

LEGACY Sweets



TERMS OF SERVICE

Thank you for choosing Legacy Sweets!

These terms of service ("these Terms") represent the Agreement between Legacy Sweets, LLC. ("us," "our," "we") and the Customer ("You") (individually, "Party", jointly, "Parties").

PLEASE READ these Terms!

By making a payment for your order, you represent and warrant that you have the authority to be bound to these Terms. Accordingly, YOUR PAYMENT SERVES AS A SIGNATURE!

Please review your invoice, the date, the cake flavor, filling, size, design and all details. This is the final decision made by both parties on the final look of the cake. If you do not agree to any of the provisions herein, you are welcome to decline the order. But keep in mind these Terms of Service are strongly enforced by Legacy Sweets, LLC.

1. COVID-19

Due to the ever-changing nature of COVID-19, federal, state and local governments through their health agencies have issued several directives which prohibit congregation of groups of people. This has been occasioned by the fact that COVID-19 is highly contagious and has been proven to spread mainly through person to person contact. In light of the foregoing, in the circumstance your event is cancelled, postponed or rescheduled pursuant to a COVID-19 related directive issued by any government entity, we will honor your payment made as a cake credit up to 1 (one) year. You are free to use this credit for any upcoming event; however, the date must be subject to Legacy Sweets' calendar.

For the purposes of this clause, to postpone shall mean to put off an event, or an appointment while to reschedule shall mean to schedule again with a new time and date set.

2. DEPOSIT

2.1 A 50% non-refundable deposit/full payment is due at the time of the booking in order to secure the date.

2.2 Your order is NOT confirmed until this deposit/payment is received.

2.3 Your spot on the date of your event may be issued to another client in the event your deposit is not received.

3. NO REFUNDS

In no event shall we be required to refund any payment charged for any Order. The sole remedies available to you in the event you cancel the order, or your event is postponed or rescheduled, are a credit on future invoices.

4. FINAL PAYMENT

4.1 Final payment for your cake is required no later than seven (7) days before pick-up or delivery.

4.2 We are not obligated to remind you about payment of the final payment within the specified period.

5. CHANGES

We may amend the Terms at any time. The revised version will be effective at the time we post it. If we change the Terms in a way that reduces your rights or increases your responsibilities, we will provide you with a notification.

6. DISCLAIMER(S)

6.1 Our Kitchen is NOT NUT FREE! Our products may contain or come in contact with milk, wheat, nuts, soy & other allergens. You agree to notify your guest of this risk & hold us harmless for allergic reactions.

6.2 MACARONS are made with ALMOND FLOUR.

6.3 You are also acknowledging & responsible for all NON-TOXIC items you chose for this order such as highlighter dust & disco dust. They are not edible but used for

enhancing decoration only.

6.4 GOLD, SILVER & ROSE GOLD & other colored HIGHLIGHTER DUST are NON-TOXIC!

7. YOUR OBLIGATION(S)

You are responsible for providing an appropriate and secure table/surface and environment for your order. Kindly do not place your cake outside for any outdoor event.

8. PACKAGING

At Pick up, your cake will be boxed up and secured for travel back to your destination. Please make sure your vehicle has room and preferably a flat surface to

sit the cake box down. All information regarding Traveling with your custom cake will be posted on the cake box.

9. LIMITATION OF LIABILITY

In no event will we be liable to you for any indirect, direct, incidental, special, consequential or punitive damage arising out of or relating to the cake once it leaves Destini's or the staff's possession.

10. APPLICABLE LAW

You agree that the laws of the State of Illinois without regard to principles of conflict of laws; will govern these Terms and any dispute of any sort that might arise between you and us.

11. DISPUTES

11.1 You are required to conduct your own due diligence and proceed with caution when making your orders.

11.2 We encourage you to try and settle conflicts with us by mutual communication. If for any reason this fails, you can seek judgment from any competent Court of law in the State of Florida.

12. INDEMNIFICATION

You agree that you will be responsible for your involvement with us when seeking our services, and you agreed to defend and indemnify us from and against every claim, liability, damage, loss and expense including reasonable attorneys' fees and costs, arising out of or in any way connected with the cake that you order.

13. COLOR MATCHING, ARTIST DESIGN AND DESIGN CHANGE

In the course of designing the cake, if there is need for any additions or reductions, Legacy Sweets has the absolute discretion to make the said changes and/or alterations in order to complete the cake.

14. INTELLECTUAL PROPERTY

As you are aware, photos for inspiration are welcome. However, Legacy Sweets cannot do exact replications of the designs requested from another cake artist.

15. CHANGES TO INVOICE

You understand that invoices are finalized.

Square (payment processor) does not allow you to make any changes to the invoice once the payment has been processed. It is your responsibility to make sure all details are correct before submitting a payment.

16. ACTS OF GOD/FORCE MAJEURE

In no event shall Legacy Sweets be responsible or liable for any failure or delay in the performance of her obligations hereunder arising out of or caused by, directly or indirectly, forces beyond her control, including, without limitation, strikes, acts of war or terrorism, civil or military disturbances, natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer services; it being understood that Legacy Sweets shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance of services as soon as practicable under the circumstances.

17. SICKNESS

You acknowledge that Legacy Sweets has the right to cancel the order in the event she becomes ill or has a family emergency. The Client will be contacted and informed of the same as soon as humanly possible. In addition to that the Client will receive a refund ONLY in such a circumstance.

18. SERVING SIZE

The guest servings for the cake will be exact per inquiry form. Legacy Sweets is not responsible for cake serving shortage.

19. ALLERGY RESPONSIBLE

You understand that it is your responsibility to inform Legacy Sweets prior to booking the order if there are any allergy concerns.

20. FLORALS

In choosing to have fresh flowers arranged on your cake, you acknowledge that fresh flowers are not food products, and may be toxic or contain pesticide/herbicide, residues, dirt, insects, and/or other contaminants. However, all responsibility for the freshness, color, overall condition, and cleanliness of the flowers rests with you.

21. ENTIRETY



These Terms, together with any other materials referenced in or expressly made a part of these Terms, constitutes the final and entire Agreement between you and us.