



## Terms & conditions

The client agrees that LoveLee cannot be held liable for more than the price of the cake described in this order.

Quotations Quotations is valid for 14 days from issue.

### Orders

We require three months' notice on wedding cakes, orders for occasional cakes and confections require 1 week notice, however we will accept short notice cakes subject to the availability of the date required. Any cake ordered from a picture or photo of a cake produced by any other cake maker, can only be reproduced as our interpretation of that cake and will not be an exact reproduction of the cake in the picture or photo.

### Deposits

We require a deposit on placement of order for all cakes, which is deducted from the final balance payable. A first non-refundable payment of 50% is payable upon acceptance of quotation in consideration of services to be rendered in planning of cake order.

The remaining balance is due two (2) weeks prior to the delivery date. Any changes to this may result in additional charges and must be directed in writing to [loveleecakes@gmail.com](mailto:loveleecakes@gmail.com) no later than fourteen (14) business days prior to date of delivery.

Client may choose to place a R1500 non-refundable deposit to reserve a preferred date – subject to acceptance and reasonable confirmation of acceptance of booking in writing by LoveLee – in the event that the quote and/or design has not been finalised. This non-refundable booking deposit will be counted towards the final quote and is deducted from the final invoice.

Failure in meeting the payment schedule and/or LoveLee payment reminders may lead to cancellation of the order. For last minute orders (any orders placed less than two weeks to the delivery or pickup date), full payment is required upon invoice.

Preferred payment method is electronic bank transfer. Personal cheque will not be accepted.

### Cancellation

If order is cancelled before fourteen (14) business days of delivery date, then the balance of payment (estimated as 50% of the total cake cost) minus relevant third-party expenses incurred in relation to the finished product (which may for example include but not be limited to decorations and cake stands) will be waived.

If the order is cancelled within fourteen (14) business days prior to the delivery date, then no refunds will be made.

All cancellations must be submitted in writing by email directed to [loveleecakes@gmail.com](mailto:loveleecakes@gmail.com) and it is the responsibility of the client to ensure receipt of the cancellation confirmation.

## Ingredients and Design

All consumables is produced in a kitchen that may contain nuts or traces of nuts or nut oil. LoveLee will not be held responsible for anyone suffering from nut allergies. Non-edible items may be used as decorations in cakes and/or cupcakes. It is the Client's responsibility to ensure that any non-edible items are removed prior to consumption.

All effort will be made by LoveLee Cakes to supply the products agreed upon at the time of booking. However, LoveLee will not be held responsible if the products are not available as a result of, but not limited to, unavailability, seasonal variation.

LoveLee reserves the rights to use its discretion to supply similar or substitute high quality product under such circumstances and will try where possible to agree this alternative product with the client prior to supply.

All effort will be made by LoveLee to ensure that the final product is matched to the colour chosen as much as possible however LoveLee cannot guarantee to match the exact colour/s and designs chosen.

## Delivery and Pick up

Cakes/confections are to be collected from our premises at a prearranged time and date only. If you collect your goodies, we are not responsible for any damage that can occur after we hand over the cake to you.

Cakes and goodies can be delivered and set up subject to availability; any arrangements for delivery may be subject to change, however prior notice will be given where possible, this will result in additional charges.

The client is required to provide clear driving instructions to the delivery address and inform LoveLee of any adverse road hazards and/or obstacles that may hamper the delivery and quality of finished cakes.

LoveLee cannot be held liable for unforeseen delays caused by events such as car accidents or poor road conditions during delivery.

Please note: excessive jarring due to "pot holes", road construction or unseen road conditions, will damage the finished product to an unstable and undesirable state due to uneven driving conditions. LoveLee will not be held liable for any damages that may occur after the product has been collected or delivered.

When a third-party or contractor is used to deliver and setup the product, LoveLee will not be held liable for any damages that occur during delivery transport and setup.

If the incorrect delivery address is supplied or if there is no-one to receive and no safe place (as unilaterally judged by LoveLee) to leave the ordered products, then the product will be returned to LoveLee premises and we will contact you to arrange re-delivery. The client hereby agrees that this will result in additional charges for both safekeeping and delivery.

Client agrees that late delivery does not constitute a failure of agreement, and does not entitle client to cancellation or refund of an order.

## Storage

Sugar paste fondant, (the soft icing covering the cake) is not designed to be refrigerated and as such cakes with this icing should be stored in a cool dry place, preferably in the box they were supplied in, refrigeration may cause colours to run. Buttercream and ganache cakes are to be refrigerated and brought to room temperature before serving (about 20min depending on the surrounding temperature) Cakes left overs may be frozen after wrapped completely with glad wrap or foil for no longer than 3 months.

## Return of Hired Equipment

All rental items are rented for a term of three (3) days (day of the event and 2 days after).

It is the responsibility of the renter to return the rented piece within 2 days of the event or make alternative arrangements to return rented items to LoveLee.

Alternative arrangements can be made but have to be requested and agreed to in writing by both client and LoveLee fourteen (14) business days prior to event. Alternative arrangements may result in additional fees and charges to be agreed to in writing by both parties.

A late fee of R100.00 per day will be imposed for each day the items are late. Should any parts not be returned or damaged in any way, the deposit will not be refunded.

Returnable Security Deposit (known as RSD) will be refunded when ALL rental items are cleaned by the client and returned in the same condition.

The contact details of the person to deliver the equipment back to LoveLee is also to be provided within writing 1 month prior to the wedding/event.

## Publication

From time to time our designs are published in national wedding cake magazines and other publications. As a result we reserve the right to use any image of a cake made by LoveLee for publication at a later date.

The client hereby agrees that any image provided by client to LoveLee is free from any Copyright and or any other personal and or commercial right and that the client permits LoveLee to freely use without any claim of compensation any image as LoveLee sees fit. This may for the record include but not be limited to print, digital publishing and more.

## Disputes

A dispute concerning these Terms and Conditions exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by:

1. Within 10 Business Days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorised representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within 15 Business Days.

2. If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("AFSA").

3. If mediation fails, the parties must refer the dispute within 15 Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Sandton under the then current rules for expedited arbitration of AFSA. If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.

4. The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.

5. This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

6. This clause is a separate, divisible agreement from the rest of these Terms and Conditions and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.

Any refund given for disputes regarding a cake design or production of a design are completely at the discretion of LoveLee and are not automatic. Full refunds will never be given for any cake which has been consumed regardless of dispute, as consumption of the cake is viewed as your acceptance that the cake is adequate for the purpose for which it has been supplied.

All cakes delivered to venues are photographed from different angles to show cake quality on delivery. We do not accept any responsibility for loss or damage to the cake or items with the cake such as knives, decorations and stands, once the cake has been delivered to a venue or collected from us, or for loss, damage or non-delivery under unavoidable or exceptional circumstances. This in no way affects your statutory rights.