



Terms & Conditions

Thank you for choosing Ginger & Spice Baking Creations

These terms and conditions serve as the contract between the customer and Ginger & Spice Baking Creations. By paying their invoice, the customer is agreeing to these terms and conditions. Terms and conditions are subject to change without notice.

EVENT ORDERS (EXCLUDING WEDDINGS)

When ordering cakes or sweets 14 days or more in advance, a 25% non-transferable deposit is required to confirm your reservation. Final payment is due by the date specified on the invoice which will be, in most cases, seven (7) days before delivery or pickup of the items ordered. If the order has been placed within 14 days of the event date, payment in full is required to confirm your reservation.

Only items, actions and dessert details explicitly listed on the invoice will be provided by Ginger and Spice Baking Creations. In the event that the invoice does not explicitly detail the products the customer wishes to purchase, it is the responsibility of the customer to contact Ginger & Spice Baking Creations within 24 hours of receiving the invoice to specify the amendments that need to be made to the invoice. An updated invoice will be sent, voiding the previous invoice.

Once payment of the invoice has been made, changes can not be made to the items on the invoice as ingredients may already have been purchased and time may have already been spent creating the decorations. If additional items would like to be purchased in addition to the original invoice, a new invoice will be written up as a separate purchase.

WEDDING ORDERS

When ordering 14 days or more in advance, a 25% non-transferable deposit is required to confirm your reservation. Final payment is due fourteen (14) days prior to the event date. If this order has been placed within 14 days of the event date, payment in full is required to confirm your reservation. If the event is postponed for any reason, please email hello_mia@gingerandspicebc.com to notify of the change of date and, if possible, include the new event date. Although there is no guarantee that the new date will be available, Ginger & Spice Baking Creations will endeavour, where possible, to accommodate the change of date.

In the event of not being able to accommodate the new date, the initial 25% deposit will be retained by Ginger & Spice Baking Creations though any additional payments made by the customer will be refunded.

PAYMENTS

Deposits

The 25% non-transferable deposit reserves your event date and the time required to complete your order. The monetary value of the deposit cannot be applied to store credit or a later date. Once your order is confirmed, the deposit is used to purchase tools, equipment and specific decorations required to complete your order. Furthermore, to ensure adequate time to complete your order, we begin the process of declining other orders that conflict with the time that would ensure the successful completion of your order. As we get closer to your event date, the chances of re-booking your date are reduced. Therefore, the deposit is non-refundable and non-transferable. The deposit should be received by Ginger & Spice Baking Creations by the date indicated on the invoice or within 72 hours of receipt of the invoice. The final payment must be received by the date specified on the invoice which will be, in most cases, seven (7) days before delivery or pickup of the items ordered.

Final Balance

All sales are final and payment for your order must be received by the date specified on the invoice. If no correspondence is made by the customer regarding their late final payment of the invoice, a 10% late fee will be charged each day the final payment is late. Once preparations for the cake have commenced, the payment of the final balance of the cake becomes non-refundable. However, store credit can be issued by Ginger & Spice Baking Creations Management. Any store credit requests must be submitted in writing via email to hello_mia@gingerandspicebc.com. Ginger & Spice Baking Creations has 14 days to review the request and determine an outcome. The outcome will be sent to the email address of the requester.



VOUCHERS & DISCOUNTS

If you've received one of our Wedding Expo vouchers, here's how it works:

Present Your Voucher: Please let us know at the time of booking if you'd like to use your 15% or 25% off voucher.

Minimum Cake Price:

- **25% off voucher:** The cake must be priced at \$600 or more before the discount.
- **15% off voucher:** The cake must be priced at \$530 or more before the discount.

Voucher Rules: Vouchers are non-transferable, cannot be exchanged for cash, and cannot be used with other offers or promotions unless otherwise stated.

Confirmation of Terms: By using a voucher, you agree to the minimum spend requirement. Ginger & Spice Baking Creations reserves the right to decline voucher use if the minimum spend is not met.

CHANGES

Any changes to the size, flavour, style, etc. of the cake are due prior to payment of the deposit. Any changes after this cannot be guaranteed and may be subject to additional charges. All changes to existing orders must be submitted in writing via email. Changes communicated via phone must also be communicated in writing via email.

CANCELLATIONS

Cancellations must be made in writing at least 7 days prior to the event date. In the event that the cancellation is made after this time (less than 7 days from the event date) preparations for the cake will have already commenced and therefore the cost of the ingredients and time spent preparing the cake will be deducted from the total amount paid by the purchaser for the cake. The remaining funds will be available for the purchaser in the form of store credit. In the event that the cake is already completed or almost completed when notification of the cancellation has been received, the cake will be completed and wrapped as per the invoice for the customer, and the customer may decide whether they would still like the cake or whether they would like to donate it locally.

VARIATIONS IN DESIGN

While Ginger & Spice Baking Creations makes every effort to provide the flavour, filling, decoration, size, colour, shape, and design as discussed during consultations, creating cake is an art form and may be subject to variations. If the customer supplies an image of the cake they desire, Ginger & Spice Baking Creations will utilise the image as inspiration to design and create a unique, original product.

In the event that the product requires equipment or ingredients that cannot be obtained within the time allotted, the closest resemblance available will be used to complete the product. Seasonal items such as fruits or flowers may be substituted if unavailable.

Colour matching is a precise science and different sugar substrates take colour differently. Ginger & Spice Baking Creations will endeavour to match provided colour swatches, but sometimes it is not possible to recreate a colour 100% perfectly, and some colours are not achievable using food grade dyes. Visual samples of colours desired in the decorations of the cake are highly recommended as Ginger & Spice Baking Creations cannot match a colour described verbally or a colour sent via an electronic device, as all devices display colour differently. In the event where you desire a colour match, you must provide a colour swatch during or with 48 hours of the initial consultation.

To maintain stability and the integrity of your event cake, Ginger & Spice Baking Creations reserves the right to make design and structural changes to your cake on site or off site, without prior notification. In the event of significant changes being required to be made to your cake, Ginger & Spice Baking Creations will endeavour to notify the customer prior to or during the changes taking place. If the purchaser is uncontactable, Ginger & Spice Baking Creations reserves the right to make the decision that will ensure the integrity of your cake. This is most important during the very rare occurrence of a cake being damaged prior to pick up or during delivery.

SITE & VENUE CONDITIONS

Ginger & Spice Baking Creations reserves the right to refuse to set up a cake in any location that is not properly air conditioned or weather proofed, or on any cake plateau or stand that does not appear sturdy enough to hold the weight of the cake. Cakes are heavy and require a climate-controlled environment (at or below 23 degrees). All efforts will be made to work with venue staff to find an alternative placement better suited for your cake and to ensure it looks stunning for your event.

Tall and tiered cakes require a perfectly level and sturdy table or cake plateau/stand. Ginger & Spice Baking Creations is not responsible for any damage caused by tables or cake plateaus/stands that were unable to withstand the weight of our cakes, were not installed properly or were not level.



Once cakes are set up, they are not intended to be moved until served. Ginger & Spice Baking Creations is not responsible for damage caused by others after the cake has been set up by Ginger & Spice Baking Creations. Tall tables are not suitable for tiered cakes over 2 tiers tall as someone will be required to climb a ladder to both set up the cake, and again at the reception to disassemble and serve your cake. Please be aware that 5 tiered or larger cakes on a standard height table may require a step stool or step ladder to disassemble and serve. Ginger & Spice Baking Creations is not responsible for any damage to the cake after delivery and set up has been completed.

RIGHTS & WAIVERS

Quality of Service and Products

Ginger & Spice Baking Creations will endeavour to perform its services in a professional manner with integrity and care, providing the best customer experience possible. In the event that our products or services do not meet our high standards, or the customer is dissatisfied, we may, at our discretion, provide the amount paid for those products and services in the form of store credit. Ginger & Spice Baking Creation's total liability is hereby limited to amounts paid to Ginger & Spice Baking Creations for its goods and services. Ginger & Spice Baking Creations will not be liable for any special, incidental, punitive, or consequential damages, whether foreseen or unforeseen, regardless of whether liability is based on breach of contract, breach of express or implied warranty, negligence, strict liability, tort, or otherwise.

Allergens

All products made in the Ginger & Spice Baking Creations Kitchen may come into contact with milk, wheat, nuts, soy and other allergens. The customer is responsible for notifying individuals who may consume the products of these potential allergens. Ginger & Spice Baking Creations is not responsible for any adverse effects of allergic reactions caused by consumption of any of our products. Ginger & Spice Baking Creations does not claim to be able to prepare products that are 100% free from any given ingredient.

Fresh and Dried Flowers

If flowers are provided by the customer by an outside source, the arrangement of the flowers on the cake will be included in the delivery and set up fee. Ginger & Spice Baking Creations does not give permission for florists, providers or person to modify, add to or change the design of the cake after it has been completed by Ginger & Spice Baking Creations. It is acknowledged by Ginger & Spice Baking Creations and the customer that fresh flowers are not a food product and, unless specified, are not edible and may contain pesticides, dirt, insects and other contaminants.

Picking up Cakes

If the customer elects to pick up the cake, the customer is responsible for the cake as soon as it leaves the Ginger & Spice Baking Creations premises. Upon visual inspection of the cake (and the order in its entirety) the customer approves the cake's visual appearance and waives any rights to a store credit based on the style, design or visual appearance of the cake.

Photographs and promotion

Ginger & Spice Baking Creations reserves the right to take photos of the product(s) provided by Ginger & Spice Baking Creations, for display or promotional purposes and does not require customer consent.

Unforeseeable circumstances

Upon the event of a natural disaster, accident or other situation outside of Ginger & Spice Baking Creation's control, this contract may become void.

DISPUTES & GRIEVANCES

All disputes and grievances concerning service rendered or products provided by Ginger & Spice Baking Creations, must be submitted in writing via email to hello_mia@gingerandspicebc.com within 7 days of the cause of the dispute or grievance.

All food sales are final. All payments are non-refundable. Any compensation provided in response to a dispute or grievance will be in the form of store credit only. Ginger & Spice Baking Creations and the customer (payer of the invoice) will attempt, in good faith, to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute.

