

Terms & Conditions

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1.1: General

The Client hereinafter referred to as you/your.
Mel's Magical Cakes is hereinafter referred to as we/our/us.

All copyright, design and intellectual property rights relating to our designs will remain the property of Mel's Magical Cakes. Breaches of copyright will not be tolerated and therefore the designs and content of this website must not be reproduced, downloaded or copied in any form without prior agreement. Legal action may be taken in such cases.

It is your responsibility to ensure that you have copyright permission to use any material which you ask Mel's Magical Cakes to reproduce within your cake(s). You will indemnify us against any action brought against Mel's Magical Cakes for breach of a third party's copyright.

By placing an order with Mel's Magical Cakes, either through our website or by telephone, or by any other medium, you are agreeing to these terms.

1.2: Ordering

When you place an order via this website you will be sent an order acknowledgement by email detailing everything you have ordered. This email is not an order confirmation or order acceptance from Mel's Magical Cakes. Acceptance of your order and completion of the contract between you and Mel's Magical Cakes will take place on dispatch to you of the products ordered unless Mel's Magical Cakes notifies you that your order has not been accepted or you have cancelled it.

Cupcakes: A minimum one weeks notice is required. Minimum order is 12 per single flavour.

Celebration cakes: A minimum two weeks notice is required. However, if the cake is of a basic design then a weeks notice may suffice. Where possible, we will accommodate for rush orders so please do contact us.

Wedding cakes: A minimum of eight weeks notice is required.

On occasions we may not have the resources to meet demands, particularly during busy periods of the year especially in the summer months. Please therefore order as early as possible to avoid disappointment.

As our cakes are individually handmade, they may vary slightly from one example to another. Please also note that due to the limitations of computer displays, colours may vary slightly from their appearance on our website.

In most cases, once our customers have advised us of the basic theme, they are happy for us to have a free-hand in designing the finished look of the cake. However, if you have a specific design in mind

then please ensure that you provide us with detailed information as to the finished article as we can only interpret the final look from the wording of your order.

If an inscription colour or any other choice is left un-selected on your order then we reserve the right to use our own discretion.

We reserve the right to use our own artistic judgment when designing and creating your cakes and may need to adjust your order accordingly.

Any alterations to the original cake design which are made 24 hours after securing your order will result in a £5 administration fee.

Whilst all our cake toppers, figures and flowers are handmade in sugar, they are not all edible as they may contain wires and other non-edible materials. They must be removed from your cake before it is cut. It is your responsibility to ensure that caterers/venues are aware of this fact. Mel's Magical Cakes will notify you of all non-edible items upon delivery/collection of your cake(s).

1.3: Deposits & Payment

Wedding Cakes – we require a 50% deposit to secure an order and the balance is due 14 days prior to delivery/collection.

Cupcakes/Celebration Cakes - we require a 50% deposit to secure an order with the balance being due 7 days before delivery. If the cake is to be collected in person then we will accept the balance in cash on the same day but this must be by prior agreement. If the cake was originally ordered only 7 days before the delivery/collection date then the full amount is due immediately to secure the order.

We only accept payment via Paypal, cash payments or cheques. We reserve the right to hold the order until we are in receipt of cleared funds in full.

All deposits are strictly NON-REFUNDABLE to cover Mel's Magical Cakes against possible loss in business.

1.4: Delivery

Fondant covered cupcakes can be posted to all of mainland UK by Royal Mail next day special delivery service. Please note that due to the delicacy of our butter cream cupcakes and some of our 3d decorated sugar moulds, these are not suitable for posting.

All our cakes are delivered boxed.

Subject to availability, we aim to deliver your cake(s) on your chosen delivery date to the delivery address provided but we cannot give exact delivery time.

If you will not be at home on your chosen delivery date, please give an alternative address within your area. We only delivery to home or work addresses and venues.

If you require your cake before a specified time you must chose a delivery date for the day before.

We cannot be held responsible for any interference with the completed cake once it has been collected/delivered.

Once the cake has been collected/delivered, the cake is no longer our responsibility.

We currently deliver to areas within the M25. Areas within the congestion zone will attract an additional

fee.

Prices are calculated when your order is placed.

We do not deliver on Sundays and Bank Holidays.

Alternatively you may attend at our premises to collect your cake by prior appointment only.

Please note that occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date.

If you fail to take delivery of an order on the arranged date then, except where this failure is caused by our failure to comply with these Terms or by an event beyond our control: (a) we will store the cake(s) until delivery/collection takes place; and (b) we shall have no liability to you for late delivery. If you have not taken delivery of the cake within three days of the arranged delivery/collection date we may resell or otherwise dispose of the cakes(s).

It is your responsibility to check the address details you have supplied are accurate and complete, since no refunds are given on goods delivered to the wrong address due to an error on your part.

1.5: Defective Products and Returns

We always make our cakes to the highest standard. However, in the unlikely event that a mistake or problem arises, we would ask you to report the problem to us as soon as possible after delivery/collection so that we may attempt to rectify the matter.

If the cake(s) are faulty, we will (a) provide you with a full or partial refund; or (b) replace the cake(s). Faulty cakes or part of cakes must be returned within three days to ensure we are able to fairly assess the nature of the complaint. Any refunds for returned items will be made after the goods have been returned. Some complaints may require further investigation and an immediate refund may not always be possible. The maximum refund we offer is the value of the cake and delivery. Further compensation is not available.

We will not accept responsibility for any errors made as a result of inaccurate information supplied by you.

1.6: Cancellation Policy

All deposits are strictly NON-REFUNDABLE to cover Mel's Magical Cakes against possible loss in business.

There will be no refund on cakes cancelled less than 7 days prior to collection or delivery.

1.7: Allergies

Mel's Magical Cakes contain eggs, dairy, gluten and possibly nut traces. We do not assume any responsibility if any recipient suffers an allergic reaction of any kind.

1.8: Photography

All cakes remain the property of Mel's Magical Cakes until paid for in full. We reserve the right to take photographs of your cake(s) for use on our website and any other publications whether online or in print.