

TERMS AND CONDITIONS OF SALE AND INSTALLATION SERVICES

BACKGROUND:

These Terms and Conditions are to be read in conjunction with the Standard Terms and Conditions of Sale and Installation Services which apply when a customer places an order for goods and installation services. These Terms and Conditions apply to the sale of goods and installation services by the Company or Individual Name>> off the premises” of the Trader.

These Terms and Conditions apply to the sale of goods and installation services by the Company or Individual Name>> a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the meanings set out below:

“**Business**” means any trade, craft or profession carried on by a person/organisation;

“**Commercial Unit**” means goods, the character and/or value of which are materially impaired if divided;

“**Consumer**” means a person who is defined by the Consumer Rights Act 2015 as a consumer in relation to these Terms and Conditions and who is not a customer of the Trader who purchases goods for their personal use and for purposes other than the purposes of any Business;

“**Contract**” means the contract for the sale and purchase of the goods under these Terms and Conditions;

“**Goods**” means the goods which We will supply which We will install as part of the Services;

“**Inseparably Mixed Goods**” means goods which have become mixed inseparably (e.g. with other items after delivery);

“**Model Cancellation Form**” means the model cancellation forms attached to the order;

“**Order**” means the order for the purchase and installation and provision of Services;

“**Personalised Goods**” means goods made to Your specifications or are

“Sales Literature”

1.2 Each reference to a catalogue, leaflet, price list or other sales literature providing details of Goods and pricing information;

“Services”

Each reference to the services which will be provided by Us which involve the Goods You have purchased;

“We/Us/Our”

Each reference to Us includes all employees, agents and representatives of the Trader;

“You/Your”

Each reference to You is a customer of the Trader.

Each reference to electronic communication in these Terms and Conditions includes electronic communication by e-mail, [text message,] fax or other electronic means.

1.3 Each reference to a statute is a reference to that statute or provision as amended from time to time.

1.4 Each reference to “these Conditions” is a reference to these Terms and Conditions.

1.5 Each reference to a schedule to these Terms and Conditions.

1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

1.7 Words signifying the singular include the plural and vice versa.

1.8 References to any gender include the other gender.

1.9 References to persons who are not natural persons, where the law otherwise requires, include corporations.

2. Information about Us

2.1 We are a <<insert business name>>, whether a sole trader, partnership, LLP, private limited company etc.>>.

2.2 [We trade under the name <<insert name if different from company name>>.]

2.3 [We are registered for VAT under the Registration Number <<insert VAT Registration Number>>.]

2.4 [Our registered office is <<insert registered office>>.]

2.5 [Our main trading address is <<insert main trading address if different from registered office>>.]

2.6 [Our VAT number is <<insert VAT number>>.]

2.7 [We are regulated by <<insert regulator(s)>>.]

2.8 [We are a member of <<insert association(s) etc.>>.]

2.9 [<<Insert further information>>.]

3. Communication and Contact

3.1 If You wish to contact Us for any reason, including complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

catalogues, leaflets, price lists or other sales literature providing details of Goods and pricing information;

Each reference to the services which will be provided by Us which involve the Goods You have purchased;

Each reference to Us includes all employees, agents and representatives of the Trader;

Each reference to You is a customer of the Trader.

Each reference to electronic communication in these Terms and Conditions includes electronic communication by e-mail, [text message,] fax or other electronic means.

Each reference to a statute is a reference to that statute or provision as amended from time to time.

Each reference to “these Conditions” is a reference to these Terms and Conditions.

Each reference to a schedule to these Terms and Conditions.

The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

Words signifying the singular include the plural and vice versa.

References to any gender include the other gender.

References to persons who are not natural persons, where the law otherwise requires, include corporations.

We are a <<insert business name>>, whether a sole trader, partnership, LLP, private limited company etc.>>.

[We trade under the name <<insert name if different from company name>>.]

[We are registered for VAT under the Registration Number <<insert VAT Registration Number>>.]

[Our registered office is <<insert registered office>>.]

[Our main trading address is <<insert main trading address if different from registered office>>.]

[Our VAT number is <<insert VAT number>>.]

[We are regulated by <<insert regulator(s)>>.]

[We are a member of <<insert association(s) etc.>>.]

[<<Insert further information>>.]

If You wish to contact Us for any reason, including complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

3.2 In certain circumstances, we may require you to contact Us in writing (as stated in various Clauses throughout these Terms and Conditions) using the following methods:

3.2.1 contact Us by email at <insert email address>; or

3.2.2 contact Us by post at <insert company name>, <insert address>.

writing (as stated in various Clauses throughout these Terms and Conditions) using the following methods:

3.2.1 contact Us by email at <insert email address>; or

3.2.2 contact Us by post at <insert company name>, <insert address>.

4. The Contract

4.1 These Terms and Conditions form the basis of the contract between Us and You. Before making Your Order, please ensure that You have read and understood these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.

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4.2 Nothing provided by Us in our Sales Literature, constitutes a contractual offer capable of acceptance. Only an Order placed with Us that We may, at our discretion, constitute a contractual offer.

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4.3 A legally binding contract will be created upon our acceptance in writing of Your Order.

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4.4 We will ensure that the information provided to You prior to the formation of the Contract is accurate and complete, already apparent from the information provided to You.

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4.4.1 The main characteristics of the Goods and Services;

4.4.1 The main characteristics of the Goods and Services;

4.4.2 Our identity (set out in Clause 2) and contact details (set out in Clause 3);

4.4.2 Our identity (set out in Clause 2) and contact details (set out in Clause 3);

4.4.3 The total price of the Goods or Services, including taxes or, if the nature of the Goods or Services is such that the price cannot be calculated in advance, the manner in which the price will be calculated;

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4.4.4 Where applicable, any charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

4.4.4 Where applicable, any charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;

4.4.5 Where applicable, the time for payment, delivery and the time by which We undertake to perform the Services;

4.4.5 Where applicable, the time for payment, delivery and the time by which We undertake to perform the Services;

4.4.6 Our complaint handling procedure;

4.4.6 Our complaint handling procedure;

4.4.7 Information about the right of withdrawal (set out in Clause 11);

4.4.7 Information about the right of withdrawal (set out in Clause 11);

4.4.8 We will ensure that the Goods conform to the legal duty to supply goods that are in conformity with the contract;

4.4.8 We will ensure that the Goods conform to the legal duty to supply goods that are in conformity with the contract;

4.4.9 Where applicable, the services and commercial guarantees;

4.4.9 Where applicable, the services and commercial guarantees;

4.4.10 Where applicable, the measures, of appropriate technical protection;

4.4.10 Where applicable, the measures, of appropriate technical protection;

4.4.11 Where applicable, the ability of digital content with hardware might reasonably be expected to be aware of.

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5. Description and Specifications

5.1 We have made every effort to ensure that the Goods conform to the descriptions provided in Our Sales Literature [and the accompanying illustrations, photographs and descriptions provided in Our Sales Literature]. We cannot, however, guarantee that all descriptions, illustrations and photographs will be precisely accurate [due to the nature of the printing process] AND/OR [differences in the way that the Goods are displayed in the Sales Literature].

5.1 We have made every effort to ensure that the Goods conform to the descriptions provided in Our Sales Literature [and the accompanying illustrations, photographs and descriptions provided in Our Sales Literature]. We cannot, however, guarantee that all descriptions, illustrations and photographs will be precisely accurate [due to the nature of the printing process] AND/OR [differences in the way that the Goods are displayed in the Sales Literature].

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5.2 If You receive any descriptions under such as to differ from those provided in Clause 10.

5.3 If We find, or are made aware of, errors or omissions in any such descriptions or omissions, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, You receive the wrong Goods, You may return those Goods to Us as provided in Clause 10. If, as a result of any such error or omission, You have paid too much for the Goods, we will refund the excess paid for the Goods.

5.4 We reserve the right to refuse to supply any Services that may be required for regulatory requirements.

form to illustrations, photographs or other representations. You must return those Goods to Us as provided in Clause 10.

cal, clerical or other accidental errors or omissions, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, You receive the wrong Goods, You may return those Goods to Us as provided in Clause 10. If, as a result of any such error or omission, You have paid too much for the Goods, we will refund the excess paid for the Goods.

h the specification of the Goods or the Services, or for any applicable safety or other legal or regulatory requirements.

6. Orders

6.1 All Orders You place with Us will be subject to these Terms and Conditions.

6.2 You may change Your Order by contacting Us. [Requirements for change of order to be made in writing.]

6.3 If You change Your Order, the Price will be subject to these Terms and Conditions.

6.4 You may cancel Your Order by contacting Us. If You have already paid for the Goods, we will refund the payment to You within <<insert time period>>. If You request that Your Order be cancelled, You must do so in writing.

6.5 We may cancel Your Order in the following circumstances:

6.5.1 The Goods are unavailable. For example, the Goods are out of stock.

6.5.2 An event outside of Our control prevents us from supplying the Goods within the <<insert time period>> (please specify the period).

6.6 If We cancel Your Order, we will refund the payment to You within <<insert time period>>. If We cancel Your Order, we will refund the payment to You within <<insert time period>>. If We cancel Your Order, we will refund the payment to You within <<insert time period>>.

will be subject to these Terms and Conditions.

before We despatch the Goods by contacting Us. [Requirements for change of order to be made in writing.]

writing of any change to the Price.

We despatch the Goods by contacting Us. If You have already paid for the Goods, we will refund the payment to You within <<insert time period>>. If You request that Your Order be cancelled, You must do so in writing.

ore We despatch the Goods in the following circumstances:

d We are unable to re-stock (if, for example, the Goods are out of stock).

inues for more than <<insert time period>> (please specify the period).

s and You have already paid for the Goods, we will refund the payment to You within <<insert time period>>. If We cancel Your Order, we will refund the payment to You within <<insert time period>>.

7. Price and Payment

7.1 The price of the Goods shown in Our <<insert document, e.g. price list>> in force at the time of Your Order. If the price shown in Your Order differs from Our current price, the price shown in Your Order will apply.

7.2 If We quote a special price in Our <<insert document, e.g. price list>>, the special price will be valid for <<insert time period>> or, if the special price is shown in the advertised special offer, for the period shown in the advertised special offer. During this period, the special price will be accepted at the time of Your Order, even if the price changes after the period has expired.

7.3 We may change Our prices at any time. These changes will not affect any Orders placed before the change.

7.4 We have made every effort to ensure that our prices, as shown in Our <<insert document, e.g. price list>>, are correct. Prices will be checked when the Goods are despatched. If the actual price of the Goods is higher than the price shown in Your Order, we will refund the difference to You within <<insert time period>>.

at shown in Our <<insert document, e.g. price list>> in force at the time of Your Order. If the price shown in Your Order differs from Our current price, the price shown in Your Order will apply.

from the price shown in Our current price list. The special price will be valid for <<insert time period>> or, if the special price is shown in the advertised special offer, for the period shown in the advertised special offer. During this period, the special price will be accepted at the time of Your Order, even if the price changes after the period has expired.

se changes will not affect any Orders placed before the change.

ure that our prices, as shown in Our <<insert document, e.g. price list>>, are correct. Prices will be checked when the Goods are despatched. If the actual price of the Goods is higher than the price shown in Your Order, we will refund the difference to You within <<insert time period>>.

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- higher than that stated in the invoice. We will refund the difference to You how You wish to proceed.
- 7.5 All prices include VAT and the date of Your Order. Changes in VAT will be made in full from You. We will charge You the rate of VAT that You must pay. We have already received payment from You.
- 7.6 Our prices [include] Our delivery costs. [We will add delivery costs to the final sum due.]
- 7.7 You must pay for the Goods to You. We will not deliver the Goods to You in advance before We can despatch the Goods to You.
- 7.8 We accept the following payment methods:
- 7.8.1 <<insert type of payment method>>
 - 7.8.2 <<insert type of payment method>>
 - 7.8.3 <<insert type of payment method>>
 - 7.8.4 <<insert type of payment method>>
 - 7.8.5 <<add more payment methods>>.
- 7.9 Credit and/or debit card. We will despatch the Goods to You. We will not despatch the Goods to You until the payment has been received.
- 7.10 If You do not make payment by the due date [as shown in/on <<insert type of payment method>>] We may charge You interest on the overdue sum at the rate of <<insert interest rate>> between 2 and 4>>% per annum from time to time. Interest will accrue on a daily basis on the overdue sum, until the actual date of payment. You must pay any interest due when paying an overdue sum.
- 7.11 The provisions of sub-clause 7.10 will apply if You have promptly contacted Us to dispute an invoice in writing. Interest will accrue while such a dispute is ongoing.

8. Delivery

- 8.1 Please note that delivery is available within [the United Kingdom] OR [insert other countries].
- 8.2 When We accept Your Order, We will provide an estimated delivery date and (if different) a date for payment. Please note that estimated delivery dates may vary according to circumstances beyond Our control. If We have agreed otherwise, the Goods will be delivered without undue delay and no later than 30 calendar days after the date on which the Order was accepted.
- 8.3 If You indicate in Your Order that You wish to collect the Goods from Us Yourself You may do so after receipt of Your Order, during Our business hours. You must provide a valid ID and proof of address.
- 8.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address and You (or someone identified by You) have taken physical possession of the Goods. If You are collecting the Goods from Us Yourself, when You collect the Goods from Us.
- 8.5 If for any reason We cannot deliver the Goods at Your chosen delivery address, We will leave the Goods at the delivery address and You must arrange re-delivery. We will not be responsible for the Goods if they have been returned to Us.
- 8.6 The responsibility (so-called "risk") for the Goods remains with Us until delivery is complete. The responsibility will pass to You at the time You wish to collect the Goods and do not

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wish to use Our nominated carrier, instead choosing Your own carrier, the risk in the Goods will be borne by You as they are passed to Your chosen carrier.

n, instead choosing Your own carrier, as they are passed to Your chosen

8.7 You own the Goods during transit and are responsible for payment in full for them.

ment in full for them.

8.8 [Please note that delivery of the Goods may require more time:

may require more time:

8.8.1 <<insert post code>>

8.8.2 <<insert post code>>

8.8.3 <<add more details>>

8.9 Please note carefully that We may treat the Contract as being at an end and We will not be liable for any undue delay.

may treat the Contract as being at an end and We will not be liable for any undue delay.

8.9.1 If We refuse to deliver the Goods, the Contract will be at an end and We will not be liable for any undue delay.

may treat the Contract as being at an end and We will not be liable for any undue delay.

8.9.2 If delivery of the Goods was essential to You, the Contract will be at an end and We will not be liable for any undue delay.

ed time period or at the agreed time period or at the agreed time period, You may treat the Contract as being at an end and We will not be liable for any undue delay.

8.9.3 If You have agreed to accept the Goods at an agreed time period, the Contract will be at an end and We will not be liable for any undue delay.

in the agreed time period or at the agreed time period, You may treat the Contract as being at an end and We will not be liable for any undue delay.

8.10 If any of the events in Clause 8.9 occur, the Contract will be at an end, and We will not be liable for any undue delay. If We fail to deliver the Goods, we will reimburse You without undue delay.

may, instead of treating the Contract as being at an end, continue to deliver the Goods for a specified time period. If We continue to fail to deliver the Goods, we will reimburse You without undue delay.

8.11 If, despite the events in Clause 8.9, You choose not to treat the Contract as being at an end, the Contract will be unaffected. If We fail to deliver the Goods, we will reimburse You without undue delay.

8.10, You choose not to treat the Contract as being at an end, the Contract will be unaffected. If We fail to deliver the Goods, we will reimburse You without undue delay.

8.12 If the Goods form a Contract, the Contract will be at an end and We will not be liable for any undue delay.

only reject or cancel all of the Goods, and we will reimburse You without undue delay.

9. Providing the Services

9.1 As required by law, we will provide the Services with reasonable skill and care, consistent with best practice in the <<insert market/sector/industry>> [market] OR [sector].

Services with reasonable skill and care, consistent with best practice in the <<insert market/sector/industry>>

9.2 We will begin providing the Services to You as soon as we have received your order and We notify to You under Clause 8.2.

We notify to You under Clause 8.2.

9.3 We will make every effort to complete the Services on time and in accordance with the Sales Literature. We cannot, however, be held responsible for any delay or non-completion of the Services if an event outside of Our control occurs. Please see Clause 15 for more information on Our control.

complete the Services on time and in accordance with the Sales Literature. We cannot, however, be held responsible for any delay or non-completion of the Services if an event outside of Our control occurs. Please see Clause 15 for more information on Our control.

10. Faulty, Damaged or Incorrect Goods

10.1 By law, We must provide Goods of satisfactory quality, fit for purpose and as described at the time of purchase. If the Goods do not comply with this, and, for example, have a fault, are damaged, or are not as described, when You receive them, or if You discover a fault, damage or discrepancy as soon as reasonably possible to inform Us of the fault, damage or discrepancy, we will reimburse You for a refund, repair or replacement.

factory quality, fit for purpose and as described at the time of purchase. If the Goods do not comply with this, and, for example, have a fault, are damaged, or are not as described, when You receive them, or if You discover a fault, damage or discrepancy as soon as reasonably possible to inform Us of the fault, damage or discrepancy, we will reimburse You for a refund, repair or replacement.

10.2 If You request a repair or replacement, we will provide the Goods; otherwise, we will reimburse You for a refund, repair or replacement.

otherwise, we will reimburse You for a refund, repair or replacement.

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10.2.2 arranging a replacement which would not impose a significant burden on Us

10.2.3 We would not be obliged to repair or provide a replacement within a reasonable time if the inconvenience to You

You may opt either to return the Goods to Us for a reduced price, or to cancel the Contract and receive a refund of the price that We may reduce such refunds to take account of the value of the Goods since they were delivered to You.

10.3 Please note that You may also be entitled to a refund under this Clause 10 if:

10.3.1 We informed You of the problem or other problems with the Goods before Your purchase

10.3.2 You have purchased the Goods for an unsuitable purpose that is neither obvious nor manifest at the time of the Goods

10.3.3 the problem with the Goods is due to fair and tear, misuse or intentional or careless damage

Please also note that You are not entitled to a refund merely because You have changed Your mind. Please refer to Clause[s] 11 [and 12] for details.

10.4 To return Goods to Us, You may return them to Us during Our business hours or to a collection point. We collect the Goods by post or another method. We will collect the Goods at the agreed collection point. In this case, You are responsible for the costs of return. In any other case, We will pay for the costs of return where appropriate.

10.5 Repairs made under this Clause 10 will be made within a reasonable time [and in any event within <insert> days of receipt of the Goods]. Replacements will be made within a reasonable time [and in any event within <insert> days of receipt of the original Goods]. All repairs and/or replacements will be made at Our expense. We will issue refunds (whether full or partial) of the price paid (including the price) under this Clause 10 within <insert> days of the date of the refund.

10.6 All refunds issued under this Clause 10 will include all delivery costs paid by You when the Goods were delivered to You.

10.7 For further information on Your rights as a consumer, please contact Your local Citizens Advice Bureau.

11. Cancellation of Contract Due to Change of Mind

11.1 Where the Contract is made in instalments, You have a statutory right to a "cooling off" period. This period begins on the day after the Goods have been delivered. If the Goods are delivered in instalments, the 14 calendar day period begins on the day after the final instalment is delivered.

11.1.1 in relation to the Goods, the 14 calendar day period begins on the day after the final instalment is delivered;

11.1.2 in relation to the Goods, the 14 calendar day period begins on the day after the final instalment is delivered;

This right will not apply to Goods or Inseparably Mixed Goods.

placement would impose a significant burden on Us

air or provide a replacement within a reasonable time if the inconvenience to You

a reduced price, or to cancel the Contract and receive a refund of the price that We may reduce such refunds to take account of the value of the Goods since they were delivered to You.

under this Clause 10 if:

or other problems with the Goods

an unsuitable purpose that is neither obvious nor manifest at the time of the Goods

ar and tear, misuse or intentional or careless damage

Goods to Us under this Clause 10. Please refer to Clause[s] 11 [and 12] for details.

Clause 10, You may do so in person during Our business hours>> or You may return them to a collection point. We collect the Goods by post or another method. We will collect the Goods at the agreed collection point. In this case, You are responsible for the costs of return. In any other case, We will pay for the costs of return where appropriate.

ed out within a reasonable time [and in any event within <insert> days of receipt of the Goods]. Replacements will be made within a reasonable time [and in any event within <insert> days of receipt of the original Goods]. All repairs and/or replacements will be made at Our expense. We will issue refunds (whether full or partial) of the price paid (including the price) under this Clause 10 within <insert> days of the date of the refund.

clude all delivery costs paid by You when the Goods were delivered to You.

onsumer, please contact Your local Citizens Advice Bureau.

11.1

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f 14 calendar days after the date on which the final instalment is delivered;

ds or Inseparably Mixed Goods.

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- 12.1 If after the 14 calendar days referred to in Clause 11 has expired You

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12. This Clause 12
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12.2 If You wish to return
<<insert time period>>
You wish to return the

12.3 If You are returning
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purchase.

12.4 You may return Go
business hours>> or
of Your choice. You
under this Clause 12.

12.5 [You may request tha
are ready for collecti
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12.6 We will issue refund
person or within <<in
Goods to Us by post

12.7 If We have started t
return the Goods, Yo
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Services subject to de

13. Guarantee

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13.3 Our guarantee exists
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13.1 [The Goods are prov
terms please refer to
Goods.

Us You have the right to return them
subject to the provisions of this Clause
that are incorrect, faulty or damaged.
please refer to Clause 9. This Clause
parably Mixed Goods.

Clause 12 You must do so within
ecting them from Us), telling Us why

this Clause 12 they must be in their
packaging], accompanied by proof of

ng Our business hours of <<insert
st or another suitable delivery service
r the cost of returning Goods to Us

n You. Please ensure that the Goods
location. You are solely responsible
his Clause 12.]

diately if You return Goods to Us in
r receipt of the Goods if You return
or if We collect the Goods from You.]]

en You give notice of Your wish to
r for the Services supplied up until the
to cancel. The amount due will be
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that have already been paid for the
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antee that for a period of <<insert
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y third party that is not authorised by

ights as a consumer (that the Goods
actory quality and that they are fit for
consumer can be obtained from Your
ds Office.]

s guarantee. For further details and
tee documentation supplied with the

- 13.2 The manufacturer's goods are of satisfactory quality and that they are fit for purpose. Your rights as a consumer can be obtained from Your local Trading Standards Office.]
- 14. Complaints and Feedback**
- 14.1 We always welcome your comments and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We need to be able to respond to You if You have any cause for complaint.
- 14.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available for inspection at Our premises.
- 14.3 If You wish to complain about Our goods or services, please contact Us in one of the following ways:
- 14.3.1 [In writing, addressed to <<insert address>> and/or position and/or department>>],
- 14.3.2 [By email, addressed to <<insert email address>> and/or position and/or department>>],
- 14.3.3 [Using Our contact form, available at <<insert website address>> or the instructions included with the form;]
- 14.3.4 [By contacting Us on <<insert telephone number>> [and/or fax number <<insert telephone number>> if prompted.]]
- 15. Events Outside of Our Control**
- 15.1 We will not be liable for Our failure to perform Our obligations under these Terms and Conditions if the failure results from any cause that is beyond Our reasonable control, including but not limited to: power cuts, strikes, lock-outs or other industrial action by third parties, riots and civil unrest, explosion, flood, storms, earthquakes, fires (whether or not caused by or actual), acts of war (declared, threatened or for war), epidemic or other natural disasters, or any other event outside of Our reasonable control.
- 15.2 If any event described in Clause 15.1 occurs that is likely to adversely affect Our performance of a material part of these Terms and Conditions:
- 15.2.1 We will inform You of the event as soon as reasonably possible;
- 15.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that apply will be extended accordingly;
- 15.2.3 We will inform You of the details of any event as soon as reasonably possible and provide You with the availability of Goods as necessary;
- 15.2.4 If the event continues for more than <<insert time period>> We will refund You the purchase price of the Goods and inform You of the cancellation. Any refund will be paid to You as soon as is reasonably practicable.
- 15.2.5 If an event occurs that is likely to adversely affect Our performance of a material part of these Terms and Conditions and You wish to cancel the Contract, You may do so at any time. You will not be liable for the right to cancel under sub-Clause 6.4.
- 16. Liability**
- 16.1 We will be responsible for any loss or damage that You may suffer as a result of Our breach of these Terms and Conditions, except in so far as such loss or damage is caused by or as a result of Our negligence.

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Loss or damage is caused by Our negligence or if it is caused by Our negligence. We will not be responsible for any such loss or damage.

16.2 We will maintain suitable and sufficient insurance, including public liability insurance.

16.3 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods and Services are fit for commercial, business or industrial purposes (including resale). By placing an Order, You agree that You will not be liable to Us for any loss of business or for any loss of business caused by the Goods or Services.

16.4 If We cause any damage to the good that damage at the time of delivery of the Goods or Services. We are not responsible for any pre-existing faults or damage to the Goods or Services that We discover while providing the Services.

16.5 Nothing in these Terms shall be deemed to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

16.6 Nothing in these Terms shall be deemed to or will limit or exclude Our liability for failing to provide the Goods or Services with reasonable care and skill or in breach of the Services or about Us.

16.7 Nothing in these Terms shall be deemed to or will limit Your legal rights as a Consumer under any applicable legislation. For more details of Your legal rights please refer to the Consumer Rights Bureau or Trading Standards Office.

17. How We Use Your Personal Information

We will only use Your personal information in accordance with the Privacy Notice>> available from <<insert document name, e.g. Privacy Notice>>.

18. Other Important Terms

18.1 We may transfer (assign) our rights under the Contract to a third party (this may happen without Your knowledge or consent). If this occurs We will inform You in writing and Your obligations under the Contract will not be affected and Our obligations under the Contract will remain bound by them.

18.2 [You may transfer (assign) our rights under the Contract to a third party who purchases the Goods from Us.]

18.3 You may not transfer (assign) our rights under the Contract and Conditions (and any other terms and conditions) without Our express written permission (such permission may be withheld).

18.4 The Contract is between Us and You. No third party in any way shall be entitled to enforce any provision of the Contract or to claim that sub-Clause 18.2 and any purchaser to whom the guarantee is assigned shall be entitled to enforce the guarantee.

18.5 If any provision of the Contract is held by any competent authority to be invalid, the other provisions of the Contract shall remain valid and the provision in question shall be deemed to have been deleted.

18.6 No failure or delay by Us in exercising any rights under the Contract means

ious consequence of the breach or non-performance of the Contract. We will not be responsible for any loss or damage caused by the breach or non-performance of the Contract when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.

cluding public liability insurance.

estic and private use. We make no warranty or representation that the Goods and Services are fit for commercial, business or industrial purposes (including resale). By placing an Order, You agree that You will not be liable to Us for any loss of business or for any loss of business caused by the Goods or Services.

providing the Services, We will make no warranty or representation that We are not responsible for any pre-existing faults or damage to the Goods or Services that We discover while providing the Services.

nded to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

nded to our will limit or exclude Our liability for failing to provide the Goods or Services with reasonable care and skill or in breach of the Services or about Us.

led to or will limit Your legal rights as a Consumer under any applicable legislation. For more details of Your legal rights please refer to the Consumer Rights Bureau or Trading Standards Office.

tion)

<insert document name, e.g. Privacy Notice>>.

rights under the Contract to a third party (this may happen without Your knowledge or consent). If this occurs We will inform You in writing and Your obligations under the Contract will not be affected and Our obligations under the Contract will remain bound by them.

guarantee in Clause 13 to any person who purchases the Goods from Us.]

gations and rights under these Terms and Conditions (and any other terms and conditions) without Our express written permission (such permission may be withheld).

tended to benefit any other person or third party will be entitled to enforce any provision of the Contract or to claim that sub-Clause 18.2 and any purchaser to whom the guarantee is assigned shall be entitled to enforce the guarantee.

ms and Conditions is held by any competent authority to be invalid, the other provisions of the Contract shall remain valid and the provision in question shall be deemed to have been deleted.

any rights under the Contract means

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will waive any subsequent breach of

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northern Ireland] [Scotland].

datory provisions of the law in your
1 above takes away or reduces your

relationship between you and Us relating to these
relationship between you and Us (whether
jurisdiction of the courts of England,
determined by your residency).

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MODEL CONTRACT FOR GOODS

To: <<trader to insert trader's name and, where available, fax number and email address>>

I/We (delete as appropriate) hereby (delete as appropriate) cancel my/our (delete as appropriate) contract for the following goods.

Description of goods: << >>.

Ordered/Received (delete as appropriate)

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

MODEL CONTRACT FOR SERVICES

To: <<trader to insert trader's name and, where available, fax number and email address>>

I/We (delete as appropriate) hereby (delete as appropriate) cancel my/our (delete as appropriate) contract for the following service.

Description of service: << >>.

Ordered on: << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>