

# Terms and Conditions

Welcome to [misfitsbakerytx.com](https://www.misfitsbakerytx.com)

These terms and conditions outline the rules and regulations for the use of Misfits Bakery's Website, located at <https://www.misfitsbakerytx.com/>, and for orders placed to Misfits Bakery LLC.

By accessing this website or placing an order we assume you accept these terms and conditions. Do not continue to use [misfitsbakerytx.com](https://www.misfitsbakerytx.com) if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of us. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

## Cookies

We employ the use of cookies. By accessing [misfitsbakerytx.com](https://www.misfitsbakerytx.com), you agreed to use cookies in agreement with the Misfits Bakery's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

## Ingredients

All cakes, fillings, and icings may contain, or come in contact with, allergens such as soy, wheat, dairy, nuts or other basic allergens.

It is the responsibility of the Customer to inform me prior to the confirmation of their booking of any allergy issues. It is the responsibility of the Customer to inform their guests of all allergy information and accordingly the Supplier will not be held liable for any allergic reaction resulting from consumption of the cake.

All products are made to be eaten on the day of the celebration.

## ORDERS

We prefer at least fourteen (14) days notice for all orders, as we are continually booked in advance. We will however endeavor, where availability permits accept short notice cakes.

Any Products ordered from a picture or photo of a product produced by any other cake maker, can only be reproduced by us as our interpretation of that product and will NOT be an exact replica of the product in the picture or photo.

## DEPOSITS

A non-refundable deposit of 50% is required to hold your date within seven (7) days prior to pickup. Where we have delivered what is quoted and invoiced, but the Customer does not accept the finished Product, the deposit WILL NOT be refunded. The Customer can choose to pay the remainder and take the Product/s, or leave them at no extra cost.

## UNFORESEEN CIRCUMSTANCES

Where we cancel the booking due to illness or any other unforeseen circumstance that affects the ability to deliver the ordered Product, the deposit will be refunded within seven (7) days of notification to the Customer.

## FINAL BALANCE PAYMENTS AND PICKUPS

The balance is due on or before pickup date, and before the Product leaves the premises.

If paying by cash, correct change is appreciated, as we may not have the exact change on the premises.

If paying by internet transfer, the money needs to hit the account BEFORE the product leaves the premises.

It is the responsibility of the Customer to check the state of the product before leaving the premises. Once the item has left the premises, the Customer is responsible to ensure that products get to their destination safely and is stored as per our instructions to achieve best results for taste and quality.

## DELIVERY

We offer delivery for certain destinations. Delivery is charged at our discretion

Delivery will be carried out in a safe and appropriate manner. Once delivered to the customer and change of hands has been completed with the product in appropriate condition, it is then up to the customer to store and care for the cake as per our instructions. If anything is to happen to the cake after this exchange, we are not liable for any damages.

A delivery date and time will be agreed by both parties, and if the customer is not at location at this time and date, and we are not able to contact the customer, the product will be transported back to our premises and it will be the customer's responsibility to collect the product.

## PUBLICATION

We reserve the right to use any image of a Product made by us for publication at a later date.

## DAMAGE

If a third party will be collecting the cake on the customer's behalf, a release form is to be signed by that person, stating the cake is received in good condition at the time of pickup/delivery.

## PICKUP

The Customer is liable for any damage, accident, or mishap that may occur once the cake is released from the care and custody of the Supplier's. The Supplier is not liable for any damage that may occur thereafter.

## REFUNDS/CANCELLATION/POSTPONEMENT POLICY

### POSTPONEMENT

If, for any reason the event is required to be postponed, please contact me immediately. The new date proposed will be subject to availability.

### CANCELLATIONS/REFUNDS

If cancellation of the order is required, and you have paid your full balance, the refund policy is as follows:

If the cancellation is up to one (1) month in advance of your event date, you will receive a refund, less your initial deposit and the cost of any supplies already purchased for your cake.

If the cancellation is less than seven (7) days prior to your event, there will be absolutely no refunds given.

Refunds will be paid within 30 days of cancellation.

Please note: Any non-refunded balance may be credited toward future purchases.

### License

Unless otherwise stated, Misfits Bakery and/or its licensors own the intellectual property rights for all material on misfitsbakerytx.com. All intellectual property rights are reserved. You may access this from misfitsbakerytx.com for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- Republish material from misfitsbakerytx.com
- Sell, rent or sub-license material from misfitsbakerytx.com
- Reproduce, duplicate or copy material from misfitsbakerytx.com
- Redistribute content from misfitsbakerytx.com

This Agreement shall begin on the date hereof. Our Terms and Conditions were created with the help of the [Free Terms and Conditions Generator](#).

You hereby grant Misfits Bakery a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

### Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;

- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Misfits Bakery; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email to Misfits Bakery. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Misfits Bakery's logo or other artwork will be allowed for linking absent a trademark license agreement.

## iFrames

Without prior approval and written permission, you may not create frames around our Web Pages that alter in any way the visual presentation or appearance of our Website.

## Content Liability

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

## Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

## Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

## Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.