



kayesimplybakes@gmail.com
www.kayesimplybakes.com
DEH2018-FCFO-000650

Terms & Conditions:

1. Your initial deposit reserves your event date and is non-refundable.
2. Full payment must be made (and proof of payment provided to vendor) by the due date indicated above or contract is null and void, and any paid deposit will not be refunded.
3. The date of your final payment (payment of balance) is the final date for any changes of size, style or flavours of the cake. Any changes requested after this date cannot be guaranteed and may be subject to additional charges.
4. In the event the client wishes to change the date of the event: If change is made more than 2 weeks prior to event, vendor may accommodate change ONLY if the requested date is available. If the vendor is unable to change the booking date due to unavailability, then the order is considered cancelled and the proprietor reserves the right to withhold the deposit and refund only amounts above the deposit (if paid). If change is made less than 2 weeks prior to event, the vendor may accommodate change ONLY if the requested date is available. If the vendor is unable to change the booking date due to unavailability, then the order is considered cancelled and the vendor reserves the right to withhold up to full payment of the order.
5. We are not responsible for any damage to the cake after delivery/setup/pickup is complete. You are responsible for ensuring an appropriate and secure table and environment for the cake(s). Cakes are heavy and require a sturdy table, and optimal room temperature 80 degrees Fahrenheit and below.
6. Should damage occur to the cake through no fault of the vendor, the client may request for the vendor to fix the cake prior to the event start time (subject to vendor's availability). Please note that in this instance, a call out & service fee will be incurred and an additional payment must be made at the time that alterations/fixes are made to the cake (in cash/other method of payment).
7. If you or your representative elects to pick up and set up the cake, you assume all liability and responsibility for the condition of the cake once it leaves the vendor's possession.
8. The proprietor reserves the right to creative variation to the design if deemed necessary. On occasion we will photograph our cakes and we reserve the right to use any photographs for display or promotion without compensation to you.
9. Our products may contain or come into contact with milk, wheat, nuts, soy, and other allergens. You agree to notify your guests of this risk and hold us harmless for allergic reactions.
10. In the event of cancellation, a request to cancel the order must be made in writing to the proprietor. If cancellation is made 2 weeks prior to the delivery/pickup date, only payment above the deposit will be refunded. If notice is given less than 2 weeks prior to the agreed delivery/pickup date, the proprietor reserves the right to withhold up to full payment of the order if any work for the order has commenced.
11. Performance of this agreement is contingent upon the ability of the vendor to complete the agreement and is subject to accidents, Acts of God, and other causes beyond our control. In such an event which prevents the vendor from providing the said service, the vendor may, if possible refer the cake order to a different vendor OR provide a refund of any payment made by the client above the non-refundable deposit.

*Cake: Refers to cakes, cupcakes, cake pops & any other product supplied by KayeSimplyBakes to the customer

Client: Refers to the person(s) making an order/purchase from KayeSimplyBakes

Vendor: KayeSimplyBakes