two-week lock-outdate unless special arrangements have been made beforehand.

**Cake Changes**

Changes to your cake order: size, description, flavors, etc. will be accepted until 14 days prior to the event date. After that lockout date we cannot accept any changes.

Changes to your cake design and size may require a new quote and a new cake contract will be revised.

**PAYMENT TERMS**

1. Your initial deposit of 20% is considered a down payment and date reservation toward your event’s cakes/desserts.

2. 20% due at the time of booking (non-refundable if cancelled 21 days prior to event, and is considered non-refundable and non-transferable.) with full payment required 21 days prior to event. If booking is made and accepted within 21 days of event, full payment is required at time of booking.

3. Final Payment in Full is due 21 days before the event.

4. If Payment Schedule is not met, Lyons Den cakes, here and after “The Bakery”, assumes that the event has been cancelled, and will have no further obligation hereunder. Any deposits/payments made to date will not be refunded and the delivery date will be made available to other potential clients.

5. Payments may be received in the form of direct debit or money order. When mailing money orders, include Date of the Event and Name of the wedding party or cake recipient in the notes section of your check. COD (cash on delivery) is not accepted.

FINALIZATION OF DESIGN:

1. We ask that all details and number of servings for your cakes be finalized 4 weeks before the event date.

2. Changes to the cake design and approved by the Client after execution of this agreement may result in total price changes.

**VARIATION IN DESIGN**

1. While the Bakery makes every effort to provide exactly the flavour, filling, decoration, size, colour, shape, and design discussed during consultations, creating cake is an art form and may be subject to variations.

2. Colour matching is not a precise science and different sugar substrates take colour differently. The Bakery will do everything possible to make substrates match to each other and to match provided colour swatches, but sometimes it is not possible to make a 100% perfect colour match and some colours are just not achievable using food grade dyes.

3. The Bakery cannot match a “verbal” colour or a colour sent via electronic device, as all monitors display colour differently. To attempt a colour match, you must provide a colour swatch 14 days in advance of the event.

4. To maintain stability and the integrity of your event cake, The Bakery reserves the right to make design and structural changes to your cake on site or off, without prior notification.

**ORNAMENTS, TOPPERS, FLOWERS**

1. All ornaments and toppers should be brought to the bakery 7 days prior to your event so they can be assessed for weight and stability and cake reinforcements prepared. In the rare event, The Bakery reserves the right not to place ornaments on your cake if The Bakery feels that so doing will cause damage to your cake.

2. The bakery uses an approved Florist and Approved food grade applications for fresh flowers on your cake. If you wish to use your own Fresh flowers, they should be brought to the bakery one or two days before your event, or be placed at the cake table at the venue, prepped and ready for use.

3. Lyons Den Cakes is not liable for any damage or illness caused by incorrect floral inserts into the cake.

a. \*Floral arranging fees are included in our Package Pricing, but not in A-La-Carte Pricing.

**CUSTOMER PICK UP**

1. The Bakery will not be responsible for any damage occurring to your cake once it leaves our facility.

2. Please review our special care instructions on our website to ensure that your cake is at its best on your event date: <http://www.lyonsdencakes.com/tipsandtricks>

a. Client Initial\_\_\_\_\_\_\_\_\_\_\_\_\_

3. The Bakery recommends placing all cakes on a flat area of a Van or SUV or floor board of your vehicle, with air conditioning flowing around the cake, and a non-slip mat under the box or cake board to prevent sliding.

4. If damage occurs during transport, The Bakery may be able to repair it. Cost of repairs will be assessed based on whether the cake is returned to the bakery or if staff is required to go to the site for a service call, and the amount of time needed to make repairs. Cost of repairs will be negotiated and paid prior to repairs or service calls to the site being made.

5. All picks ups from the bakery must be negotiated at time of consult.

**DELIVERY**

1. Due to the logistics of scheduling multiple deliveries and set ups each day, The Bakery requires a time “range” for delivery of your event cakes, as provided by you. You are responsible for confirming this time with your reception/venue staff or wedding coordinator. Cake tables must be set up and ready for us to arrive before the start of this time range. Plateaus, pedestals, risers and dessert trays must also be in place if we are not the providers.

2. Deliveries to outdoor sites are scheduled as close to the event time as possible, to allow for any last minute changes to cake table location or risks of damage, due to weather.

3. Call to inform us of any changes to the time range for delivery, immediately, so The Bakery can do everything in its power to avoid scheduling conflicts. Please note the phone number at the top of this contract.

4. Please keep in mind that any delay to delivery affects not only Lyons Den cakes, and its staffed labour, but also all clients expecting delivery following yours.

**OUTDOOR SITE**

1. Outdoor settings are unpredictable. While The Bakery will do everything in its power to minimize weather damage, cake and sugar will melt in temperatures above 23 degrees and in high humidity. The Bakery is not responsible for damage caused by weather.

a. Damage common in outdoor sites: sweating, water condensation, running of colours, melting buttercream, sliding decorations, bug attractant.

**VENUE AND SITE CONDITIONS**

1. The Bakery reserves the right to refuse set up of a cake in any location that is not properly air conditioned or weather proofed or on any cake plateau or stand that does not appear sturdy enough to hold the weight of our cakes. All efforts will be made to work with venue staff to find placement better suited for your cake to make sure it looks beautiful on your arrival.

2. Cake is heavy and requires a perfectly level and sturdy table and cake plateau/stand. The Bakery is not responsible for any damage caused by tables or cake plateaus/stands that were unable to withstand the weight of our cakes or improperly installed, or installed at a lean.

3. Once cakes are set up, they are not intended to be moved until served. The Bakery is not responsible for damage caused by others after the cake is set up by The Bakery.

4. Tall cocktail tables are not suitable for tiered cakes over 2 tiers tall, and are not recommended, as someone will have to climb a ladder to both set up the cake, and again at the reception to disassemble and serve your cake.

5. Please be aware that 5 tiered or larger cakes on a standard height table may require a step stool or step ladder to disassemble and serve.

**Cancelation Policy**

In the event of cancellation: Cakes cancelled prior to the 21 to 14 day lockout date can be refunded up to 50% of balance paid. The 20% retainer will not be refunded. Cakes cancelled within the 14 day lockout date will not be refunded. In the event that something occurs to affect your scheduled event date – please contact us to discuss options. Communication is key, if you are up-front about any issues about your date we will work hard to accommodate you. We understand things can come up that are out of your control.

*Disclaimer*

*In the case of an emergency or an error in your cake delivery, please contact us immediately so we can fix the issue right away! If you are unhappy with your cake for any reason, please call us the day of your event and explain the situation. In the rare case that you are unhappy with your cake and would like a refund, you must call the day of your event so your cake can be returned. Without proof that you are indeed unhappy with the product and will not be using it for your event, we will be unable to refund any portion of your payment. This is necessary to hinder the very rare case of “If we complain, we’ll get a free cake” issue we occasionally come across. We are dedicated to satisfying our client’s cake requirements.*

**POSTPONEMENT AND CANCELLATION POLICY**

1. We will do everything in our power to accommodate your new date in cases of postponement. However, if a new date is not selected and confirmed prior to 21 days before the new event date the bakery will assume the event has been cancelled and the cancellation policy will apply.

2. If we are not able to accommodate your new date, The Bakery will refund in full.

3. Cancellation of your event may be subject in a partial to no refund.

b. Cancelation within 21days before the event: A cancellation fee in the amount of 20% of quoted total balance will be collected by The Bakery from your total payments, and then the remainder of your payment balance will be refunded in the form of business check or electronic funds transfer.

c. Cancelation within the 14 day window before the event will not be granted a refund except in cases of death in the immediate family.

d. Non-refundable portions are non-transferable and cannot be applied to later dates. When we take your event order, we begin the process of declining other orders. As we get closer and closer to your event date, the chances of re-booking your date are greatly reduced.

**Terms of the Agreement rental Items**

Please return any stands, plates, brooches or other decor to Lyons Den Cakes no later than 1 week after your event. A deposit is required for your rented items in case of lost or damaged items and will be refunded upon return of rental items.

**RENTALS**

1. It is the client’s responsibility to return cake plateaus and serving sets, or other rented equipment.

2. All rented equipment is to be returned to the bakery by Wednesday following your event, unless prior arrangements are made.

3. A security deposit is required and held when renting items and refunded upon return.

**PHOTOGRAPHY OF YOUR CAKE**

1. The Bakery reserves the right to take and use photographs of your cake(s) and desserts, before, during and after set up, including scene type photos of the event location, to use for marketing, advertising, and promotional purposes, without compensation to you. If any photos include your persons, the bakery will contact you in regards to permissions for any use, including intent of use prior to distribution.

**ALLERGENS**

1. Lyons Den Cakes is a licensed, insured, and health permitted bakery. While The Bakery can attempt to reduce some allergens in your cakes, The Bakery cannot prevent cross contamination in our common prep areas. The Bakery processes known allergens such as tree nuts, peanuts, wheat, dairy, corn, gluten, and eggs. You agree to notify guests of allergen risks and hold us harmless for any allergic reaction.

**NATURAL DISASTER/ACTS OF GOD**

1. Performance of this agreement is contingent upon the ability of Lyons Den Cakes, to complete this agreement when delay or default is caused by conditions beyond its control, including but not limited to, Acts of God, Government restrictions, war, terrorism, criminal act, insurrection, and/or any other causes beyond the reasonable control of the company.

**LIABILITY**

1. Lyons Den Cakes, is limited to the liability of cost of your cakes ordered from The Bakery only.