

TERMS OF AGREEMENT

By paying a deposit you agree to be subject to these **TERMS AND CONDITIONS**.

Please read the following TERMS AND CONDITIONS carefully before placing your order with ABC SWEET TREATS. By using ABC SWEET TREATS services, you agree to be bound by these TERMS AND CONDITIONS. We reserve the right to refuse the sale of goods or services or to cancel an order under certain circumstances.

Deposit Information

1. A non-refundable 50% deposit is required to confirm booking.
 - a. Deposits may be transferred to an alternate date under certain extenuating circumstances. Such as the current COVID-19 pandemic.
 - b. Deposits may be refunded to the CUSTOMER under certain extenuating circumstances. Such as the current COVID-19 pandemic.
2. No order will commence until the deposit has been paid & received.
3. Quotes will remain active for SEVEN (7) days OR up to SEVEN (7) days prior to the EVENT DATE; whichever one is lesser.
4. Once deposit had been paid, the quoted price remains fixed to the details in the quote. (see CHANGES TO ORDER)

Changes to Order

1. If the customer requests changes to be made, they must be made at least FIVE (5) days prior to the EVENT DATE.
2. Any changes requested at least FIVE (5) days prior to the EVENT DATE will be subjected to a new QUOTE and an additional deposit payment may be requested.
3. Any changes requested within FIVE (5) days of the EVENT DATE cannot be guaranteed and may be subject to additional charges
4. A 25% SHORT NOTICE FEE may be applied to any order changes applied within FIVE (5) days of the EVENT DATE.

Balance Due

1. The remaining balance is due upon delivery/pick-up.

Environment

1. Client is responsible for providing an appropriate and secure table and environment for the order. Orders can be heavy and require a sturdy table and optimal room temperature of 21°C (70°F) or below.
2. High temperatures can adversely affect your order. Baker is not responsible for orders that are placed outside in warm weather. If the order is placed outside it will be at the Client's own risk.

Pick-up

1. If you or your representative elect to pick up and set up the order, you assume all liability and responsibility for the condition of the order once it leaves our possession.
2. If the customer fails to pick-up the order at the agreed upon date/time, without prior communication, the customer will forfeit their deposit and order.
3. The customer will be granted a thirty (30) minute grace period for pickups. (EXAMPLE: If we agreed you would pick it up on Monday @ 4:00-4:30, I will wait for you until 5:00.)

ABC Sweet Treats

4. Pick-ups will be scheduled for:
 - a. Monday –Friday between 1:00pm –4:00pm @ ABC SWEET TREATS.
 - b. Saturday between 11:00am – 2:00pm @ ABC SWEET TREATS
 - c. Sundays and STAT Holidays are not available for PICK-UP or DELIVERY

Delivery

1. In the case of an unavoidable situation, such as a car accident or poor road conditions during delivery the Cake Decorator cannot be held liable for more than the cost of the above ordered cake.
2. The Cake Customer shall provide clear driving directions to the desired delivery location and inform the Cake Decorator of any adverse road hazards and or obstacles that may damage the finished cake.
3. If the customer (or representative) is unavailable to accept the order at the agreed upon date/time of delivery, without prior communication, the customer will forfeit their deposit and order.
4. The customer will be granted a ten (10) minute grace period for pickups. (EXAMPLE: If we agreed you would pick it up on Monday @ 4:00-4:30, I will wait for you until 4:40.)

Photos

1. We reserve the right to use any photos we take of your order for display or promotion without compensation to you.

Allergies

1. Our products may contain or come into contact with milk, wheat, nuts, soy and/or other allergens. Client agrees to notify guests of this risk and hold ABC Sweet Treats harmless for allergic reactions or dietary restrictions not previously noted.

Payment

1. Payment must be made in the following forms:
 - a. In person: CASH or DEBIT
 - b. In the SQUARE INVOICE by: CREDIT CARD (MasterCard/Visa/American Express)
 - c. By E-TRANSFER to: abcsweettreats1@gmail.com

Duplications and Copyrights

1. Duplications/Replications of other cakes/pictures are not and will not be guaranteed.
2. Copyrighted items, images, slogans, etc. can/will not be exactly replicated.
3. ABC Sweet Treats reserves the right to artistic freedom (within reason) on any and all orders.

General Information

1. Baker shall not assume any responsibility for any person's acts with regards to your order, or any other property damage or injury that occurs as a result of our services and/or provision of your order. We are not responsible for the condition of the order after the set-up is complete.
2. All orders must be placed with no less than TEN (10) days between the ORDER DATE and the EVENT DATE.
3. If orders are placed and accepted, they may be subject to a 25% SHORT NOTICE FEE. (EXAMPLE: Cake fee: \$100 + 25%SNF: \$25 = you pay: \$125)
4. The colors red, blue and purple or any shade of these colors cannot and will not be guaranteed. These colors are very unstable and tend to fade and or bleed into surrounding colors of frosting.
5. Performance of this agreement is contingent up the ability of ABC SWEET TREATS to complete the agreement and is subject to labor disputes or strikes, accidents, and ACTS of GOD, and other causes beyond our control.