

## Terms and Conditions for Cake Orders

### **Ordering**

All cakes are made to order. Cakes need to be ordered with enough time to purchase anything necessary and finish the cake by the set date requested. Celebration cake orders need to be placed with at least 3 days notice, however, it is at the discretion of the baker to determine if a design will need more time to be worked on. Please keep this in mind when booking.

Wedding orders need to be placed at least 6 weeks in advance. Any wedding orders requested for dates sooner than 6 weeks will be considered a rush order and may be subject to a rush order fee of \$50. This decision is made at the discretion of the baker. The date requested will not be considered booked unless the deposit has been paid for the date requested.

### **Allergies**

Frosted Fox Bakery will not be held responsible for any allergies. Allergen issues need to be discussed when placing an order. All products may contain or come in contact with wheat, nuts, soy, and other allergens. It is the client's responsibility to inform the baker and guests of any risks.

### **Payments and Deposits**

Celebration cakes must be paid for in advance. An invoice will be sent to pay for the cake. Invoices must be paid within a week of the requested pick up date or the order will not be made. The cake must be picked up within 2 days of the requested pickup date. Should there be an issue with payments, future order acceptance will be at the discretion of the baker.

Wedding cakes will require up to \$100 up front as the deposit. This deposit is non-refundable. The final payment for a wedding order must be paid for 4 weeks before the date requested. Payments can be split up at the discretion of the baker so long as the final payment is given on or before the 4 week deadline.

Frosted Fox Bakery gift cards and credit cards can be used to pay the invoice. No checks will be accepted as a form of payment or deposit. Cash will only be accepted for in person orders.

### **Alterations**

Please note that the price quoted for a cake is based upon the previously discussed design. If work has been started on the cake design requested, alterations will not be allowed. If the customer wishes to add to the design, but not change it completely, the customer understands that the price may increase to pay for the cost of purchasing new items, ingredients, and labor. All alterations requested for the cake need to be done in writing by the individual who ordered the cake.

For celebration cakes, absolutely no designs will be changed within 7 days of pickup. For wedding orders, absolutely no designs will be changed within 4 weeks of pickup.

### **Date Changes and Cancellations**

Pickup dates cannot be moved to an earlier date than the one requested. Pickup dates can be pushed to a later date as long as the person who ordered the cake requests it in writing. Cancellations can only be done by the person who ordered the cake in writing.

In situations where no party is at fault (such as COVID) and the event a cake is requested for needs to be cancelled, the deposit will be fully refunded or partially refunded depending on the cancellation date.

For wedding orders, the deposit will be non refundable under any circumstances unless Frosted Fox LLC wishes to grant a refund.

For celebration cakes, if the order is cancelled before the 7 day deadline, any upfront payment will be refunded. For any cancellation made after the 7 day deadline, refunds will be at the discretion of the baker.

### **Pickup and Delivery**

How the order will be collected needs to be discussed when the order is being placed. Pickup can be done at no extra cost to the customer. We suggest that cakes should be placed on a flat surface with the air conditioning in the vehicle running for the duration of travel with the cake, however, it is ultimately at the discretion of the individual who picks up the cake.

Delivery within 10 miles outside of Springfield, MO city limits will be an extra cost of \$15. Outside of the stated delivery radius, delivery will start at \$30. This cost is added to account for gas, and handling along the way. Delivery cost is ultimately decided by the delivery driver.

Pickup can be changed to delivery with at least 3 days notice within the delivery radius and at least 7 days outside of the delivery radius. Delivery can be changed to pick up with at least 24 hours notice. Delivery fees will be refunded upon pickup.

Once the order is picked up or delivered, it is no longer at the responsibility of the baker to ensure the cake is properly taken care of.

### **Refunds and Complaints**

Complaints about design will need to be discussed upon pickup. While the baker will try to be flexible with design changes upon pickup, please note that certain changes will not be able to be made under short notice.

If a customer has a complaint regarding the taste of a cake, they will need to return the uneaten cake to be inspected by the baker. If the customer refuses, no refund will be granted. If a significant portion of the cake has been consumed, no refund will be granted.

Refunds for all orders are ultimately at the discretion of the baker.

### **Photo Usage**

Frosted Fox Bakery reserves the right to use any photos we take of your ordered cake or products to be used for social media related activities included but not limited to our website, social media platforms, and advertising.

### **Changes to Terms and Conditions**

Frosted Fox Bakery reserves the right to make changes to their terms and conditions at any time which become effective once published to our website. It is the client's responsibility to review the terms and conditions prior to ordering.