



Standard Terms and Conditions of Trading

These terms form the basis of the contract between my 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 the sale of 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.

Basis of Sale

Any samples, drawings, or descriptions I issue are issued solely to provide you with an approximate idea of the cakes they describe and remain the property of Sally Jean Wedding Cakes.

My starting Prices may be subject to change, but once you have received my quotation, the price is set for 30 calendar days from the date of issue and fixed once your booking fee is paid. 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 (with the exception of fruit cakes)

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

The Cakes

I warrant that on delivery or collection the Cakes 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 will face no consequent liability. It is the customers responsibility to ensure all details within the order confirmation and any sketch provided are correct and meet their exact requirements.

The warranty does not apply to any defect in the Cakes 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.

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.

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. 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. I recommend that your florist liaise directly with me to confirm detail about the size of cake being dressed to avoid any miscommunication.

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

The cake is a fresh product containing no additives or preservatives and it is my right to assume consumption on the day 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.

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.

Allergens

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 attached to the cake boxes on delivery/ collection.

Delivery and Collection

Single tier cakes may be collected free of charge from Sally Jean Wedding Cakes by prior arrangement. I accept no responsibility for any damage sustained to the cake once it has left the premises. However, any cake two tiers or more should be delivered by myself and not collected.

If delivery has been requested, I will deliver the cake on the day set out in the order confirmation to the address provided.

When delivering to a venue, I will contact the venue in advance to arrange a mutually convenient time for delivery & set up. If I set up the cake, I shall take a photograph of the cake before leaving. Should the venue need to set up the cake themselves I shall explain how the cake is to be displayed and where possible obtain a signature to verify I have done so. 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.

If the cake is delivered with a stand, a security deposit will be payable with the final balance. The stand must be returned to me in a good, clean condition within 5 days of the delivery date. Upon the return of the stand the deposit will be refunded.

Price and Payment

The price of your cake and payment due dates will be as set out in your order confirmation.

No Vat is payable on the cakes.

A non-refundable £100.00 Booking fee is required to secure your order & chosen date.

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.

For Wedding Cakes, a detailed order confirmation will be issued detailing the final balance and payment details. No further payment reminders will be sent, and it is the responsibility of the client to ensure payment is on time.

Please note all booking fees are non-refundable and non-transferable.

The balance must be paid in cleared monies no later than the date set out in the order confirmation by bank transfer to the account specified.

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 Sally

Jean Wedding Cakes

Cancellation, postponement and alterations

In the event of a cancellation by yourselves, charges are as follows;

More than 90 calendar days prior to the date = booking fee only.

90 calendar days to 30 calendar days prior to the date = booking fee plus half the remaining balance.

Less than 30 calendar days prior to the date = full amount

In the event of a postponement, the payment due remains the same as a cancellation. Subject to availability I will carry the monies paid forward to the new due date. Please be aware that I will only do this on one occasion. Any further postponements will be classes as a cancellation.

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.

In the unlikely event that I need to cancel your order any monies paid will be refunded. Sally Jean Wedding Cakes 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, non-availability of materials or supplies or any other event outside the control of Sally Jean Wedding Cakes, and Sally Jean Wedding Cakes shall not be liable for any breach of contract resulting from such an event.

Complaints

Complaints are exceedingly rare and due to the amount of time and work put into each individual cake I take them very seriously. Any issues must be brought to my attention with 24 hours on collection or delivery to give fair opportunity to assess the nature of the complaint.

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 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.

Where the complaint is regarding the quality of the cake then the cake, or remainder of the cake/tier, must be returned to me in 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.

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

General Terms

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

I reserve the right to use images of your cake for any form of advertising including web-based promotions, brochures, galleries, and competitions. It is advisable that you make a copy of all documentation received from Sally Jean Wedding Cakes for your own benefit.

Thank you for your order.