

\*\*Sweet Lucy's current response to COVID-19\*\*(28June2021)

It's business as usual for us but we will work with you if anything changes.

We understand that Covid can change plans at any moment and postponement or cancellation of your event may be impossible to avoid. If you plan on making changes to your order, we ask that you provide us with a minimum of two weeks notice. We absolutely feel for everyone in this stressful situation and appreciate your support and understanding as we try to be as flexible as possible and offer solutions that protect our business as well.

If you would like to postpone your booking:

With a minimum of two weeks notice, we are happy to accommodate your date change where possible and transfer your credit to a new mutually agreeable date within the next 12 months. Although our existing terms and conditions below state that you will forfeit your 50% (or \$100 in some cases) booking fee, this situation is unprecedented and we are happy to credit anything you have paid over to your new date (you do not have to have this new date set before you contact us).

If you request to postpone with less than two weeks notice, in some but not all cases, it may be possible for us to offer a partial credit for a future purchase to use within 12 months. The amount of credit will depend on how much work has already been done on your order and excludes the 50% (or \$100 in some cases) non refundable booking fee payment. If you request to postpone within 1-2 days of your event it's unlikely we'll be able to transfer any credit to a new date as most of the work on your order will have been completed.

If you would like to cancel your booking:

With a minimum of two weeks notice, your 50% (or \$100 in some cases) booking fee remains non-refundable however we can refund any money you have paid in addition to this booking fee. If you cancel with less than two weeks notice unfortunately you will forfeit any monies paid as per our terms and conditions however we may be able offer a partial credit for a future purchase to use within 12 months, this will be assessed on a case by case basis.

You will not be left without a cake!

We have planned ahead and purchased many of our ingredients in bulk and in advance so we're unlikely to be affected by product shortages in supermarkets. We have a network of cake decorators that can step in to assist should we fall ill. You can rest assured you will not be left without a cake for your event!

We will be reevaluating our plans frequently based on recommendations from health professionals and government guidelines.

## For Wedding Cake Customers:

As of mid-July last year, the QLD Government released a COVID Safe Plan for wedding venues. In regards to your wedding cake, some of these guidelines appear open to interpretation so the best people to ask about what is/isn't permitted, is the venue themselves.

There is an option to modify your wedding cake to meet this COVID Safe Plan if government reinforce these guidelines again anytime in the future. Our main takeaway from this document is that any cake that is openly on display or used for a ceremonial cutting, should not be consumed. The first option would be to swap over to a small version of your original design for display and to cut for photos, and we will provide kitchen cakes - which are plain iced square or slab cakes - delivered boxed up, to be sliced on site when required (this option would add no additional costs and you might choose to take the small cake home for yourselves!). The second option would be to create your original design using polystyrene dummy cakes and provide boxed kitchen cakes as above. This option isn't suitable for semi naked cake designs and dummies are not that great for the environment however we're happy to work with you on this to find a solution that works. The third option is to convert your "cake" over to individually packaged cupcakes which could be on display. Options 2 and 3 would have an additional cost associated with them, determined by the size of your dummy cake and the number of items/packaging chosen respectively, and we will need to quote these for you.

Terms & Conditions of Cake & Edible Image Orders

## 1. Deposit Required

For cakes, your order becomes reserved only when a 50% deposit (or \$100 for larger orders) is received. (100% deposit in the case the cake is booked less than two (2) weeks in advance). The deposit is paid to reserve your date and is NON-REFUNDABLE in the event of a cancellation. Cake orders are first come first serve and we only do a limited number of cakes per week. However, if you need to change dates or move your event, please call us and we will be happy to accommodate the change if possible. Deposits are required at the sole discretion of Sweet Lucy – Cake & Event Studio.

#### 2. Balance Due

The final balance is due two (2) weeks before the event date. If your cake is ordered less than two (2) weeks before the event date, the total amount is due immediately and your order will not be placed until payment is received. The cake will not be made if final payment has not been received. We are happy to accept installments on the final contract price – however, all monies must be received two (2) weeks prior to the event. We accept cash, bank deposits, Pay Pal & Visa and MasterCard either over the phone or in person. We do not accept payment by cheque or money order. Payment for edible image orders are due seven (7) days from approval of the proof. If the order is less than one (1) week before required date, the payment is due immediately.

## 3. Confirmation of Orders

Upon receipt of your order you will be emailed a Confirmation email containing the total balance as well as all relevant details. Please ensure all contact details, personal information, spelling of names, delivery/collection dates and times and any requested changes have been properly documented and are in order. Please notify us immediately of any errors. Failing to notify us of any errors may result in additional charges where alterations are necessary after your order has been completed.

## 4. Cancellations

With a minimum of two weeks notice, your 50% (or \$100 in some cases) booking fee remains non-refundable however we can refund any money you have paid in addition to this booking fee. If you cancel with less than two weeks notice unfortunately you will forfeit any monies paid however we may be able offer a partial credit for a future purchase to use within 12 months, this will be assessed on a case by case basis. In the event that something occurs to effect your scheduled event date — please contact us to discuss options. Communication is key - if you contact us to discuss any issues about your event we will work hard to accommodate you. We understand things can arise that are out of your control. Edible image orders once paid are 100% non-refundable.

# 5. Changes

Changes to your cake order: size, description, flavours, etc. will be accepted until two weeks prior to the event date. Please note that in most cases we can accommodate changes, however at times it is not possible.

## 6. Quality

We pride ourselves on the quality of our products and services. It is important to remember that cakes and edible images are a perishable and delicate product. Our aim is to provide only the freshest and highest quality to our customers. Unfortunately once we dispatch our products or our customers take possession of them, a number of factors relating to the care and transportation may result in the quality

being compromised or damage occurring to the products that are beyond our control or responsibility. We are not responsible for any damage to the product after delivery or set up (if applicable) is complete.

You are responsible for providing an appropriate and secure table and environment for the cake(s). Cakes are heavy and require a sturdy table, and optimal room temperature of 24° Celsius or below. Sweet Lucy – Cake & Event Studio NEVER recommends that cakes be left outdoors for any length of time, including during events which take place outside of climate-controlled rooms. Cakes are delicate and will melt in the heat and humidity.

Care instructions must be followed thoroughly in order to avoid compromising the cakes quality, freshness and design. Place your cake order on a flat surface, such as in the car boot or car floor. Use non slip matting between the cake box and flooring to stop the

purchase sliding around the car and causing damage.

Performance of this agreement is contingent upon the ability of Sweet Lucy – Cake & Event Studio to complete the agreement and is subject to labour disputes or strikes, accidents, flooding and other causes beyond our control.

### 7. Variations from Pictured Items

In some cases it may be necessary to change a colour or vary a product from the picture on our site or image supplied, as certain cake decorating items may from time to time be unavailable.

Please note that where colours are concerned, the picture represented on our website may not be a true representation of the colour of the cake as quite often screen colours are not correct and therefore your cake may appear to be slightly different in colour from that shown.

Where items are provided on cakes (plastic figures, toys or handmade sugared items) they are strictly provided as decorations on a cake, if there are any breakages or faults with the items after they are removed from the cake we will not replace, exchange or make new items.

# 8. Photography / Marketing

We often photograph our cakes, and Sweet Lucy – Cake & Event Studio reserves the right to use any photographs of your cake or order for marketing or other purposes.

### 9. Equipment Hire

All equipment hired from Sweet Lucy – Cake & Event Studio requires a deposit plus a hire fee. The deposit will be reimbursed in full, to the hirer, on return of the hired equipment, in its original condition. The deposit will not be returned if the equipment is damaged in any way. Damage may be in the form of, but not limited to, cuts, chips, scratch, broken, crack, bent, peeled, dented or discolouration. All equipment must be returned no later than five (5) days after your event or a \$10 late fee will be charged.

## 10. Illness or Family Emergency

If I should fall ill or my family has a serious emergency and it is not possible to complete your cake order, I will refer your order to another cake decorator with the same or higher level of expertise and industry experience. I will do everything possible to ensure that you are kept informed of the progress of your order throughout this time.

## 11. Real and Artificial Flowers

If flowers are provided by an outside source, a set up fee of such flowers is payable. You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt or other contaminants. Sweet Lucy — Cake & Event Studio is not responsible for any liability associated with fresh or artificial flowers.

### 12. Allergen Disclaimer

Our products may contain or come into contact with milk, wheat, nuts, soy, and other allergens. You agree to notify your guests of this risk and hold us not responsible for allergic reactions. Sweet Lucy – Cake & Event Studio is not responsible for any allergic reactions caused by our products.

## 13. Our Guarantee

We promise to do everything in our power to deliver you a cake that meets your expectations. We will work with you on every level to make sure you are completely satisfied and happy with your cake.

#### 14. Disclaimer

In the case of an emergency or an error in your cake delivery, please contact us immediately so we can assess the issue. If you are unhappy with your cake for any reason, please call us the day of your event and explain the situation. In the rare case that you are unhappy with your cake and would like a refund, you must call the day of your event so your cake can be returned. You must refrigerate or freeze the

cake immediately and return it to us on the next business day if we are to consider a refund. Without proof that you are indeed unhappy with the product and will not be using it for your event, we will be unable to refund any portion of your payment. This is necessary to hinder the very rare case of "If we complain, we'll get a free cake" issue we occasionally come across. A number of resolutions may be available to you and are subject to your particular situation.

Agreement to Terms and Conditions

By proceeding with a purchase you are in agreement with our terms and conditions as stated above.

We are dedicated to satisfying our clients' cake requirements. Please call if you have any questions on 0407 618 535.