Hayley's Cupcakes

Bespoke Celebration Cakes

Terms and Conditions

1. Collections and deliveries

All orders may be collected free of charge from me by prior arrangement. Please be sure to schedule your pickup/delivery time accurately.

If you feel that you are going to be later than planned, please contact me as soon as possible. If you need a time outside your original pickup window, a new pickup time can be arranged by me to fit around other collections and deliveries. A 15-minute grace period will be given; outside this time slot I cannot promise I will be available, as I also have deliveries.

If delivery has been requested, I will deliver the cake on the day set out in the order confirmation to the address provided. If the delivery address changes after the order has been confirmed, additional charges may be added to cover extra mileage and time.

If I am requested to set up a wedding cake, I shall take a photograph of the cake before leaving and, where possible, obtain a signature from the venue confirming that the cake has been received in good condition. 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 that I have done so.

Once the cake has been delivered, I am unable to accept liability for any damage sustained to the cake thereafter, or for any failure to follow the instructions provided. Please ensure that all cake tables are sturdy and level. Failure to provide a suitable level surface may result in the cake being relocated and a fee being charged for additional setup time.

If the cake is delivered with a cake stand, a security deposit will be payable with the final balance. The stand must be returned to me in a good, clean condition within 3 days of the wedding. Upon return of the stand, the deposit will be refunded by bank transfer within 5 working days. Should the stand be returned broken, damaged, or after the 3-day period, the cost of a replacement stand will be deducted from the security deposit.

2. Food Allergies

I offer a range of cakes made with gluten-free sponge and dairy-free options, and I can also cater for vegans. However, all my cakes are baked and decorated in an environment where nuts are present.

Unless specified otherwise, cakes may contain **NUTS, MILK, EGGS, WHEAT, SOYA, GLUTEN, LUPIN AND SESAME SEEDS.**

Food allergy information is available on request. Separate equipment is used for gluten-free, vegan and nut-allergy orders, but I cannot be responsible for incidents involving personal food allergies as I work with many ingredients in one kitchen. All cakes are made with the appropriate ingredients, but I must state that they 'may contain traces'.

3. Basis of Sale

Quotations are valid for a period of 7 calendar days from the day of issue. Cake sizes quoted are in inches and are based on the diameter of the cake.

No contract is made with you until I have received your deposit/payment. Once your payment has been received, you are in a legally binding contract with Hayley's Cupcakes.

4. Cakes

I cannot guarantee an exact replica of any cake, but I will do my best to make it so. If your cake contains figures made from sugar paste, whilst edible, I do not advise that they be eaten due to the possible presence of dowels

for reinforcement.

All my figures are handmade and, whilst I try to capture the characteristics or likeness of a particular person if requested (such as eye colour, hair colour, hair length, glasses, etc.), I cannot guarantee a true likeness.

Stacked cakes contain dowels in each tier to provide support and these should be removed before consumption. **DO NOT PUSH FACES INTO ANY OF MY CAKES AS THEY DO CONTAIN DOWELS.**

5. Changes

Any changes to an order of cupcakes or celebration cakes must be made in writing and agreed by me at least 5 days before delivery or collection. For wedding cakes, any changes need to be agreed 14 days prior to the event. Without agreement, the original order will be final.

6. Payment

The price for my celebration cakes and cupcakes (excluding wedding cakes) is payable as follows:

Bespoke cakes under £100: payable in full at the time of order.
Bespoke cakes over £100:
1. 50% of the total cost (including delivery charge) upon your acceptance of my price, when more than 21 days before the event.
2. The balance of the total cost is payable 7 days prior to delivery or collection.
3. If an order is placed within 21 days of the event, the total cost is payable at the time the order is taken.

The price for my wedding cakes is payable as follows:

1. When ordering a bespoke wedding cake following a consultation, I ask for a 50% deposit of the total cost (including delivery and/or setup charge) upon your acceptance of my quote, if the event is more than 30 days away.
2. The balance of the total cost is payable no later than 14 days prior to delivery/collection.
3. If an order is placed within 30 days of the event, the total cost is payable at the time the order is taken.

Once a price has been agreed and the order accepted, you will have 48 hours to make payment. If no payment has been made, please contact me to check availability, as slots will not be held for longer than 48 hours. If payment has been made after the 48 hours has passed, I cannot guarantee your order and a refund may be given; please see the refund terms.

All other products (non-celebration cakes) are payable in full at the time of purchase.

7. Cancellation

You may cancel a celebration cake order at any time, provided the cancellation is made by the person who placed the order, or another person authorised to act on their behalf, and is communicated to me in writing/email.

As this incurs administrative costs, lost business and impacts on my commitment to other customers, I will apply the following cancellation charges:

Days before delivery / collection date	Cancellation charge (percentage of total price)
14 days or more	10%
7-13 days	50%
6 days or less	100%

For wedding cakes:

Days before event	Cancellation charge (percentage of total cost)
60 days or more	10%
30-59 days	50%
14-29 days	75%
13 days or less	100%

8. Refunds

All refunds are subject to a 14-day turnaround.

If, in the unfortunate event, I have to cancel your order, I will notify you and refund any sums paid as soon as possible, but in any event within 14 days.

9. General terms

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 Hayley's Cupcakes for your own benefit.

10. Complaints

Complaints are very rare and, due to the amount of work put into each individual cake, I take them very seriously. Any issues must be brought to my attention within 48 hours of collection or delivery to give a fair opportunity to assess the nature of the complaint.

Both parties agree not to 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 and providing the other party with a prior opportunity to resolve any issues between the parties amicably.

Complaints regarding the decoration of celebration cakes can be easily repaired, so errors of this nature must be pointed out upon delivery/collection to give me the opportunity to correct them.

Where the complaint concerns the quality of the cake, the cake or the remaining 80% 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.

Cakes with less than 80% remaining, or outside the 48-hour time frame, will not be refunded or replaced. It is the responsibility of the customer to provide proof/evidence to support their complaint. Please note that I can only deal with the client who placed the original order.

Document note: The original document states that these terms and conditions are valid from 16 August 2022. Please update this date if you are issuing a revised version.

These terms and conditions are valid from 1 January 2026.

Henley-on-Thames
Oxfordshire
RG9 1TA

Telephone: 07887 994181
Email: info@hayleyscupcakes.co.uk
Web: hayleyscupcakes.co.uk