

TERMS OF SALE

CONFECTIONERY ENTERPRISES

Statutory Framework & Contractual Terms — Effective May 2026

These terms and conditions are the contract between you and shrewsburybiscuits.com (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them. They protect your rights as well as ours. shrewsburybiscuits.com is owned by Confectionery Enterprises, confectionery artisans registered in Shrewsbury, Shropshire UK.

Legal Address: Confectionery Enterprises, 9 St Marys Ct, Shrewsbury, SY1 1EG.

Please note: The above address does not service parcels of any size, unsolicited snail mail, or cold calling.

1. Definitions

In this Contract, the following definitions apply:

"The Atelier" refers to Confectionery Enterprises.

"The Patron" refers to the individual consumer or corporate entity purchasing goods under this agreement.

"Allocation" refers to the specific bespoke, custom-manufactured confectionery units and associated materials specified in the order confirmation.

"The Contract" refers to the legally binding agreement formed between the Atelier and the Patron incorporating these terms.

2. The Contractual Basis

By confirming an Allocation and proceeding to payment, the Patron enters into a binding agreement with the Atelier governed exclusively by the laws of England and Wales. This document, together with the system-generated digital order confirmation, constitutes the entire agreement between the parties. No prior negotiations, verbal assurances, or informal correspondence shall form part of, or alter, this contract.

3. Bespoke Status & Cancellation Exemptions

All components within the Allocation are handcrafted and manufactured strictly to individual specification. In accordance with Regulation 28(1)(b) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the statutory 14-day "cooling-off" or cancellation period is entirely inapplicable to this transaction. All allocations are final at the point of confirmation; no cancellations, alterations, or change-of-mind refunds will be entertained.

4. Pricing, Minimum Order Quantities, & Transparency

In strict compliance with the Digital Markets, Competition and Consumers Act 2024, the transaction value displayed at checkout constitutes the total financial commitment. This gross figure encompasses all mandatory outlays, including primary product formulation to Minimum Order Quantity (MOQ) standards, bespoke archive packaging elements, internal structural nesting, and secure tracked logistics. No secondary, hidden, or "dripped" charges will be introduced post-selection.

5. Product Nature & Transit Handling Tolerances

The Patron acknowledges that the Allocation consists of fragile, baked artisanal confectionery products. Due to the inherent nature of brittle biscuit structures and the mechanical handling profiles of third-party national postal networks, minor superficial fractures, perimeter chipping, or hair-line separation may occasionally occur during transit.

5.1 Satisfactory Quality Standard: Pursuant to Section 9 of the Consumer Rights Act 2015, the standard of "satisfactory quality" is explicitly defined here as the preservation of structural integrity across the clear majority of the product unit. Minor aesthetic blemishes or superficial transit fragments do not impair the core utility, consumption profile, or taste of the goods and do not constitute a product defect or breach of contract.

6. The Seal of Acceptance, Damage Claims, & Testing Logistics

Goods are supplied contained securely within individual, airtight, heat-sealed primary cellophane packaging units, bound via an intensely adhered structural Kraft brand label.

6.1 Statutory Hygiene Exemption: In accordance with Regulation 28(3)(a) of the Consumer Contracts Regulations 2013, sealed provisions that are unsuitable for return due to health protection or hygiene reasons are permanently exempt from return once unsealed.

6.2 Deemed Acceptance: The physical rupture, opening, or tampering of either the heat-sealed cellophane enclosure or the structural Kraft label constitutes an absolute, irrevocable legal acceptance of the goods in satisfactory condition.

6.3 Evidence Protocol: Because the primary cellophane containment units are entirely transparent, severe structural deformities sustained during transit are visibly apparent prior to unsealing. Any claim asserting transit damage must be submitted formally within 24 hours of delivery and must be accompanied by unedited digital photographs definitively displaying the damage *while the product remains completely sealed inside the intact primary cellophane unit*. Claims featuring a compromised cellophane wrap will be rejected as post-delivery, Patron-induced damage.

6.4 Upfront Return Costs: If a claim requires physical verification, the Patron must return the unit at their own initial expense. The Atelier will only reimburse standard return postage if an inherent transit fault is verified under assessment.

6.5 Severability of Goods & Pro-Rata Credit: Allocations comprising multiple individual boxes are legally classified as severable commercial units. In the event that transit damage is verified in a single unit under Clause 6.3, the sole remedy available shall be a pro-rata monetary refund corresponding strictly to the financial value of that single damaged unit. Due to strict MOQ manufacturing constraints, the Atelier will under no circumstances dispatch a single replacement unit. The existence of verified damage in one unit does not entitle the Patron to reject or return the entire multi-unit consignment.

7. Transit Logistics & Tracking Fraud Provisions

The Atelier relies strictly on independent courier tracking data featuring GPS positioning and photographic doorstep capture.

7.1 Conclusive Proof of Delivery: If the courier's verified tracking data logs the parcel as "Delivered" to the designated destination address, this constitutes conclusive legal proof of fulfilment. Claims for non-receipt will not be entertained where independent tracking logs confirm successful delivery.

7.2 Statutory Delivery Limits: Pursuant to the Consumer Rights Act 2015, if the Allocation has not been delivered within 30 calendar days from the date of contract formation, the Patron holds the legal right to terminate the contract via formal written notice quoting the unique Order Reference. Upon receipt of a valid statutory notice of non-delivery, the Atelier will reverse the transaction, returning a full refund to the original payment instrument within 14 calendar days.

8. Limitation of Liability

The maximum aggregate liability of the Atelier for any breach, non-performance, or tortious act arising under or in connection with this Contract is strictly limited to the financial sum paid by the Patron for the specific Allocation. The Atelier expressly disclaims all liability for indirect, incidental, special, or consequential losses, including but not limited to loss of enjoyment, secondary commercial expenses, or reputational damage.

9. Severability & Third-Party Limitations

Should any specific provision or sub-clause within this Contract be adjudicated as invalid, unlawful, or unenforceable by an authorised court of law, that item shall be severed cleanly; the validity, legality, and enforceability of the remaining clauses shall be completely unaffected. Under the Contracts (Rights of Third Parties) Act 1999, this contract does not afford enforceable rights to any external party not directly bound to this transaction.

10. Exclusive Jurisdiction

This Contract, and any non-contractual obligations or disputes arising out of or in connection with it, shall be governed by, and construed in accordance with, the laws of England and Wales. Both the Atelier and the Patron irrevocably agree that the courts of England and Wales shall retain exclusive jurisdiction to resolve any formal dispute, claim, or litigation.

INSTRUCTION FOR CONTRACT TERMINATION (NON-DELIVERY ONLY)

To execute a contract termination due to a failure to deliver within the 30-day statutory window, copy, complete, and transmit the text below via the registered portal or contact channel:

"To Confectionery Enterprises:

I/We hereby give formal notice that I/we terminate the contract of sale for Order Number [Insert Number], originally confirmed on [Insert Date], due to the expiration of the statutory 30-day delivery threshold.

Patron Name: [Insert Registered Name]

Delivery Address: [Insert Registered Address]

Date of Notice: [Insert Date]"