



Terms and conditions

Reference to “We” in this terms and conditions policy refers to cakelelo.com.

Reference to “you” in this terms and conditions policy refers to the users / merchant / reseller of cakelelo.com

Reference to “Third Party” refers to any person or entity other than you or us.

This document is only available in English.

All cake orders are subject to the following terms and conditions:

The following constitutes a legal agreement between a visitor ("you") and us with respect to our mobile application or website service, the terms of which are set out below. You must be at least 18 years of age to agree to and enter into this Agreement on your own behalf and to register for use of this mobile application or website. If you are under 18 but at least 15 years of age, you must present this Agreement to your parent or legal guardian. Children under the age of 15 may not register on this mobile application or website, and parents or legal guardians may not register on their behalf. When registering on our mobile application or website or purchasing a Product, by checking the box indicating your acceptance of this Agreement or clicking on the payment option you are agreed to our policy, you represent that (i) you have read, understood and agree to be bound by this Agreement and (ii) you are at least 18 years old, either entering into this Agreement for yourself or entering into it on behalf of your child or a child in your legal care. If you are a parent or guardian entering this Agreement for the benefit of your child, please be aware that you are fully responsible for his or her use of this mobile application or website, including all legal liability that he or she may incur. Each registration is for a single user only. We do not permit you to share your user name /password/OTP or your physical device with any other person nor with multiple users on a network. If you do not agree to (or cannot comply with) any of these terms and conditions, do not check the acceptance box when registering on our mobile application or website or purchasing a Product and do not attempt to access the mobile application or website.

1. Ingredients

Our cakes are freshly baked to order and include dairy products. Gluten free cakes are available, but please note that our kitchen is generally used to prepare foods that contain these ingredients and also nuts. Please discuss any dietary requirements with us before ordering. 100% Egg-less Product.

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2. Quantities

Cakes are base baked freshly, contain various flavour and designs, from 250gm to 2kg of cream cake order with regular design process instantly (within in 1.5hrs), but considering customization and weight will take time, order will be accepted prior to notice.

Cupcakes are baked in batches of 12/8/6/4/2 or multiples thereof. Orders can be accepted for mixed flavours in a standard box, with the minimum number of any flavour being 2-4-6.

3. Purchase of Products:

3.1 Our mobile application or website service permits you to purchase our Products from this mobile application or website. These purchases can be made and are permitted strictly pursuant to the terms and conditions set out below.

3.2 Your order constitutes an offer to us to buy a Product. After placing an order, you will receive an email from us. This email is an Order Confirmation to notify you of the fact we have received and accepted your order. The Order Confirmation email will be accompanied by an invoice and tracking detail.

3.3 If you notice an error in the Order Confirmation you must notify us by telephone (+91 7575 84 7475 or write us e-mail with order detail on ordersupport@cakelelo.com) by 8.00pm the day before the order is due to be collected or delivered.

3.4 If you wish to add to or change your order, or change the date or time of delivery or collection of your order, then we will accommodate you, provided that you telephone us by 6.00pm the day before your order is due to be collected or delivered.

3.5 Your purchase order cannot be accepted until payment in full for the Products ordered has been received by us at which time a legally binding agreement on the terms set out herein will become effective.

4. Design

Our cakes are all handmade and are therefore individual. We will do our best to match designs and colours but there may be some variance. We cannot guarantee to exactly produce the same cupcakes ordered from a picture/photo from other bakers. Our designs will be an interpretation of their cakes.

We reserve the right to use our judgment when creating and designing your cake and we may need to adjust your order accordingly. In the event of this happening we will endeavour to advise you in advance.

5. Amendments:

It is your responsibility to read & check the quote thoroughly; any amendments should be made in writing. (changes@cakelelo.com)

Please note that all alterations & changes of orders will be subjected to an administrative charge of 250Rsmin.

All illustrations and descriptions displayed on cakelelo.com website or distributed by email, brochure or in any other way are for guidance purposes only and will not form part of the Contract. We also cannot guarantee that all the product-lines used in the construction of our cakes will be available at the time of making. For example, when a supplier de-lists an item such as a particular stencil design, etc, we will endeavour to re-design this to reflect as closely as possible the spirit of the original design using replacement products. In all cases we will try to contact you to advise you of any such changes, however www.cakelelo.com reserves the right to replace these items of equal or better quality without consultation. We reserve the right to make alterations to the design, appearance and technical specifications of our products from time to time and at such time or at any other times, to make alterations to our advertised information concerning such Goods, without notice.

6. Orders Acceptance

6.1 Orders are accepted via cakelelo.com mobile application only.

6.2 Cash on delivery is not accepted.

6.3 Your order constitutes an offer to us to buy a Product. After placing an order, you will receive an email from us. This email is an Order Confirmation to notify you of the fact we have received and accepted your order. The Order Confirmation email will be accompanied by an invoice.

7. Payment

Cake orders must be paid in full when placing your order. Cash, bank transfer, Wallet, Credit Card, Debit Card, UPI payments are accepted.

8. Delivery Conditions:

8.1 cakelelo.com cakes can be collected directly or delivered to you at a requested address with selected schedule.

8.2 Delivery is by arrangement only and charges apply.

8.3 It is essential that when delivery is confirmed, someone is in to receive the cake(s). Our cakes cannot be left on the doorstep out in the sun. If for any reason, based on the agreed receiving timing and location, customer unable to receive the products. We will bring the product back to store and customer can either arrange to collect within next 24 hours or arrange for re-delivery (subjected to avail and charges). Otherwise, you will need to collect your product from us.

8.4 We cannot be held liable for any damage after handover to customer once we have left the premises. It is with this in mind that we require somebody responsible, to check that they are happy with the cake(s) before we leave.

8.6 Once the cake has been delivered and signed for, cakelelo.com is unable to accept any liability neither for any damage sustained to the cake thereafter nor for any failure to follow the recommended storage

instructions provided. If you chose to collect the cake(s), we will not be held liable for any damage to the cake(s) once it has left our premises.

8.7 For cake(s) that have been delivered/collected, any missing add-ons for the associated order will be refunded accordingly.

8.8 Delivery is free of charge when purchase 2000Rs and up.

8.9 During the delivery company system will sent OTP on product receiver's mobile, which is required to share with delivery boy once you share OTP to driver it simply mean that you received the product and checked for the damage, status is excellent.

9. Cancellation

In the event of order cancellation, work already completed is still chargeable. 40% of deposits are non-refundable

Cakelelo.com CANCELLATION AND REFUND POLICY

Customer allowed to cancel the confirm order within 15min. (preparation of order placed by you has been completed and/or delivery personnel has already been dispatched), we will not be able to refund any order.

(a) As a general rule you shall not be entitled to cancel your order once you have received confirmation of the same.

(b) However, in the unlikely event of an item on your order being unavailable, we will contact you on the phone number provided to us at the time of placing the order and inform you of such unavailability. In such an event you will be entitled to cancel the entire order and shall be entitled to a refund in accordance with our refund policy.

(c) We reserve the sole right to cancel your order in the following circumstances:

(i) In the event of the designated address following outside the delivery zone offered by us;

(ii) Failure to contact you by phone or email at the time of confirming the order booking;

(iii) Failure to deliver your order due to lack of information, direction or authorization from you at the time of delivery.

(iv) Failure due to reasons beyond our control or attributable to the Vendor.

(v) ~~If you are denying payment. (COD)~~

(vi) If you are not picking call/phone switched off.

(vii) If extra modifications done by you. In this case the order is cancelled and a new order is placed.

(viii) If your behaviour is concerning the security of the delivery executive.

(ix) If one-time password to redeem the wallet amount is not available at your end.

1. On order cancellation from customer's end, due to food wastage following actions will be taken on customer's account:

Cancellation charges / Surcharge should be applicable in once order is confirmed by store.

2. We will not entertain any dispute older than 1 Week from the present date. No refund, cashback or resolution will be provided in this case.

No cashback and offer applied on the cancelled order. It will be revers from the customer, same amount which was received by the cancel order.

we will refund or re-credit your debit or credit card with the receivable amount, credit duration dependent of the payment gateway.

3.

10. Force Majeure:

Neither we, nor any delivery service that we use shall be liable for any failure to perform, where such failure or delay results from any circumstances outside our reasonable control including but not limited to any fire, flood, explosion, accident, adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of any private or public highway, riot, government act, act of war, terrorism, act of God, or from any industrial dispute or strike whatsoever.

11. Storage &Consumption:

www.cakelelo.com, we take prides on baking our cakes lovingly so we know exactly what goes into them and with no additives or preservatives. We are therefore unable to make a warranty as to the length of time for which the cakes will remain fit for consumption.

We do however recommend our cakes are best eaten within 48 hours from collection/delivery but they can be chilled for up to 3 days. All cakes need to be stored in the refrigerator and brought back to room temperature before consuming. We do recommend that our cakes are best eaten up to 3 days after collection/delivery. It is the responsibility of the customer to keep the cakes in the manner prescribed by us and those rules prescribed for under AVA regulations.

12. Packaging:

Our cakes are packaged safely in boxes specifically designed for cakelelo.com cakes. As such, they should arrive to you in the same perfect condition that they leave us in. Once you take your cakes from us, they are yours to treasure. They don't make any noise, so remember to drive carefully!

13. Publication

We reserve the right to use photos of all cakes and confectionery product made by cakelelo.com any form of media.

14. Complaints/ Suggestions:

We take all complaints seriously.

If you experience any problem with a cake, complaints must be made within 1 day of receipt of cake and part or all of the cake may have to be returned to investigate the complaint.

The maximum refund offered is the value of the cake. Further compensation is not available.

We ask for patience with factors that may be beyond our control (e.g. traffic conditions etc.) as we cannot be held liable for any such delays.

15. Accessing Our Site

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Site, or to our entire Site, to users who have registered with us.

16. YOUR AGREEMENTS

YOU AGREE that: -

16.1 it is your responsibility to provide accurate personal information ("Personal Data") and to update your Personal Data as necessary to keep it accurate. You undertake that all the details you provide to us for the purpose of selling and delivering Products to you are correct and that the credit card or debit card that you propose to use is your own or that of a third party who has given you full permission and authority to use it and that you or such third party have sufficient funds to meet the costs of Products ordered. We will not store your credit card or debit card details anywhere on the Site;

16.2 it is your responsibility to ensure that your email address is current otherwise certain functions of the Site will not be available to you. We will only use your Personal Data in accordance with the Data Protection Act and our Privacy and Cookies Policy;

16.3 it is your responsibility to maintain the confidentiality and security of your Personal Data especially your user name. You will not allow others to use your user name and you will notify us immediately of any unauthorized use of your user name. We shall not be responsible for any losses arising out of the unauthorized use of your user name and you agree to indemnify and hold us harmless, for any improper, unauthorized or illegal uses of the same;

16.4 we shall be entitled to withdraw from any purchase order made by you if the Product is inaccurately described on the Site or where obvious errors have been made;

16.5 whilst we will utilize anti-virus protections, it is your obligation to ensure that any use you make of our Site is free of any virus, Trojan horse, worm or any other items of a destructive nature. You will not hold us responsible for any damages that result from you accessing the Site (including any software or systems you use to access the Site);

16.7 you will not attempt or permit or encourage others to attempt to copy or make use of any intellectual property appearing on our Site for any commercial use or in any manner which would constitute an infringement of our copyright.

16.8 Variation in computer, browser and operation will create differences in visual layout and usability of the Site. We have given due care and attention to minimizing these differences, but cannot be held responsible for specific operational differences.

Ordering multiple products

Multiple items can be ordered at the same time and will be despatched together if ordered on the same order (paid for all together at checkout).

Allergies and food intolerance

We are happy to accommodate specific requests with regards to the ingredients of our cakes, such as substituting butter or excluding egg or gluten. However, we cannot guarantee our cakes to be 100% safe for food allergies.

Non-edible parts

In order to construct cakes to a high standard we sometimes have to add non edible items – usually in the form of plastic dowels in tiered cakes, wire / cocktail sticks to hold items place and pins to hold the ribbon in place.

What we collect: We may collect the following information

- Name and Job title
- Contact Information including email address & phone number
- Demographic Information such as City, postcode, preferences and interests
- Other Information relevant to service inquiry, customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a best service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for feedback, market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website according to your interests.

Security

The logo for PINGAX Foods Pvt. Ltd. features the word "PINGAX" in a bold, white, sans-serif font, with "Foods Pvt. Ltd." in a smaller, yellow, sans-serif font below it. The text is centered within a dark brown circle, which is itself set against a yellow background that forms a horizontal bar across the page.

PINGAX
Foods Pvt. Ltd.

Address

**C/O RAVAL NISHABEN RAJENDRAKUMAR, AMBIKA
ELECTRONICS, AT POST KHEDBRAHMA, SARASVATI
COMPLEX, Khedbrahma, Sabarkantha, Gujarat, 383001
FSSAI : 20721020000518
care@cakelelo.com**

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

17. Our Right to vary these Terms & Conditions

17.1 We have the right to revise and amend these Terms and Conditions from time to time, for example, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.2 You will be subject to the policies and Terms and Conditions in force at the time that you order Products from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we send you the invoice (in which case we have the right to assume that you have accepted the change to the Terms and Conditions).

18. Misuse of the Site and Application

18.1 We reserve the right to suspend or terminate your access to the Site or parts of it if at our sole discretion we believe you are in breach of any provision of this Agreement. If your access has been suspended or terminated, you will not be permitted to re-register or to re-access the Site without our prior consent.

18.2 You will only use the Site for the purposes referred to in this Agreement and not access the Site or use information gathered from it to send unsolicited emails.

Acceptance

By placing an order with cakelelo.com mobile application you are agreeing to these terms.

Contacting Us

If there are any questions regarding this privacy policy, you may contact us using the information below:

+91-7575847475 support@cakelelo.com