

Terms and Conditions

Cake Design and Consultation

All of our cakes are made to order. You can browse <u>our portfolio</u> for ideas or we can design something unique for you. We offer no-obligation design consultations for all cakes. Any cake ordered from a picture or photo of a cake produced elsewhere can only be reproduced by us as our interpretation of the cake, and will not be a replica. Please be aware that copyright also protects some designs and, therefore, cannot be copied.

Tastings

We also provide cake tastings. At the time of booking your consultation, please mention if there are any flavors you would like to sample. There is a charge for Cake Tasting which is added to the order. Our base charge for Cake Tasting is \$25, and includes up to 3 attendees with a variety of up to 4 flavors, which can be mixed and matched during the tasting. Additional attendees and/or flavors can be added for a fee.

Serving sizes

Our standard cake serving sizes are 1"x 2"x 4" high. Cake serving sizes are estimated. Specialty cakes, carved cakes, and method of slicing may affect the total serving number. Customer understands and accepts these terms, and must order their products accordingly after having considered these variables. We can provide cake cutting guides (except carved cakes) with all our orders for you to follow to get the ordered servings.

Orders

To ensure a high quality, on time product for all clients, our order requirements are:

- We request a minimum of 48 hours' notice for general celebration cakes, payment required in full in advance.
- Designer, sculpted cakes require a minimum of one week's notice, secured with a deposit that is the greater of \$50 or 25% of the cost of the order.
- Wedding Cakes require a minimum of one month's notice, secured with a 25% deposit.

Orders placed under the above time constraints may be able to be accommodated, depending on our schedule, the design of your cake, and the availability of the date, so please contact us to discuss. A rush fee may apply.

Deposits

All deposits become due to once you have placed, checked and confirmed the details of your order. We will hold your date no later than one week after booking. After this time, your date is not guaranteed and will still be available to other customers. We will not treat your order as accepted until your deposit has been received.

- All celebration cake orders require a deposit that is the greater of \$50 or 25% of the cost of the order; this
 deposit is refundable on orders cancelled more than one week before the delivery date, after which the
 deposit is non-refundable.
- Short notice orders that are placed within 48 hours of the delivery date are an exception to this and must be paid in full on ordering and are non-refundable.

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• For wedding cakes, a deposit of 25% is required to secure your order; this deposit is refundable on orders cancelled more than two weeks before the delivery date, less any non-returnable expenses that have already been incurred (i.e. decoration purchases), after which the deposit is non-refundable.

In the unlikely event that we need to cancel your order, any deposits paid will be FULLY REFUNDED. Reasons we may need to cancel - death, injury, illness (due to health and safety regulations), severe medical conditions or an accident of myself or any immediate family member.

Final Balance Payments

- For celebration cakes, the balance is due no later than five days before delivery date. COD arrangements
 can be made in some circumstances for clients in good standing upon request, at the time the order is
 placed.
- Final payment for your wedding cake is required no later than four weeks before your delivery date. We will not release your cake to you until payment has been received in full. We accept no responsibility for any loss howsoever caused for non-delivery under these circumstances.

Non-Payments

Please note, if full payment of your order is not received in accordance with the above timelines, and arrangements have not been made, it is assumed that the order has been cancelled. The cancellation policy, therefore, applies in all cases. If after the deadlines you try to make payment, we reserve the right to refuse your payment in all cases with complete loss of your deposit.

Cake Design Alterations

Your cake is important to us so please take the time to check the details of your quote/order carefully. It is your responsibility to contact us of any changes required to your original order. We will try and accommodate any changes where possible. We cannot guarantee to do so and reserve the right to increase the price quoted for any extra work required.

Any changes made to your original design are subject to a change in the quoted price. Included are supplies that may no longer be needed but have already been purchased. Please note we are likely unable to make any changes within two days of the delivery/collection date for celebration cakes or within one week of the wedding date.

Change of Occasion Date

If, for any reason you need to re-arrange your occasion date, we will try our best to accommodate these changes at no additional charges, provided sufficient notice is given and that we can offer a cake for the re-arranged occasion date. We will do our best to accommodate your order but CANNOT GUARANTEE to be able to do so. If we are already fully booked for your new occasion date and unable to provide the cake, it would not be possible to refund your deposit. Please bear this in mind when ordering, as any monies paid may be non-refundable and non-transferable, as outlined above. For weddings, we highly suggest that you take out wedding insurance to cover all eventualities.

Pickup

Prior arrangement is required to pick up all orders within a time slot mentioned in your order form. A signature is needed for cake pickup, confirming that you have received your order in good condition and as specified. There are certain things to keep in mind should you choose to pick up your cake rather than have it delivered:

- imagine Cake Studio
- Your vehicle should be temperature controlled cakes are climate sensitive
- Be sure your vehicle has a <u>flat</u> area that can accommodate your cake box
- It is recommended that you have a non-slip mat for the cake box to rest on to avoid movement during transport one can be provided to you for a fee if you notify us at the time of your order/in advance
- When driving with your cake, in particular cakes that are more than one tier, the driver should use caution, keeping in mind that any sudden movements can result in damage to your cake. Specifically, the driver should:
 - Avoid sudden starts and stops
 - O Be wary of speed bumps/rough pavement
 - O Take turns slowly and with a wide turning radius

We will not accept liability for any damage sustained to the cake once it has been picked up.

Delivery

Delivery should be arranged at the time of ordering or as soon as possible afterwards.

- Delivery charges are based on location and distance
- Basic Cake Delivery (Single Tier/Flat Cakes):
 - o We offer a flat rate delivery of \$10 to orders within NW Washington, DC
 - o Orders in other areas of DC carry a flat rate of \$15
 - Orders outside of DC will be calculated by mileage using Google Maps at a rate of \$0.75 per mile, round trip, with a minimum delivery fee of \$15.
- Designer Cake Delivery (Multiple Tiers, Figurines, etc)
 - o The above delivery fees apply
 - o An additional surcharge of \$5 \$10 per tier/customization may apply
 - o This charge varies depending on the complexity of your design

It is your responsibility to ensure that you have provided correct delivery information and to ensure that the venue is open and available at the arranged time. At the venue, should we have to wait to gain entry, you will be billed for the time at a rate of \$15 per hour, beginning after 10 minutes. If no-one is available to receive the cake at the agreed delivery time, your order will be returned to our business and we will contact you to arrange an alternative delivery time; for which a charge will be payable. Our company accepts no responsibility for any loss or consequential loss incurred by the customer as a result.

Boxing Fee

All basic cakes will be boxed in a standard bakery box, however multi-tiered or custom designed 3D cakes may not be boxed by default. If a box is required on these cakes, an additional boxing fee will be applied, the amount varying depending on the design.

Set Up

While we try to ensure that your cake is presented looking it's very best, the stability or levelness of the table upon which the cake is displayed or the quality of the surrounding around the cake is not in our control. Please ensure, the "cake presentation table" is stable, level and sturdy enough to hold the cake. A large six tier rich fruit wedding cake can weigh more than 25 pounds. We are happy to consult with you on specific cake stands if needed.



Please also remember that chocolate covered cakes can melt under extreme conditions as are found on a hot Summer day. If the cake is to be set up by the venue staff, we will leave instructions on how the cake is to be displayed and obtain a signature to verify that we have done so. Once the cake is delivered or collected, set-up, and signed for we are not responsible for any interference or damage to the cake.

Non-Edible Supplies

Your order may contain some non-edible items such as ribbons, flower or feather holders or wires in sugar flowers. On delivery, we will make the recipient aware of any non-edible items that must be removed before the cake is sliced and served.

Cakes Made with Fresh Flowers

We can supply fresh flowers for your cake, or your florist can do so. We can liaise directly with your florist and arrange with them to supply the flowers at the venue, ready for setting up the cake. Please note that some flowers are not suitable for use on cakes. It is your responsibility to ensure that the flowers you chose are safe to come into contact with food.

Quality and Storage of Your Cake

Your cake will be baked as close to your delivery/collection day as possible to ensure quality and freshness. Cakes covered with sugar paste should be stored in a cool, dry place. Refrigeration is preferred in the event your cake will not be served for an extended period of time. We suggest that sponge cakes should be eaten as close to the delivery/collection date as possible. Our business advises that all food should be consumed within 24 hours of the first serving. Any food consumed after 24 hours or later is at the client's discretion and becomes their responsibility. Once food has been delivered, the responsibility of consumption lies with the customer and, therefore, indemnifies our business of all liability for personal use.

Allergies

Please be aware that while your cake may not be made with nuts or a nut product, it will have been prepared in a kitchen where nut products may be used in other cakes and fillings. We cannot guarantee that your cake will be free from all nut traces or other allergens. All of the cakes, fillings and icings may contain, or come into contact with, soy, wheat, dairy, nuts. It is your responsibility to inform your guests of this allergy information. We shall not be held liable for any allergic reaction resulting from consumption of the cake.

Weather

Heat and humidity can adversely affect your cake. In warmer months, it is advised the cake be kept in an air conditioned area or, at the very least, a cool area. It is strongly suggested that cakes being collected by the customer be transported in an air-conditioned vehicle. You understand that we are in no way responsible for any damage that may occur due to weather conditions.

Exemption

Where damage does occur at the irrefutable fault of our business, a partial or full refund may be given, this will be determined on an individual basis. Proof must be provided immediately, either in person or by way of pictorial evidence. The customer is made aware that specific designs (e.g., topsy-turvy) are more structurally sensitive than others; improper handling can lead to damage. Assuming all precautions have been taken by us, to provide you with a sound structural support; we accept no liability for any damage that may occur once the cake is in the customer's possession.