



## Service Agreement

**Before placing your order with Peninsula Cake Art (PCA), you have read and have acknowledged the following conditions:**

The deposit required to secure your function date is \$100. **This is non-refundable.** At PCA, we receive many enquiries and once we have confirmed your date is available and your deposit has been paid, further orders for that date, are only taken after careful consideration and may be declined altogether.

Final payment is due 30 days prior to your function date. Production will only commence once full payment has been received. In the rare circumstance that final payment is not made, your cake will not be delivered. We do not accept cash on delivery. **UNDER ANY CIRCUMSTANCES.**

The date of your final payment is also the final date for any change of style, size and flavours of your cake. On consultation, final number of guests may not be known. Final cost may be altered if your guest list changes. Changes or additions after this date are subject to availability and may incur further costs.

In the event of a cancellation and should you have paid for your cake in full, PCA will refund your payment, **less your deposit**, if your cancellation is made 30 days prior to your event.

Cancellations after this time will be assessed on an individual basis.

Any bonds paid to PCA for the hire of cake stands will only be returned to you, once you, the customer, have returned the stand directly to PCA. Please read our 3 day stand hire agreement for more information.

Any fresh floral additions for your cake are to be organised and paid for, by you, directly with your florist for the day. PCA only liaises with your florist the week of your function, to discuss delivery and set up. PCA is not responsible for any lack of flowers ordered by you, to complete the design requested. If your florist is **not** delivering your flowers to your venue, it is your responsibility to get them to the venue or to PCA directly.

**You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants.**

**Service agreement continued:**

At PCA, every effort is taken to ensure your cake is made and delivered, as specified in your consultation.

We cannot be held responsible for:

**Any natural hazards, accidents and other acts of god, beyond our control.**

**Extreme heat.** Either in a marquee or (rarely) at the venue. Should your cake need refrigeration, this will be discussed with your venue and once delivered, PCA will ensure it is stored correctly. PCA is not responsible, should the storage conditions be changed, after delivery.

**Bugs, pests and animals!** We cannot be held responsible if you choose to set your cake up outside.

If you have chosen to hold your function at home, PCA cannot be held responsible for any damage caused by pets, children or other guests. Full care becomes yours on delivery and you are responsible for providing, an appropriate and secure table/environment for the cake.

No responsibility will be taken for any damage caused at your chosen location, via **any** third party.

On delivery, your cake will be photographed. PCA reserves the right to use these photos on any social media promotion. If you do not wish to be named in these promotions, please inform PCA, in writing, prior to your event. Please note that photo's may still be used without your personal details attributed to them.

If you or your representative elect to collect and set up the cake, you assume all liability and responsibility for the condition of the cake, once it leaves Peninsula Cake Arts possession.

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 do not hold PCA responsible, for any allergic reactions.

PCA can cater for most dietary requirements. We do however inform you, that whilst every care is taken, all products are produced in one kitchen, therefore may contain traces. It is for this reason, we cannot cater for anaphylaxis.

**By paying your deposit, you have read and agreed to all the above.**

<b>Print name (s):</b>
<b>Signature (s):</b>
<b>Date:</b>

We ask that you use your name and function date as your reference. Please notify us that payment has been made and return this signed agreement, so we can confirm your booking!

**Peninsula Cake Art ABN: 36813390965**

Nicole Badenhop

National Australia Bank limited

Bsb: 083-295 Acc: 86-322-8385