

BACKGROUND:

These Terms and Conditions apply to the sale of goods by <<insert business name>> [, trading as <<insert business name>>], a <<insert business type>> [e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [under registration number <<insert registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>>.

These Terms and Conditions apply to the sale of goods by <<insert business name>> [, trading as <<insert business name>>] [e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [under registration number <<insert registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>>.

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following expressions shall have the meanings:

In these Terms and Conditions the following expressions shall have the meanings:

“Business Day”

any day other than a Saturday, Sunday or public holiday;

“Calendar Day”

any day of the year;

“Commercial Unit”

any unit of Goods, the character and/or value of which is materially impaired if divided;

“Contract”

the contract for the purchase and sale of Goods as set out in Clause 3;

“Goods”

the Goods which are to be supplied by Us to you pursuant to your Order (and confirmed in Our Order Confirmation);

“Month”

any month;

“Price”

the Price payable for the Goods;

“Special Price”

any special price payable for Goods which are subject to a time to time;

“Order”

the Order for the Goods [as attached] **OR** [as confirmed in Our Order Confirmation];

“Order Confirmation”

the Order Confirmation and confirmation of your Order as set out in Clause 3;

“We/Us/Our”

<<insert business name>> [, trading as <<insert business name>>] [e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [under registration number <<insert registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>>.

1.2 Each reference in these Terms and Conditions to an expression includes, unless the context otherwise requires, that expression whether sent by e-mail, [text message,] fax or other means of communication.

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- 3.4.9 Where applicable, including appropriate technical protection measures; and
- 3.4.10 Where applicable, compatibility of digital content with hardware and software that you are aware of or might reasonably be expected to use.

4. Description and Specifications

- 4.1 We have made every effort to ensure that the Goods conform to the descriptions and illustrations provided in Our sales and marketing literature [and provided by Our salespeople]. We cannot, however, guarantee that the descriptions, illustrations and/or photographs will be free from [discrepancies that may arise during the printing process or differences in the colour reproduction of electronic displays].
- 4.2 If you receive any Goods that do not conform to the Contract, please refer to Clause 8.
- 4.3 If We find, or are notified, of any typographical, clerical or other accidental errors on any of Our sales and marketing literature, price lists or any other documents, We will make every reasonable effort to correct such errors or omissions as soon as possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us for a refund. If, as a result of any such error or omission, you have paid an excess for the Goods, We will refund the excess paid for the Goods.
- 4.4 We reserve the right to make changes in the specification of the Goods that may be required by applicable safety or other legal or regulatory requirements.

5. Orders

- 5.1 All Orders for Goods must be subject to these Terms and Conditions.
- 5.2 You may change your Order before We despatch the Goods by contacting Us. [Revisions to your Order do not need to be made in writing.]
- 5.3 If your Order is changed after you have notified Us of any change to the Price in writing, you must pay the difference.
- 5.4 You may cancel your Order before We despatch the Goods by contacting Us. If you do not make payment within the period specified for the Goods under Clause 6, the Goods will be returned to Us. [If you request a refund, you must inform Us of this cancellation in writing.]
- 5.5 We may cancel your Order before We despatch the Goods in the following circumstances:
 - 5.5.1 The Goods are unavailable and We are unable to re-stock (if, for example, the supplier ceases trading); or
 - 5.5.2 An event occurs that prevents the Goods from being supplied for more than <<insert time period>> (please specify the period) (including events outside of Our control).

5.6 If We cancel your Order under Clause 5.5 and you have already paid for the Goods under Clause 5.5, the Price will be refunded to you within <<insert time period>>. If We do not cancel the Order, the cancellation will be confirmed by Us in writing.

5.5 and you have already paid for the Goods under Clause 5.5, the Price will be refunded to you within <<insert time period>>. If We do not cancel the Order, the cancellation will be confirmed by Us in writing.

6. Price and Payment

6.1 The Price of the Goods shown in the <<insert document, e.g. price list>> in force at the time of your Order differs from Our current Price.

Our <<insert document, e.g. price list>>. If the Price shown in your Order differs from the Price shown in Our current <<insert document, e.g. price list>>, we will charge you upon receipt of your Order.

6.2 If We quote a Special Price <<insert document, e.g. price list>> or, if the Special Price is shown in the <<insert document, e.g. price list>> period shown in the <<insert document, e.g. price list>> accepted at the Special Price, you must not accept the Order until after the period has expired.

to the Price shown in Our current <<insert document, e.g. price list>>. A Special Price will be valid for <<insert time period>>. If you place an advertised special offer, for the duration of the Special Price, you must not accept the Order until after the period has expired.

6.3 Our Prices may change from time to time. These changes will not affect any Orders that We have already received.

These changes will not affect any Orders that We have already received.

6.4 We have made every effort to ensure that Our Prices, as shown in the <<insert document, e.g. price list>> are correct. Prices will be charged at the actual Price of the Goods if the actual Price of the Goods is lower than that stated in the <<insert document, e.g. price list>>. If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to pay the difference.

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6.5 All Prices include VAT. Changes between the date of your Order and the date of payment must pay. Changes between the date of your Order and the date of payment received payment in full.

changes between the date of your Order and the date of payment must pay. Changes between the date of your Order and the date of payment received payment in full.

6.6 Our Prices [include delivery costs] added on to the final Price.

of delivery. [Delivery costs will be added on to the final Price.]

6.7 All payments for Goods must be made in advance before We can despatch the Goods to you.

advance before We can despatch the Goods to you.

6.8 We accept the following methods of payment:

at:

6.8.1 <<insert type of payment>>

6.8.2 <<insert type of payment>>

6.8.3 <<insert type of payment>>

6.8.4 <<insert type of payment>>

6.8.5 <<add more methods of payment>>

required>>.

6.9 [Credit and/or debit card payments are not accepted until We despatch the Goods to you.]

and until We despatch the Goods to you.]

6.10 If you do not make payment by the due date [as shown in/on <<insert document, e.g. invoice>> or etc.>>] We may charge you <<insert percentage between 2 and 4>>% per annum above the due date of <<insert bank name>> from the due date for the overdue sum, whether before or after judgment.

due date [as shown in/on <<insert document, e.g. invoice>> or etc.>>] We may charge you <<insert percentage between 2 and 4>>% per annum above the due date of <<insert bank name>> from the due date for the overdue sum, whether before or after judgment.

- sum.
- 6.11 The provisions of [the Contract] shall not apply if you have promptly contacted Us to dispute the Goods and We have not received your response within [the agreed time period]. No interest will accrue while such a dispute is on foot.

7. Delivery

- 7.1 Please note that delivery of the Goods will be made as soon as possible within [the United Kingdom] OR [<<insert a more detailed location>>].
- 7.2 When We provide an estimated delivery date, this is only an estimate. Confirmation, We will provide an estimated delivery date. Our estimated delivery dates may vary according to the location of the Goods, your location, and circumstances beyond Our control. In any event, the Goods will be delivered without undue delay and no later than 30 Calendar Days after the date on which the Contract is entered into.
- 7.3 If you indicate in your Order Confirmation that you wish to collect the Goods from Us yourself you may do so at any time during Our business hours of <<insert business hours>>.
- 7.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address identified by you) having received possession of the Goods or, if you are collecting the Goods, when you have collected the Goods.
- 7.5 If for any reason We cannot deliver the Goods at your chosen delivery address, We will inform you as soon as possible and you may contact Us to arrange re-delivery.
- 7.6 The responsibility (and the "risk") for the Goods remains with Us until delivery has taken place in sub-Clause 7.4 at which point it will pass to you. Please note that if you do not wish to collect the Goods and do not wish to appoint a carrier to deliver them, instead of Us, the responsibility for the Goods will pass to you as soon as they are passed to you.
- 7.7 You own the Goods from the time you make payment in full for them.
- 7.8 [Please note that delivery of the Goods may require more time:
- 7.8.1 <<insert position of Goods>>
- 7.8.2 <<insert position of Goods>>
- 7.8.3 <<add more details>>
- 7.9 Please note carefully the following provisions:
- 7.9.1 If We refuse to deliver the Goods at an end and you do not wish to collect the Goods, you may treat the Contract as being terminated without undue delay.
- 7.9.2 If delivery of the Goods is not made within the agreed time period or at the agreed time period, you may treat the Contract as being terminated without undue delay and We will reimburse you without undue delay.
- 7.9.3 If you have not collected the Goods within the agreed time period or at the agreed time period, you may treat the Contract as being terminated without undue delay and We will reimburse you without undue delay.

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8.1 By law, We must provide you with the information as described at the time you received the information. We have no obligation to provide you with information that you have seen or heard before (or differences). If any information is provided, it must also conform to the information. For example, have faulted information, incorrect Goods, please provide Us of the fault, data replacement.

8.2 Beginning on the date you receive the Goods, you shall have a 30 Calendar Day period to inspect the Goods. If the Goods do not conform to the description on the invoice, or if the 30 Calendar Day period expires and the Goods are repaired or replaced, you may return the Goods, you are entitled to a refund of the purchase price of the Goods, that the defect was not caused by misuse or abuse. If the defect was first discovered within the first six months, you are entitled to a refund of the purchase price of the Goods, of purchase in order to cover the cost of the Goods, associated costs and a reasonable time and effort to repair or replace the Goods, if repair or replacement is not possible, instead offer you the option of a refund (or a replacement, if you so desire) or a full refund of the purchase price of the Goods.

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

g the first 30 Calendar Day period,
arry out the repair or replacement
ive 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
ds at a reduced price, or to reject

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

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reflect the use you have made of them.

Within a period of <<insert time period>> (the length of time (depending upon the nature of the Goods and their nature), you may return them for a refund. Please be remember that after six months have passed since you received the Goods, the burden of proof will be on you to show that a defect or non-conformity existed at the time of delivery.

8.3 Please note that you must inform Us of any problems with the Goods before you return them. You must have used the Goods for an unsuitable purpose that is not intended for that purpose; or if the problem is the result of normal wear and tear or intentional or careless damage. Please also note that you must return the Goods to Us under this Clause 8 only if you are satisfied that the problem is not merely because you have used the Goods. Please refer to Clause 9 for details of what to do.

8.4 To return Goods to Us, you must either bring them to Us or send them to Us by a suitable delivery choice. [You may alternatively request that we collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We are not responsible for the costs of returning the Goods to Us in this case, however We may appoint a third party to collect the Goods in which case We will provide you with all relevant details.]

8.5 Refunds (whether in the form of a reduction in price) under this Clause 8 will be issued within <<insert time period>> of the day on which We agree that you are entitled to a refund.

8.6 Any and all refunds will include all delivery costs paid by you when the Goods were purchased.

8.7 For full details of your rights as a consumer, please contact your local Citizens Advice Bureau.

9. Returning Goods If You Are Not Satisfied

9.1 If you are not satisfied with the Goods you have purchased from Us you have the right to return them in exchange for a replacement], subject to the provisions of this Clause 9. This Clause does not apply to Goods that are not in compliance with the law or our legal rights. For such Goods, please refer to Clause 8.

9.2 If you wish to return the Goods under Clause 9 you must do so within <<insert time period>> of the day on which you collect them from Us), telling Us why you wish to return them.

9.3 All Goods must be returned to Us in their original condition, accompanied by proof of purchase.

9.4 You may return Goods to Us by post or another suitable delivery service of your choice. We are responsible for the cost of returning Goods to Us under this Clause 9.

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- 9.5 [You may request the Goods from you. Please ensure that the Goods are ready for collection at the time and location. You are solely responsible for the collection of the Goods under this Clause 9.]
- 9.6 Refunds or replacement of Goods to you immediately if you return the Goods to Us in perfect condition within the period>> of Our receipt of the Goods if you return them for a similar delivery service [or if We collect the Goods from you].
- 9.7 Please note that the guarantee period (guarantee) applies only to consumers resident in the United Kingdom. The provisions of this Clause 9 are in addition to your statutory rights of them.
- 10. Our Liability**
- 10.1 We will be responsible for any loss or damage that you may suffer as a result of Our breach of the Standard Conditions or as a result of Our negligence (including that of Our agents or sub-contractors). Loss or damage is foreseeable as a consequence of Our breach or negligence or if it is caused by You and Us when the Contract is created. We will not be liable for any loss or damage that is not foreseeable.
- 10.2 We only supply Goods for private use. We make no warranty or representation that the Goods are suitable for commercial, business or industrial use. If you use the Goods for commercial, business or industrial use, you agree that you will not be liable to you for any loss or damage, business or for any loss of business opportunity.
- 10.3 Nothing in these Terms seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 10.4 Nothing in these Terms seeks to exclude or limit Your legal rights as a consumer. If you wish to exercise Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 11. Events Outside of Our Control**
- 11.1 We will not be liable for any failure to perform Our obligations where that failure is caused by an event outside Our reasonable control. Such events include but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence, war (threatened or actual), acts of war (preparations for war), epidemic or other natural disasters that is beyond Our reasonable control.
- 11.2 If any event described in 11.1 occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:
- 11.2.1 We will inform you as soon as reasonably possible;

- 11.2.2 Our obligation under the Terms and Conditions will be suspended and by will be extended accordingly;
- 11.2.3 We will inform you if an event outside of Our control is over and times or availability of Goods as necessary;
- 11.2.4 If the event continues for more than <<insert time period>> We will suspend the Contract and inform you of the cancellation. You will be paid the amount reasonably possible;
- 11.2.5 If an event occurs and you wish to cancel the Contract, you will retain your right to cancel under sub-Clause 11.1.2.

12. Communication and Contact

- 12.1 If you wish to contact Us by telephone at <<insert number>> or by email at <<insert email address>>.
- 12.2 In certain circumstances, you may contact Us in writing (when cancelling an Order, for example). In writing you may use the following methods:
- 12.2.1 Contact Us by <<insert email address>>; or
- 12.2.2 Contact Us by <<insert company name>>, <<insert address>>.

13. Complaints and Feedback

- 13.1 We always welcome your feedback. Your experience as a customer of Ours is a positive one. We want to hear from you if you have any comments or suggestions.
- 13.2 All complaints are handled in accordance with Our complaints handling policy <<insert location>> and <<insert location>> respectively.
- 13.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
- 13.3.1 [In writing, <<insert name and/or position>>, <<insert address>>;]
- 13.3.2 [By email, at <<insert email address>> <<insert name and/or position>> at <<insert email address>>]
- 13.3.3 [Using Our <<insert form>> following the instructions included with the <<insert form>>]
- 13.3.4 [By contacting <<insert telephone number>> <<insert telephone number>> [and <<insert telephone number>> when prompted.]]

14. **How We Use Your Personal Information (Data Protection)**

- 14.1 All personal information that we collect, process, and hold in accordance with the applicable Data Protection Regulation.
- 14.2 For complete details on how we use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, and how to opt-out (where applicable), please refer to Our Privacy Policy at <<insert location>>.

15. **Other Important Terms**

- 15.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and any applicable law) to a third party (this may happen, for example, in the event of a business sale). If this occurs you will be notified in writing. Your obligations under these Terms and Conditions will not be affected and you will remain bound by these Terms and Conditions to the third party who receives them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and any applicable law) without Our express written permission. However, that you can transfer the benefit of the extended return period (as guaranteed) in Clause 9 without our consent.
- 15.3 The Contract is between Us and you. No person or third party other than you will be entitled to enforce any provision of these Terms and Conditions (except the benefit of the extended return period).
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless remain valid and enforceable in all other respects.
- 15.5 No failure or delay by Us in exercising that right, and no waiver by Us of that right, and no waiver by Us of any other provision of these Terms and Conditions means that We will not be deemed to have waived any subsequent breach of any provision of these Terms and Conditions.

16. **[Alternative Dispute Resolution]**

- 16.1 Alternative dispute resolution (ADR) refers to ways of resolving disputes between a consumer and a business without going to court.
- 16.2 Our ADR provider is <<insert name of ADR provider>>. If you are unhappy with how we have handled your complaint, you may wish to contact <<insert name of ADR provider>> via their website at <<insert website>>.
- 16.3 Complaints can be made to <<insert name of ADR provider>> via their website at <<insert website>>.
- 16.4 <<insert name of ADR provider>> will not charge you for making a complaint, and you may still be entitled to a refund if you are not satisfied with the outcome.

outcome of the ADR

17. **Governing Law and Jurisdiction**

17.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Scotland].

17.2 As a consumer, you agree that the application of the mandatory provisions of the law in Clause 17.1 above takes away or reduces your rights.

17.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

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and the relationship between you and Us (whether or not you are a consumer) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland].

As a consumer, you agree that the application of the mandatory provisions of the law in Clause 17.1 above takes away or reduces your rights.

Any dispute, controversy or claim between you and Us relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.