



Cakes by Shelly
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Terms and Conditions

These terms form the basis of the contract between you (the client) and Cakes by Shelly and will be the final resort in case of dispute arising from the provision of services by Cakes by Shelly to the client. Any breach of these conditions will constitute a breach of contract and may terminate the contract with no redress on, or liability to Cakes by Shelly.

Basis of Sale

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. Please check all details in the order confirmation are complete and accurate as this is the document we work to when completing your order.

Any samples, drawings, or descriptions we issue and any descriptions or illustrations contained on our website are issued solely to provide you with an approximate idea of the cakes they describe.

These Terms shall becoming binding on you and us when a non refundable deposit is paid and an order confirmation is issued at which point a contract shall come into existence between us.

Any quotations shall be valid for a period of 30 calendar days from its day of issue.

You may prior to 28 days before the due delivery day (7 days for celebration cakes) amend or cancel your order by providing us 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. In the event of a cancellation any payments previously made are NON REFUNDABLE.

In the unlikely event that we need to cancel your order any deposits paid will be fully refunded to you. No further liability will be sort. Possible reasons for us to cancel include death, injury, illness (due to health and safety regulations), serious medical condition or an accident to myself or any immediate family member.

The Cakes

We 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. We 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.

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

As our cakes are made in an environment where nuts are present, we cannot guarantee that any cake is entirely nut free although we make every effort to ensure that allergies are accommodated.

We cannot guarantee an exact replica of any cake but we will do our best to make it so. Where colour swatches are provided we will do our best to match as close as we deem possible. Exact colour matches are not guaranteed.

From time to time certain materials for our cakes may become obsolete e.g. a particular colour ribbon. This is totally out of our control; however we will do our best to select replacement products to reflect the original design as closely as possible. In all cases we will try to contact you to advise of any such changes; however we reserve the right to replace items with component parts of equal or better quality without consultation.

If your cake contains figures made from sugar paste, whilst edible, we do not advise that they be eaten, due to the possible presence of dowels (dried spaghetti or sugar sticks) for reinforcement. All of our figures are handmade, and therefore, whilst we try to capture the characteristics of a particular person if requested (such as with eye colour, hair colour, hair length, glasses etc), we cannot guarantee a true likeness.

The cake is a fresh product containing no additives or preservatives and it is our 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.

Delivery and Collection

All orders may be collected free of charge from Cakes by Shelly by prior arrangement. A signature is required on collection confirming you have received your order in good condition and as specified. We accept no responsibility for any damage sustained to the cake once it has been signed for.

If delivery has been requested we will deliver the cake on the day set out in the order confirmation to the address provided. We do not offer specific delivery times.

When delivering to a wedding venue, we will always contact the venue in advance to arrange a mutually convenient time for delivery. If we set up the wedding cake we shall take a photograph of the cake before leaving and obtain a signature from the venue confirming the cake has been received in good condition. Should the venue need to set up the cake themselves we shall explain how the cake is to be displayed and obtain a signature to verify I have done so. Once the cake has been delivered we are unable to accept and liability for any damage sustained to the cake thereafter nor any failure to follow the instructions provided.

Price and Payment

The price of your cake will be as set out in your order confirmation. No Vat is payable on the cakes.

A £50 deposit is required for wedding cake orders and a 25% deposit for all other cakes. An 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.

The balance must be paid in clear monies no later than the date set out in the order confirmation by bank transfer to the account specified, cash or cheque payable to M Shulman.

If payment is not received by the date specified this shall be constituted as breach of contract by the client. We reserve the right to hold the order until payment is made in full. When payment is late we accept no responsibility should we 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 cakes by shelly.

General Terms:

All designs remain the property of Cakes by Shelly.

We reserve the right to use images of your cake for any form of advertising. Web based promotions, brochures, galleries and competitions apply.

It is advisable that you make a copy of all documentation received from Cakes by Shelly for your own benefit.

All of the above agreements apply to all of our work.

Terms and conditions may change at any time but will not affect your contract with Cakes by Shelly. This does not affect your statutory rights.

August 2011