SUGARLIPS CAKES

TERMS AND CONDITIONS

1. General
   - These terms and conditions apply to all offers, invoices, products and deliveries of Sugarlips Cakes.
   - All offers are valid for 7 days without obligations. The offer will expire if no agreement is reached within these 7 days. The optional reservation of the wedding date will then also end.
   - Sugarlips Cakes only works with products that are fresh and of good quality.
   - All prices mentioned include 9% vat.
   - All Cakes are carefully produced and are handmade. However, subtle differences can occur between the design and the actual Cake. This is completely normal since Cake decorating entails a lot of handiwork. When the clients shows an example of a Cake from another Cake Designer and orders a similar Cake, slight differences can occur. Sugarlips Cakes has her own signature and will never copy the work of another Cake Designer, but will give a personal touch to the design.

2. Order and payment
   - When placing an order, the client will receive an offer including the terms and conditions of Sugarlips Cakes. The client needs to confirm the offer via e-mail and with that immediately agrees with and is informed of the offer, the first payment and the terms and conditions of Sugarlips Cakes.
   - As soon as the offer is confirmed by the client, an invoice is sent with the first 50% payment. The order is final when the payment has been made by the client. The invoice for the remaining 50% will be sent 3 weeks before the order date. This amount needs to be paid no later than 1 week before the delivery of the Cake.

3. Changes
   - Any changes need to be submitted via e-mail no later than 3 weeks before the delivery date and are subject to availability.
   - Changes to the design after confirmation of the offer may lead to additional costs.
   - Sugarlips Cakes always holds the right to reject any changes to guarantee the quality of the Cake.
   - Sugarlips Cakes holds the right to take last-minute decisions about the design and/or the order to guarantee the quality of the Cake.
   - It can happen that the delivery date or wedding date will be postponed. Depending on availability the new date will be blocked. However, it is of importance that the client informs Sugarlips Cakes about any changes as soon as possible.
   - Sugarlips Cakes reserves the right to change prices without prior notice, including but not limited to inflation adjustments.

SUGARLIPS CAKES

TERMS AND CONDITIONS

4. Cancellation
   - Up to 90 days before the delivery date: 95% of the already paid amount will be refunded.
   - Up to 30 days before the delivery date: 50% of the already paid amount will be refunded.
   - Within 30 days before the delivery date: no refund. Any preparations and duties to produce the Cake have already been made. Besides that, the date has been blocked for some time in our agenda and other requests for this date have most likely been declined.
   - In case of a refund, Sugarlips Cakes will refund the amount within 7 days after cancellation.

5. Delivery
   - When agreed upon, Sugarlips Cakes will deliver the Cake to the venue provided by the client. It is the responsibility of the client to ensure that someone is present at the venue to hand the Cake over to. If desired, Sugarlips Cakes will get in touch with the venue to ensure a proper handing over.
   - Sugarlips Cakes charges a delivery fee of €45 followed by a fee of €0,79 per driven kilometer. Sugarlips Cakes will always choose a route with the least obstacles (speed bumps, roundabouts, city centres, etc.)
   - Sugarlips Cakes cannot be held responsible for unforeseen circumstances which may lead to an increase in gas prices. Sugarlips Cakes holds the right to charge an extra fee in case of a rise in gas prices.
   - If desired, the client can pick up the Cake at Sugarlips Cakes. It is then the responsibility of the client to ensure that the Cake arrives intact and in good state at the venue.

6. Responsibilities
   - Sugarlips Cakes cannot be held responsible for unforeseen circumstances, such as transportation problems, traffic jams, power failure, extreme weather conditions, accidents or illness, and other causes that are beyond our control. A delay in delivery of the Cake as a consequence of any of the above, is no reason for a discount or total refund of the order amount. In case of illness, Sugarlips Cakes will do everything in her power to find a proper solution.
   - Sugarlips Cakes holds the right to postpone any obligations in case of force majeure and is authorized to partially or completely annul the agreement or to change the agreement to such an extent that designing and production remains possible. Under no circumstances is Sugarlips Cakes obligated to compensate the client in any way.
   - Sugarlips Cakes cannot be held responsible for any damage to the delivered Cake which is caused by a guest, a caterer, or other personnel than from Sugarlips Cakes itself. The client is responsible to ensure a proper and safe location to place the Cake.
   - After delivery, Sugarlips Cakes is no longer responsible for the Cake and the responsibility completely lies with the client. This goes for both delivery at the venue by Sugarlips Cakes as well as a pick-up of the Cake by the client.
   - All non-edible decorations, such as fresh flowers or ribbons, need to be removed from the Cake by the client or the location before the Cake is cut and consumed.
   - Sugarlips Cakes will always advice the client on the product in combination with weather forecasts. Sugarlips Cakes cannot be held responsible in case the client does not accept the given advice.

During extreme weather conditions, such as extreme heat or high humidity, the Cake can 'sweat' due to the transition from cold air to hot air. Sugarlips Cakes is not responsible for changes that might occur to the design or to the Cake due to such weather conditions.

- The client is responsible for providing proper cooling possibilities, such as a fridge, at the location where the Cake is to be delivered.
- Sugarlips Cakes is not responsible for providing or delivering any necessities needed to serve the Cake, such as service, cutlery, cake knife, etc.
- All products of Sugarlips Cakes can contain allergens or can come into contact with them. When the client has notified Sugarlips Cakes of any allergies, all necessary precautions will be taken during production of the Cake. It remains the responsibility of the client to inform the guests about this. Sugarlips Cakes is not responsible for any allergic reactions caused by consumption of the Cake.
- A Cake is perishable. Sugarlips Cakes cannot be held responsible in case the Cake is consumed after the common storage life of a Cake.
- The client is responsible for proper treatment and return of rented materials, such as a cake stand or cupcake stand. Rental costs are €20 per rented item for a period of 3 days. €10 euros will be charged for every extra day. Rented material needs to be returned to Sugarlips Cakes no later than 7 days after delivery.

7. Imagery

- Sugarlips Cakes holds the right to decide whether or not to use pictures or videos taken of the Cake for own purposes and promotional goals, such as the website or social media. Using any imagery of the Cake will always occur after the event has taken place and with proper mention of the photographer.