Terms and Conditions - B2C

Article 1. Application and identity of the seller
These terms and conditions apply to every offer, order, distance contract and sale between Via Nova B.V. and a consumer purchasing products for personal, household or non-commercial use in the United Kingdom.

Via Nova B.V. is a Dutch private limited liability company with statutory seat in Riethoven, The Netherlands, trading under the name Via Nova.

The correspondence address and UK office address are not automatically return addresses. Returns must only be sent to the return address provided by Via Nova in the return instructions.

By placing an order, the consumer confirms that these terms have been made available in a way that allows the consumer to store and consult them later.

Article 2. Products and product information
Via Nova sells, among other products, whole roasted coffee beans and related coffee products. Coffee is a natural product. Limited differences between batches, roasts, harvests, aroma, flavour perception, crema, colour or packaging do not constitute a defect, provided the product meets what a consumer may reasonably expect.

The consumer must follow the storage, preparation and best-before instructions on the packaging and/or website. Coffee should be stored in a cool, dry place, away from direct sunlight and strong odours, unless stated otherwise on the packaging.

Product descriptions, flavour notes and brewing recommendations are provided to help the consumer choose and use the products. They are not a guarantee that every consumer will experience the same flavour profile.

Article 3. Offers, orders and formation of the contract
The offer contains a clear description of the products, the total price, delivery charges, payment method, delivery method and the applicable rights and obligations before the consumer places the order.

A contract is formed when Via Nova confirms the order electronically or otherwise accepts the order.

Via Nova may refuse or cancel an order if there is an objective reason, including product unavailability, an incorrect address, suspected fraud or misuse, incomplete payment, or an obvious error in price or product information. If the consumer has already paid, Via Nova will refund the relevant amount.

Article 4. Prices and payment
All consumer prices are shown in GBP and include applicable VAT where VAT is chargeable, unless expressly stated otherwise. Delivery charges and any other additional costs will be clearly shown before the order is completed.

Payment must be made using the payment methods offered on the website or otherwise accepted by Via Nova. Via Nova may withhold processing or delivery until payment has been received in full.

Discount codes, promotions and gift cards are subject to the specific conditions communicated with them and may not be exchanged for cash unless legally required.

Article 5. Delivery
Via Nova will process orders with care and deliver them to the address provided by the consumer.

Delivery times are estimates unless expressly stated as binding. Unless a different delivery period has been agreed, Via Nova will deliver the products without undue delay and no later than 30 days after the contract is formed.

If delivery is delayed or impossible, Via Nova will inform the consumer as soon as reasonably possible. If Via Nova cannot deliver the order, any amount already paid for the unavailable products will be refunded.

Article 6. Risk and ownership
The risk of loss or damage to the products passes to the consumer when the products are delivered to the consumer or to a person identified by the consumer to receive them.

Ownership of the products passes to the consumer when Via Nova has received full payment for those products.

Article 7. Right to cancel for distance sales
For online, telephone or other distance purchases, the consumer generally has the right to cancel the contract without giving a reason within 14 days after the day on which the consumer, or a person nominated by the consumer, receives the products.

To exercise the right to cancel, the consumer must inform Via Nova by a clear statement, for example by email to info@drinkvianova.com. The consumer may use the model cancellation form in the appendix, but this is not mandatory.

After cancellation, the consumer must return the products without undue delay and in any event no later than 14 days after informing Via Nova of the cancellation. Products must be returned in accordance with the return instructions provided by Via Nova.

Via Nova will refund all payments received from the consumer for the cancelled products, including the standard delivery charge, within 14 days after receiving the cancellation notice. Via Nova may withhold the refund until the products have been received back or until the consumer has supplied evidence of having sent the products back, whichever is earlier.

Via Nova is not required to refund additional costs resulting from the consumer choosing a delivery method more expensive than the standard delivery method offered by Via Nova.

The direct cost of returning products is borne by the consumer, unless Via Nova expressly states otherwise or the products are faulty or not as described.

Article 8. Exclusions from the right to cancel
The right to cancel may be excluded where the law allows this, including for:

- products made to the consumer's specifications or clearly personalised;
- sealed goods which are not suitable for return due to health protection, hygiene or food safety reasons and which have been unsealed after delivery, including sealed coffee products once opened;
- goods which are liable to deteriorate or expire rapidly, to the extent permitted by law.

Unopened coffee products that are not otherwise excluded remain subject to the statutory cancellation right.

Article 9. Returns outside cancellation
Returns outside the statutory right to cancel are only accepted if Via Nova expressly agrees to them in writing or through the return process offered by Via Nova.

Any voluntary return policy or goodwill arrangement offered by Via Nova does not affect the consumer's statutory rights.

Article 10. Faulty products and statutory rights
The consumer has legal rights in relation to products that are not of satisfactory quality, not fit for their normal purpose, not as described, or otherwise do not conform to the contract.

If a product does not conform to the contract, the consumer should contact Via Nova within a reasonable time after discovering the issue. Depending on the circumstances and legal requirements, Via Nova may provide replacement, price reduction, refund or another legally required remedy.

For coffee and other food products, the assessment of conformity takes account of the nature of the product, best-before date, storage instructions, batch variation and normal use.

Nothing in these terms limits or excludes the consumer's statutory rights.

Article 11. Complaints
Complaints can be sent to info@drinkvianova.com. The consumer should include the order number, a clear description of the complaint and, where relevant, photos of the product and packaging.

Via Nova aims to respond to complaints within 14 days after receipt. If more time is needed, Via Nova will inform the consumer.

Article 12. Subscriptions
If Via Nova offers subscriptions, the website or offer will clearly state the content, price, delivery frequency, payment moments, minimum term, delivery costs and cancellation method before the consumer subscribes.

Unless stated otherwise, subscriptions may be cancelled after the first agreed subscription period in accordance with the cancellation method shown on the website.

Orders that have already been processed or dispatched before cancellation may not be cancellable, unless the law provides otherwise.

Article 13. Intellectual property, brand and content
All rights in the Via Nova name, logos, packaging, designs, photographs, texts, domain names, social media content and other brand materials belong to Via Nova or its licensors.

The consumer may not use Via Nova brand materials commercially, reproduce them, publish them or use them for resale or promotion without Via Nova's prior written consent.

Article 14. Resale
Products purchased by consumers are intended for personal, household or non-commercial use. Products may be given as a gift.

Commercial resale under the Via Nova brand, sale via marketplaces as an official reseller, or commercial use of Via Nova brand materials is only permitted with Via Nova's prior written consent.

Article 15. Liability
Via Nova is not liable for indirect loss or consequential loss to the extent permitted by law.

Nothing in these terms excludes or limits Via Nova's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that may not legally be excluded or limited.

Article 16. Privacy
Via Nova processes personal data in accordance with applicable privacy and data protection laws and its privacy notice, as published on the Via Nova website.

Article 17. Governing law and disputes
These terms and contracts between Via Nova and consumers are governed by the laws of England and Wales, unless mandatory consumer protection law in another part of the United Kingdom gives the consumer additional rights.

Disputes may be submitted to the competent courts. A consumer may also rely on any mandatory rights or procedures available under applicable consumer law.

Appendix - Model cancellation form

Only complete and return this form if you wish to cancel the contract.