



Freedom Caffe' Ltd is a UK company, VAT registered and fully insured.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. You can only purchase the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1 DEFINITION

In this document the following words shall have the following meanings:

“**Buyer**” means the organisation or person who buys Goods from the Seller;

“**Conditions**” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller;

“**Delivery date**” means the date specified by the Seller when the Goods are to be delivered;

“**Goods**” means the articles to be supplied to the Buyer by the Seller;

“**Intellectual Property Rights**” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

“**Price**” means the price set out in the list of prices of the Goods maintained by the Seller as amended from time to time or such other price as the parties may agree in writing plus such carriage, packing, insurance or other charges or interest on such as may be quoted by the Seller or as may apply in accordance with these conditions;

“Seller” means Freedom Caffè Ltd – 188 Mitcham Rd, Tooting London SW17 9NJ

2 GENERAL

These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may seek to apply under any purchase order, order confirmation or similar document.

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.

Any variation to these Conditions (including any special terms and conditions agreed between the parties including without limitation as to discounts) shall be inapplicable unless agreed in writing by the Seller.

Any advice, recommendation or representation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods or otherwise which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and, accordingly, the Seller shall not be liable for any such advice, recommendation or representation which is not so confirmed.

Nothing in these Conditions shall effect the statutory rights of any Buyer dealing as a consumer.

3. PRICE AND PAYMENTS

Payment of the Price is strictly in advance or at delivery.

The Seller reserves the right to grant, refuse restrict, cancel or alter credit terms at its sole discretion at any time.

Prices are VAT included (when applicable).

4. DESCRIPTION

The description of the Goods is as set out in the website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and color of the Goods supplied.

In the case of any Goods made to your special requirements, it is the Buyer responsibility to ensure that any information or specification you provide is accurate.

All Goods which appear on the Website are subject to availability.

The Seller can make changes to the Goods which are necessary to comply with any applicable law or safety requirement.

5. DELIVERY

Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract and while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.

If the Seller is unable to deliver the Goods for reasons beyond its control (Buyer does not allow us or mail service provider access to the delivery address as arranged), then the Seller shall be entitled to place the Goods in storage until such time as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.

If the Buyer fails to accept delivery of Goods on the delivery date or within 3 days of notification that they are ready for dispatch whether prior to or after the delivery date the Seller reserves the right to invoice the Goods to the Buyer and charge him therefore. In addition, the Buyer shall then pay reasonable storage charges or demurrage as appropriate in the circumstances until the Goods are either dispatched to the Buyer or disposed of elsewhere.

Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 14 days of the delivery date.

Freedom Caffè' do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, the Buyer may need to pay import duties or other taxes, as Freedom Caffè' will not pay them.

6. ACCEPTANCE

The Buyer is required to test Goods upon delivery and shall be deemed to have accepted the

Goods 14 days after delivery to the Buyer. Accordingly, no claim for defect, damage or quality will be entertained (without prejudice to the Seller's other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by the Seller within 14 days of delivery. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

The Buyer shall not remove or otherwise interfere with the marks or numbers on the Goods.

7. RISK AND TITLE

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price of the Goods and of all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

8. INSOLVENCY OF A BUYER

If full payment is overdue or a step occurs towards your bankruptcy, Freedom Caffe' can choose, by notice, to cancel any delivery and end any right to use the Goods still owned by you, in which case the Buyer must return them or allow us to collect them.

9. WARRANTY (Coffee machines)

Where the Goods are found to be defective, the Seller shall, replace defective Goods free of charge within the manufacturer's warranty period if acceptable from the date of delivery, subject to the following conditions;

the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;

the defect being due to faulty design, materials or workmanship;

Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.

Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer and the

Buyer shall have no other remedy against the Seller

The Seller shall be entitled in its absolute discretion to refund the Price of the defective Goods in the event that the Price has already been paid.

10. CONFORMITY

The Seller have a legal duty to supply the Goods in conformity with the Contract. This means the following:

- a. be of satisfactory quality and conform to their description.

HOW WE MAY USE YOUR PERSONAL INFORMATION

The Seller will use the personal information you provide to us only to supply the products to you or to process your payment for the products.

11. WITHDRAWAL, RETURNS AND CANCELLATION

The Buyer can withdraw the Order by telling the Seller before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

This is a distance contract (which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods (with no others) in the following circumstances:

- a. goods that are made to your specifications or are clearly personalised;

12. RIGHT TO CANCEL

The Buyer will email the Seller info@freedomcaffe.com explaining the reasons behind the request to end the contract and how the Buyer may want to proceed.

If the Buyer is exercising the right to change his mind, the Buyer must send off the goods within 14 days of telling the Seller.

If the Buyer ends the contract for any reason after products have been dispatched or the Buyer has received the Goods, the Buyer must return them to the Seller in person or post them back to the Seller. Please note that Seller will accept only unopened products.

Please note that the Seller will pay the costs of return only if the products are faulty or arrive broken or if the Seller have told the Buyer of an upcoming change to the product or

these terms, an error in pricing or description, a delay in delivery due to events outside the Seller control or because the Buyer has a legal right to do so as a result of something that the Seller has done wrong.

In all other circumstances the Buyer is responsible for the costs of return the goods to the Seller.

Deduction for Goods supplied

The Seller may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you. This is because you are liable for that loss and, if that deduction is not made, you must pay the Seller the amount of that loss.

THE SELLER RIGHTS TO END THE CONTRACT

The Seller may end the contract for a product at any time by writing if payments for the Goods has not reached the Seller when this payment is due.

The Buyer must provide the Seller with the necessary information to provide the products, for example, the correct delivery address and/or correct contact details.

The Buyer must, within a reasonable time, allow the Seller to deliver the products and give access to the Seller to the Buyer premises to supply the services

If a contract is ended, the Seller will refund any money that the Buyer have paid in advance for products not provided. The Seller may deduct or charge to the Buyer for any reasonable compensation for the net costs may incur as a result of the breaking of the contract.

13. COMPLAINTS

If any complaints, please contact the Seller via email using info@freedomcaffe.com

The Seller will respond to you as soon as possible (normally within 1-2 business days).

Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

www.freedomcaffe.com

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