

m&m Eats and Treats - Terms and Conditions

Effective Date: 6/1/2025

1. Introduction

Welcome to m&m – Eats and Treats. By purchasing, ordering, or using our services, you agree to be bound by these Terms and Conditions. Please read them carefully.

2. Definitions

- "We," "our," or "us" refers to m&m – Eats and Treats.
- "Customer," "you," or "your" refers to the person or entity placing an order for products from us.
- "Products" refers to all baked goods, including cakes, cupcakes, cookies, brownies, and any other items we sell.

3. Ordering Process

- All orders must be placed 14 days in advance. Special/custom orders may require additional notice.
- Orders can be placed via phone, email, or online form.
- Once an order is confirmed, a 50% deposit is required to secure your booking.
- Orders are considered final once confirmed and payment has been processed.

4. Pricing and Payment

- Prices for products are listed on our website/menu or provided upon request. Prices are subject to change without prior notice.
- We accept Zelle, Venmo or CashApp (at no charge), Paypal and credit/debit cards (with a 3.9% fee).
- Full payment must be made at least 1 day before the delivery date unless otherwise agreed upon.
- Deposits are non-refundable, except in cases where we cannot fulfill your order due to circumstances on our end.

5. Delivery and Pickup

- Delivery is available within 10 miles of Alamo Heights at no charge; a delivery fee may apply outside of that area.

- We are not liable for any damage or loss to products once they have exchanged hands or been delivered to the provided address.
- If an order is not picked up or accepted at the scheduled time, we may charge an additional fee or cancel the order at our discretion.

6. Custom Orders and Special Requests

- Custom orders are subject to availability and may require a consultation.
- We reserve the right to refuse requests that are beyond our capacity or violate food safety standards.
- If you have any allergies or dietary restrictions, please notify us at the time of ordering. We cannot guarantee that our products are free from allergens, as our kitchen handles various ingredients that may contain allergens.

7. Cancellations and Refunds

- Orders can be canceled up to 14 days before the scheduled delivery or pickup date for a full refund of the amount paid, minus the non-refundable deposit.
- Cancellations made within 7 days will result in a partial refund or no refund, depending on the timing and nature of the order.
- In the event we cannot fulfill your order due to illness, equipment failure, or other unforeseen circumstances, we will offer a full refund or reschedule your order.

8. Food Safety and Quality

- All products are made in compliance with the Texas Cottage Food Law: this food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department.
- While we take great care in ensuring the quality of our products, customers are responsible for handling and storing products once they have been received according to the provided care guidelines (written or verbal).
- We do not offer refunds or exchanges for products that have been consumed or mishandled after delivery.

9. Liability

- Our liability for any product defects or errors is limited to the amount paid for the affected product.
- We are not responsible for any personal injury, allergic reactions, or property damage arising from the use of our products.
- We are not liable for any delays or issues caused by third parties, including delivery services.

10. Shipping Policy

- All orders are for local meet-up and deliveries (within 1 hour of Alamo Heights, TX).

- Currently, shipping is not an option for these products. Check back for future updates to this policy.

11. Accessibility Statement

- We are working to make our site accessible to people with disabilities.
- An accessible site allows visitors with disabilities to browse the site with the same or a similar level of ease and enjoyment as other visitors. This can be achieved with the capabilities of the system on which the site is operating, and through assistive technologies.
- If you find an accessibility issue on the site, or if you require further assistance, you are welcome to contact us through the organization's accessibility coordinator at mandm.eatsandtreats@gmail.com.

12. Privacy and Data Protection

- We respect your privacy and will not share your personal information with third parties, except as required by law or to complete your order (e.g., for delivery services).
- Any information provided by you for the purpose of placing an order will be used solely for that purpose.

13. Modifications to Terms and Conditions

- We reserve the right to modify or update these Terms and Conditions at any time. Any changes will be posted on our website, and the updated Terms and Conditions will apply to all orders placed after the update.
- It is your responsibility to review these Terms and Conditions periodically.

14. Governing Law

- These Terms and Conditions are governed by the laws of the State of Texas, and any disputes will be resolved in the appropriate courts of Bexar County.

15. Contact Information

For questions about our Terms and Conditions or to place an order, please contact us at:

M&m – Eats and Treats

Phone: 210.708.0827

Email: mandm.eatsandtreats@gmail.com

Website: www.mandmeatsandtreats.com