

Terms and Conditions

- Quotes are valid for two weeks unless otherwise stated. If you contact us after the two week window, you will have to request a new quote.
- A 50% retainer fee is due to reserve your date. At this time a contract will be executed and signed by both parties. By signing you acknowledge that your retainer fee is is **non-refundable** or transferable.
- **NO** refunds will be issued by D'Mayzing Sweets under any circumstances. Should D'Mayzing Sweets choose to cancel your order a full refund of your retainer fee will be returned to you within 60 days of the cancellation.
- We must receive the balance of your payment ONE week prior to your event. If payment is not received, you understand that the contract is null and void, your retainer fee will be forfeited and your order will not be completed.
- An order form **MUST** be completed for all orders, no exceptions. Order inquiries can be made via our website, under the contact us tab. You may also inquire via email at dmayzingsweets@gmail.com. If we do not have an order form, your order does not exist.
- All orders under \$100.00 must be paid in full prior to receiving your order. We gladly accept payments online via invoice through square, VENMO and or various apps.

- Once the retainer fee has been paid, the quoted price remains fixed to the details listed in the quote. However, if changes to design or quantity are made, D'Mayzing Sweets reserves the right to make any necessary revisions to the previous quote. A new quote will be re-issued to the client for consideration. Final decision must be made within 24hrs of being issued. If an agreement is not reached, then the order will be canceled.
- The final date for any changes to your order (size, style, or flavor) is TWO weeks prior to your event date. Any changes requested after this date cannot be guaranteed and will be subject to additional charges.
- There is a separate fee for delivery and set-up. Delivery and set-up is available for weddings, corporate events and mobile birthday parties.
- If you choose to rent cake, cupcake, or dessert stands for your event, the price will be included in the cost of your order. All stands must be returned two days after your event. If the stands are not returned, you will be charged for the full cost of the equipment.
- D'Mayzing Sweets is not responsible for supplying fresh flowers or cake toppers that are not included in the design of your cake. If you would like to have fresh flowers, or a custom topper included on your cake, the cost will be incorporated in the final cost of your cake.
- You acknowledge that fresh flowers are not a food product, and may contain pesticides, insects, dirt, or other contaminants.
- We are not responsible for any damage to the cake or desserts after set-up is complete. You are responsible for providing a secure table and environment for the cake(s)/desserts. Cakes are heavy and

require a sturdy table and optimal room temperature of 75 degrees or below.

- If you or your representative(s) elect to pick-up and set-up the cake/desserts, you assume all liability and responsibility for the condition of the cake/desserts once they leave possession of D'Mayzing Sweets.
- A call-out fee will be charged if a client picks up a cake and then requires assistance in set-up or repair to damage done en route.
- All cake orders that are delivered have to be set out 1 - 2 hours prior to your event. If we deliver the cake and there is not a suitable place for set-up, and the cake is placed in another location such as a refrigerator/freezer, we are not responsible if your cake is cold/frozen at the time of cutting, as the cake was not placed in the correct location upon delivery at the 2 hour mark.
- We photograph all of our cakes and desserts and we reserve the right to use any photographs for display or promotion without compensation to you.
- 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 hold us harmless for allergic reactions. D'Mayzing Sweets makes every effort to ensure our allergen-free cakes are suitable for the required dietary needs. However, we are not liable for any damage or harm which may come to the consumer and purchasing allergen-free cakes is done at your own risk. While every effort is made to ensure that there is no cross-contamination, we regret that we can make no guarantees about the safety of our products for those with food allergies.

- Edible images: These can occasionally be tricky to work with, especially in humid weather. The instructions provided with your order are meant only as a guide to provide some assistance. If your images are torn, ruined, or otherwise made unusable by your efforts at removing it, we do not issue refunds.

Cancellation Policy

- Cancellations must be received via-e-mail.
- In the event that your event is *cancelled*, all deposits and payments for your order are non-refundable and will **NOT** be issued under any circumstances.
- If your event date is *rescheduled*, you can use your deposit/payment towards a future date, if it is available on our calendar. If that date is not available, your deposit/payment will not be refunded.
- D'Mayzing Sweets has every right to cancel your order. You will be informed via e-mail of the cancellation.