



SHARKEYS SWEETS

Terms and Conditions

Payment

- A non-refundable deposit of half of the total invoice is required to secure an order. If the deposit has not been paid at least **two weeks** in advance the order may be canceled. Full payment is due 24 hours before the agreed upon pickup time.

Changes and Cancellations

- Requests for changes to your order must be made no later than **two weeks** prior to the date of your order. Additional costs may be incurred depending on changes to quantities of goods, style, theme, flavors, colors, etc. Changes requested after the two week deadline will be considered but not guaranteed.

No-Shows

- If the customer fails to pick up the order at the predetermined time, Sharkeys Sweets has the right to discard or re-sell the order.

Cake Care and Handling

- Transportation
 - The customer assumes all liability and responsibility for the condition of the cake once it leaves the possession of Sharkeys Sweets. Cakes should be transported in a chilled car and put on a level surface for transportation. Sharkeys Sweets will provide "Cake Care" cards that provide instructions for best care practices.
- Structural Armatur
 - Cakes may have internal or external structural items to make them safe for travel or to allow for a specific design. Items may include: bubble straws, wooden dowels, popsicle or lollipop sticks, etc. While these items are food safe, they are not edible and should be discarded. Sharkeys Sweets is not liable for injuries that may occur from inadvertently ingesting such items.
- Flowers
 - In the case of fresh flower usage on the cake, the responsibility of the flower safety and safe food practices will rest with the florist and not with Sharkeys

Sweets. The person placing this order should obtain a notice of plant safety, in question, from the florist.

- Sharkeys Sweets is not responsible for any damage to the cake caused by the placement of flowers by another party or other items on the cake.

Allergens

- Dessert products may contain allergens such as: milk, wheat, nuts, soy, etc. Customers should inform guests of allergens and Sharkeys Sweets is not liable for allergic reactions. Sharkeys Sweets will provide ingredient lists of purchased goods so that the customer is aware of all potential allergens.

Design Variations

- Every effort will be made to provide the dessert(s) the customer has ordered and the way they were drafted/designed. However, desserts are an art form and no cake/cookie order will ever be exactly alike due to the hand-made nature of the dessert. Slight variations in design, color, or other details may be made for artistic reasons.

Food Coloring

- Food coloring in some shades, particularly darker shades, may cause temporary staining on teeth, skin, clothing, or other materials. Sharkeys Sweets is not responsible for any cleaning or damage costs incurred from food coloring.

Refund Policy

- In case of emergency, please contact Sharkeys Sweets immediately so we may address any issues. If you are dissatisfied with your order for any reason, you must notify us the day of your order pickup and explain the situation.

Obligation to Customer

- Every effort will be made to fulfill the terms of this agreement. If something should happen that renders Sharkeys Sweets unable to do so (illness, accident, major storm, Acts of God, family emergency, or other causes beyond our control), the customer's payment will be refunded in full (including deposit). Should an order need to be canceled, Sharkeys Sweets will notify the customer immediately and assist with finding an alternate qualified baker when possible.