#### STANDARD TERMS A

#### **BACKGROUND:**

These Terms and Condition business name>> [, tradiname>>,] a <<insert buse Limited Company etc.>> [ number>>] [, whose register main trading address is <<

#### 1. Definitions and Interpreta

In these Terms an following expression

"Business Day"

"Calendar Day"

"Commercial Unit"

"Contract"

"Goods"

"Month"

"Price"

"Special Price"

"Order"

"Order Confirmation"

"We/Us/Our"

 Each reference in expression includes message,] fax or otl

# S

#### THE SALE OF GOODS

s for the sale of goods by <<insert name if different from company rader, Partnership, LLP, Private nder number <<insert registration registered address>> and] whose

e context otherwise requires, the anings:

ner than a Saturday, Sunday or

e year;

Goods, the character and/or value aterially impaired if divided;

for the purchase and sale of in Clause 3;

hich are to be supplied by Us to our Order (and confirmed in Our

onth;

able for the Goods;

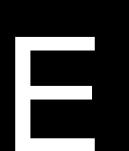
er price payable for Goods which me to time;

r the Goods [as attached] OR [as

ce and confirmation of your Order se 3;

usiness name>> [, trading as ame if different from company business type, e.g. Sole Trader, Private Limited Company etc.>> gland under number <<insert >>] [,whose registered address is address>> and] whose main tinsert address>>.

tions to "writing" and any similar ons whether sent by e-mail, [text



#### 2. Information About Us

- 2.1 <<insert business n company name>>,] LLP, Private Limite <<insert registratio registered address>
- 2.2 [Our VAT number is
- 2.3 [We are regulated b
- 2.4 **[**We are a member
- 2.5 [<<Insert further info

#### 3. The Contract

- 3.1 These Terms and C basis of the Contrac ensure that you has unsure about any clarification.
- Nothing provided the literature, price list capable of accepta may, at Our discreti
- 3.3 A legally binding of acceptance of you Confirmations will b
- 3.4 We shall ensure th you prior to the forn such information is
  - 3.4.1 The main ch
  - 3.4.2 Our identity below in Cla
  - 3.4.3 The total Pr Goods is su manner in w
  - 3.4.4 Where appl charges can be calculate
  - 3.4.5 Where applied by which We
  - 3.4.6 Our complai
  - 3.4.7 We shall enter that are in co
  - 3.4.8 Where appl guarantees;

nsert trading name if different from /pe, e.g. Sole Trader, Partnership, istered in England under number registered address is <<insert ng address is <<insert address>>.

.]

gulator(s)>>.]

sociation(s) etc.>>.]

e of goods by Us and will form the Before making your Order, please d Conditions carefully. If you are d Conditions, please ask Us for

limited to, sales and marketing s constitutes a contractual offer tutes a contractual offer that We

d you will be created upon Our Our Order Confirmation. Order

ion is given or made available to tween Us and you, save for where e context of the transaction:

s;

e 2) and contact details (set out

ling taxes or, if the nature of the ot be calculated in advance, the

elivery charges or, where such ince, the manner in which they will

for payment, delivery and the time Goods;

of Our legal duty to supply goods

sales services and commercial



## 3.4.9 Where appl protection m

3.4.10 Where appl hardware ar expected to

, including appropriate technical it; and

mpatibility of digital content with aware of or might reasonably be

#### 4. Description and Specifica

- 4.1 We have made everall illustrations, photo marketing literature cannot, however, photographs will be during the printing processing the printing processing proces
- 4.2 If you receive any ( Clause 8.
- 4.3 If We find, or are accidental errors or or any other docum errors or omissions such error or omiss those Goods to Us omission, you have Goods.
- 4.4 We reserve the right that may be required regulatory requirem

is provided in Our sales and rided by Our salespeople]. We descriptions, illustrations and/or to [discrepancies that may arise ences in the colour reproduction of

ensure that the Goods conform to

m to the Contract, please refer to

typographical, clerical or other and marketing literature, price lists reasonable effort to correct such ly possible. If, as a result of any the wrong Goods, you may return If, as a result of any such error or ill refund the excess paid for the

in the specification of the Goods pplicable safety or other legal or

#### 5. Orders

- 5.1 All Orders for Good Conditions.
- 5.2 You may change y contacting Us. [R writing.]
- 5.3 If your Order is ch writing.
- 5.4 You may cancel yo contacting Us. If y payment will be refuted that your Order be of
- 5.5 We may cancel you following circumstar
  - 5.5.1 The Goods a example, the
  - 5.5.2 An event ou period>> (pl

be subject to these Terms and

efore We despatch the Goods by ers do not need to be made in

bu of any change to the Price in

efore We despatch the Goods by r the Goods under Clause 6, the sert time period>>. [If you request rm this cancellation in writing.]

re We despatch the Goods in the

d We are unable to re-stock (if, for l); or

inues for more than <<insert time vents outside of Our control).

Consumer)

3

5.6 If We cancel your 0 the Goods under Cl time period>>. If W Us in writing.

## 5.5 and you have already paid for be refunded to you within <<insert e cancellation will be confirmed by

#### 6. Price and Payment

- 6.1 The Price of the Go list>> in force at th differs from Our cur
- 6.2 If We quote a Speci <<insert document, period>> or, if the speriod shown in the accepted at the Sp the period has expired.
- 6.3 Our Prices may ch Orders that We hav
- Our current <<inse checked when We lower than that state actual Price of the O you how you wish to
- 6.5 All Prices include V Order and the date must pay. Change received payment ir
- 6.6 Our Prices [include added on to the final
- 6.7 All payments for G the Goods to you.
- 6.8 We accept the follow
  - 6.8.1 <<insert type
  - 6.8.2 <<insert type
  - 6.8.3 <<insert type
  - 6.8.4 <<insert type
  - 6.8.5 <<add more
- 6.9 [Credit and/or debit you.]
- 6.10 If you do not make document e.g. inv interest on the over 4>>% per annum a time to time. Inte payment until the a or after judgment.

Our <<insert document, e.g. price If the Price shown in your Order you upon receipt of your Order.

t to the Price shown in Our current cial Price will be valid for <<insert n advertised special offer, for the placed during this period will be not accept the Order until after

hese changes will not affect any

nsure that Our Prices, as shown in list>> are correct. Prices will be the actual Price of the Goods is be charged the lower Price. If the t stated in your Order, We will ask

hanges between the date of your ill adjust the rate of VAT that you ny Prices where We have already

of delivery. [Delivery costs will be

advance before We can despatch

t:

uired>>.

d until We despatch the Goods to

lue date [as shown in/on <<insert n etc.>>] We may charge you <insert percentage between 2 and ate of <<insert bank name>> from aily basis from the due date for the overdue sum, whether before est due when paying an overdue

sum.

6.11 The provisions of contacted Us to dis such a dispute is or

not apply if you have promptly aith. No interest will accrue while

#### 7. **Delivery**

- 7.1 Please note that de **OR** [<<insert a more
- 7.2 When We provide estimated delivery according to the abeyond Our controwithout undue delay date on which the O
- 7.3 If you indicate in y yourself you may obusiness hours of <
- 7.4 Delivery will be de delivered to the deli identified by you) h collecting the Goods
- 7.5 If for any reason W address, We will I returned to Our prodelivery.
- 7.6 The responsibility (s with Us until deliver will pass to you. P Goods and do not s choosing your own they are passed to s
- 7.7 You own the Goods
- 7.8 [Please note that de
  - 7.8.1 <<insert pos
  - 7.8.2 <<insert pos
  - 7.8.3 <<add more
- 7.9 Please note careful
  - 7.9.1 If We refuse at an end an
  - 7.9.2 If delivery of time was es the time the the Contrac undue delay
  - 7.9.3 If you have t agreed time

ssible within [the United Kingdom] d>>].

onfirmation, We will provide an estimated delivery dates may vary our location, and circumstances vise, the Goods will be delivered in than 30 Calendar Days after the

sh to collect the Goods from Us r Order Confirmation, during Our

ace when the Goods have been your Order and you (or someone ession of the Goods or, if you are you have collected the Goods.

he Goods at your chosen delivery you that the Goods have been you contact Us to arrange re-

the "risk") for the Goods remains in sub-Clause 7.4 at which point it at if you do not wish to collect the ed carrier to deliver them, instead toods will pass to you as soon as

payment in full for them.

eas may require more time:

u may treat the Contract as being without undue delay.

reed time period or at the agreed unt the relevant circumstances at id We fail to deliver, you may treat id We will reimburse you without

n the agreed time period or at the fail to deliver, you may treat the



Contract as delay.

- 7.10 If any of the events

  Contract as being a

  continue to fail to de

  end and We will reir
- 7.11 If, despite the even Contract as being a Goods will be unaff delay.
- 7.12 If the Goods form a Goods, not a portion

will reimburse you without undue

r you may, instead of treating the delivery time or time period. If We y treat the Contract as being at an e delay.

7.10, you choose not to treat the cancel your Order or to reject the will reimburse you without undue

nay only reject or cancel all of the

#### 8. Faulty, Damaged or Incor

- 8.1 By law, We must pras described at the information We have you have seen or differences). If any must also conform. example, have fault incorrect Goods, plus of the fault, dareplacement.
- 8.2 Beginning on the dath have a 30 Calendar they do not conform or if the 30 Calendar are repaired or repthe Goods, you are that the defect was first six months, you of purchase in order associated costs areasonable time an if repair or replacer instead offer you th versa) or a full refur

If you request a rep that period will be and will resume or Goods. If less than extended to 7 Caler

If, after a repair of cannot repair or repair or repair or repair a reasonable time a may have the right them in exchange for

If you exercise this you receive them

satisfactory quality, fit for purpose, accordance with any pre-contract atch any samples or models that have made you aware of any d in the Goods, that digital content purchased do not comply and, for you receive them, or if you receive as reasonably possible to inform arrange for a refund, repair or

oods (and ownership of them) you oods and to receive a full refund if a do not wish to reject the Goods, you may request that the Goods months after you have received eplacement unless We can prove you bought the Goods. After the he defect was present at the time or replacement. We will bear any repair or replacement within a nvenience to you. In some cases, nerwise disproportionate, We may cement instead of a repair or vice

the first 30 Calendar Day period, rry out the repair or replacement eive the replacement or repaired out of the original period, it will be

ds still do not conform (or if We above, or have failed to act within ou significant inconvenience), you as at a reduced price, or to reject

Soods more than six months after ), we may reduce any refund to

reflect the use you h

Within a period of them), if the Goods their nature), you m after six months ha proof will be on you time of delivery.

- 8.3 Please note that ye informed you of an your purchase of the purpose that is neit resulted from your result of normal w Please also note the merely because yo details of what to do
- To return Goods to 8.4 person during Our return them to Us alternatively reques the Goods are read solely responsible appoint a third part with all relevant det Goods under this C
- 8.5 Refunds (whether Clause 8 will be is agree that you are
- 8.6 Any and all refunds paid by you when the
- 8.7 For full details of yo local Citizens Advic

#### 9. Returning Goods If You

- 9.1 If you are not satisf to return them in d provisions of this C not in compliance
- 9.2 <<insert time period Us why you wish to
- 9.3 All Goods must be [, in their original, u
- 9.4 You may return Go business hours>> d service of your chd

s.

ive the Goods (and ownership of e length of time (depending upon refund. Please be remember that ceived the Goods, the burden of t or non-conformity existed at the

claim under this Clause 8 if We r problems with the Goods before sed the Goods for an unsuitable nown to Us and the problem has t purpose; or if the problem is the intentional or careless damage. Goods to Us under this Clause 8 ind. Please refer to Clause 9 for

r this Clause 8, you may do so in ert business hours>> or you may able delivery choice. You may ods from you. Please ensure that greed time and location. We are in this case, however We may n which case We will provide you ponsible for the costs of returning e you where appropriate.

reductions in price) under this r Days of the day on which We

se 8 will include all delivery costs purchased.

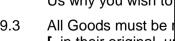
s a consumer, please contact your dards Office.

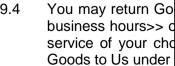
hased from Us you have the right br a replacement, subject to the does not apply to Goods that are ur legal rights. For such Goods,

s Clause 9 you must do so within r collecting them from Us), telling

Clause 9 in their original condition companied by proof of purchase.

ng Our business hours of <<insert y post or another suitable delivery ponsible for the cost of returning





- 9.5 [You may request the Goods are ready for responsible for the Goods are ready for the Goods are rea
- 9.6 Refunds or replace
  Goods to Us in per
  Goods if you return
  collect the Goods fr
- 9.7 Please note that t consumers residen are in addition to yo

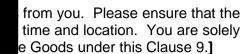
#### 10. Our Liability

- 10.1 We will be responsi as a result of Our b negligence (includir or damage is fores negligence or if it created. We will foreseeable.
- 10.2 We only supply God representation that of any kind (including not use the Goods for profit, loss of bus opportunity.
- 10.3 Nothing in these Te for death or person employees, agent misrepresentation.
- 10.4 Nothing in these To rights as a consum Your local Citizens A

#### 11. Events Outside of Our Co

- 11.1 We will not be liable where that failure reasonable control. internet service prothird parties, riots earthquakes, subsice (declared, undeclar other natural disast control.
- 11.2 If any event describe affect Our perform Conditions:

11.2.1 We will infor



o you immediately if you return me period>> of Our receipt of the similar delivery service [or if We

riod (guarantee) applies only to . The provisions of this Clause 9 d of them.

oss or damage that you may suffer of Conditions or as a result of Our agents or sub-contractors). Loss s consequence of Our breach or u and Us when the Contract is any loss or damage that is not

ate use. We make no warranty or mercial, business or industrial use our Order, you agree that you will ill not be liable to you for any loss siness or for any loss of business

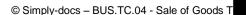
ks to exclude or limit Our liability negligence (including that of Our or for fraud or fraudulent

eks to exclude or limit Your legal Your legal rights, please refer to Standards Office.

lay in performing Our obligations any cause that is beyond Our ut are not limited to: power failure, couts or other industrial action by fire, explosion, flood, storms, (threatened or actual), acts of war preparations for war), epidemic or that is beyond Our reasonable

l occurs that is likely to adversely igations under these Terms and

onably possible;



### 11.2.2 Our obligation

- 11.2.3 We will inform provide detainecessary;
- 11.2.4 If the event time period: cancellation. will be paid t
- 11.2.5 If an event Contract, yo sub-Clause:

and Conditions will be suspended by will be extended accordingly;

butside of Our control is over and times or availability of Goods as

continues for more than <<insert Contract and inform you of the ou as a result of that cancellation onably possible;

ccurs and you wish to cancel the ice with your right to cancel under

#### 12. Communication and Con

- 12.1 If you wish to conta or by email at <<ins
- 12.2 In certain circumsta Order, for example) methods:
  - 12.2.1 Contact Us I
  - 12.2.2 Contact Us address>>.

/ telephone at <<insert number>>

Us in writing (when cancelling an writing you may use the following

l address>>; or

nsert company name>>, <<insert

#### 13. Complaints and Feedbac

- 13.1 We always welcome all reasonable ender Ours is a positive or cause for complaint
- 13.2 All complaints are h and procedure, avrespectively.
- 13.3 If you wish to com contact Us in one or
  - 13.3.1 [In writing, address>>;]
  - 13.3.2 [By email, a email addres
  - 13.3.3 [Using Our of form;]
  - 13.3.4 [By contacting choosing op

tomers and, whilst We always use our experience as a customer of it to hear from you if you have any

ith Our complaints handling policy cation>> and <<insert location>>

of your dealings with Us, please

name and/or position>>, <<insert

me and/or position>> at <<insert

the instructions included with the

<insert telephone number>> [and vhen prompted.]]

#### 14. How We Use Your Person

- 14.1 All personal inform held in accordance Data Protection Rec
- 14.2 For complete detain personal data includata is used, the less how to exercise the refer to Our Privacy

#### 15. Other Important Terms

- 15.1 We may transfer (a Conditions (and un happen, for examp informed by Us in v not be affected and the third party who
- 15.2 You may not transf Terms and Condition express written per benefit of the exter consent.
- 15.3 The Contract is bet person or third part enforce any provision extended return per
- 15.4 If any of the prov unlawful, invalid or that / those provisio Terms and Conditio valid and enforceab
- 15.5 No failure or delay and Conditions mea a breach of any prowaive any subseque

#### 16. [Alternative Dispute Reso

- 16.1 Alternative dispute between a consume
- 16.2 Our ADR provider with how we have I name of ADR provided
- 16.3 Complaints can be website at <<insert</p>
- 16.4 [<<insert name of A and you may still

#### otection)

will be collected, processed, and EU Regulation 2016/679 General ur rights under the GDPR.

cessing, storage, and retention of the purpose(s) for which personal using it, details of your rights and haring (where applicable), please tinsert location>>.

Ind rights under these Terms and plicable) to a third party (this may ness). If this occurs you will be r these Terms and Conditions will hese Terms will be transferred to n.

bbligations and rights under these tract, as applicable) without Our owever, that you can transfer the arantee) in Clause 9 without our

not intended to benefit any other person or party will be entitled to bnditions (except the benefit of the 9).

and Conditions are found to be by any court or other authority, vered from the remainder of these see Terms and Conditions shall be

of Our rights under these Terms that right, and no waiver by Us of nd Conditions means that We will rany other provision.

ers to ways of resolving disputes ling to court.

R provider>>. If you are unhappy you may wish to contact <<insert

ame of ADR provider>> via their

harge you for making a complaint, if you are not satisfied with the



outcome of the ADR

#### 17. Governing Law and Juris

- 17.1 These Terms and ( and Us (whether construed in accord [Scotland].
- 17.2 As a consumer, yo your country of res reduces your rights
- 17.3 Any dispute, contro to these Terms and and Us (whether co the courts of Englar your residency.

and the relationship between you se) shall be governed by, and gland & Wales] [Northern Ireland]

nandatory provisions of the law in Clause 17.1 above takes away or those provisions.

aim between you and Us relating t, or the relationship between you hall be subject to the jurisdiction of Jorthern Ireland, as determined by

