

OUR TERMS

1. THESE TERMS

1.1 These are the terms and conditions on which we supply our products to you. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you and how you and we may change or end the contract.

1.2 Allergen advice. Due to the way our products are prepared it is not possible to guarantee the absence of allergens in our products. If you have any allergies or food intolerances, please contact us prior to ordering our products.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **blue** and those specific to businesses only are in **green**.

1.4 If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1.5 If you are a wholesale business customer, then some terms will differ slightly as set out in Clause 18.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Jacobs Coffee House Limited, trading as Mokoko. We are a company registered in England and Wales whose registration number is 07431828. Our VAT number is 103641652. Our registered office is at 6 Abbey Churchyard, Bath, Avon, BA1 1LY.

2.2 You can contact us by:

- Telephoning us at 01225 308770, Monday to Friday, 9am-5pm (excluding Bank and Public Holidays);
- Writing to us at 6 Abbey Churchyard, Bath, Avon, BA1 1LY;
- Emailing us at alex@mokokocoffee.com.
- By visiting one of our stores <https://www.mokokocoffee.com/our-locations/> but please note that any queries relating to an order cannot be dealt with by our store staff

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product.

3.3 We may assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. OUR PRODUCTS

4.1 The images of the products on our website are for illustrative purposes only. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because some of our products are handmade, all sizes and indicated on our website can vary and there may be slight variations in appearance from those shown in our website. We reserve the right to replace unavailable components with those of equal or better quality.

4.2 The packaging of the product may vary from that shown in images on our website.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

We may change the product to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements.

7. PROVIDING THE PRODUCTS

7.1 Our roast day is Tuesday. Orders placed before 6pm on Mondays (excluding Bank Holidays) are usually sent out on a Wednesday using a next day, signed for delivery service but we cannot guarantee delivery times.

7.2 The costs of delivery will be as displayed to you on our website

7.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 If no one is available at your address to take delivery we will leave you a note informing you of how to rearrange delivery unless you have provided us with specific instructions as to delivery (i.e. to be left with a neighbour).

7.5 If, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10.2 will apply.

7.6 When you become responsible for the goods. The product will be your responsibility from the time we deliver the product to the address you gave us or deliver it in accordance with your delivery instructions.

7.7 You own the product once we have received payment in full.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product replaced), see Clause 12;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2;
- (c) If you have just changed your mind about the product, see Clause 8.3. You may be able to get a refund if you are within the cancellation period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 6.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online, consumers have 14 days in which to change their mind and receive a full refund. In this case, you have 14 days after the day you (or someone you nominate) receives the products, unless your delivery is split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

8.4 You do not have a right to change your mind in respect of any products:

- that are made to your specifications or personalised (for example wedding or celebration cakes);
- food items that, by their very nature, are of a short perishable nature or which have an expiry date of up to 14 days after the date of despatch;
- if you have handled the products in a way that you would not do in a shop for example, break any seals, or open or damage any part of the product or its packaging.

8.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind you may still end the contract before the products are delivered but you may have to pay us compensation. If you want to end a contract before the products are delivered just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER AND HAVE CHANGED YOUR MIND)

9.1 To end the contract with us, please let us know by doing one of the following:

- Telephone us at 01225 308770, Monday to Friday, 9am-5pm (excluding Bank and Public Holidays); or
- Write to us at 6 Abbey Churchyard, Bath, Avon, BA1 1LY; or
- Email alex@mokokocoffee.com; or
- [If you are a consumer, print off the form below and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.](#)

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must send them back to us 6 Abbey Churchyard, Bath, Avon, BA1 1LY. The products must be returned back to us in their original condition, with their original packaging. We will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you obtain proof of sending. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable to) such loss or damage.

9.3 We will pay the costs of return if the products are faulty or misdescribed, there was an error in pricing or description or a delay in delivery due to events outside our control. In all other circumstances you must pay the costs of return.

9.4 When your refund will be made. We will make any refunds due to you as soon as possible, but in any event, within 14 days of receiving the product back from you if, upon inspection, it is clear that the products were faulty.

9.5 We wish for you to be completely satisfied with your product however, we would ask you to be aware that taste of the products can be subjective, and your not liking a product does not mean it is defective in any way. If you simply do not like a product, then please contact us and we investigate any complaint you may have.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract for a product at any time by writing to you if:

- (i) you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
- (ii) you do not, within a reasonable time, allow us to deliver the products;
- (iii) you breach any of the terms of this agreement.

10.2 If we end the contract in the situations set out in Clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as possible and will refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

If you have any questions or complaints about the product, please contact us by

- Telephoning us at 01225 308770, Monday to Friday, 9am-5pm (excluding Bank and Public Holidays);
- Writing to us at 6 Abbey Churchyard, Bath, Avon, BA1 1LY;
- Emailing alex@mokokocoffee.com

11.2 We will investigate your complaint but your rights may differ depending on whether you are a business or a consumer customer (see Clause 12)

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS

12.1 IF YOU ARE A BUSINESS

12.1.1 If you are a business customer we warrant that on delivery, any products which are goods shall:

- (a) conform with their description;
- (b) be free from material defects; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

12.1.2 Subject to Clause 12.1.3, if:

- (a) you give us notice in writing within 5 days of receipt of the products that a product does not comply with the warranty set out in Clause 12.1.1;
 - (b) we are given a reasonable opportunity of examining such product; and
 - (c) you return such product to us at our cost,
- we shall, at our option, replace the product, or refund the price of the defective product in full.

12.1.3 We will not be liable for a product's failure to comply with the warranty in Clause 12.1.1 if:

- (a) you make any further use of such product after giving a notice in accordance with Clause 12.1.2(a);
- (b) the defect arises due to your or a recipient's handling of the product beyond what would be deemed as reasonable;
- (c) the defect arises as a result of wilful damage or negligence.

12.1.4 Except as provided in this Clause 12, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in Clause 12.1.1.

12.5 These terms shall apply to any repaired or replacement products supplied by us under Clause 12.1.2.

12.2 IF YOU ARE A CONSUMER

12.2.1 If you are a consumer we are under a legal duty to supply products that are as described, fit for purpose and of satisfactory quality. Nothing in these terms will affect your legal rights.

12.2.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject a product because it is faulty or misdescribed you must return them to us as set out in Clause 9.2. We will pay the costs of postage if upon receipt we agree that the product was faulty or misdescribed. We will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you obtain proof of sending. If returned products are lost or damaged in transit, we reserve the right to charge you (or not to refund any amounts attributable to) such loss or damage.

13. PRICE AND PAYMENT

13.1 The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see Clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

13.4 Methods of payment are set out on our website and payment must be made at the time that you submit your order to us **unless you are registered with us as a wholesale business customer.**

13.5 We may offer general discount codes or vouchers on the Website however, (i) these cannot be used in conjunction with any offer; and (ii) we reserve the right to cancel offers, discounts or vouchers at any time.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at Clause 11.2.

14.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial or business purpose then we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

15.1 Nothing in these terms shall limit or exclude our liability for:
(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

(b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

15.2 Except to the extent expressly stated in Clause 15.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to Clause 15.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the purchase price of the product.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 How we may use your personal information. We will only use your personal information as set out in our [\[LINK TO PRIVACY POLICY\]](#).

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under these terms to another organisation.

17.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

17.7 [Alternative dispute resolution if you are a consumer.](#) If you are not happy with the way we have handled a complaint, for as long as the United Kingdom is part of the European Economic Union, you may be able to submit a claim for online resolution to the European Commission Online Dispute Resolution platform.

18. ADDITIONAL TERMS FOR WHOLESALE BUSINESS CUSTOMERS

18.1 You will need to register with us for an online account.

18.2 We may accept or reject a registration request at our discretion. A registration request will not be accepted, and no binding obligation to supply our products will arise, until we have confirmed our acceptance of your registration.

18.3 Rejection by us of a registration request, including any communication that may accompany such rejection, will not constitute a counter-offer capable of acceptance by you.

18.4 When we accept your registration request, we will

- agree with you the discount that will be applied to your account;
- provide you with unique log-in details so that an account may be opened on our website.

18.5 When you log-in to the website using your unique account details, your discount will automatically be applied to all prices shown on the website.

18.6 You must not allow any third party to submit orders to us using your online account.

18.7 If you submit an order without using your unique log-in details, your discount cannot be applied retrospectively.

18.8 We reserve the right to amend and/or withdraw the discount on your online account at any time upon our giving you 2 days' notice in writing.

18.9 When submitting your order, you will be given the option at the checkout to pay at the time of checkout or to pay by Go Cardless. If you chose the Go Cardless option:

- I. Go Cardless terms and conditions will apply.
- II. Information on this payment method can be found at <https://support.gocardless.com/hc/en-gb/articles/115002835269-FAQs-for-customers-paying-through-GoCardless>
- III. You will be required to provide Go Cardless with your bank details to allow payments to be collected from your bank account by direct debit.
- IV. Payment for the order will then be taken by Go Cardless from your bank account, usually 4 working days after the date of your order, and transferred to us 2 working days later;
- V. If Go Cardless cannot collect payment, then this will constitute a breach of this agreement and we may refuse to deliver a product, and we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

18.10 We may offer general discount codes or vouchers on the Website however, (i) these cannot be used in conjunction with the discount already applied to your account or with any offer; and (ii) we reserve the right to cancel offers, discounts or vouchers at any time; and (iii) we reserve the right to deny an order resulting from the misuse of your account.

CANCELLATION FORM

(Complete and return this form only if you are a consumer and wish to withdraw from the contract)

To: Mokoko Coffee
6 Abbey Churchyard
Bath
Avon BA1 1LY

Email: alex@mokokocoffee.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products

Ordered on [*]

Received on [*]

Name:

Address:

Signature: (only if this form is notified on paper)

Date

[*] Delete as appropriate