

Kitty Wong PastryShop

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Terms and Conditions

- You acknowledge and agree that Kitty Wong PastryShop (KWPS) will not be liable to you or any other person(s) for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods supplied to you, or on your behalf.
- You agree to indemnify and hold KWPS harmless from and against any and all claims, loss or expenses that may be incurred by KWPS which relate to or are incidental to the performance of its duties as described in these Terms and Conditions including all costs of defending itself against a claim by any other person and / or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.
- KWPS reserves the right to change these Terms and Conditions without notice.
- A 50% non-refundable prepayment is required to secure your date and order. This is applied towards your remaining balance. Order is not confirmed until we receive your signed contract and the 50% non-refundable prepayment.
- For last minute orders (any orders placed less than two weeks to the delivery or pickup date), 100% payment is required upon contract.
- Failure in meeting the payment schedule may lead to cancellation of the order.
- Final remainder balance is due 14 days prior to event date unless specify.
- Final Guest Count (not subject to reduction) notification must be received by us 14 days prior to event date. If you need to increase your guest count, we will make every effort to accommodate your requests. Additional fees and charges will apply.
- All effort will be made by KWPS to ensure that the final product is matched to the color chosen as much as possible however KWPS does not guarantee to match the exact color/s and designs chosen.
- All rental equipments' deposits must be made when the final payment is due.
- Equipment security deposit will not be returned if the equipment is not return by the "Equipment Return by Date" stated.
- The security deposit will not be returned if the rental equipment is damaged in any way OR its original box is not returned in its original condition. Damage may be in the form of, but not limited to, cuts, chip, scratch, broken, crack, bent, peeled, dented or discolouration.
- All cake toppers must be supplied 14 days prior to event date (unless specified).
- All payments must be made in cash / checks / direct deposit.
- Changes request by clients such as size, design, flavors, fillings will be accepted until 1 month prior to event date. After that we cannot accept any changes of such.
- Delivery and set up are required for all tiered cakes for a fee (Determined by distance, time and set up). Free delivery for all cakes within Lafayette, Moraga, Orinda. Set up fee will apply.
- All prepayments and deposits are forfeited if you, the client cancel the event at any time. KWPS will apply the entire remaining balance, less 30% towards another event occurring within 90 days of the original event date; subject to our availability.
- All prepayments and deposits are forfeited if the event is cancelled by your venue or acts of nature or unforeseeable events (i.e. fire, flood, bomb threats) at any time preventing KWPS from performing your event as agreed. KWPS will apply the entire remaining balance of your deposits and prepayments, less 30% towards another event occurring within 90 days of the original event date; subject to our availability.

- At KWPS, we take our obligations to provide your wedding cake as agreed in this contract very seriously. However, should an unforeseeable event occur which prevents us from fulfilling our obligation and we must cancel our agreement with you, we will refund your deposits and prepayments in full within 10 business days. In addition, if at all possible we will work with you to find another qualified bakery to assist you with your wedding cake and will cooperate in transferring materials to the new baker.
- KWPS is not responsible for any damages to the cakes after the set up is complete. You are responsible for providing an appropriate, level and secure table and environment for the cakes.
- After initial delivery of the cake, KWPS is not responsible for the safety or condition of any leftovers (including toppers) that are not consumed immediately due to different personal storage practices at home.
- If the incorrect delivery address is supplied or if there is no one to receive the cakes and no safe place (as judged by us) to leave the ordered products, they will be returned to KWPS premises and we will contact you to arrange re-delivery. Re-delivery may incur an additional fee.
- KWPS will not be held responsible for completing setups at a venue if the venue is not ready at the pre-agreed time. Under these circumstances, we will use our discretion to leave the products at the venue (if the venue is willing to complete the setup) or to return the products to our premises for you to pick up.
- You agree that late delivery does not constitute a failure of our agreement, and does not entitle you to cancellation or refund of an order.
- KWPS will not be responsible for any non-edibles being placed in/on cakes such as pins, pearls, crystals, fake flowers, dowel rods, etc. These items must be taken off before the cake is consumed by venue associates and guests. It's the customer's responsibility to make sure these items are removed prior to consumption.
- KWPS is not liable for any negligence by other parties related to any actions performed on the cake after the cake's creation, including but not limited to any damage and any food allergies risked by additional items placed on the cake.
- KWPS assumes no responsibility for the cake and/or condition of the cake after delivery. Extremely high temperatures and other extreme environments may adversely affect the condition of the cake. Having a secure and appropriate location and environment for all cakes is the sole responsibility of the customer.
- All efforts will be made by KWPS to supply the products agreed upon at the time of booking. However KWPS will not be held responsible if the products are not available as a result of, but not limited to, unavailability, seasonal variation or poor quality. KWPS reserves the right to use its discretion to supply similar or to substitute high quality products under such circumstances and will try when possible to come to an agreement with the client prior to this alternative product being supplied.
- **Our cakes contain milk, wheat, nuts, soy and other allergens.** You agree to notify your guests of this risk and hold us harmless for allergic reactions. KWPS will not be held responsible for any allergic reactions from the consumption of our cakes.
- On occasion we will photograph our cakes and we reserve the right to use any photographs for display or promotion without compensation to you.