



Terms and conditions for buyers

Sensible Coffee Marketplace

Revised date: 21st March 2023

Version: 1

Approved by: Alan Newman, Director, Sensible Development Ltd

1 Introduction

Please read these terms and conditions carefully, as they affect your legal rights.

By using our Marketplace, you accept that you will be bound to the terms and conditions of use in full. If you do not agree to any of these terms and conditions, you must not access, use and/or contribute to our Marketplace. If you have any questions about these terms and conditions, you can contact us using the details set out below.

You must be 18 years of age to use this Marketplace. By using this Marketplace and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

2 Definitions

As used in these Terms and Conditions, the following words have the meaning set forth below:

- 2.1 'Sensible Coffee', 'Auction Platform' or 'Marketplace' are the websites operated by the Marketplace owner for the purposes of facilitating the sale of coffee on behalf of the seller for the benefit of the buyer.
- 2.2 'Auctioneer' or 'Broker' or 'Us/We' is the company Sensible Development Ltd, who own and operate the Marketplace platform Sensible Coffee.
- 2.3 Marketplace Owner Address: Vantage Point New England Road Brighton BN1 4GW United Kingdom.
- 2.4 'Seller' is the organisation offering a lot or lots for sale in this auction operated by the auctioneer.
- 2.5 'Lot': a specific quantity of green coffee offered for sale and described on the page on this Marketplace platform.
- 2.6 'Offer List': a list of coffee currently available to sell on our Marketplace through direct trade
- 2.7 'Auction': a private auction sale marketed by us on behalf of one of our sellers, usually on an Auction Platform provided by us and starting and ending on a specific date.
- 2.8 'Direct Trade': is a sale facilitated by us on behalf of one of our sellers, usually on our Offer List.
- 2.9 'Bidder' is any person registering on our Marketplace Platform for the purpose of bidding in an auction or requesting quotes for Direct Trade.
- 2.10 'Approved Bidder': is any registered person that has been approved by the seller to participate or make a bid at an auction sale.
- 2.11 'Buyer' is the person who makes the highest bid accepted by the auctioneer on an auction, including the principal of any Bidder acting as an agent or the person who has accepted a quote for the purchase of coffee listed on our Offer List or sourced by the Broker.
- 2.12 'Final Price' is the highest bid accepted by the auctioneer at the end of the auction.
- 2.13 'Auction End' is the moment at which the time on the auction clock reaches zero. This is the point at which no more bids will be accepted.

- 2.14 'Buyer's Expense' means all costs or expenses payable by the Buyer in addition to the Purchase Price, in connection with the sale, such as applicable documentation, insurance, and shipping costs.
- 2.15 'Purchase Price': is the sum of the Final Price and the Buyer's Expense including commission paid by the buyer.
- 2.16 'Buyers Commission' is the amount paid by the buyer to the auctioneer or broker for facilitating the transaction.

3 Legal Jurisdiction

- 3.1 This agreement shall be governed by and interpreted in accordance to the laws of England and Wales and all disputes arising under this agreement shall be subject to the exclusive jurisdiction of the English and Welsh courts.

4 Registration

- 4.1 By registering on the Sensible Coffee Platform, either to participate in any auction hosted by Sensible Development Ltd, or to get quotes for direct trade, all buyers expressly acknowledge that they have read and understood these terms and conditions of registration and agree to be bound thereby.
- 4.2 Registration on the Sensible Coffee Marketplace platform enables the bidder to log in to the Marketplace and all Sensible Coffee auction sites for the purpose of Direct Trade, to request samples, or to apply to bid in an Auction.
- 4.3 The bidder agrees to keep his account details strictly confidential and not to permit any third party to use or access his account on his behalf. The bidder will be liable for any and all bids made via his account.
- 4.4 The information supplied by the bidder will be used in line with our [Privacy Policy](#).

5 Ordering Sample Sets & Coffee For Sale

- 5.1 It is the sole responsibility of the bidder to evaluate samples of coffees to be auctioned in order to determine quality and appropriateness of use for specific purposes and customer needs.
- 5.2 If no samples were ordered, complaints will be accepted only based on defects established by SCAA grading form.
- 5.3 Samples are representative of the winning lots prepared.
- 5.4 The coffee being offered for sale through this platform consists of individual distinct lots of green coffee which were selected by the seller.
- 5.5 Terminology and descriptions used and provided by the seller on the lots are not intended to be relied upon in lieu of bidder's sample testing.
- 5.6 All samples will be sent using international courier services.
- 5.7 Where a fee applies, all samples must be paid for using a valid credit card made through the auction platform.
- 5.8 All sample sales are final.
- 5.9 The bidder is responsible for providing the correct shipping information for the samples. Once samples are paid, any changes to the shipping information will be made at the expense and risk of the bidder.

6 Auction Terms

In the event the registered buyer engages in an auction for the purposes of purchasing coffee the following terms shall apply:

- 6.1 Each auction will have its own terms and conditions of sale, which will set out how the auction will be conducted and the terms of sale. Each bidder is solely responsible for understanding the particular auction format and terms of sale.
- 6.2 The auctioneer acts as the agent for both the buyer and seller.
- 6.3 The auctioneer seeks to facilitate the sale between the buyer and seller by promoting the coffee for sale by the seller to the buyer.
- 6.4 The auction will take place on the date specific on the auction platform. This will be defined for each auction.
- 6.5 Each auction shall have its own page. The details of the date of the auction, the opening time of the auction and the coffee for sale are set out on that page.
- 6.6 The bidding will open at the specified time shown on the auction page.
- 6.7 Each bidder is solely responsible for understanding the starting date and time for the auction. This varies from auction to auction.
- 6.8 The bidder should apply to bid twenty four (24) hours before the start of the auction.
- 6.9 The auctioneer has the right at his absolute discretion to approve or refuse an application to bid on this auction, to withdraw the bidder's permission to use the online auction platform, or terminate an online bidding account on this platform; for any reason, at any time prior to, during or after a sale.
- 6.10 Further information may be sought from the bidder over and above that submitted by the bidder prior to accepting their application to bid on this or any further auction operated on the auction platform.
- 6.11 The decision of the auctioneer in any case shall be final and absolute.
- 6.12 Each bidder is solely responsible for familiarising with the platform before the auction date.
- 6.13 The seller reserves the right to withdraw from sale any of the items listed or to sell at this auction items not listed.
- 6.14 The auctioneer has the right at his absolute discretion to refuse any bid. The decision of the auctioneer shall be final and absolute.

7 Brokered Direct Trade

In the event the registered buyer engages the broker in a purchase of coffee on behalf of the buyer the following terms shall apply:

- 7.1 The broker acts as the agent for both the buyer and seller.
- 7.2 The broker seeks to facilitate the sale between the buyer and seller by promoting the coffee for sale by the seller to the buyer.
- 7.3 The buyer will approach the broker for a quote for the coffee that they are interested in buying.
- 7.4 The broker may source other coffee for the buyer to match his individual requirements.

- 7.5 If the buyer wants smaller quantities of coffee than the minimum sale advertised, the broker will seek to consolidate the sale with other buyers' purchases.
- 7.6 The quote will detail the price of the coffee, the broker's commission on sale, the shipping costs and any other specific terms of sale.
- 7.7 If the quote is acceptable to the buyer, the broker will provide a contract for signature and an invoice for payment according to the terms and conditions of sale.

8 Intellectual property and Acceptable Use

- 8.1 All content included on the Marketplace is our property or that of our sellers. This includes any text, graphics, images, audio, video, software, data, code and software. By continuing to use the Marketplace you acknowledge that such content is protected by copyright, trademark and other intellectual property laws.
- 8.2 You may not reproduce, modify, crop, distribute or use for commercial purposes and Content without the prior written permission from us.

9 Prohibited Use

You may not use the Marketplace for any of the following purposes:

- 9.1 In any way which causes, or may cause, damage to the Marketplace or interferes with any other person's use or enjoyment of the Marketplace;
- 9.2 In any way which is harmful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- 9.3 Making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

10 Links to Other Websites

- 10.1 This Marketplace contains links to other sites. Unless expressly stated otherwise, these sites are not under our control or that of our affiliates.
- 10.2 We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising from the use of them
- 10.3 The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

11 Privacy Policy and Cookies

- 11.1 Use of the Marketplace is also governed by our Privacy and Cookies Policy. To view the Privacy Policy and Cookies Policy please click on the link at the bottom of this webpage

12 Availability of the Marketplace and Disclaimers

- 12.1 Any online facilities, tools, services or information that we make available through the Marketplace is provided 'as is' and on an 'as available' basis. We give no warranty that the service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties of fitness for a particular purpose, accuracy of information, compatibility and quality. We are under no obligation to update information on the Marketplace.

- 12.2 Whilst we use reasonable endeavours to ensure that the Marketplace is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security that of their personal details and their computers
- 12.3 We accept no liability for any disruption or non-availability of the Marketplace
- 12.4 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Marketplace including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Marketplace unless stated otherwise.

13 General

- 13.1 You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected
- 13.2 These terms and conditions may be amended from time to time. Users should check the terms and conditions regularly to ensure that they are familiar with the current version
- 13.3 These terms and conditions along with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede are prior discussions, arrangements or agreements that might have taken place in relation to terms and conditions
- 13.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provisions of these terms and conditions
- 13.5 If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required be deemed to be deleted and the validity and enforceability of the other provisions of these terms and conditions will not be affected
- 13.6 Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14 Limitation of Liability

- 14.1 Nothing in these terms and conditions will a) limit or exclude our liability for death or personal injury resulting from our negligence, as applicable b) limit or exclude our liability for fraud or fraudulent misrepresentation or c) limit or exclude any of our liabilities in any way that is not permitted under applicable law
- 14.2 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 14.3 To the maximum extent permitted by law, we accept no liability for any of the following:
- Any business losses, such as profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities
 - Loss or corruption of any data, database or software
 - Any special, indirect or consequential loss or damage

15 Questions

If you have any questions please refer to our [Privacy Policy](#), otherwise please contact us on hello@sensible.coffee.

We may change these terms now and again so we recommend that you check them regularly. Your continued use of www.sensible.coffee will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using this Marketplace.