

Kakes by Kathie

Terms and Conditions

1. A non refundable booking fee of 50% is required to consider this an order and contract for services to be rendered in your behalf. Booking fee will be applied to the total cost of the cake and the remaining balance is due two (2) weeks prior to the event. Orders less than \$300 or within 2 weeks of event date require payment in full to book and confirm. Any changes to this order must be made no later than two (2) weeks prior to event date. Change of event date will result in forfeit of booking fee. If order is cancelled the total cake cost is non-refundable. All payments are **non- refundable** and **non-transferable** under **any** circumstances including, but not limited to, change of event date, an act of God, pandemic or natural disaster. Contract will be void for non-payment and the customer must make other arrangements for a cake if final payment is not received by (2) two weeks prior to event.
2. The date of your final payment is the final date for any increases of size, style or flavour of the cake. Any changes requested after this date cannot be guaranteed and maybe subject to additional charges. Order CANNOT be decreased under any circumstances but may increase upon availability. NO DESIGN CHANGES CAN BE MADE WITHIN 2 WEEKS OF EVENT DATE.
3. All rental items will be for a three (3) day period. The day of the event and up to two (2) days after. A late fee of \$150.00 per day will be imposed for each day the items are late. Should any parts be not returned or damaged in any ways, the renter will be responsible for the cost of replacing the entire item (i.e. cake stand, cake plates and/or pillars, etc.). Full replacement value will be charged to the client if items are not returned with (5) five days of due date in addition to any late fees. A \$250 retrieval fee will be charged on any rental items left at venue. Rental items are to be returned to Kakes by Kathie, 2655 Pandosy St., Kelowna, B.C. Note that no returns can be made on Sundays and holidays.
4. In the case of fresh flower usage on the cake, the responsibility of the flower safety and safe food practices will rest with the florist and **not with Kakes by Kathie**. You acknowledge that fresh flowers are not a food product and may contain pesticides, insects, dirt or other contaminants. FRESH CALLA LILIES AND HYDRANGEAS CANNOT BE USED ON YOUR CAKE.
5. The colours blue and purple or any shade of these colours cannot be guaranteed.
6. The clients authorizes *Kakes by Kathie* to use discretion and make design changes as deemed necessary.
7. We are not responsible for any damage to the cake after setup is complete. You are responsible for providing an appropriate and secure table and environment for the cake(s). Cakes are heavy and require a level and sturdy table with optimal room temperature of 24 degrees Celsius or below. If you or your representative elect to pick up and set up the cake, you assume all liability and responsibility for the condition of the cake once it leaves our possession. Outdoor events and boat venues there is no guarantee.
8. The client will provide clear driving instructions to location and inform *Kakes by Kathie* of any adverse road hazards and/or obstacles that may hamper the delivery and quality of finished cakes. (PLEASE NOTE: excessive jarring due to “pot holes”, road construction, cattle guards or unseen road conditions, will damage the finished product to an unstable and undesirable state.) Please also advise us to steep inclines or hills for proper delivery of your cake.
9. Our products may contain or come in contact with milk, wheat, nuts, soy and other allergens. We are happy to offer gluten free and vegan options but can never guarantee cross contamination. You agree to notify your guests of this risk and hold us harmless for allergic reactions.
10. In case of an unavoidable occurrence and/or circumstances beyond our control which result in damage to or non- delivery of the cake, *Kakes by Kathie* will not be held liable for more than the price of the cake described in this order.
11. We photograph our cakes and we reserve the right to use any photographs for display or promotion without compensation to you.