



# Terms of Service

*Payment for your order means you agree to the following terms and conditions*

## I. ENTIRE CONTRACT

This Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.

## II. AMENDMENTS

The provisions of this Contract may not be amended, supplemented, waived, or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement waiver, or modification is sought and making specific reference to this Contract.

## III. PAYMENT

For orders under five-hundred dollars (\$500), full order payment is due at booking to reserve your event date and secure your order. Orders exceeding five-hundred dollars (\$500) owe a fifty percent (50%) deposit to reserve your event date and secure your order, with the remaining balance due no later than two (2) weeks prior to your event. We must receive the balance by the due date indicated, or the Contract is null and void, and of no further force and effect, and the deposit will not be refunded.

## IV. CANCELLATIONS

All payments and deposits are non-refundable unless you cancel in writing no less than thirty (30) days prior to the event. If you notify us of a cancellation fifteen (15) days prior to the event, we will refund half of your payment. No refunds of the payment will be given if you cancel your order less than fifteen (15) days prior to the event. However, we appreciate you giving as much notice as possible and if we are able to re-book your date (subject to availability), we will apply your current balance to a future event.

## V. COMMUNICATION

If clarifications are needed to complete your order in terms of design, flavor, or other details, please respond within two (2) business days or by the deadline indicated in the message. Failure to respond may result in order cancellation. Belle Fleur Pastries will respond to any questions or messages within two (2) business days.

Belle Fleur Pastries

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(615) 852-6187 | [bellefleurpastries@gmail.com](mailto:bellefleurpastries@gmail.com)

## VI. CHANGES

Two (2) weeks before the event date is the final date for any changes of size, style, or flavors of the order. Any changes requested after this date cannot be guaranteed and may be subject to additional charges.

## VII. DELIVERY

Delivery fees are determined by one-way distance, as the crow flies:

0-3 miles: \$5.00  
3-8 miles: \$10.00  
8-15 miles: \$15.00  
15-25 miles: \$25.00

Should the final destination be further than twenty-five (25) miles, a delivery charge of one dollar (\$1.00) per mile will be assessed. It is your responsibility to make sure that the delivery location is able to receive the order at the appointment time. If not, the order will be left at the delivery location in a discrete area and you will be notified. Should you change the time or location of the event, notify Belle Fleur Pastries immediately. We will not be responsible for the order being late due to these last minute changes or changes we were not notified of.

## VIII. CLIENT'S RESPONSIBILITY

If you or a representative elect to pick up and set up the order, you assume all liability and responsibility for the condition of the order once it leaves Belle Fleur Pastries's possession. You are responsible for providing an appropriate set up and environment for the order. Macarons require an optimal room temperature of seventy five (75) degrees or below. Detailed care and storage instructions will be provided. We are not responsible for any shortage of macarons caused by a guest, caterer, or any other person not employed by Belle Fleur Pastries.

## IX. WEATHER CLAUSE

If pickup or delivery is impossible due to inclement weather, your order will be heat sealed and frozen for a later pickup date. Unfortunately, no refunds can be offered due to weather, but we will make sure your order is kept as fresh as possible.

## X. PHOTOGRAPHS

We reserve the right to take and use our own photos of your order to use for marketing and promotional purposes, including advertising and promotion through our marketing partners, without compensation to you. If for any reason you do not wish for photos of your order to be made public, we will happily accommodate as long as you let us know before your event date.

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## XI. FOOD ALLERGY INFORMATION

Our products may contain or come into contact with milk, eggs, wheat, nuts, coconut, soy, cocoa, fruits, and other allergens. You agree to notify your guests of this risk and hold Belle Fleur Pastries harmless for allergic reactions.

## XII. LIABILITY

Performance of this Contract is contingent upon the ability of Belle Fleur Pastries to complete the agreement and is subject to labor disputes or strikes, accidents, Acts of God, and other causes beyond our control. While we take our responsibility very seriously, there may be some extreme conditions, such as accidents, inclement weather, or pandemics, which may prevent us from fulfilling our obligation. Please keep your contact information and alternate contacts up to date so that we may notify you of any situation that may have occurred or may be anticipated. With good communication, there is a much better chance of working out a reasonable solution to any situation.

## XIII. DESIGN

We strive to decorate the exact macaron design you want. Please keep in mind that it is a food based art and may be subject to slight variation and/or errors by the creator. The end result will never be absolutely perfect, but we will do our best to provide you the design you have requested. We will make every effort to match swatches of material or other color examples you provide as closely as possible, however, some colors simply cannot be recreated and may not be a perfect match.

## XIV. REFUND POLICY

A full refund will be issued if we fail to deliver your order on the date and time of the event. If a customer provides the wrong date, time, or address for delivery, a refund will not be issued. If a customer fails to arrive within thirty (30) minutes of the designated pick-up time, their order will be forfeit and a refund will not be issued. Our liability is limited to the contracted value of the order. If the order does not meet your expectations, we will give you a refund, minus ten percent (10%) for the cancellation fee. If we give you a refund, you cannot keep the order. You will only receive the refund if you refuse to accept the order. We will not negotiate a partial refund if you keep the order. This is a "take it" or "leave it" policy. We are not responsible for any expense you may incur for replacing your order. Macaron flavor and texture are subjective. Refunds requested due to flavor or texture after the order has been accepted will not be honored. Please understand we cannot control changes in texture, color, or shape due to weather conditions.

## XV. PAYMENT METHOD

Forms of payment accepted for custom orders are cash, personal checks, and credit cards (Visa, MasterCard, Discover, AmEx). Please make all checks payable to ABIGAIL FOULKE (optional addition: DBA Belle Fleur Pastries). If your check bounces, you are responsible for all fees incurred by Belle Fleur Pastries and may have your order canceled.

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