Sweet Exchange Cakery

Terms & Conditions

Effective October 2026 | Version 1.3 | ABN 86 055 374 220

Thank you for choosing Sweet Exchange Cakery. Every order is handcrafted with care, and these Terms & Conditions are designed to ensure a smooth and enjoyable experience for everyone.

1. Definitions

In these Terms & Conditions: "Sweet Exchange Cakery", "I", "my" or "me" refers to Sweet Exchange Cakery. "Customer", "you" or "your" refers to the person or business placing the order. "Products" refers to all cupcakes, cake pops, cake pucks, cakesicles, desserts, corporate products and any other goods supplied by Sweet Exchange Cakery.

2. Ingredients, Allergies & Dietary Information

My Products are prepared in a kitchen that handles ingredients including, but not limited to, wheat, gluten, dairy, eggs, soy, peanuts and tree nuts. While every care is taken when preparing special dietary orders, I cannot guarantee that any Product is completely free from allergens due to the risk of cross-contamination. Sweet Exchange Cakery also relies on ingredient and allergen information supplied by manufacturers and cannot guarantee the complete absence of allergens. It is the Customer's responsibility to advise me of any allergies, intolerances or dietary requirements before placing an order and to ensure anyone consuming the Products is made aware of the relevant ingredient and allergen information. Products advertised as gluten free, dairy free or suitable for another dietary requirement are intended for people with dietary preferences or intolerances only and are not recommended for anyone with a severe allergy or anaphylaxis. My Products are made fresh to order for your celebration. For the best flavour and quality, I recommend enjoying them on the day of your event; however, when stored in accordance with my care instructions, they can generally be enjoyed for 3-4 days.

3. Quotations & Pricing

All quotes are valid for 7 days from the date of issue. Quotes are based on the information supplied at the time of enquiry and may be revised if order details change. A quote does not reserve your requested date. For orders placed through the online shop (including The Sweet Drop), bookings are only confirmed once full payment has been received. For custom cakes and individually quoted orders, see Section 5. Availability is subject to existing bookings. If your requested date becomes unavailable before payment is received, Sweet Exchange Cakery reserves the right to decline the order. Price Changes: Sweet Exchange Cakery reserves the right to amend pricing at any time without notice. Once a quote has expired, any revised quotation will be based on current pricing.

4. Ordering

I recommend placing orders at least 7 days before your required collection or delivery date. I will always do my best to accommodate last-minute orders where availability permits. Rush Orders: Orders accepted with less than the recommended notice period may incur a rush fee. Acceptance of rush orders is subject to availability and production capacity. Order Accuracy: Customers are responsible for reviewing and confirming all order details prior to payment, including names, dates, spelling, quantities, flavours, colours, dietary requirements, delivery details and design selections. Once an order has been confirmed, Sweet Exchange Cakery cannot accept responsibility for errors or omissions that were approved by the Customer. Design, Colour Variations & Creative Licence: All Products are handmade and individually decorated. While every effort will be made to closely match your requested colours, theme and overall design, exact colour matching cannot be guaranteed. Colours may vary due to edible colouring, lighting, photography, printed materials and differences in screen displays. Inspiration images are welcomed and are used as a guide only. Sweet Exchange Cakery will create its own interpretation of any design and reserves the right to apply artistic and creative licence when producing your order. I will not produce an

exact replica of another creator's work or any design that infringes another creator's intellectual property. As each Product is handmade, slight variations in colour, decoration, size, finish and design are to be expected and are not considered faults or defects. These variations make every order uniquely yours. Customer-Supplied Decorations: Where Customers provide toppers, edible images, decorations or any other items to be incorporated into an order, Sweet Exchange Cakery accepts no responsibility for the quality, suitability, safety or condition of those items, nor for any damage that may occur during assembly, handling or transport. Licensed Images & Characters: Where Customers request licensed characters, logos, edible images or other protected artwork, the Customer confirms they have obtained any necessary permission, licence or authority for its use. Sweet Exchange Cakery accepts no liability for any copyright or trademark infringement arising from Customer-supplied artwork or requests.

5. Payment

Online shop orders (including The Sweet Drop): Full payment is required at the time of ordering to secure your booking. Orders are not confirmed until payment has been received. Unpaid invoices may be cancelled without further notice if the requested date is required for another Customer. Custom cakes and individually quoted orders (including bespoke cupcake, celebration and corporate quotes): Your quote will state whether full payment or a deposit is required, the amount due now and, for deposit quotes, the date the remaining balance is due. I only issue quotes for dates I can fulfil. Your quoted booking automatically confirms once the required deposit or full payment has been received and verified. Card payments must be verified server-side; bank transfers confirm only once I verify and record received funds. Selecting bank transfer or a pending card payment does not confirm a booking. No separate manual booking confirmation is required. Until then, your order remains awaiting payment and your date is not secured. An unconfirmed order with an overdue required payment remains awaiting payment until it is received or I cancel the order. For a deposit-confirmed booking, the outstanding balance remains due on the quoted date; a subsequent balance payment sends a final paid receipt, not a second booking confirmation.

6. Changes to Orders

Minor changes may be possible depending on the stage of production. Requests to change colours, flavours, quantities, delivery details or designs are subject to availability and may incur additional charges. Once production has commenced, significant changes may not be possible.

7. Cancellations & Refunds

Online shop orders (including The Sweet Drop): As all Products are custom-made to order, cancellations are subject to the following conditions: More than 14 days before your collection or delivery date: If you cancel your order, a refund will be issued less 50% of the total order value. This amount is retained to cover administration, planning, the reservation of your production date and any non-recoverable costs already incurred. Within 14 days of your collection or delivery date: No refund will be provided, as your order will have entered production and your production date has been reserved exclusively for your booking. If Sweet Exchange Cakery is unable to fulfil your order due to illness or another unforeseen circumstance: A full refund will be provided, unless the order is rescheduled by mutual agreement. Refunds will be issued via bank transfer only. The Customer is responsible for providing correct bank account details to Sweet Exchange Cakery. I accept no responsibility for delays resulting from incorrect or incomplete banking information supplied by the Customer. Refunds will be issued within 30 days of cancellation. Custom cakes and individually quoted orders: Different cancellation terms apply, set out in my Refunds, Returns & Cancellations Policy (Section 2B). In summary, if you cancel more than 14 days before your collection or delivery date, I will refund the amounts you have paid less a $100 administration fee and any reasonable, documented, non-recoverable costs already committed to your order. If you cancel 14 days or less before that date, amounts may be retained only to the extent that is fair and proportionate to the reserved production time, planning and actual costs or losses, and any remainder will be refunded. Cancellation requests must be made in writing. Nothing in this section limits your rights under the Australian Consumer Law.

8. Postponements

If you need to postpone your order, please contact Sweet Exchange Cakery as soon as possible. I will make every effort to accommodate your new requested date; however, postponements are subject to availability and cannot be guaranteed. If your new requested date is unavailable, your order will be treated as a cancellation and the Cancellations & Refunds policy above will apply. If a postponement is accepted, any price increases that have come into effect since the original booking date may apply. Additional charges may also apply if the revised order differs from the original booking. Custom cakes and individually quoted orders: One complimentary reschedule is available per booking, subject to availability and my written approval, as set out in my Refunds, Returns & Cancellations Policy (Section 3B).

9. Collection & Delivery

Collection and delivery times will be arranged in advance and form part of your booking. Collection Times: A 15-minute grace period will be provided from your agreed collection time. If you are running late, please contact Sweet Exchange Cakery as soon as possible. I understand that unexpected delays can happen and will do my best to accommodate where possible. If you fail to notify me and do not arrive within the 15-minute grace period, your order will be available for collection at a new time arranged at Sweet Exchange Cakery's convenience. Failure to collect your order or attend the agreed collection time without prior notification does not entitle you to a refund. As your Products have been custom-made specifically for your order, all payments remain non-refundable in accordance with my cancellation policy. Delivery: Delivery will be carried out in a safe and appropriate manner. Sweet Exchange Cakery will make every reasonable effort to complete delivery at the agreed time; however, delivery times are estimates only and may be affected by circumstances beyond my reasonable control, including traffic, road closures, accidents, weather conditions or vehicle breakdowns. If no one is available to accept delivery at the agreed time and alternative arrangements have not been made, the order may be returned to Sweet Exchange Cakery. Any additional delivery or redelivery fees will be the Customer's responsibility. Once your order has been collected or delivered in good condition, responsibility for the Products transfers to the Customer. Third-Party Collection: If you nominate a third party to collect your order on your behalf, they will be provided with the same collection and care instructions that would have been given to you. By authorising a third-party collection, you acknowledge that responsibility for the order transfers to you once it has been collected by your nominated representative. All Terms & Conditions relating to collection, transport, storage and Product care apply as if you had collected the order yourself. Sweet Exchange Cakery accepts no responsibility for damage, loss or deterioration that occurs after the order has been collected by your nominated representative. Uncollected Orders: Orders not collected within 48 hours of the agreed collection time, where no alternative arrangements have been made, may be disposed of at Sweet Exchange Cakery's discretion due to food safety and quality requirements. No refund, credit or replacement will be provided for uncollected orders.

10. Product Care & Courier Deliveries

Care instructions will be provided with your order. To ensure the best flavour, appearance and quality, please follow these instructions carefully. It is the Customer's responsibility to transport, store and display Products in suitable conditions. Sweet Exchange Cakery cannot be held responsible for Products that deteriorate or become damaged due to incorrect storage, transport or handling, or exposure to heat, humidity, direct sunlight, rain or other environmental conditions after collection or delivery. Once Products have been collected or delivered, Sweet Exchange Cakery cannot accept returns or exchanges due to food safety requirements, except where required under the Australian Consumer Law. Courier Deliveries: Where Products are shipped using a third-party courier, Sweet Exchange Cakery is responsible for packaging the Products appropriately for transport. Once the Products have been collected by the courier, Sweet Exchange Cakery is not responsible for delays, loss or damage occurring during transit, except to the extent required by law. Where applicable, transit issues may need to be addressed directly with the courier.

11. Corporate Orders

The following additional terms apply to corporate, business and large event orders: Sweet Exchange Cakery will make every reasonable effort to reproduce company branding, logos and supplied artwork accurately. Exact colour matching cannot be guaranteed. The Customer warrants that they have the necessary permission, licence or authority to use any logos, trademarks, images or branding supplied for reproduction. Sweet Exchange Cakery accepts no liability for copyright or trademark infringement arising from Customer-supplied artwork. Final quantities, artwork, spelling, delivery details and approvals must be confirmed before production commences. Changes requested after production has begun may not be possible and may incur additional charges. Corporate orders for conferences, promotional events and large-scale functions may require longer lead times than standard orders. Lead times will be advised at the time of quotation. Where delivery to business premises is requested, the Customer must ensure an authorised representative is available to receive the order at the agreed delivery time.

12. Gift Vouchers & Promotional Offers

Gift vouchers, promotional vouchers and flyers will only be honoured where the collection or delivery date falls within the stated validity period. Orders scheduled after the expiry date are not eligible for redemption, regardless of when the booking was made. Gift vouchers are not redeemable for cash, are non-refundable and cannot be exchanged for cash or credit. Gift vouchers must be redeemed when placing the order and cannot be applied retrospectively to an existing booking or invoice. If the order value exceeds the gift voucher value, the remaining balance must be paid in full at the time of booking. If the order value is less than the gift voucher value, any remaining balance will remain available until the voucher expiry date unless otherwise stated. Lost, stolen or damaged gift vouchers cannot be replaced.

13. Customer Communication & Contact Details

Sweet Exchange Cakery will make every effort to respond to enquiries as promptly as possible. Response times may vary during busy production periods, weekends, public holidays or while fulfilling Customer orders. Customers are responsible for providing accurate and up-to-date contact details. Sweet Exchange Cakery accepts no responsibility for delays, missed collections or other issues arising from incorrect or outdated contact information supplied by the Customer.

14. Privacy

Sweet Exchange Cakery collects Customer information solely for the purpose of processing enquiries, preparing quotations, fulfilling orders, arranging delivery and communicating with Customers. Customer information will not be sold or disclosed to third parties except where required to complete an order, process a payment, arrange delivery, comply with legal obligations or with the Customer's consent.

15. Photography & Intellectual Property

Photography: Sweet Exchange Cakery reserves the right to photograph and use images of Products I create for my website, social media and other marketing purposes. Product photographs displayed on my website and social media are examples of my work. Due to the handmade nature of my Products, decorations, colours and finishes may vary between orders. I will not publish photographs supplied by Customers, or photographs from an event containing identifiable people, without permission. Intellectual Property: All photographs, logos, branding, written content, Product images and original designs created by Sweet Exchange Cakery remain the intellectual property of Sweet Exchange Cakery unless otherwise stated. These materials may not be copied, reproduced, distributed or used for commercial purposes without prior written permission.

16. Force Majeure

Sweet Exchange Cakery will not be held liable for delay or failure to fulfil an order where the delay or failure is caused by events beyond its reasonable control. This includes, but is not limited to, illness, injury, family emergencies, severe weather, natural disasters, bushfires, floods, power outages, equipment failure, supply

shortages, transport disruptions, government restrictions, public health emergencies or any other unforeseen circumstance. Where reasonably possible, Sweet Exchange Cakery will notify affected Customers as soon as practicable and work with them to reschedule the order or provide an appropriate refund where fulfilment is not possible.

17. Right to Refuse Service

Sweet Exchange Cakery reserves the right to refuse or cancel any order that is abusive, threatening, fraudulent, unlawful or otherwise beyond the reasonable capabilities of the business. Where an order is cancelled by Sweet Exchange Cakery under these circumstances, any refund will be determined in accordance with these Terms & Conditions and the Customer's rights under the Australian Consumer Law.

18. Limitation of Liability

To the extent permitted by law, Sweet Exchange Cakery's liability is limited to the value of the Products purchased. I am not responsible for damage caused after collection or delivery, including incorrect transport, storage, display or handling by the Customer or a third party. Nothing in these Terms & Conditions excludes, restricts or modifies any rights or remedies available under the Australian Consumer Law that cannot legally be excluded.

19. Acceptance

Payment of your invoice confirms that you have read, understood and accepted these Terms & Conditions.

Photography & Marketing

I reserve the right to photograph and film cakes and other products I create, and to use those images and videos across my website, social media, paid advertising, printed materials and other promotional platforms.

Questions? Email hello@sweetexchangecakery.com.au or visit www.sweetexchangecakery.com.au/terms