

## Background

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us to both businesses and consumers through our websites, <https://shop.roastandground.co.uk> and <https://roastandgrounddirect.co.uk> ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

## Interpretation

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>Contract</b>	<i>means a contract for the purchase and sale of Goods, as explained in these Terms of Sale;</i>
<b>Goods</b>	<i>means the goods sold by Us through Our Sites;</i>
<b>Order</b>	<i>means your order for Goods;</i>
<b>Order Confirmation</b>	<i>means our acceptance and confirmation of your Order;</i>
<b>Order Number</b>	<i>means the reference number for your Order</i>
<b>We/Us/Our</b>	<i>means Roast &amp; Ground Limited, a company registered in England under company number 04523314, whose registered address is at Unit 6, Kingston Business Centre, Fullers Way South, Chessington, KT9 1DQ.</i>
<b>Our Site</b>	<i>www.shop.roastandground.co.uk and/or www.roastandgrounddirect.co.uk and/or www.roastandground.co.uk</i>

## Making A Purchase

Making a purchase could not be easier. Just browse our store and add any items that you wish to buy into the shopping cart.

After you have finished your selection, click on 'Checkout' and you will be asked for a few details that we need to be able to complete the order.

The payment options are displayed on our Site. If you have made a mistake in your order and cannot correct it in the shopping cart, contact Us and We will correct the mistake.

## Access to and Use of Our Sites

Access to Our Site is free of charge.

It is your responsibility to make all arrangements necessary in order to access Our Site.



Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of them) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of them) is unavailable at any time and for any period.

You are not permitted to copy, reproduce, republish, distribute or display any of the information on this website unless permission has been given by Us. Neither are you allowed to metatag, mirror or link with our website.

### **Goods, Pricing and Availability**

We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:

- Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in device displays and lighting conditions.
- Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.

Minor changes may, from time to time, be made to certain Goods between your Order being placed and Us processing that Order and despatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. Any such changes will not change any main characteristics of the Goods and will not normally affect your use of those Goods. However, if any change is made that would affect your use of the Goods, suitable information will be provided to you.

All prices are in Great British Pounds (GBP). We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. All prices quoted are however subject to change, without notice, at any time prior to Our acceptance of a Buyer’s order, to such prices prevailing at the time of acceptance.

When confirmation of your order is received, this is to indicate that We have received your order. It does not indicate that a contract exists between us. We will indicate acceptance of your order, and hence a contract between us, when your payment has been processed and we have accepted your offer.

We undertake to accept your order within three working days, and most commonly next working day. If we have not responded to you within five working days your offer is deemed to be rejected. We are not obliged to give a reason for this.

All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, We will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 14 days, We will treat your Order as cancelled and notify you of this in writing.

For business credit account customers invoices should be paid within 30 days of receiving it via email or post. Overdue Invoices will incur a late payment charge of 5% of the order value, which will be levied in your next invoice.

## **Shipping and Handling**

### **Customers shopping on [roastandgrounddirect.co.uk](https://roastandgrounddirect.co.uk)**

All orders over £20 (excluding vat) and after any discounts or promotional vouchers will be delivered free of charge. Smaller value orders under £20 will have a small delivery charge of £4.95 added to the invoice. This charge is for deliveries to England, Wales and Scotland and excludes the Scottish Highlands and Islands. Orders outside of these areas will be subject to additional delivery charges.

### **Business account customers shopping on [shop.roastandground.co.uk](https://shop.roastandground.co.uk)**

For orders over £75 (excluding vat) and after any discounts or promotional vouchers will be delivered free of charge. Smaller value orders will have a delivery charge of £8.75 added to the invoice. This charge is for deliveries to England, Wales and Scotland and excludes the Scottish Highlands and Islands. Orders outside of these areas will be subject to additional delivery charges.

## **Delivery Schedule**

### **Customers shopping on [roastandgrounddirect.co.uk](https://roastandgrounddirect.co.uk)**

We aim to deliver your order according to the delivery information published on the [roastandgrounddirect.co.uk](https://roastandgrounddirect.co.uk) website. You must inform us within two working days (Monday – Friday) if the goods are lost or damaged in transit so that we can make a prompt claim against the delivery company and correct the problem. Please quote your order number in all correspondence.

You agree that proof of delivery supplied by our delivery company is sufficient evidence to establish that goods have been received.

### **Business account customers shopping on [shop.roastandground.co.uk](https://shop.roastandground.co.uk)**

We aim to deliver your order according to the delivery information published on the [shop.roastandground.co.uk](https://shop.roastandground.co.uk) website.

You must inform us within two working days (Monday – Friday) if the goods are lost or damaged in transit so that we can make a prompt claim against the delivery company and correct the problem. Please quote your order number in all correspondence.

You agree that proof of delivery supplied by our delivery company is sufficient evidence to establish that goods have been received.

## **Back Orders**

If your item is not in stock, We will back order for you. You will always be emailed with the option to cancel your order if you would rather not wait. We will send the items that we have in stock and follow on with any back order items free of any additional delivery charge.

## **Tax Charges**

All orders made for delivery to UK addresses will be charged VAT at the prevailing rate. This additional charge will be added to the cost of the Goods and the carriage charge when applicable.

## **Credit Card Security**

When the order is placed at Our Site, credit card numbers are encrypted using 128 bit encryption. They are only decrypted after they reach our computer. They are not held in clear text on any website.

## **Data Protection, Privacy & Cookie Policies**

Roast & Ground Ltd operate in accordance with a dedicated Privacy Policy. We also operate in accordance with our Cookie Policy. These Policies can be found on our Sites and are also available on request by emailing [customersupport@roastandground.co.uk](mailto:customersupport@roastandground.co.uk)

Cookies are used on our Sites where they are strictly necessary for the site functionality. They are used to aid navigation, and to keep track of the contents of your shopping cart. If you log in to an account, your logged-in status is recorded in a temporary cookie. If you select the 'Remember Me' Option in the checkout, a cookie will be used to remember your details. You can turn off cookies by blocking them in your browser Privacy settings. If you turn off cookies, you will be unable to place orders or benefit from the other features that use them.

Data collected by our Sites is used to:

1. Take and fulfil customer orders.
2. Administer and enhance the site and service.
3. Only disclose information to third-parties for goods delivery purposes.

All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

## **Returns Policy**

### **Business Customers**

You are entitled to cancel your order and return the goods within 7 working days for a full refund, including the cost of delivery when delivering to your premises. The refund does not include the cost of returning the goods to our premises. Please note that this does not apply to equipment ordered with a specific specification as such goods are, by their very nature, bespoke or to perishable goods. Furthermore, this right does not also apply to equipment which has been ordered to fit a particular site based on dimensions provided by you that turn out to be incorrect.

Do this by contacting us by email or telephone and quoting the order number supplied to you. Your refund will be paid within 30 days of receiving the returned goods. You are responsible for the cost and risk of loss or damage when returning the goods, so you should take out enough postal insurance to cover their value. This cancellation policy does not affect your rights when we are at fault - for example, if goods are faulty or miss-described.

Any goods returned should be in a saleable condition, this includes the item's outer packaging.

Roast & Ground reserves the right to refuse any returned goods or to credit the Buyer with a lesser amount than that paid, if the goods are damaged, not as new and not resaleable as new.

These terms apply to your order. We may change our terms and conditions at any time, so please do not assume that the same terms will apply in the future.



None of these terms affect your legal rights and these are not diminished in any way. If any term is held to be invalid under any applicable statute or rule of law, that term is automatically omitted from the terms to minimum extent necessary to comply with the law and without affecting the validity or enforceability of the remainder.

## Consumers

In the event you are purchasing as a consumer, you are entitled to the following additional rights (which do not cover purchases made on a B2B basis):

If you are a consumer in the European Union, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. Please note that this does not apply to equipment ordered with a specific specification as such goods are, by their very nature, bespoke, nor to perishable goods. Furthermore, this right does not also apply to equipment which has been ordered to fit a particular site based on dimensions provided by you that turn out to be incorrect. You may also cancel for any reason before We send the Order Confirmation.

If you wish to exercise your right to cancel, you must inform Us of your decision within the cooling-off period. You may do so in any way you wish. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:

- Telephone: 020 8397 8676;
- Email: [customersupport@roastandground.co.uk](mailto:customersupport@roastandground.co.uk);
- Post: Roast & Ground Limited, Unit 6 Kingston Business Centre, Fullers Way South, Chessington, KT9 1DQ;

In each case, providing Us with your name, address, email address, telephone number, and Order Number.

We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.

Please note that you may lose your legal right to cancel in the following circumstances:

- If the Goods are sealed for health or hygiene reasons and you have unsealed those Goods after receiving them;
- If the Goods are likely to deteriorate quickly, for example flowers or food (including coffee);
- If the Goods have been personalised or custom-made for you;
- If the Goods have been inseparably mixed with other items (according to their nature) after you have received them.

Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel.

You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location.

You may return Goods to Us in person during Our business hours of 9am to 5pm Monday to Friday (excluding Bank and Public holidays) or you may return them by post or another suitable delivery service



of your choice to Our returns address at Roast & Ground Limited, Unit 6 Kingston Business Centre, Fullers Way South, Chessington, KT9 1DQ. Please contact Us before making any return. Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause. We will also charge you the direct cost to Us of collection if you request that We collect the Goods from you. The cost of returning Goods to Us should not normally exceed the cost of having them originally delivered to you if you use the same carrier. More details of return costs including collection by Us can be obtained by calling us on 020 8397 8676.

Refunds under this Clause will be issued to you within 14 calendar days of the following:

- The day on which We receive the Goods back; or
- If We are collecting the Goods under 'Faulty, Damaged and Incorrect Goods', the day on which you inform Us that you wish to cancel the Contract; or
- If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.

Refunds under this Clause may be subject to deductions in the following circumstances:

- Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled excessively.
- Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause. We are required by law to reimburse standard delivery charges (or the equivalent) only.

Refunds under this Clause will be made using the same payment method that you used when ordering the Goods.

### **Faulty, Damaged or Incorrect Goods**

We warrant that the Goods, on delivery, shall be as described; be of satisfactory quality (as defined in the Sale of Goods Act 1979); and be fit for any purpose described by Us. If any Goods you have purchased are not as described, subject to your compliance with the conditions below, We shall, at Our option, replace the affected Goods, or issue you with a full refund for the price of the affected Goods. The following conditions shall apply:

- You must give Us written notice of the non-compliance within a reasonable time of discovering it;
- You must return the Goods in question to Us at Our expense; and
- You must give Us a reasonable opportunity to examine the Goods in question.

We will not be liable for any non-compliance with the Sale of Goods Act 1979 of any Goods if any of the following apply:

- You have made any further use of the affected Goods after giving Us written notice of the non-compliance in accordance with the above;
- The non-compliance has arisen as a result of your failure to follow Our instructions on the correct usage, maintenance, installation, storage of the affected Goods or, where no instructions are provided, your failure to follow good trade practice with respect to the same;
- The non-compliance has arisen as a direct result of any information (incorrect or otherwise) provided by you to Us;



- You have made any unauthorised alterations or repairs to the affected Goods; or
- The non-compliance is the result of normal wear and tear, deliberate damage, negligence, or abnormal or unsuitable working conditions.

The terms of this Clause shall also apply to any Goods which are repaired or replaced by Us.

Except as provided in this Clause, We shall have no further liability to you with respect to Goods which do not comply with the Sale of Goods Act 1979. To return Goods to Us for any reason under this Clause, please contact Us on 020 8397 8676 to arrange for a collection and return.

Refunds (whether full or partial) under this Clause will be issued within 14 days of the day on which We agree that you are entitled to the refund. Any and all refunds issued under this Clause will include all delivery costs paid by you when the Goods were originally purchased. Refunds under this Clause will be made using the same payment method that you used when ordering the Goods.

### **Retention of Title**

It is understood that the goods and machinery supplied by Roast & Ground under this agreement will remain the property of the Seller until the Buyer has completed payment in full. Until such point the goods shall be deemed to be a deposit in possession of the Buyer, and the Buyer shall meet all obligations incurred by receiving such deposit, while being entitled to use the goods with due diligence. In the case of loan machines customers shall be responsible to maintain insurance on the machines with losses payable to Roast & Ground against fire, theft, collision, and other such risks.

### **Law and Jurisdiction**

These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law. Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales. None of these terms affect your legal rights and these are not diminished in any way.

### **Severance**

None of these terms affect your legal rights and these are not diminished in any way. If any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case the provision should be disregarded and the rest of the agreement will remain as written.

### **Intellectual Property Rights**

The copyright to website content, including trademarks, brands and logos either belongs to us or we have permissions to use the materials.

### **Limitation of Liability**

Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

- Fraud or fraudulent misrepresentation;
- Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- Defective products under the Consumer Protection Act 1987.

Subject to the above:

- We shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any other indirect or consequential loss arising under or in connection with the Contract ; and
- Our total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1000.
- The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- This clause shall survive termination of the Contract.

## Indemnity

By accessing our Site you agree to indemnify and hold us harmless from all claims, actions, damages and costs, including legal fees, arising from use of our website.

## Force Majeure

Force Majeure Event means an event beyond Our reasonable control including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, disease, storm or default of suppliers or subcontractors.

We shall not be liable to You as a result of any delay or failure to perform Our obligations under this Contract as a result of a Force Majeure Event.

If the Force Majeure Event prevents Us from providing any of the Services and/or Goods for more than two weeks, We shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to You.

## Reaching Us

If you need to reach us, please email us using the link on the store page, alternatively, you can call on 020 8397 8676 (International +44 020 8397 3724) or write to us at Unit 6 Kingston Business, Centre Fullers, Way South Chessington KT9 1DQ, United Kingdom.

Roast & Ground Limited

November 2020