

## Terms and Conditions for Orders

### **Ordering**

All items 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 should 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.

Weddings and other larger orders should be placed at least 4 weeks in advance. Any large orders requested for dates sooner than 6 weeks may be considered a rush order and may be subject to a rush order fee starting at \$50 to ensure that everything needed is available to finish the order. 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 LLC 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**

Large orders must be paid for in advance. An invoice will be sent to pay for the cake. Invoices must be paid by the final due date for larger orders unless previously discussed in writing. Celebration cakes have the flexibility of being paid for in person upon pickup. The cake must be picked up within 24 hours of the requested pickup date. If it is not, the purchaser will run the risk of forfeiting their order and may not have future orders accepted. Should there be an issue with payments, future order acceptance will be at the discretion of the baker.

Larger cakes will require up to \$150 up front as the deposit. This deposit is non-refundable. The final payment for a large order must be paid for 4 weeks before the date requested where applicable. Payments can be split up at the discretion of the baker so long as the final payment is given on or before the 30 day deadline.

Frosted Fox Bakery gift cards and credit cards can be used to pay for any order. No checks will be accepted as a form of payment or deposit. Cash will only be accepted for in person pickup 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 3 days of pickup. For larger orders, absolutely no designs will be changed within 2 weeks of pickup or delivery.

### **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 and the cake has not been started when the request is made. Cancellations can only be done by the person who ordered the cake in writing.

For larger orders, the deposit will be non-refundable under any circumstances unless Frosted Fox LLC wishes to grant a refund. Refunds will be made at the discretion of the baker for cancellations as it will depend on the purchasing of items and if any of the order has been made.

### **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 (the footwell preferably) 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. We do not recommend holding the cake or placing it on the seat of the vehicle as these are not flat and produce the risk of ruining the cake in transit.

Delivery within 20 miles outside of zip code 65807 will be an extra cost of \$15 plus .50 per mile. Outside of the stated delivery radius, delivery will start at \$30 plus an additional .50 per mile. This cost is added to account for gas, and handling along the way. Delivery cost is ultimately decided by the delivery driver but will be communicated in advance. Changes to pickup and delivery must be done in advance and in writing.

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.

### **Acceptance of Terms**

By placing your deposit or full payment, you are agreeing to the terms and conditions listed above. Please feel free to call or text 417 319 4801 or email [thefrostedfoxbakery@gmail.com](mailto:thefrostedfoxbakery@gmail.com) for any additional questions.

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