



Custom Cakes by Jess
215-349-0644
PO Box 8, Souderton, PA 18964

EIN: 81-2946263

TERMS AND CONDITIONS

All Products made by *Custom Cakes by Jess* are subject to the following Terms and Conditions.

INGREDIENTS

All cakes, fillings and icings may contain, or come into contact with, soy, wheat, dairy, nuts or other allergens.

It is the responsibility of the Customer to inform *Custom Cakes by Jess* prior to the confirmation of their booking, of any allergy / intolerance issues. It is the responsibility of the Customer to inform their guests of all allergy / intolerance information, and accordingly the Supplier will not be held liable for any allergic reaction resulting from consumption of the cake.

All special dietary products are NOT guaranteed suitable for allergies, and are suitable for intolerances only.

All products are made to be eaten on the day of the celebration.

QUOTES

All Quotes are valid for **(30)** days from the date of issue.

If in the event that the desired date has been filled by another order / customer, prior to the Customer confirming the booking, *Custom Cakes by Jess*, is not obliged to take honour the quote.

All Quotes are not bookings. All Quotes are subject to availability.



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ORDERS

Here at *Custom Cakes by Jess*, we prefer at least thirty (30) days notice for all orders, as we are continually booked in advance. We will however endeavour, where availability permits, accept short notice cakes.

Any Products ordered from a picture or photo, of a product produced by any other cake maker, can only be reproduced by *Custom Cakes by Jess* as our interpretation of that product and will NOT be an exact reproduction of the product in the picture or photo.

DEPOSITS

A non-refundable deposit of 50% is required to hold your date on my calendar and remaining balance is due fourteen (14) days prior to delivery.

*****Please note that any deposit paid via Square or credit card incurs a surcharge of 3.5%.**

Where *Custom Cakes by Jess* has delivered a product that is an accurate interpretation of what has been quoted and invoiced, but the Customer does not accept the finished Product, the deposit WILL NOT be refunded. The Customer can choose to pay the remainder and take the Product/s, or leave them at no extra cost.

If an order is placed within the fourteen (14) days prior to pick up, the 50% deposit is expected within 24 hours of invoice.

UNFORESEEN CIRCUMSTANCES

Where *Custom Cakes by Jess* cancels the booking due to illness or any other unforeseen circumstance that affects the ability to deliver the ordered Product, the deposit will be refunded within seven (7) days of notification to the Customer.

The deposit will be refunded via bank transfer only, and the Customer will need to provide these bank details to *Custom Cakes by Jess*



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FINAL BALANCE PAYMENTS AND PICKUPS

The balance is due 14 days before delivery date, and before the Product leaves the premises.

If paying by cash, correct change is appreciated, as no cash is kept on the premises. And change will not be able to be provided by *Custom Cakes by Jess*.

If paying by internet transfer, the money needs to clear into the account BEFORE the product leaves the premises. *****Please note that any final balance paid via PayPal, or credit card incurs a surcharge of 3.5%.**

If an order is placed within the fourteen (14) days prior to pick up, the 50% deposit is expected within 24 hours of invoice.

DELIVERY

Delivery will be carried out in a safe and appropriate manner. Once delivered to the customer and change of hands has been completed with the product in appropriate condition, it is then up to the Customer to store and care for the cake as per *Custom Cakes by Jess's* instructions. If anything is to happen to the cake after this exchange, and deemed to be fault of the Customer through not following the instructions provided, *Custom Cakes by Jess* is not liable for any damages.

A delivery date and time will be agreed by both parties, and if the Customer is not at location at this time and date, and *Custom Cakes by Jess* is not able to contact the Customer, the product will be transported back with *Custom Cakes by Jess* and it will be the Customer's responsibility to collect the product at a time that suits *Custom Cakes by Jess*.



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PUBLICATION

Custom Cakes by Jess reserves the right to use any image of a Product made by us for publication at a later date.

Custom Cakes by Jess will endeavour to not post any photos on social media or other platforms until after your event has taken place.

Custom Cakes by Jess will never use any image that is supplied by the Customer, without first obtaining the Customer's permission. I.e.: Children's birthday parties, and photos of the events.

RETURN OF HIRED EQUIPMENT

Deposits are taken for all equipment. All equipment must be returned on agreed date or extra charges may be levied to cover hire costs. Any damages to equipment will incur a reduction of deposit returned in order to cover costs of repair or replacement.

Equipment hire price, deposit and all other charges will vary depending on which item of equipment is being hired, and in what condition and time frame it is returned by the Customer.

GIFT CERTIFICATES, VOUCHERS

Any Gift Certificate and Vouchers being redeemed will only be honoured if the pickup date is within the expiry period of the voucher.

The gift certificate or voucher must be presented upon picking up baked goods, otherwise the items cannot leave the premise. The gift certificate or voucher must be surrendered upon pickup of baked goods, as is treated like cash.



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DAMAGE

It is the responsibility of the Customer to check the state of the product before leaving the premises. Once the item has left the premises, the Customer has accepted the item as is, and is responsible to ensure that products gets to its destination safely and is stored as per instructions from **Custom Cakes by Jess** to achieve best results for taste and quality and to avoid any damage.

Other considerations are:

1. THIRD PARTY PICKUP

If a third party will be collecting the cake on the Customer's behalf, this party will be given all appropriate information that would have been given to the customer. Same conditions apply as if customer were to collect themselves.

2. SERVING SIZES

Standard serves are based on a size of 2" x 2" x 3"-4" high. Cake serving sizes are estimated. Specialty cakes, carved cakes and method of slicing may affect ultimate serving number. The Customer understands and accepts these terms, and must order their products accordingly after having considered these variables.

3. POSTPONEMENT

If, for any reason the event is required to be postponed, please contact me immediately.
The new date proposed will be subject to availability.

4. CANCELLATIONS/REFUNDS

If cancellation of the order is required, and you have paid your full balance, the refund policy is as follows:

II) If the cancellation is up to one (1) month in advance of your event date, you will receive a refund, less your initial deposit and the cost of any supplies already purchased for your cake.

III) If the cancellation is less than seven (7) days prior to your event, there will be absolutely no refunds given.

IIII) Refunds will be paid within 30 days of cancellation.

IIIII) The monies, if owed, will be refunded via bank transfer only, and the Customer will need to provide these bank details to **Custom Cakes by Jess**.



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Please note: Any non-refunded balance may be credited toward future purchases, at the decision of
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