

TERMS & CONDITIONS

DEFINITIONS

The "Seller" is defined as the legal entity The Baking Nurse Greenville/ The Baking Nurse LLC. The "Buyer" means the person (legal or natural) who buys the goods. "Goods" is defined as the items to be supplied by the Seller to the Buyer as listed in this invoice.

GENERAL

These Terms and conditions shall apply to the sale of the Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred except where the Seller has agreed to such variation in writing and by way of signature. These terms and conditions apply to all orders placed by email, phone, order form, and all other ordering avenues. By ordering from The Baking Nurse you agree to be legally bound by these Terms and Conditions ("Conditions) and accept that these Conditions may be modified or amended and posted on this website from time to time.

PAYMENT AND DEPOSIT

We require all large event orders and fondant cake orders be placed 3 weeks in advanced unless agreed otherwise in writing by the seller, all other orders are to be placed 4 days in advance unless specified otherwise by the seller. We require all orders 80 dollars (\$80) or less to be paid in full upon order. Orders greater than 80 dollars (\$80) require a 50% non-refundable deposit to confirm an order and hold the date. The remaining 50% is due a week before delivery for large event orders and fondant cakes, and the day before the delivery date for all other orders. The final balance specified on the invoice must be paid by the Buyer 1 week before for large event orders and fondant cakes and the day before the delivery date for all other orders. Payment can be made earlier if you wish. Failure to complete payment on time may result in your order being cancelled. By making a payment the Buyer is accepting the Terms and Conditions as detailed on this page.

Cupcakes

Any cupcake orders are 1 flavor per dozen.

REFUNDS AND CANCELLATIONS

Deposits are non-refundable and non-transferable under any circumstances due to any loss of business arising from turning away other bookings on that date. Full payments for large event orders and fondant cakes made less than 1 week in advance of the delivery date are non-refundable, unless agreed on otherwise by the seller in writing. Full payments made more than 1 week in advance of the delivery date are subject to a cancellation fee if cancelled more than 1 week in advance of the delivery date. We cannot refund the cost of any orders cancelled with less than 1 weeks' notice. Orders paid in full and cancelled with more than 1 weeks' notice will receive a partial refund of 50% of the total amount paid.

All other orders can be canceled up to 48 hours after order placement, and deposit will be refunded, anything less than a 48-hour cancellation for other orders will not be refunded. In the very unlikely event that we must cancel your order for any reason, then we will give you as much notice as possible and discuss the matter with you and try to agree a suitable alternative. If you do not wish to accept our suggested alternative, then we will refund the full price to you.

PRODUCT INFORMATION

The images on the website or Facebook page are examples of our cakes, cupcakes, and other baked goods. All our products are handmade and can be ordered in different sizes from those shown on the website, your order may have variations from the website image.

CONSULTATIONS

Consultations are by appointment only and are not applicable to all orders. An appointment for a consultation and tasting must be agreed on with The Baking Nurse Greenville/ The Baking Nurse LLC by email and a non-refundable consultation fee must be paid prior to consultation date before it can be confirmed. All appointments for consultations will be confirmed in writing by The Baking Nurse.

PRICE QUOTATIONS

All price quotations, written or verbal, are valid for 30 days from the date of quotation.

ALTERATIONS

If you have any queries or need to make any changes to an order, please contact us immediately. Alterations and amendments must be submitted in writing. We will assess the request for an alteration and endeavor to make alteration where possible dependent on the design and amount of notice given. We will let you know its effect on the price and any agreed timetable. Accepting any alterations is at the discretion of the Seller. Alterations for large event orders and fondant cakes may be requested up until 1 week out from the delivery date, for all other orders changes may be made up to 48 hours after order placement. We reserve the right to change the design at any point if circumstances beyond our control compromise the quality of the finished product. e.g. weather conditions. The Buyer will be notified of any such changes and we will endeavor to keep any changes minimal.

DAMAGES

In the unlikely event that your order arrives damaged, it is the customer's responsibility to report the damage to us within 48 hours and send photographic evidence of the damage within 7 working days if you wish to claim a refund or replacement. The Seller will not take back any undamaged goods from the Buyer unless agreed in writing by the Seller. The Seller accepts no liability for cakes that are damaged

after they have been delivered to the agreed location. For cakes delivered to venues, the Seller requires a signed delivery note by the person in charge to say that the cake has arrived and that it arrived in perfect condition. Cakes collected from The Baking Nurse location requires a signed delivery note by the person in charge to say that the cake has arrived and that it arrived in perfect condition. Damages after this point are not The Baking Nurse's responsibility. All The Baking Nurse's special occasion cakes are fragile and require care and attention when handling, storing, and displaying. Please pay careful attention to our storage and transportation (where relevant) instructions that will be provided with the cake. Where samples of the Goods are shown to the Buyer, the Buyer hereby accepts that they consider such samples to be representative of the Goods. Any description applied to the Goods is only given by way of identification and does not constitute a sale by description. Any image provided as part of the description of similar goods is given for illustrative purposes only. Given the nature of the goods, minor variations of color and design may apply.

ALLERGIES AND SPECIAL DIETARY REQUIREMENTS

Please discuss any allergies or special dietary requirements with us before making payment. We offer various dietary options; however, our products are not suitable for those with allergies as our kitchen handles wheat and nuts.

DELIVERY AND COLLECTION

We cannot be held liable for any damages to the cake or products we have delivered once we have delivered or delivered and set up the cake at the venue or delivery location and received a signature for the safe receipt of the goods on our delivery note (we will deliver with a delivery note). If the cake or products are collected from us, we cannot be held liable for any damages to the cake or products once they have left our premises. The collection vehicle should have a flat surface and be clean and tidy. This is the responsibility of the Buyer. The cake or products can be very fragile, so we advise to drive very slowly and carefully and purchase non-slip matting. We will always endeavor to deliver within the given time slot, however unfortunately delivery timings can not be guaranteed. Refunds will not be given for delayed deliveries. If in the unlikely event the delivery is delayed, we will always endeavor to deliver the cake to you as close as possible to the given delivery time.

AFTER DELIVERY

Goods placed outside are liable to react to the temperature. In hot or humid weather there is the possibility of sugar decorations melting or damage to Goods. Please note, we do not provide cake tables, tablecloths or cutting knives. It is the responsibility of the Buyer to provide these or check with the venue to ensure these items are provided. A shelf life and Best Before Date will be provided on the Delivery Note. This is advisory only. Please note, once cakes have been cut into the shelf life will be reduced.

NON-EDIBLE INGREDIENTS AND DECORATIONS

Our Goods may contain non-edible ingredients or decorations, such as plastic dowels in tiered cakes or wires in some sugar flowers. These will be detailed on the Delivery Note and must be removed before serving or eating.

COMPLAINTS

If you wish to make a complaint to us or let us know any concerns after receiving the Goods, please do so in writing. Evidence of any faults, damages or discrepancies should be included. Any refunds will be given entirely at our discretion.