SALLY JEAN
WEDDING CAKES

Standard Terms and Conditions of Trading – Basis of Sale

These terms form the basis of the contract between you, the customer and Sally Jean Wedding Cakes. These Terms, your Order and your Order confirmation are considered by us to set out the whole agreement between you and us for all sales made by Sally Jean Wedding Cakes. It is your responsibility to check all details in the Order Confirmation are complete and accurate as this is the document I work to when completing your order.

Nothing in these Terms & Conditions affects your statutory rights as a consumer but if there is anything you do not understand, please email me at info@sallyjeanweddingcakes.com prior to paying your Booking Fee invoice as this is non refundable and **payment of the Booking Fee invoice is deemed as acceptance of these Terms & Conditions.**

1. Initial Enquiry Contact

1.1 Upon receiving your initial enquiry either via email, phone, in person or via the Contact Form on my website, if required I may offer you a 30 minute Zoom call to discuss your initial requirements. Please note I am not able to give you a full and fixed quotation on our initial contact (be it via email, phone, in person or via the contact form), and any prices we discuss are purely to give you an idea of potential prices and may be subject to change. At this stage, any written estimates / quotations will usually be in the form of a price range, considering your budget (please see section 3 for minimum order values). The final price may be subject to change. However, until you have booked, and a Full Cake Design Consultation has been completed, I may not be able to give you a fixed price. After a Full Cake Design Consultation (See section 4), I will provide a full quotation & sketches with a range of price point options and designs for you to choose from. I will send an Order Confirmation & a final balance invoice.

1.2 Cake Sample Boxes. I will send a complimentary cake sample box after you have booked and during the design process. However, if you wish to purchase a cake sample box prior to booking, these are available to order through my website and are non refundable.

2. The Booking Fee

2.1 No contract is made with you until I have received your booking fee. Once your booking fee has been received you are in a legally binding contract with Sally Jean Wedding Cakes.

2.2. All wedding cakes orders require a non-refundable, non-transferable booking fee. For 2026 wedding dates, this is £150, for 2027 weddings this is £200.00 and may be subject to change for 2028 and beyond dates.

2.3. All booking fees must be paid with 7 days of the invoice date; dates cannot be held without the booking fee being paid. After 7 days, if no fee has been received by Sally Jean Wedding Cakes, the date may be released, and another booking taken.

2.4 Booking Fee invoices will be sent via email and are payable by Bank Transfer to the account details quoted on the invoice.

3. Minimum Order Value

3.1 For weddings held in 2026, I have a minimum order of £650 for 2 tier cakes, £795 for 3 tier cakes & £975 for 4 or more tier cakes (not including delivery & set up (minimum £150 & priced per cake), cake stand hire and favours). For weddings held in 2027 and beyond the minimum order value is subject to change but you will be advised of this upon enquiry via email.

3.2 For cupcake only orders, the above minimum order value does not apply

4. Full Cake Design Consultation

4.1

A full Cake Design Consultation will only take place after I have received your Booking Fee and usually between 6-4 months prior to your wedding. If your booked wedding date is less than 4 months away when you book, I will book this in with you as soon as possible after receiving your booking fee payment.

4.2

A full Cake Design Consultation will take place on Zoom and will usually take between 30 mins and 1 hour.

4.3

Designs and sketches will be produced after this consultation once I have all the information, images, swatches, and floral information required. Any samples, drawings, or descriptions I issue are issued solely to provide you with an approximate idea of the cakes they describe.

5. The Cakes & other consumables

5.1

I warrant that on delivery or collection the Cakes or other consumables shall conform to their description as set out in the Order Confirmation, be of satisfactory quality and comply with all food safety, statutory and regulatory requirements in the UK. I will not be held responsible for customer disappointment of the design or the interpretation of the cake as long as it is made in line with the customer's pre-agreed requirements set out in the order confirmation and agreed sketches and will face no consequent liability.

5.2

It is the customers responsibility to ensure all details within the order confirmation and any sketch provided are correct and meet their exact requirements.

5.3

Cake sizes quoted are in inches and are based on the diameter of the cake. The standard height of each cake tier is approx. 5" tall, but may be shorter or taller by agreement of the design.

5.4

The warranty does not apply to any defect in the Cakes / Goods arising from wilful damage, accident, negligence by you or any third party, if you use the cake in a way I do not recommend, your failure to follow my instructions or any alterations you carry out.

5.5

I cannot guarantee an exact replica of any cake. Where colour swatches are provided, I will do my best to match as close as I deem possible. Exact colour matches are not guaranteed.

5.6

Where I make sugar flowers for your cake, these should be stored in a dry, non-humid environment, out of direct sunlight / heat. This will preserve them for longer. Sugar flowers are very delicate and should be handled with care. I will supply a box which I will leave with the venue to be given to you after the cake is cut. I will leave instructions with the venue too.

5.7

I cannot be held responsible for any damage to the sugar flowers after I have set up the cake, nor can I give any guarantee as to how long they will last as I will not have control as to how they are stored or the humidity.

5.8

Stacked cakes contain dowels in each tier to provide support and these should be removed before consumption.

5.9

The cake is a fresh product containing no additives or preservatives and it is my right to assume consumption on the day that delivery is requested. Cakes should be stored in a dry place, at room temperature, away from direct sunlight and sources of heat in the box provided. They should NOT be refrigerated, unless I specifically give instructions to do so.

6. Flowers supplied by your florist

6.1

Fresh flowers are not included in the price of any cake design. If a cake is to be dressed with fresh flowers these are to be provided by your florist and ordered by you. NB. Please note some flowers are not suitable for use as a cake decoration. Ask your florist for details regarding toxicity. I cannot be liable for any contamination to my food product that may arise from their misuse.

6.2

I will liaise directly with your florist to confirm detail about the size of cake being dressed to avoid any miscommunication and to arrange a time to meet at the venue. I will also send them a copy of the cake design sketch.

6.3

I can only work with the fresh flowers provided by your florist and what is made available to me on the day however any unsuitable or toxic flowers supplied by the florist will not be used on the cake.

6.4

If your florist does not meet me at the venue at the arranged time, I cannot guarantee that I am able to wait for them. In which case, your florist may or may not choose to add the flowers to the cake based on my cake design sketch. I cannot be held responsible if the cake does not match my design and I take no responsibility for the way the flowers have been added to the cake which may not be in a food safe way.

6.5

I cannot be held responsible for fresh flowers wilting on the day.

6.6

From time to time the Food Standards Agency make changes to the laws and regulations. Please be aware that I must comply with these and this may mean I have to change your cake design. I will discuss this with you as soon as I am made aware of any required changes.

7. Allergens

7.1

My products are made in an environment where ALL the following allergens may be handled. Therefore, despite stringent cleaning, correct storage & kitchen processes, trace amounts may still be present.

Allergens: Celery and celeriac, Cereals containing gluten for example, Wheat, barley, oats, rye, spelt, Crustaceans, Eggs, Fish, Lupin, Molluscs, Milk, Mustard, Nuts, for example walnuts, hazelnuts, almonds, cashews, pecans, brazils and pistachios, Peanuts, Sesame seed, Soybeans, Sulphur dioxide and sulphites.

Therefore, even if the product does not contain ingredients with the above allergens, I cannot guarantee that any food item I make is 100% free of any specific allergen, trace amounts may still occur.

From 01/10/2021 Full Ingredients list will be available in advance on request PLUS I will give the venue a copy along with any other instructions. In the case of celebration cakes, these will be attached to the cake boxes on delivery/ collection. Pre packaged items will have full ingredients lists with each item.

8. Delivery and Collection

8.1

Single tier cakes may be collected free of charge from Sally Jean Wedding Cakes by prior arrangement. I accept no responsibility whatsoever for any damage sustained to the cake once it has left my premises.

8.2

Any cake two tiers or more will be delivered by myself and not collected. Delivery & set up charges will apply. If delivery has been requested, I will deliver the cake on the day set out in the order confirmation to the address provided.

8.3

When delivering to a venue, I will contact the venue in advance to arrange a mutually convenient time for delivery & set up. The minimum delivery & set up is £150 + depending on the cake design and venue / on the day arrangements needed, but the price, depending on the distance to your venue will be included in your total order quote.

8.4

It is your responsibility to ensure you have provided us with the set-up details and location of the cake at the venue. However, I reserve the right to change the location or set up of the cake at the venue if I feel the original location is unsuitable on the day and may cause damage to the cake e.g the cake table is in front of a heat source, by a window and it is an extremely hot day, in a location that would be at risk of being knocked easily or made unstable by a dance floor, the surface of the floor or table is unstable / uneven.

8.5

I reserve the right not to use a cake stand provided by a venue or yourself if I feel it will not hold the weight of the cake, is unstable or in a poor state of repair.

8.6

Sunday deliveries will be subject to a £75 surcharge and Bank Holidays, a £150 surcharge. Once I set up the cake, I shall take a photograph of the cake before leaving as proof that the cake was left in perfect condition. Once the cake has been delivered, I am unable to accept liability for any loss or damage sustained to the cake thereafter nor any failure to follow the instructions provided. I am also not liable for any damage to the cake should the venue move the cake to another position or when moved for cutting, or any damage while the bridal party cut the cake for photographs.

8.7 **Cake stands & Knife Sets**

If the cake is delivered with one or more of my cake stands or Knife sets, a security deposit will be payable with the final balance along with a small hiring fee for each stand. The stand / Knife set must be returned to me in a good, clean, undamaged condition within 7 days of the delivery date. On the undamaged return by yourselves of the stand / knife set the security deposit will be refunded. Charges will be shown on your Design Options document and Order Confirmation and invoice. If after 7 days, you have not returned the cake stand, or if I have to collect it myself from the venue or from yourselves, you will forfeit the security deposit/s and no refund will be retuned to you. (This will cover my time, transport costs or cost of purchasing a new cake stand).

9. Price and Payment

9.1 The price of your cake and payment due dates will be as set out in your Order Confirmation and /or Invoice.

No Vat is payable on the cakes.

A non-refundable, non-transferable £150.00 Booking fee is required to secure your order & chosen date. (£200 for 2027 dates and subject to change for 2028 dates and beyond)

Payment of the Booking Fee is deemed as you accepting these Terms & Conditions.

The balance of your order total will then be due 90 calendar days prior to your delivery / collection date.

An order received less than 90 calendar days prior to the delivery / collection date = full amount due on order.

If a cake design has not been finalised by 90 days prior to the delivery date, then an invoice for my minimum spend will be due and an additional invoice will be raised for any further design elements / delivery & set up, wedding favours or additional hire items to be paid at least 30 days prior to the wedding or as soon as the design is confirmed, whichever is sooner.

9.2

For Wedding Cakes, a detailed Order Confirmation & invoice will be issued detailing the final balance and payment details. It is the responsibility of the client to ensure payment is on time. The balance must be paid in cleared monies no later than the date set out in the Order Confirmation or invoice by bank transfer to the account specified.

9.3

If payment is not received by the date specified this shall be constituted as breach of contract by the client. I reserve the right to hold the order until payment is made in full. When payment is late, I accept no responsibility should I be unable to purchase the required stock or equipment to make the cake as laid out in the Order Confirmation. In these circumstances the cake will be made as close to the Order Confirmation as possible with no redress or liability on me, Sally Jean Wedding Cakes.

9.4

Invoices shall be sent via my accounts package or via direct email to you. Sally Jean Wedding Cakes and the customer expressly agree that the cakes and all goods purchased from Sally Jean Wedding Cakes remain the property of Sally Jean Wedding Cakes until paid for in full.

9.5

Non payment of a due invoice may result in legal action being taken against you.

10. Cancellation, postponement and alterations for wedding cakes (& orders over £150)

10.1

In the event of a cancellation by yourselves, charges are as follows;
More than 90 calendar days prior to the booked date = Non refundable booking fee only.
90 calendar days or less prior to the booked date = Non refundable booking fee plus 100% of the remaining balance (or the minimum order value as stated in Clause 3.1 if the final balance invoice has not yet been arranged). No refund will be given for cancellations of 90 days or less.

10.2

Cancellation & Postponement of fruit cakes – 90 days or less prior to the booked date = Non refundable booking fee plus 100% of the remaining balance (This is because fruit cakes are made 12 weeks prior to the wedding to mature). This will apply to each tier that is fruit cake.

You may, prior to 90 calendar days before the delivery / collection due day, amend your order by providing me with written notice. In the case of alterations, a new order confirmation will be issued detailing the changes and the new cost. Alterations are not confirmed until a new order confirmation has been issued. Should you make any changes after that time there will not be a reduction in the price you pay, even if your new design is cheaper than the original booking.

10.3

In the event of a postponement or a change to your booked wedding date, if I have the new date available, a new £150 Booking Fee will be payable to secure the new date and cover costs relating to your booking. This may include but is not limited to: phone calls, emails, completing and sending forms, holding consultations and other necessary administration.

10.4

If I am unavailable for your new date, it will be classed as a cancellation and the payments in clause 10.1 / 10.2 will become immediately payable.

10.5

If you move your wedding date into a different year (eg from 2026 to 2027), a surcharge will be payable in line with my yearly cost increases. This covers the increased costs of ingredients, supplies, services and labour. A minimum 10% surcharge per additional year will apply.

10.6

In the unlikely event that I need to cancel your order any monies paid will be refunded. I reserves the right to cancel, vary or suspend the operation of this contract if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing): fire, floods, storm, plant breakdown, strike, lock outs, riot, hostilities, war, covid-19 or pandemic, civil unrest, non-availability of materials or supplies or any other event outside my control, and I shall not be liable for any breach of contract resulting from such an event. If I am able, I will assist you in finding a replacement baker of the same high standard to make or deliver your cake for you.

10.7

If, between paying your booking fee and your booked date, I am unable to make contact with you and I receive no replies to my correspondence, I may deem this as a cancellation and the cancellation clauses will apply. Legal action may be taken against you for non payment of invoices. I recommend you take out your own wedding insurance to protect you from any losses you may incur.

11. Complaints

11. 1

Complaints are exceedingly rare and due to the amount of time, safety & quality checks, and work put into each individual cake, I take them very seriously. Any & all issues must be bought to my attention in writing within 24 hours of collection or delivery to give me fair opportunity to assess the nature of the complaint.

11.2

Where the complaint is regarding the quality of the cake, then the cake, or remainder of the cake/tier, must be returned to me as soon as possible after cutting and within 48 hours of collection/delivery to ensure that I am able to fairly assess the nature of the complaint. The remaining cake should have been stored in an airtight container between cutting and returning to me. I will not be liable for return postage costs of said cake. If the complaint is upheld, I may work out a percentage refund for the effected cake tiers.

11.3

Where the cake or other edible goods have been disposed of by the customer or venue prior to my inspection, I am unable to uphold any complaint and I accept no liability. Where your cake or edible goods have been disposed of or damaged by the venue, please contact the venue directly to make a complaint & claim with them. I am not liable for any damage or mistreatment of products by the venue, yourselves or any other party.

11.4

Both Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website or in print without providing advance written notice of the intended content thereof and providing the other party with a prior opportunity to resolve any issues between the parties amicably before posting.

11.5

I can only deal with the client who placed the original order.

12 General Terms

12.1

All designs and intellectual property rights remain the property of Sally Catlow of Sally Jean Wedding Cakes

12.2

I will request consent by you prior to your wedding via my Supplier Contact List to obtain copies of your professional photographs of the cake. I reserve the right to use these images of your cake for any form of advertising including web-based promotions, on social media platforms, brochures, galleries, online & print publications and competitions. The photographer will be credited for the images.

12.3

It is advisable that you make a copy of all documentation received from Sally Jean Wedding Cakes for your own benefit.

12.4

Where your order is for a single tier celebration cake, cupcakes or postal cakes, marshmallows or other dessert items, a zoom design consultation, sketches and order confirmation document may not be necessary, and details may simply be listed on your invoice. In this case, please check your invoice for details.

12.5

Small orders such as those mentioned in 12.4 where the order value is less than £150, the full amount of the order will be due to secure the booking. In the event of a cancellation by yourselves, charges are as follows; More than 30 calendar days prior to the booked date = 50% of the total order is due. 30 calendar days or less prior to the booked date = No refund will be given.