



Terms and Conditions

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Payment Agreement: An order will only be confirmed upon payment of the deposit due; all event orders require a deposit of 50% of the total balance due upon order placement in order to reserve your date. Deposits are used to align resources to meet order requirements and are **non-refundable**. Order balances are due no later than one week prior to the event date.

Cancellations

All requests for cancellations must be made in writing. Kindly give a **7 day notice for cancellation** of orders. All deposit monies paid are **non-refundable**. However, Dani's Desserts may transfer deposit monies paid to a future date or order at their discretion.

Outdoor Events and Weather

Dani's Desserts is **NOT** responsible for any weather damage to products after the client has taken possession. Dani's Desserts provides insight and guidelines to avoid adverse effects of various weather conditions as follows:

HEAT:

Buttercream/Whipped Cream/ Cream Cheese frosting can melt therefore are not recommended for outdoor events in temperatures exceeding 80 degrees (which is common almost all year around in Texas).

WIND:

Wind can push products over no matter how small or big. As well as blowing debris or bugs into cakes, cupcakes, and/or other desserts. Therefore, maintaining products in covered packaging until ready to serve is recommended in order to protect from unwanted debris.

*Dani's Desserts bakes with **ALL** varieties of nuts, wheat, dairy, eggs, soy, etc. We strongly caution individuals with food allergies against consuming our products.*



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RAIN:

Rain can change or melt colors or product structure. Maintaining products in a covered and dry location is recommended to avoid color or structure changes.

Allergies

Dani's Desserts provides products to accommodate client requests relative to specific food allergies. However, we are a facility that processes **ALL** varieties of nuts, wheat, dairy, eggs, soy, etc. Please use your best judgement for your own safety from food products produced in facilities of this nature.

Pick-ups

Dani's Desserts provides client pick-ups as requested and scheduled; client pick-ups will be available ON or AFTER the time specified on the order/ agreement. EARLIER pick-ups are accommodated ONLY as agreed to prior to pick-up. Dani's Desserts is **NOT** responsible for damage to product(s) after they leave our possession due to handling, storage, falling, weather exposure or other events. Once the client accepts the product box from the premises, Dani's Desserts will **NOT** be held liable for any occurrences that may happen thereafter.

To assist our clients in reducing the possibility of damage to Dani's Desserts products once they have left our facilities we have developed the following guidelines based on our years of experience:

Handling NO NO's:

Holding the product in your lap while driving; placing products on unlevelled seats in a vehicle; leaving products unattended in a vehicle; keeping products in vehicles for extended periods of time; placing products in an over filled trunk; not leveling and securing the product in a vehicle properly before traveling; placing the product where other objects can fall on it; placing the product around small children or pets and animals; holding the product box improperly (not from the center of gravity).

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Handling Tips:

Avoid the aforementioned handling techniques. Create a flat, cool and secure surface to place the product down while driving; transferring product from car to event location by center of gravity of product (typically the middle); maintain product in a cool environment to minimize potential melting of products; drive slowly and avoid abrupt stops and turns.

Delivery

In order to provide our clients with timely and accurate delivery Dani's Desserts requires accurate addresses (supported by maps if in more rural areas) to the location prior to delivery; this also allows for accurate delivery quotations so our clients don't experience any unexpected **charges**. To ensure client satisfaction, the client must be present at the delivery location at the scheduled time of arrival to allow Dani's Desserts to complete the delivery. A contact phone number of the person(s) who has appropriate access to the facility must be provided **at least 48 hours prior** to the scheduled delivery. If Dani's Desserts does not have access at the agreed time of arrival after **15 minutes** the product will be returned to Dani's Desserts' facilities and will be available for client pick-up at the discretion of Dani's Desserts. **Additional fees will apply to additional delivery efforts.**

Our products will be delivered to you in perfect condition and you or a designated person(s) will be asked to sign a delivery note to confirm this. As soon as the delivery driver has handed over the product to you, the product will be in full responsibility of the client and will **NOT** hold Dani's Desserts liable for any occurrence that may happen thereafter.

Refunds

The events surrounding a client request for a refund will be evaluated by Dani's Desserts on a case by case basis and will be at the full discretion of Dani's Desserts as to what, if any, refunds will be awarded. The 50% deposit payment will remain **NON-refundable**.

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Once the deposit is received for an order it is considered the client's acceptance in acknowledgement and agreement of both details provided in invoice and these Terms and Conditions. For any questions or concerns regarding these Terms and Conditions, please contact Leah Daniels at (210) 846-5938 or danisdesserts19@gmail.com.

Thank you for your business!

Leah Daniels

Owner of Dani's Desserts LLC

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