



# Terms of Service

Effective Date: November 8, 2024

Welcome to Fatcakes Cupcakes! These Terms of Service (“Terms”) govern your access to and use of our services, including catering orders, consultations, and any other offerings provided by Fatcakes Cupcakes LLC (“we,” “us,” or “our”). By placing an order or engaging our services, you agree to these Terms.

## 1. General Services

1.1 Fatcakes Cupcakes LLC specializes in dessert catering for small to large-scale events, including weddings, corporate events, parties, and other celebrations.

1.2 All services are subject to availability and confirmed upon acceptance of your order.

1.3 Clients must provide event details such as date, time, location, number of guests, and any specific dietary requirements during consultation.

## 2. Orders and Payments

2.1 Orders must be placed at least 30 days in advance of your event. Rush orders may incur an additional fee, subject to availability.

2.2 A non-refundable deposit of 50% is required to secure your booking. Your booking will not be confirmed until the deposit has been received. The remaining balance is due no later than 7 days before the event date.

2.3 Payment can be made via Credit/Debit Card. Failure to make timely payment may result in cancellation of your order.

2.4 Pricing is subject to change; however, quotes provided at the time of order confirmation will be honored.

## 3. Cancellations and Refunds

3.1 Cancellation requests must be submitted in writing. The following cancellation policy applies:

- 100% refund for cancellations made 30+ days before the event, minus the non-refundable deposit.
- 25% refund for cancellations made 14-29 before the event, minus the non-refundable deposit.
- No refunds for cancellations made within 14 days of the event.

3.2 The 50% deposit is non-refundable under all circumstances once paid.

3.3 In the unlikely event that we must cancel your order, you will receive a full refund of any payments made.



## **4. Allergies and Dietary Restrictions**

4.1 While we strive to accommodate dietary needs (e.g., gluten-free, nut-free, vegan), our kitchen processes items containing allergens. We cannot guarantee that products will be free of cross-contamination.

4.2 Clients are responsible for disclosing any known dietary restrictions or allergies at the time of consultation.

## **5. Delivery and Setup**

5.1 Delivery and setup are available for catered events. Fees are determined based on location and event complexity.

5.2 Fatcakes Cupcakes is not liable for desserts once they are delivered and signed off by the client or event coordinator.

5.3 Clients must ensure a clean, safe space for setup and storage of desserts to maintain quality.

## **6. Client Responsibilities**

6.1 The client is responsible for providing accurate event details and communicating changes promptly.

6.2 Clients agree to use our products as intended and not resell them without prior authorization.

## **7. Liability**

7.1 Fatcakes Cupcakes is not responsible for:

- Damages to desserts after delivery or handoff.
- Adverse reactions to our products due to undisclosed allergies or dietary restrictions.
- Event cancellations caused by circumstances beyond our control (e.g., natural disasters).

7.2 Our liability for any claim is limited to the total amount paid for your order.

## **8. Intellectual Property**

8.1 All branding, logos, and designs created by Fatcakes Cupcakes remain our intellectual property and may not be used without prior written consent.

## **9. Dispute Resolution**

9.1 In the event of a dispute, parties agree to first attempt resolution through good-faith discussions. If unresolved, disputes may be handled through mediation or arbitration in Maryland.

## **10. Updates to Terms**

10.1 Fatcakes Cupcakes reserves the right to update these Terms at any time. Changes will be posted on our website and take effect immediately for new orders.



## **11. Contact Us**

If you have questions or concerns, please contact us at:

Email: [fatcakescupcakes@gmail.com](mailto:fatcakescupcakes@gmail.com)

Phone: (202)-821-7954

Address: Capitol Heights, MD 20743