

General Sale Terms & Conditions

By placing an order with us and making payment in part or full, you agree to all the following terms and conditions in full. All sales made with Cakes by Drew are covered by the following T&Cs. Additional T&Cs may apply to individual items and will be stated on the item pages or communicated during the sale process. All terms and conditions are subject to change at any time.

“We”, “Us” & “Our” used within this document refers to the entity Cakes by Drew.

1. Order confirmation, cancellation and changes

1.1 Orders are not confirmed until full payment or an agreed deposit has been made, whichever is stated on your invoice.

- a. If the full payment or deposit has not been received by the due date (stated on the invoice) your order will be cancelled.
- b. Our standard invoice terms are: 20% deposit upfront, with the balance due 28 days prior to fulfilment, unless otherwise explicitly stated.
- c. Orders made with less than 28 days notice are due upfront, unless otherwise stated.

1.2 All amounts owing and payment due dates will be clearly stated on your invoice as well as communicated during the ordering process.

- a. It is your responsibility to adhere to the payment schedules. If there are any concerns or confusion please get in contact for clarification.
- b. You may pay the invoice balance in instalments.
- c. If a deposit has been paid, the remaining balance must be paid by the stated due date.
- d. If you fail to pay the invoice balance by the due date, your order may be cancelled. We will attempt to contact you to arrange payment to avoid this wherever possible.
- e. If the balance is more than 7 days overdue and we have been unsuccessful in contacting you and collecting payment, the order will automatically be cancelled and any amounts paid forfeited as per our cancellation policy below.

1.3 All deposits are non-refundable, including the "Save the Date" booking fee available to purchase from our online store.

- a. All deposits and booking fees paid to confirm and secure an order with Cakes by Drew are non-refundable.
- b. You may transfer your deposit or booking fee to another date with 28 or more days notice from the originally booked date.
- c. All deposits and booking fees can only be transferred once, up to a maximum 12 months from the originally booked date.
- d. The new date is subject to our standard availability and is not guaranteed.

1.4 Modifications to your order (size, flavour, design) can be made up until the order cutoff (28 days prior to fulfilment).

- a. Once the full balance is paid or you have reached the order cutoff date, the order is considered finalised and cannot be modified.
- b. You may request to modify a finalised order subject to;
 - i) Change of order fees, calculated at a rate of 10% of the total order and must be paid before any changes can be made.
 - ii) Any requests must be made at least 7 days prior to fulfilment.
 - iii) Cakes by Drew reserves the right to refuse any changes requested.

1.5 Date changes may be requested with at least 28 days notice.

- a. An additional deposit may be required to secure the new date.
- b. New dates must be within 12 months of the originally scheduled date.
- c. You may only change the date once.
- d. The new date is subject to our standard availability and is not guaranteed.
- e. If we are unable to accommodate a change of date, you may keep the original date or cancel your order subject to our cancellation policies below.

1.6 Cancellations within 28 days of the booked date will be charged a 50% cancellation fee.

- a. Calculated as 50% of the full invoiced amount.
- b. Any refunds due as a result of a cancellation are subject to our refund policy below.

1.7 Cancellations made within 14 days of the booked date will be charged a 100% cancellation fee.

- a. Calculated as 100% of the full invoiced amount.

1.8 Cakes by Drew may need to cancel your order due to a personal injury, sickness, mechanical/equipment failure or other significant event that may prevent us from fulfilling our role as your baker.

If Cakes by Drew is unable to fulfil your order, we will;

- a. Notify you immediately and assist where reasonably possible to find a replacement baker, and
- b. Issue a full refund,

2. Refunds & Store Credit

2.1 Any refunds payable will be processed within 24 hours to your original payment method.

- a. The funds are usually available within 1-3 business days after we initiate a refund however, may take up to 14 days depending on the payment method used.
- b. If you haven't received your refund within 14 business days, please get in contact so we can assist you swiftly.

2.2 Refunds may incur a transaction fee depending on the original payment method used.

- a. Our online payment gateways do not refund the transaction fee charged to us when we issue a refund. When refunding any monies paid we can only refund the total amount paid minus any fees directly associated with the transaction that we cannot recover.
- b. These fees vary based on the transaction amount and payment method used but are calculated at 1.9% (card payments), 2.7% (PayPal payments) and 6% (Afterpay Payments) of the order total.
- c. This policy only applies when a full refund is requested by you.
- d. We encourage you to create a store credit to use towards a future order to avoid losing the transaction fee (see below).
- e. If a refund is initiated by us and not at your request, we will refund the full amount including the fee.
- f. Payments made via cash or bank transfer are not subject to any transaction fees and can be refunded in full.

2.3 Store credit is any payment you have made to us that we hold on your behalf as a result of a cancelled order, when you have chosen not to receive a refund.

- a. We hold this credit so you avoid the loss of any transaction fees associated with your original payment.
- b. Store credit must be used within 3 months of the credit date unless explicitly stated by us.
- c. Store credit must be used in one transaction unless otherwise stated by us.
- d. Any credit that remains after 3 months (or the otherwise stated expiration date) will be forfeited.
- e. You may request a full refund (subject to our standard refund policies above) at any time before the credit expiration date if you no longer wish to use our store credit option.
- f. If you request store credit for a cancelled online order, you will receive the store credit as a coupon code that can only be redeemed towards another online sale that is of the same or greater value than the original order.
- g. You cannot split a store credit coupon across multiple orders unless explicitly stated by us.

3. Faulty or damaged products

“Left our care” refers to after you have collected your order from our kitchen, we have successfully delivered to you, or a venue has taken receipt of the order.

3.1 Due to food health and safety, we cannot accept returns of our goods after they have left our care.

3.2 If there is a genuine error in your order or you have received a product that is of unsatisfactory condition we will do everything within our capacity to rectify this issue as soon as possible.

- a. Genuine error refers to incorrect product received, ie size, flavour, colours or decorations. Unsatisfactory conditions refers to damaged or spoiled (expired) products.
- b. It is the customers responsibility to contact us immediately if any of the above issues are present or suspected so we can address the concerns promptly.
- c. Cakes by Drew may be unable to adequately assess, verify or rectify issues if there has been significant time since the product has left our care.
- d. Cakes by Drew is not liable for damage or spoilage due to incorrect transportation and/or storage.
- e. Rectification may include a full or partial refund, and/or a replacement if applicable.

3.3 All goods must be kept refrigerated below 5°C and must not be left unrefrigerated for longer than 4 hours before consumption.

- a. Correct storage instructions are provided with every cake order.
- b. Failure to adequately store your products may result in food spoilage, damage and/or illness.

3.4 Products are best consumed within 48 hours of pickup/delivery.

- a. Cupcakes are best consumed within 24 hours of pickup/delivery.
- b. Cakes, when stored according to our instructions, can be safely consumed up to 5 days after fulfilment.

3.5 Cakes by Drew cannot be held responsible for damage to your order or any illness caused as a result of incorrect transport or storage AFTER it has left our care.

4. Dietary Concerns

4.1 Cakes by Drew supplies Nut, Egg, Dairy and/or Gluten-free products for sale.

- a. While every care is taken to produce a safe product with the strictest of food safety policies applied, there is a risk of cross-contamination due to all products being prepared and stored in one kitchen.
- b. Cakes by Drew cannot and does not guarantee a 100% allergen-free product and cannot be held liable for any illness caused by an intolerance/allergic (or otherwise) reaction after consuming our products.
- c. Persons with anaphylaxis, coeliac or other intolerances consume our products at their own risk.

5. Pickup & Delivery

Please make yourself available and ready to receive/collect your order at the specified place and time. It is your responsibility to contact us if you become unavailable or need to reschedule for any reason. We will always do our best to accommodate your needs.

5.1 Pickup

- a. If you do not arrive at your scheduled pickup time (and have not notified us beforehand), we may not be present or available;
- b. Similarly, if you arrive after business hours and are late for pickup, we will be unavailable until the next business day.
- c. In the event we are not present due to an uninformed late pickup, you will need to arrange a new pick-up time subject to our availability & standard business hours.
- d. Cakes by Drew will attempt to contact you once using the primary contact method provided to us and hold all orders for a maximum of 24 hours after the scheduled pickup date.
- e. We reserve the right to resell any items (where appropriate) after this time without contacting you again.
- f. Due to the perishability of our products, you will not be able to collect an order after 48 hours from the date it is made
- g. Cakes by Drew will not facilitate a pickup outside of our standard business days without express permission, and an additional fee may be applied to your order to facilitate an "out of hours" pickup.
- h. Refunds will not be given if you fail to collect your order.
- i. Cakes by Drew will not be held responsible and no refund will be issued for any loss, damage or deterioration to your order, disruption or loss to events or any other inconvenience caused as a result of a no-show/late pickup.

5.2 Delivery

- a. We are unable to specify an exact delivery time, as all deliveries are performed together.
- b. Cakes by Drew will not proceed with the delivery if no one is present to receive the order.
- c. You will be contacted promptly if delivery was not possible.
- d. Any items unable to be delivered can be collected from our kitchen during our normal pick-up hours.
- e. Cakes by Drew will not reattempt delivery at another time.
- f. Responsibility falls to you to arrange collection and your delivery fee is forfeited.
- g. If "no contact" delivery is requested, we will leave the order in a safe location near the front door (unless instructed otherwise).
- h. We cannot be held responsible for any damage or spoilage that may occur to a product that is delivered and left as a "no contact" delivery.

6. Terms and Conditions for Website Sales (Appendix 1)

These are in addition to the General Sale Terms & Conditions. If there is a conflict, the policy stated in this appendix will override the original. "Website sales" refer to any sale made and paid for online from www.cakesbydrew.com using our online store. Appendix 1 DOES NOT apply to any order where an invoice has been issued by us.

6.1 Orders placed online are considered finalised as full payment is made at the time of booking.

6.2 Website sales may be cancelled up to 7 days before the booked date without any cancellation fees.

You may request to change the pickup/delivery date or receive a full refund (as per our refund policies stated in section 2).

6.3 Cancellations made within 7 days of the booked date are subject to a 50% cancellation fee.

6.4 Cancellations made within 3 days of the booked date are subject to a 100% cancellation fee.

6.5 Cakes ordered online cannot be customised in any way outside of the preset options given.

6.6 Cakes ordered online cannot be modified after purchase.

Cakes by Drew has created a wide selection of customisable cakes available to purchase online with simple and structured pricing offered at a reduced rate. For this reason, it is not possible to further customise or modify cakes after you have placed an order online.

6.7 The "Save the Date" booking fee is non-refundable.

You may transfer the booking fee to another date with 28 days notice from the originally booked date (new date subject to our standard availability).

6.8 Website Coupons

- a. We may offer discount coupons for website sales.
- b. These coupons apply to website sales only and cannot be used towards any other order unless specifically stated in writing by us.
- c. Coupon discount value or percentage will be clearly advertised.
- d. Coupons cannot be used with any other offer or discount offered by us.

6.9 Loyalty Rewards (The bottomless Cake Box & Crumbs)

- a. Cakes by Drew's offers a loyalty program (The Bottomless Cake Box) designed to reward returning online customers with discounts.
- b. For every \$1 spent online, you will earn 1 point (crumb). We may from time to time offer bonus points to site members at our discretion.
- c. Points can be redeemed for discounts on future online orders.
- d. This loyalty program is exclusively for website sales and cannot be earned or redeemed with any sale outside of our website.
- e. To accumulate and redeem points, you must sign up and become a site member.

6.10 Electronic Gift Cards (eGift Cards).

- a. eGift cards are available to purchase on our website and they can only be redeemed for online purchases made via our website.
- b. All eGift cards purchased from our website have an expiration of 3 years from the purchase date, according to the Australian Consumer Law.
- c. eGift cards received as part of a promotion, donation or give away have an expiration date of 1 year from the issuing date, unless otherwise stated.
- d. The balance of eGift cards can be used against one or multiple purchases online.
- e. The balance cannot be exchanged for cash or cash equivalents.
- f. Purchases made using an eGift card are treated the same as all other online sales.

7. Workshops & In Person Events (Appendix 2)

Cakes by Drew hosts a variety of workshops onsite for participation by the general public.

7.1 All workshops and in person events are to be booked through our online booking portal, where full payment is made upfront.

7.2 Cancellation of your tickets to participate in a workshop or event is subject to our cancellation policy below;

- a. Tickets may be cancelled and entitled to a full refund with at least 2 weeks notice.
- b. Tickets cancelled within 2 weeks of the scheduled workshop or event will be subject to a 50% cancellation fee.
- c. Cancellation within 48 hours of the workshop or event, including a no show, are subject to a 100% cancellation fee (No refund given).
- d. Our standard refund policy applies, as stated above in section 2.

7.3 Tickets may be transferred to a different event date:

- a. If 5 or more days notice is given without paying additional fees, and
- b. You may only transfer to an already scheduled workshop or event as we will not hold booking fees.

7.4 Additional details and policies will be clearly stated on our booking portal, specific to each workshop or event.

7.5 If Cakes by Drew needs to cancel a workshop or event, you will be entitled to a full refund or offered a ticket for a different date.

7.6 Cakes by Drew may need to change the start or finish times of a workshop or event.

- a. Any changes will be communicated to paid participants as soon as possible.
- b. If you're unable to attend due to a change made by us, you will be entitled to a full refund, or transfer to another workshop or event.

7.7 Workshops may run overtime due to unforeseen circumstances.

- a. While we will attempt to ensure workshops run to time, there may be times where it is advantageous to extend the workshop.
- b. We will communicate as soon as possible if it appears a workshop may run overtime and offer to expedite & assist participants who need to leave on time.

7.8 All participants assume responsibility for their own safety and the safety of others during workshops and events.

- a. Cakes by Drew aims to provide a safe and respectful workspace however there is always a risk of injury when working within a commercial kitchen space.
- b. Risks include, but are not limited to slips/falls, burns & cuts.
- c. Appropriate first aid supplies are available onsite, and our staff have undergone basic first aid training.
- d. If you are injured or become unwell during a workshop or event, please notify staff immediately so we can assist you promptly.

7.9 Cakes by Drew operates in a commercial kitchen where strict food safety & personal hygiene standards apply.

- a. By participating in a workshop or event held onsite, you are required to follow any and all instructions relating to food safety and personal hygiene given to you by our staff.
- b. You will be removed from the kitchen if you actively choose not to adhere to these instructions.

7.10 Cakes by Drew reserves the right to remove any participant who is disruptive or disrespectful towards staff or other participants.

- a. Participants asked to leave will not receive a refund and will be prevented from attending any future workshop or event.

7.11 Any information, tips and tricks given during a workshop or event are considered trade secrets and cannot be used or sold for commercial benefit by any participant without the express written consent from the instructor & Cakes by Drew.

8. Wedding Cake Special Offer (Appendix 3)

By paying for your wedding cake in full within 7 days of your initial quote, we will discount your order by 10%. By paying the discounted rate, you agree in full to these special conditions of sale.

8.1 The 10% discount applies to the order when the payment is;

- a. Made in full, &
- b. Received within 7 days of the initial quote/proposal is sent, &
- c. Your wedding date is between 2 and 12 months from the date of payment.

8.2 The full payment is non refundable.

- a. Cancellations made at any time will not receive a refund.

8.3 Modifications to your order (size, flavour, design) are permitted prior to the order finalisation date.

- a. The order finalisation date is set 28 days prior to fulfilment
- b. You may request to modify a finalised order subject to;
 - i) Change of order fees, calculated at a rate of 10% of the total order and must be paid before any changes can be made.
 - ii) Any requests must be made at least 7 days prior to fulfilment.
 - iii) Cakes by Drew reserves the right to refuse any changes requested.

8.4 Date changes may be requested with at least 28 days notice.

- a. An additional deposit of 20% is required to secure the new date.
- b. New dates must be within 12 months of the originally booked date.
- c. You may only change the date once.
- d. The new date is subject to our standard availability and is not guaranteed.

8.5 Cakes by Drew may need to cancel your order due to a personal injury, sickness, mechanical/equipment failure or other significant event that may prevent us from fulfilling our role as your baker.

If Cakes by Drew is unable to fulfil your order, we will;

- a. Notify you immediately and assist where reasonably possible to find a replacement baker, and
- b. Issue a full refund,

8.6 Refer to sections 2 - 5 for all other T&Cs