

Terms and Conditions for Website Use

1.Introduction

Welcome to www.abolcoffeeco.com.

This page tells you the terms on which you may use our website [abolcoffeeco.com](http://www.abolcoffeeco.com) whether as registered user or guest, and how you may make a purchase either through our website or via another online sales platform. Please read carefully before use.

By using the site and proceeding to make a purchase, you accept the terms and agree to obey them. If you don't accept them, please don't use the site or make a purchase.

2.Who We Are

www.abolcoffee.com is operated by Abol Coffee Company Limited, a UK limited company registered in England under company number 11000592.

Some important details about us:

Our registered office is at: Newminster House, 27-29 Baldwin Street, Bristol BS1 1LT

3.Use of the Site

You have permission for temporary use of the site, but we can withdraw or change our service at any time without telling you and without being legally responsible to you.

You must treat all identification codes, passwords and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).

You agree to follow our acceptable use policy

<http://www.abolcoffeeco.com/acceptable-use-policy.pdf>

If you allow anyone else to use our site, you must make sure that they read these terms first, and that they follow them.

Only use the site as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.

We frequently update the site and make changes to it, but we don't have to do this, and material on the site may be out-of-date. No material on the site is intended to contain advice, and you shouldn't rely on it. We exclude all legal responsibility and costs for reliance placed on the site by anyone.

We follow our privacy policy in handling information about you. You can read our policy at <http://www.abolcoffeeco.com/privacy-policy.pdf>

By using the site, you agree to us handling this information and confirm that data you provide is accurate.

4. Intellectual Property Rights

We are the owner or licensee of all intellectual property rights in the site (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.

You are allowed to print one copy and download extracts of any page on the site for your personal reference, but not for commercial use without a licence from us. You must not alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them.

If you breach these terms, you lose your right to use our site, and must destroy or return any copies you have made.

5. Our Legal Responsibility to You

5.1 We do not guarantee the accuracy of material on our site. As far as legally possible, we exclude legal responsibility for the following:

- Any loss to you arising from use of our site
- Loss of income, profit, business, data, contracts, goodwill or savings.

5.2 We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes.

5.3 We don't exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

5.4 We will not be legally responsible to you for any loss of profit or any loss which you allege arises as a consequence from our contract with you, and our total legal responsibility to you under these terms will not exceed the price of the Goods.

6.Uploading to our Site

If you contact other users of our site or upload material to it, you must follow our acceptable use policy, which sets out standards for usage. You can read this policy at <http://www.abolcoffeeco.com/acceptable-use-policy.pdf>

You agree to reimburse us for any costs or expenses we incur as a result of any breach of this term.

Material that you upload will be regarded as non-confidential and not owned. This means that we can copy it, distribute it, and show it to other people for any purpose. You agree that if anyone else claims to own the material, or says that it breaches their rights, we can give them your identity.

We won't be legally responsible to anybody for the accuracy of material that you upload to the site, and we can remove it at any time if we think it doesn't follow our acceptable use policy.

7.Computer Offences

If you do anything which is a criminal offence under a law called the Computer Misuse Act 1990, your right to use the site will end straightaway. We will report you to the relevant authorities and give them your identity.

Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

You mustn't try to get access to our site or server or any connected database or make any 'attack' on the site. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via our site.

8.Links to Our Site

You are allowed to make a legal link to our website's homepage from your website if the content on your site meets the standards of our acceptable use policy <http://www.abolcoffeeco.com/acceptable-use-policy.pdf>. We can end this permission at any time.

You mustn't suggest any endorsement by us or association with us unless we agree in writing.

9.Links From Our Site

Links from our Site Platform to other websites are for information only. We don't control them and don't accept responsibility for other websites or any materials found upon them or any loss you suffer from using them.

10.Variation

We change these terms from time to time and you must check them for changes because they are binding on you.

11. Our Goods

11.1 By purchasing our coffee products or any other products (the “**Goods**”), you agree to make that purchase on the terms and conditions set out herein. These terms are our entire agreement. No previous statements or representations that we have made to you form part of these terms unless they are written into it. This includes samples, drawings, advertising, catalogues and other promotional or descriptive material.

11.2 We will ensure that the following information is given or made available to you prior to your purchase, unless such information is already apparent from the context of the transaction:

11.2.1 The main characteristics of the Goods;

11.2.2 Our identity and contact details;

11.2.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

11.2.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

11.2.5 Where applicable, the arrangements for payment, delivery and the time by which we undertake to deliver the Goods;

11.2.6 Our complaints handling policy;

11.2.7 We shall ensure that you are aware of our legal duty to supply goods that are in conformity with these terms; and

11.2.8 Where applicable, details of after-sales services and commercial guarantees.

12.Delivery of the Goods

12.1 We will give you a delivery note with each delivery of Goods. It will state the order date, the order reference number, the type and quantity of Goods, the storage instructions, and the outstanding balance of the order if we are delivering Goods by instalments.

12.2 We will deliver the Goods to **the address specified in your order as soon as reasonably possible after you make your purchase**. However, delivery dates are approximate, and time of delivery is not guaranteed. Delivery will be completed when the Goods are delivered to the delivery address on your order or the Goods have been collected by you. We are not liable for any failure by any delivery service or carrier.

12.3 If we fail to deliver the Goods, our legal responsibility to you will be limited to your costs of obtaining replacements of similar type and quality at the cheapest available price, less the price of the Goods. We will not be legally responsible to you for non-delivery if you give us inadequate delivery or other supply instructions.

12.4 We are allowed to deliver the Goods in instalments. If we do this, each instalment will make up a separate contract with its own invoice and payment arrangements. If an instalment is delayed, you may not cancel other instalments because of the delay.

12.5 If we fail to deliver the Goods, you may treat these terms as being at an end and we will reimburse you without undue delay. Alternatively you may, instead of treating these terms as being at an end, specify a new delivery time or time period. If we continue to fail to deliver the Goods, you may treat these terms as being at an end and we will reimburse you without undue delay.

13.Promises

13.1 We want you to be satisfied with the quality of the Goods and so we offer you the following promise for **28 days** from the delivery date:

13.1.1 the Goods are the same in all material respects as their description. We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in our sales and marketing literature. We don't, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

13.1.2 the Goods are free from significant defects;

13.1.3 the Goods are of satisfactory quality;

13.1.4 the Goods are suitable for any purpose that we have specified.

13.2 If you discover that some or all of the Goods do not meet this promise, you can either reject them within 28 days of their receipt by notice in writing to us, or require us to replace them, or (if we fail to do that) require us to refund you the price of the defective Goods. This will only apply, however, if you have done the following:

13.2.1 given us a reasonable opportunity of examining the Goods, and

13.2.2 returned the Goods to us at our address and cost, if requested.

To complete your return, we require a receipt or proof of purchase.

13.3 Our promise does not apply if:

13.3.1 you continue to use the Goods after you have given us Notice of a defect;

13.3.2 the defect has arisen because you have failed to follow any written or oral instructions on the use, storage, installation, or maintenance of the Goods;

13.3.3 the defect arises because we followed your instructions, specifications, drawing or design;

13.3.4 you alter the Goods without previously getting our written agreement;

13.3.5 the defect is a result of fair wear and tear, negligence, (being your lack of reasonable care), abnormal storage or working conditions, or deliberate damage;

13.3.6 changes have been made to the Goods to comply with regulations which apply to them;

13.3.7 the Goods have been used or are not in their original packaging.

13.4 There are certain situations where only partial refunds are granted:

13.4.1 Any item not in its original condition, is damaged or missing parts for reasons not due to our error.

13.4.2 Any item that is returned more than 28 days after delivery

13.4 Our promise only applies on the basis of this clause, but it also applies on the same basis to any replacement Goods that we supply.

13.5 You may cancel your purchase at any time before we dispatch the Goods by contacting us in writing.

13.6 You may also cancel your purchase within 14 days of receipt of the Goods if it is placed with us electronically. If you have already paid for the Goods, the payment will be refunded to you within 14 days of your cancellation (including delivery costs).

13.7 We may cancel your order at any time before we dispatch the Goods in the following circumstances:

13.7.1 The goods are no longer in stock and we are unable to re-stock (if, for example, the goods are discontinued); or

13.7.2 An event outside of our control continues for more than 14 days.

13.8 If we cancel your order under sub-Clause 13.7 and you have already paid for the Goods, the payment will be refunded to you within 14 days. If we cancel your order, the cancellation will be confirmed by us in writing.

14. Ownership and Risk

The risk of damage to the Goods or their loss passes to you on completion of delivery. You should make sure that you insure the Goods from this time onwards.

15. Price and Payment

The price of the Goods is as advertised on the platform you are purchasing the Goods. Postage and packaging will be invoiced for separately, and paid at the time of purchase.

16. Process for Returns

16.1 Clause 13 sets out when we will accept a return.

16.2 Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

16.3 If your refund is approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

Late or missing refunds (if applicable)

16.4 If you haven't received a refund yet, first check your bank account again. Then contact your credit card company, as it may take some time before your refund is officially posted.

16.5 Next contact your bank. There is often some processing time before a refund is posted. If you've done all of this and you still have not received your refund yet, please contact us at info@abolcoffeeco.com

Sale items (if applicable)

16.6 Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

16.7 You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

16.8 Depending on where you live, the time it may take for your exchanged Goods to reach you, may vary.

16.9 If you are shipping an item over £50, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned Goods.

17.Applicable Law

17.1 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it.

17.2 Any dispute shall not affect the Parties' ongoing obligations under the Agreement.

17.3 The English courts have the only right to hear claims related to our site, and all disputes are governed by English law.

18.Contact Us

Please email us at info@abolcoffeeco.com to contact us about any issues.