

• **SUGAR, REFINED** •

*Bake Shop*

[www.sugarrefined.com](http://www.sugarrefined.com)

(352) 472-9895

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**Wedding Cake Terms & Conditions**

*All sales made by Sugar, Refined. are subject to the following terms and conditions. Nothing contained within these terms and conditions affects your statutory rights as a consumer. If there is anything you don't understand please feel free to contact us at [cakes@sugar-refined.com](mailto:cakes@sugar-refined.com) or at (352) 472-9895.*

**1. Consultations**

- 1. Design consultations are by appointment only for wedding cakes. Appointments can be made by email, phone or using the 'contact us' page on our website. Appointments last for approximately one hour.*
- 2. The consultation process includes a tasting plate in order for you to sample a variety of our cakes, fillings, and frostings. We cannot always accommodate all specific flavor requests, but we will do our best to provide specific flavors when at all possible.*
- 3. You can call us or email us if you need to discuss any aspects of your cake before making a booking. Bookings can also be made over the phone or by email without prior consultation.*
- 4. During our consultation we will sketch out the design of your cake. This sketch remains our property unless the booking fee (deposit) has been paid, after that we will send a copy of the design to you. Unfortunately, you cannot photograph the sketch during the consultation unless the booking fee has already been paid.*
- 5. Please advise us of any allergies or specific dietary requirements when booking your consultation.*
- 6. Please note, that for 2022 we have a \$500 minimum order for semi naked cakes and a \$600 minimum order for iced cakes for wedding bookings (not including delivery). These are our minimum order prices for 2022, however, this is not our average*

wedding cake price. Usually, couples have a budget of \$800-\$1000 for one of our cakes. For dates further ahead than 2022 the minimum order value is subject to change.

## **2. Booking Fees (deposits)**

- 2.1. *All wedding cake orders require a non-refundable booking fee/deposit of \$200. For cake orders with less than 4 weeks notice the full cost of the cake must be paid at time of booking.*
- 2.2. *Dates cannot be held without the deposit. After 7 days, if no deposit fee has been received then the event date will be released and another booking may be taken, which may mean we are no longer able to accommodate you.*
- 2.3. *All orders are only confirmed when the deposit has been paid. Please note that all deposits are non-refundable and are only transferrable in certain circumstances. See 'Section 16'.*

## **3. Payment Schedule**

- 3.1. *Once the cake design has been finalized, final payment is due 28 days before your event. The due date will clearly be stated on the bottom of the booking form and a reminder will be sent a week before the final balance is due. The final payment is then non-refundable in the event of a cancellation.*
- 3.2. *If the final payment is not received 28 days before your event, then we have the right to cancel your booking. The deposit paid to secure your date is then non-refundable and non-transferable and we may no longer be able to accommodate your booking.*

## **4. Cake Details**

- 4.1. *Once the booking form has been sent, please review all the details carefully especially: cake flavor choices, spellings of names, allergen information, delivery time and contact numbers – please advise us of any changes as soon as possible.*
- 4.2. *The cake will be made according to the booking form and therefore it is imperative that all details are checked carefully. Any errors not picked up on the booking form before the cake is made will not be considered to be our error.*

## **5. Artistic License**

- 5.1 *Minor alterations may sometimes be necessary at the time of production to maintain the structural and/or design integrity of your cake. Any alterations to the agreed upon design will only be made when necessary as determined by the cake designer.*
- 5.2 *Sugar, Refined, shall be granted artistic license and not be help responsible for misinterpretations, exact color matches, or problems due to environmental concerns such as excessive heat and humidity.*

## **6. Decorative Items Supplied By Third Parties**

- 6.1. *We cannot be held responsible for delays on items being supplied from other companies e.g., cake toppers, special order cake stands etc.*
- 6.2. *If a bespoke cake topper or stand is required, please give us at least one month's notice to order it but ideally longer.*
- 6.3. *If you are ordering a topper or cake stand yourself, please carefully check the size and design with us to make sure it is suitable for your cake and ensure the lead time is in line with your event. We would always advise ordering as soon as possible.*
- 6.4. *If ordering items yourself, we cannot be held responsible for any errors in size, shape or design as the ordering has not been carried out by ourselves.*
- 6.5. *We reserve the right not to use anything supplied by a third party if we feel it's unsuitable for your cake.*

## **7. Flowers Supplied By Florists**

- 7.1. *When fresh flowers are being added to a cake, we will liaise with your florist about our requirements, but we would always advise you discuss this with them too.*
- 7.2. *The cost of any fresh flowers will be added to your florist's bill and we would always advise ordering a few extra flowers so we have a good selection to work with.*
- 7.3. ***We can only work with what your florist provides for us on the day of delivery.*** *Please ensure they order flowers especially for the cake so that the cake flowers are of the same high standard as the rest of the florals. Any unsuitable or toxic flowers supplied will not be used on your cake.*
- 7.4. *If you have provided us with an inspiration photo for the placement of your flowers, please be sure that you provide the **exact same** photo to your florist. This ensures that we will receive the style, size, and quantity in order to create the look you have requested. We cannot be held liable for failing to create the agreed upon design if we are not provided with the correct type and quantity of flowers/greenery.*
- 7.5. *If your florist does not meet us at the agreed time at the venue, we cannot always guarantee that we will be able to wait for them to arrive.*
- 7.6. *If we cannot wait due to lateness of your florist, then they would have to add the flowers to the cake, and we cannot be held responsible if the arrangement made does not then match our vision and design for the cake and take no responsibility for the way the flowers have been added to the cake which may not be in a food safe way.*

## **8. Alterations To Orders**

- 8.1. *We are happy to make alterations to your cake design and order up to 4 weeks prior to your event date. While every effort will be made to accommodate changes to the*

*design, please note that changes within 4 weeks of the event cannot always be guaranteed.*

- 8.2. *Changes to cake designs may be subject to an additional cost. This will be discussed with you when making the changes. We reserve the right to increase a quoted price in the event you request a variation to the work agreed.*

## **9. Collection Of Cakes**

- 9.1. *We prefer to deliver all our cake orders personally, however if this is not possible, your order may be collected at a pre-arranged time. However, not all cakes are available for collection; it depends on the design and size of the cake. Cakes over 3 tiers tall or with intricate decoration or sugar flowers are not suitable for customer collection.*
- 9.2. *Cakes that are collected by the customer are always boxed for transportation. Additional, nominal boxing fees may be applicable. We will provide full instructions on the care and handling of your cake. A signature is required upon collection confirming that you have received your order in perfect condition and as specified. We do not take any responsibility for any damage that may occur to the cake once it has left us.*
- 9.3. *We advise cakes to be placed on a level, hard surface for transport i.e the floorboard of your vehicle or the back of an SUV. We are happy to place the cake safely in the car for you if required. The cake should then be stored in the box at a cool temperature, preferably refrigerated and out of direct sunlight until taken to the venue.*

## **10. Delivery & Set Up Of Wedding Cakes**

- 10.1. *We prefer to deliver and set up our wedding cake orders. We will deliver your cake to your venue at a pre-arranged time. This will be discussed during the consultation, and we will advise the venue and/or wedding planner in advance of our arrival time.*
- 10.2. *If the delivery time needs to be changed, please advise us as soon as possible but at least 28 days in advance – depending on other orders on the day of delivery, we cannot always guarantee a change of delivery time will be possible.*
- 10.3. *Local delivery is charged at \$45 within 20 miles of our shop. Other journeys are charged at \$0.60 per mile round trip (mileage is calculated based on Google maps mileage from our shop), plus the hourly rate of \$20 for travel and set up. For extra large cakes or those otherwise requiring two staff to deliver, the hourly rate is increased to \$40.*
- 10.4. *The delivery charge includes stacking and setting up your cake at the venue as well as adding any decorative embellishments and fresh flowers which cannot be added prior to transport. We prefer to add flowers ourselves rather than having your florist*

*attach them. This is to ensure that they are added in the correct food safe manner and that the placement of them matches the original design. This will all be discussed at your consultation if you are having fresh flowers on your cake.*

- 10.5. It is your responsibility to ensure you have given us the correct delivery information and delivery time. This will be on your cake booking form so please check it carefully.*
- 10.6. It would be very rare, but on the event day we may be faced with a 'force majeure' e.g., severe weather conditions, public unrest, or other unexpected events that may make delivery to your venue impossible. You can be assured that we would always do our best to deliver as prearranged, but some circumstances would be out of our reasonable control. Please ensure you have adequate wedding insurance in place to cover this eventuality.*
- 10.7. It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue. We cannot be held responsible for the location of the cake at the venue. Please ensure that the display location is level, stable and strong enough to hold the cake. It would be advisable that it is not directly in front of a heat source, in a sunny window, or in a location where it could be knocked easily by passing guests.*
- 10.8. We reserve the right to change the location of the cake at the venue if we feel it is unsuitable and may cause damage to the cake e.g., the cake table is in front of a large glass window, and it is an extremely hot day.*
- 10.9. We also reserve the right not to use a cake stand provided by the venue or yourself if we feel it will not hold the weight of the cake.*
- 10.10. We will photograph the cake at the venue as proof that it has been delivered and set up and left in perfect condition.*

## **11. Non-Edible Elements**

- 11.1. Most of our stacked cakes will contain non-edible elements such as plastic dowels, flowers, or cake toppers.*
- 11.2. As we will not personally be cutting the cake, we cannot accept any responsibility for any non-edible elements not removed prior to serving. We will give the venue written information concerning any non-edible elements they need to remove.*

## **12. Shelf Life, Allergens and Special Dietary Requirements**

- 12.1. We recommend our cakes be eaten within 3 days of the event for them to be enjoyed at their best.*
- 12.2. Leftover cake can be frozen if you would like to, we can discuss this with you at your*

*consultation.*

- 12.3. *All allergy and special dietary requirements should be conveyed to Sugar, Refined. during the consultation. It is the customer's responsibility to make us aware of any special dietary requirements that need to be accommodated in the making of the cake.*
- 12.4. *Unless otherwise stated, all cakes contain gluten, dairy and eggs and are made in an environment that handles; nuts, soy, and alcohol. Gluten-free and nut-free cakes can sometimes be made on request; however, we cannot guarantee that these cakes will not contain trace amounts of these ingredients due to the nature of the product.*
- 12.5. *We would recommend anyone with a severe nut or gluten intolerance does not eat our cakes.*
- 12.6. *Sugar, Refined. accepts no liability for customers suffering allergic reactions from eating our cakes.*

### **13. Publication & Promotional Rights**

- 13.1. *The company, Sugar, Refined. is the sole designer and owner of the final cake design. All rights in any original designs created and designed by the company shall remain the exclusive property of the company.*
- 13.2. *From time to time our designs are published in the media e.g., wedding magazines, websites, and blogs. We reserve the right to use any image of a customer's cake made by the company for publication after the delivery date unless previously agreed in writing between the customer and the company.*
- 13.3. *The customer has no ownership rights over any cake design. Exclusivity of cake designs between our customers is not guaranteed unless the customer commissions an exclusive design.*

### **14. Commissioning A Cake That Is Similar To Another Design**

- 14.1. *If you request a cake that is not our original design, we will seek the permission of the original designer to recreate it. This cannot be guaranteed.*
- 14.2. *If you wish to have us recreate someone else's design, we would prefer not to directly copy it, but to use it as a basis to design your cake around so that it is unique to you. This can be discussed at your consultation.*

### **15. Cancellations/Refunds**

- 15.1. *The deposit is non-refundable and non-transferable in the event of cancellation.*
- 15.2. *Cancellations from the date of booking until 28 days before the wedding will forfeit the deposit.*

- 15.3. *Cancellations with less than 28 days notice are subject to full payment. If this has not already been paid then the final balance will be immediately payable upon cancellation. This final payment is non-refundable in the event of cancellation if that cancellation occurs within 28 days of the wedding date. This includes but is not limited to last minute cancellations due to extreme weather, hurricanes, or acts of God. Please ensure you have adequate wedding insurance in place to cover this eventuality.*
- 15.4. *There may be a rare occasion when Sugar, Refined. needs to cancel an order due to exceptional circumstances beyond our control\*. In this case, as much notice as possible of the cancellation will be given and any monies paid, including deposits will be refunded. If required, we will also assist in finding a replacement baker of the same high standard to make your cake for you.*

*\*This does not include a force majeure that may occur on the event day. See 'Section 9.6'.*

## **16. Change Of Wedding Date**

- 16.1. *If you need to change your wedding date, please let us know as soon as possible. Any changes are subject to availability and are not guaranteed. Please check with us to check our availability before moving your wedding date. We always advise getting more than one new date option from your venue for a move of date to give us the best chance of being able to change the date.*
- 16.2. *If we can change your wedding date, provided it is within 6 months from the day you request the change, the booking fee will be transferred to the new date.*
- 16.3. *If you are moving to a date further ahead than 6 months from the day you request the change, a new deposit of \$200 may be payable. The first booking fee will not be refundable or transferable. It will be classed as a cancellation and a new booking as it is highly likely we will have turned down other work for your first date. \**
- 16.4. *If you are moving your wedding to a date we are unavailable for, unfortunately the booking fee will be strictly non-refundable as this covers work already completed in the run up to your wedding (this may include but is not limited to: phone calls, emails, completing and sending forms, holding consultations, preparing tasting samples and it is also highly likely that we will have turned down other work for your original date).*
- 16.5. *Date changes to different years may be subject to an additional charge in line with our yearly cost increases e.g., a date change from 2022 to 2023.*
- 16.6. *We would strongly advise that you take out wedding insurance that covers you in the event of a cancellation/change of wedding date that is out of your control.*

*\*If we are subsequently able to fill the original date with a new booking, we will deduct the first booking fee off the final balance of your cake.*

## **17. Environmental Concerns**

- 17.1 *Given the Florida climate, we do not advise keeping your cake in an area which is not climate controlled (i.e. an outdoor tented event, pole barn, or other rustic venue without air conditioning.) If your wedding will take place outdoors, we will discuss options for the best flavors, icings, and design elements to withstand heat and humidity.*
- 17.2 *If your cake will be placed in an area which is not climate controlled, it MUST be placed under cover and out of direct sunlight. Please be sure that an area is dedicated to this to maintain the lowest temperature possible.*
- 17.3 *Should we deem the temperature or humidity level to be too high at the time of delivery, we reserve the right to leave your cake in a separate location (ie a climate controlled prep/staging area of the venue) to be transported at a time later in the day for cutting. We will make arrangements with catering or event planning staff, whenever available, to transport the cake, and provide instructions to them to safely do so.*
- 17.4. *Should your cake become damaged, begin to melt, warp, lean or slide due to heat and humidity after it is delivered we will not be held liable.*

## **18. Complaints**

- 18.1. *In the unlikely event there is an issue with your cake, it must be brought to our attention within 48 hours of the cake being delivered so we can be given the opportunity to assess the nature of the problem. We would take any complaints very seriously.*
- 18.2. *If the complaint is regarding the quality of the cake, we may ask for the cake or the remainder of the cake to be returned to us within 48 hours of delivery for inspection.*
- 18.3. *For any complaints we can only deal with the person who booked the cake originally.*

## **19. COVID 19 Restrictions**

- 19.1. *If your wedding cake booking has to be amended due to COVID 19 restrictions, we will try our best to be accommodating and flexible.*
- 19.2. *If you decide to postpone your wedding as you are worried about future COVID 19 restrictions, but restrictions are **not** currently in place for your wedding date and/or venue, it will be treated as a standard change of wedding date or a cancellation. See Section 15.*
- 19.3. *Any date changes to future years, may be subject to price increases in line with 15.5.*
- 19.4. *For multiple date changes due to COVID 19 restrictions, each new postponement will be treated separately, and we will use the 'within or outside 6 months' rules outlined in Section 15.*



19.5. *Any subsequent voluntary cancellation will be subject to the payment terms outlined in Section 3*

### **18. Supply Chain Issues**

- 18.1 *Instances may arise when we are unable to access ingredients or supplies to make your cake as originally ordered due to supply chain/product availability issues. In the event that short notice changes need to be made, we will discuss options with you for alternatives.*
- 18.2 *We will make every effort to create your cake as closely to the original order as possible but we cannot be held liable if supplies that may have been available at the time the order was placed are no longer available at the time of production.*

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*We reserve the right to revise and amend these terms and conditions. However, you will only be subject to the terms and conditions in force at the time you place your order with us. If you change your wedding date for any reason, you will be sent the most up to date terms and conditions with your new booking form and these will supersede any previously sent to you*

***By paying your booking fee, you are agreeing to these terms and conditions so please read them carefully.***