

## **AGREEMENT**

This document, known as the "Custom Cake Contract," is an agreement between DEE'LICIOUS DESSERTS and the Client. DEE'LICIOUS DESSERTS agrees to produce the agreed-upon cake(s) on time, and the Client agrees to pay for the production of the cake(s). The terms and conditions outlined below apply.

## **CONTACT POLICY**

Only the client or their designated event planner, if applicable, is authorized to place an order or make changes to the agreement. Other individuals, such as family members or friends, are not allowed to contact DEE'LICIOUS DESSERTS directly regarding the order, unless permission has been given to DEE'LICIOUS DESSERTS, by the original client.

## **CAKE SIZE**

The size of the cake tiers will be adjusted to ensure the correct number of servings based on an industry-standard slice. DEE'LICIOUS DESSERTS is not responsible for any cake shortage due to incorrect guest counts or failure to cut industry-standard-sized slices.

DEE'LICIOUS DESSERTS will advise you in advance, how to get the most servings from the cake(s).

## **SERVICES**

The services included in the custom cake package are:

- Full consultation including design of cake(s).
- Finished Cake(s) tailored to your specifications.
- Photograph of finished cake(s) prior to collection.

## **CAKE CONSULTATION**

An initial cake consultation is required for all custom cake orders to discuss size, design, flavours, and special requirements. It provides an opportunity for open communication between DEE'LICIOUS DESSERTS and the client, ensuring a thorough understanding of the client's vision and expectations for the bespoke cake creation.

## **FOOD SAFETY AND ALLERGENS**

- DEE'LICIOUS DESSERTS takes food safety very seriously. Clients are advised to inform DEE'LICIOUS DESSERTS of any food allergies or dietary restrictions upon ordering.
- DEE'LICIOUS DESSERTS cannot guarantee that cross-contamination will not occur in the preparation of any baked goods. We can deny the order if we feel we cannot fulfil it safely.

## **DESIGN CHANGES**

Changes to the size of the cake can be made up to 2 weeks before the event date, and changes to the design can be made up to 1 week before the event date. After these deadlines, both the design and size are set. If any changes are to be made after the allocated times, fees may apply.

## **PAYMENTS AND CANCELLATION POLICY**

A non-refundable deposit of 50% is required to place an order, with the remaining balance due on or before the date of collection. Changes to the order are subject to availability and must be made in writing no later than 2 weeks before delivery. Orders placed less than two 72 hours before the delivery date require full payment upon ordering.

## **DAMAGES**

DEE'LICIOUS DESSERTS is not responsible for any damages caused by the client, guests, caterers, or individuals not employed by DEE'LICIOUS DESSERTS. The client must ensure a proper and secure environment for the cake(s). The client is responsible for following the proper cake care instructions given.

## **PHOTOGRAPHY**

DEE'LICIOUS DESSERTS reserves the right to use photographs of the finished cake for promotional purposes. By agreeing to this contract, the client acknowledges and grants permission for the use of such photographs.

## **LIABILITY**

DEE'LICIOUS DESSERTS promises to provide a high-quality product and service; however, it is not liable for unforeseen circumstances beyond its control, including but not limited to inclement weather, ill health, equipment issues or fire. While every effort will be made to ensure timely delivery, a delay in completion due to these unforeseen circumstances does not warrant a discount or refund, unless order cannot be completed.

## **CLIENT RESPONSIBILITY**

The client bears the responsibility of ensuring the removal of all non-edible cake decorations, including, but not limited to, sugar flowers/characters, prior to cutting and serving the cake. Despite sugar flowers being crafted from edible materials, their inedibility is emphasized by the incorporation of wires for enhanced strength and flexibility, contributing to a more natural appearance. It is imperative to refrain from consuming any decorative elements.

Products provided by DEE'LICIOUS DESSERTS may contain or come into contact with allergens such as milk, wheat, nuts, cocoa, or others. While diligent efforts will be made to accommodate "KNOWN" allergies, it remains the client's complete responsibility to communicate potential allergens to guests. DEE'LICIOUS DESSERTS assumes no responsibility for any allergic reactions.

## **CAKE STORAGE**

After delivery or pickup, the client must store the cake properly. Keep it in a cool, dry place, away from direct sunlight and heat sources. Refrigerate cakes with perishable fillings or frosting. It's recommended to store the cake in its box until ready for display to protect it from environmental elements. DEE'LICIOUS DESSERTS is not responsible for any damage or deterioration after delivery or pickup, including issues due to improper storage.

## **CREATIVE CONTROL**

The sketches provided serve as artistic representations of the intended cake(s). It's important to note that the final product may exhibit variations based on the designer's creative interpretation and structural requirements. Despite potential deviations, every effort will be made to uphold the overall aesthetic and appearance of the cake(s).

By submitting payment for the cake, the client acknowledges and accepts that unforeseen creative adjustments may be made by the designer to ensure the stability and integrity of the final product, particularly in the event of emergencies or unforeseen circumstances. This financial transaction serves as a formal, legal, and binding contract between the client and DEE'LICIOUS DESSERTS, affirming the client's understanding and agreement to the terms outlined in this contract.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Dee'licious Desserts: \_\_\_\_\_ Date: \_\_\_\_\_