

TERMS OF SALE

CONFECTIONERY ENTERPRISES

Statutory Framework & Contractual Terms for Private Patrons
Effective July 2026

These terms and conditions constitute the contract between you and shrewsburybiscuits.com ("us", "we", "Confectionery Enterprises"). By visiting or placing an order on Our Website, you agree to be bound by them. They protect your rights as well as ours.

shrewsburybiscuits.com is owned and operated by Confectionery Enterprises, confectionery artisans registered in Shrewsbury, Shropshire, UK.

Legal Address:

Confectionery Enterprises, Suite 6, SY3 8BW

Email:

hello@shrewsburybiscuits.com

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

1. Definitions

In this Contract, the following definitions apply:

- "The Patron" refers to the individual consumer purchasing goods for personal use under this agreement.
- "Allocation" refers to the specific bespoke, custom-manufactured confectionery units, batches, and associated presentation materials specified in the order confirmation.
- "The Contract" refers to the legally binding agreement formed between Confectionery Enterprises and the Patron incorporating these terms and the order confirmation.

2. The Contractual Basis

By confirming an Allocation and proceeding to payment, the Patron enters into a binding agreement with Confectionery Enterprises 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. Statutory Exemptions: Perishability & Custom Specifications

All Allocations consist of fresh, small-batch, handcrafted artisanal confectionery products manufactured strictly on a bake-on-demand basis.

- 3.1 Perishable Goods Exemption: In accordance with Regulation 28(1)(c) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, goods liable to deteriorate or expire rapidly are strictly exempt from the statutory 14-day "cooling-off" cancellation period.
- 3.2 Personalised Specification Exemption: In accordance with Regulation 28(1)(b) of the Consumer Contracts Regulations 2013, goods made to the Patron's bespoke flavour specifications or clearly personalised formulations are concurrently exempt from cancellation rights.
- 3.3 Finality of Order: By virtue of these statutory exemptions, once an Allocation has been confirmed and entered production, the order is commercially final. No cancellations, alterations, or change-of-mind refunds will be entertained. This does not affect statutory rights regarding defective or misdescribed goods.

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, 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 Standards

The Patron acknowledges that the Allocation consists of fragile, baked artisanal confectionery products.

- 5.1 Satisfactory Quality Standard: Pursuant to Section 9 of the Consumer Rights Act 2015, all goods supplied will be of satisfactory quality, fit for consumption, and conform strictly to their description.

- 5.2 Minor Transit Markings: Due to the delicate nature of baked artisanal structures and the handling involved in national transit, minor superficial crumbs, perimeter edge dusting, or hairline marks may occasionally occur during transit. Whether any specific instance of damage impairs the satisfactory quality or consumption profile of the goods will be assessed in accordance with Section 9 of the Consumer Rights Act 2015.

6. Packaging Seals, Damage Claims, & Verification Protocol

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

- 6.1 Statutory Hygiene Exemption: Pursuant to Regulation 28(3)(a) of the Consumer Contracts Regulations 2013, sealed food provisions that are unsuitable for return due to health protection or hygiene reasons permanently lose their eligibility for returns once unsealed.
- 6.2 Evidence & Reporting Protocol: Because primary containment units are transparent, structural transit damage is visibly apparent prior to unsealing. To allow prompt investigation with national couriers, claims asserting transit damage should be submitted as soon as reasonably practicable, and ideally within 48 hours of delivery, accompanied by unedited digital photographs displaying the damaged goods while still within their original sealed packaging.
- 6.3 Multi-Unit Allocations & Pro-Rata Remedies: Allocations comprising multiple separately packaged units are legally classified as severable commercial items. Where transit damage or fault is verified in a single discrete box, the primary financial remedy provided by Confectionery Enterprises shall be a prompt pro-rata monetary refund or credit corresponding strictly to the financial value of that single affected unit. This does not diminish the Patron's statutory rights under the Consumer Rights Act 2015.
- 6.4 Return Logistics: Where physical inspection of damaged goods is required, we will provide a prepaid returns label or reimburse reasonable standard postage costs upon verification of the fault.

7. Transit Logistics & Proof of Delivery

We rely strictly on independent, tracked national courier services featuring GPS positioning and digital delivery logging.

- 7.1 Evidential Presumption of Delivery: In accordance with Section 29 of the Consumer Rights Act 2015, risk transfers when physical possession is acquired by the Patron or a designated third party or safe place authorised by the Patron. Verified courier tracking data depicting delivery to the designated address serves as strong prima facie evidence of fulfilment.
- 7.2 Statutory 30-Day Delivery Limit: Pursuant to the Consumer Rights Act 2015, unless a different timescale has been agreed, if the Allocation has not been delivered within 30 calendar days from the date of contract formation, the Patron holds the absolute legal right to terminate the Contract via formal written notice. Upon receipt of a valid statutory notice of non-delivery, Confectionery Enterprises will issue a full refund to the original payment instrument within 14 calendar days.

8. Limitation of Liability

Nothing in this Contract limits or excludes our liability for death or personal injury caused by negligence, fraud, or any statutory liability that cannot be legally excluded under the Consumer Rights Act 2015 or UK Consumer Protection Law. Subject strictly to the above, the maximum aggregate liability of Confectionery Enterprises for any breach, non-performance, or tortious act is limited to the total financial sum paid by the Patron for the specific Allocation. We expressly disclaim all liability for indirect, secondary, or consequential losses.

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. Governing Law & 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 Confectionery Enterprises and the Patron irrevocably agree that the courts of England and Wales shall retain exclusive jurisdiction to resolve any formal dispute, claim, or litigation.

FORMAL NOTICE OF 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 email or written correspondence:

To Confectionery Enterprises:

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

Patron Name: [Insert Registered Name]

Delivery Address: [Insert Registered Address]

Date of Notice: [Insert Date]