



**Loungin' Cake LLC**  
NYC Custom Cakes | Showpieces | Pastry Items

Store Policy

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Any and all submitted orders, deposits and balances made regarding your order constitutes acknowledgement and agreement to the terms, conditions, and information that follows below:

### **Order Terms**

All order details are as confirmed by your invoice (in conjunction with your corresponding order form and our store policy).

Any specifications for your order that differ from the information found in any of the places listed above will be listed on your invoice as confirmation and reference.

If any changes must be made, the final payment date is the final date to request. The date will be indicated on your invoice. Changes made will incur a fee at LoungIn' Cake LLC's discretion.

LoungIn' Cake photographs all cake orders and reserves the right to use any photograph for display or promotion without compensation to you.

### **Cupcakes**

LoungIn' Cake flavors are available in any size, although the design of each cake may not be exactly identical due to both size and individuality.

All of LoungIn' Cake Cupcakes have an artistic component. If you, however, would like to get extra-artsy and have an additional component, it is available for an additional fee. You can find information on our custom orders page or contact LoungIn' Cake.

### **Cakes**

LoungIn' Cake considers all cakes not available for purchase on our site custom cakes, as each one is made especially for you. Custom Cakes are always available and can be inquired on our custom orders page. We ask that we have at least two weeks notice, but we won't mind staying up over night to complete a rush cake, for an additional fee, beginning at \$35. All cake tiers consist of 4 layers of cake with filling in between each layer, unless requested. Each layer of cake is approximately 1 inch wide with a 1/4 - 1/2 inch layer of filling in between. Pricing for these cakes are on a case to case basis, due to size, style, flavors, labor intensity, etc.

All cake orders start with a design agreement. However, from time to times unavoidable issues may arise during the cake creating process. In those instances, I reserve the right to make changes to ensure the best quality cake for the customer, and you will be informed that a change has been made.

### **Rush Orders**

All orders placed within 1 week of pickup/delivery date are considered rush orders. Rush orders are subject to a rush fee at LoungIn' Cake's discretion and must be paid within 24 hours of receiving your invoice Your order will not be started until payment is received. For next day rush orders, all details and payments must be confirmed by 2 pm.

### **Payment**

Any payment to LoungIn' Cake LLC serves as your agreement to the Policies, Terms and Conditions set. If you do break these terms and conditions, you agree to pay all costs associated with filing a civil suit on our part.

All orders require a 40% non refundable deposit to reserve your order as "booked". For orders \$100+, 75% of the order must be paid one week prior to pickup/delivery date. For all orders, the balance is due by the date stated on your invoice, unless other terms are discussed and approved by LoungIn' Cake LLC. Reminders will be sent out one day prior to payment due dates. If payments are not made on schedule, your order will be cancelled and the deposit will not be returned.

Please do not place an order if you are not willing, or prepared to make a payment. If you are just inquiring, please text to schedule a consultation.

### **Cancellations**

Contact us directly for cancellations. All deposits are non-refundable. Any orders cancelled within 3 days of pickup/delivery date will not be refunded.

## **Refunds**

Full refunds are available if we fail to have cake ready for pick up/delivery on the requested date specified at time of order. This does not include issues with Mother Nature out of our control.

We do not provide discounts for:

Wrong information given including date, location, or time.

Wrong flavor order and confirmation

Misunderstanding about cake design, after all paperwork and consultations have happened, and everything has been solidified and confirmed by the client.

Once all orders are confirmed, a copy of all the information is sent to the contact. This provides ample opportunity between consultation date and event date to amend all issues.

## **Pick-Up Policy**

LoungIn' Cake provides free pick-up services for all orders.

When orders are being placed, please request pick up date and time. If no time is requested, default pick up time will be 2 pm. If there are any issues, Danae will contact you to make alternative arrangements.

24 - 48 hours before pick up time and date, Danae will reach out to once again confirm pickup date and time. Orders must be picked up at the agreed upon time on the Pick-Up Date. If you are late by over 20 minutes picking up your order, there will be a \$20 fee, with a \$15 price increase every additional 10 minutes. This fee must be paid upon arrival, before products are handed to the client. If rescheduling must take place, contact at least two hours before original pick-up time. Please be considerate of time; your lateness affects the entire schedule for the day.

Once the customer receives the order via pickup, LoungIn' Cake LLC is no longer responsible for damage to the product under any circumstance. The customer will not be entitled to a refund or credit of any kind due to damage by the customer or in any other circumstance.

In the case that you miss pickup. LoungIn' Cake will contact the client ONE TIME to arrange an alternate pickup date and time. After that attempt, it is the client's responsibility to reach out and

arrange an alternative pick up time. All orders will be kept for 1 week from original pick up date and time if no alternative time has been requested, before being disposed of. Any payments made regarding this order will not be refunded.

### **Delivery Policy**

Delivery is always available within Brooklyn and Manhattan for cupcake orders, and may be available within other boroughs for an additional fee. To arrange delivery please contact us directly. Cake delivery fees are determined on a cake to cake basis, as cake design can affect delivery time, effort, and personnel required to perform the delivery. Cake delivery requests must be made when placing the order; price will include both delivery and set-up fees. Time and address confirmation must take place no later than one week before delivery date.

### **Shipping Policy**

LoungIn' Cake Products are available for shipment within the United States for an additional fee. All site items available for shipping will be specified. If there is a specific date you would like your items to be received, please add this information to the notes section at online checkout.

All shipped items are prepped, frozen, insulated, and sealed for up to 3-days of shipping. Once your order has been fulfilled and shipped, you will receive a confirmation email providing you with a tracking number to check the status of your order. You will also receive an additional email from LoungIn' Cake with pictures of your order and packaging.

Please understand that LoungIn' Cake LLC does not have its own shipping service and works with the local Postal Service; some things are out of our control.

LoungIn' Cake is not responsible for damaged products due to the mishandling by postal systems, for example extended shipping days, crushed boxes, etc. If you believe your package was mishandled by the postage system, please file a claim with them directly. Your products are insured for up to the amount you purchased them for.

If an issue arises with your order that you believe LoungIn' Cake LLC is responsible for, please contact us directly with your order details, your claim and photos to support your claim, and await review of your claim. If your claim is approved, you will receive store credit. If you

receive the wrong item, please send an email with a photo of the item to [loungin.cake@gmail.com](mailto:loungin.cake@gmail.com) and the correct item will be sent to you. Shipping costs are non-refundable so please keep this in mind when submitting a claim.

### **Product Temperature**

Any cake placed in 68+ degree weather during an event has the possibility of melting or deforming due to the heat. LoungIn' Cake is not liable for a cake once it has been delivered or picked up.

If you are planning to serve your cake on the same day it arrives, keep it in a cool place, or refrigerate it.

Avoid direct sunlight. Daylight and fluorescent lights can fade the color of your cake decorations and cause severe melting.

If you are planning to store it for more than a day, refrigerate it in a cardboard box (to absorb moisture).

All cakes are refrigerated for several hours before the ordered pick-up/delivery time. Cakes are best enjoyed at normal room temperature, unless it contains fresh fruit or egg-based fillings, then it must be refrigerated.

Remove cake from refrigeration up to 1 hour before event time to thaw to room temperature.

### **Allergies**

All products may contain or come into contact with milk, wheat, nut extracts, soy, flour (gluten), chocolate, food dyes, as well as other known allergies.

If allergies are not previously shared, you agree to notify your guests of this risk and hold us harmless for allergic reactions.

If allergens are discussed during the order process, it will be noted on your invoice.

### **Additional Services**

Ms. LoungIn' is a certified Pastry Artist and can do a lot more than just cakes! If you would like to add-on additional pastry items, or have a specific request, please ask! If our availability and

resources, upon time of request, allows us to be of service to you in that specific area, we will be more than happy to do so!

### **Privacy and Safety**

All information collected by LoungIn' Cake from you is used for the sole purpose of helping you! No information collected will be given to others or used by LoungIn' Cake for any reason besides fulfilling your order or contacting you regarding it.

Your privacy as LoungIn' Cake customers is of the highest importance to us and we will always do our very best to protect it! If you have any additional questions, feel free to contact us.

### **Payment Methods**

- Credit / Debit Cards
- PAYPAL
- Square
- Offline Payments (for orders placed offline)

### **Contact**

LoungIn' Cake is committed to serving you. Feel free to contact LoungIn' Cake with your questions, concerns, and inquiries.

THANK YOU FOR YOUR BUSINESS! KEEP LOUNGIN'!