

TERMS OF SALE

BACKGROUND:

These Terms and Conditions are to apply when a customer places an order for goods and <<Insert Co...>> (“the Trader”) accepts the order and the contract is made “of

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These Terms and Conditions apply to a “Consumer” as defined by the Consumer Rights Act 2015.

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1. Definitions and Interpretation

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

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

“Business”

any trade, craft or profession carried on by an individual person/organisation;

“Commercial Unit”

any goods, the character and/or value of which are materially impaired if divided;

“Consumer”

any 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 business customer of the Trader who is acting for their personal use and for purposes other than the purposes of any Business;

“Contract”

the contract for the sale and purchase of the Goods under these Terms and Conditions;

“Goods”

the Goods which the Trader will supply;

“Model Cancellation Form”

the Model Cancellation form attached as Appendix 1;

“Order”

any order for the purchase and supply of Goods;

“Sales Literature”

any brochures, catalogues, leaflets, price lists, notices or notices providing details of Goods or services for sale, information; and

“We/Us/Our”

includes all employees, agents and representatives of the Trader;

“You/Your”

refers to a customer of the Trader.

1.2 Each reference in these Terms and Conditions to an expression, including the expression “writing”, includes any similar expression whether sent by e-mail, [text message,] fax or other electronic means.

1.2 Each reference in these Terms and Conditions to an expression, including the expression “writing”, includes any similar expression whether sent by e-mail, [text message,] fax or other electronic means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended at the relevant time.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended at the relevant time.

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

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- 1.5 Each reference to a schedule to a schedule 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 include corporations, unless the context otherwise requires, include corporations.

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2. Information about Us

- 2.1 We are a <<insert description of trader, partnership, LLP, private limited company etc.>>
- 2.2 [We trade under the trading name if different from company name>>.]
- 2.3 [We are registered in the <<Country>> under number <<Company Registration Number>>.]
- 2.4 [Our registered office is <<insert address>>.]
- 2.5 [Our main trading address is <<insert address>> if different from registered office or if no registered office is <<insert address>>.]
- 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>>.]

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3. Communication and Contact

- 3.1 If You wish to contact Us for complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use:
 - 3.2.1 <<insert email address>>; or
 - 3.2.2 <<insert company name>>, <<insert address>>.

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4. The Contract

- 4.1 These Terms and Conditions apply to the sale of Goods by Us and will form the basis of the Contract. 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.
- 4.2 Nothing provided in these Terms and Conditions is limited to Sales Literature,

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constitutes a contract and a contractual offer to You.

acceptance. Your Order constitutes an acceptance, and You will be created upon our

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

and You will be created upon our

4.4 We will ensure that such information is given or made available to You prior to the formation of the contract, save for where such information is given or made available to You in the context of the transaction:

is given or made available to You prior to the formation of the contract, save for where such information is given or made available to You in the context of the transaction:

4.4.1 The main characteristics of the Goods;

;

4.4.2 Our identity (set out in Clause 2);

in Clause 2) and contact details

4.4.3 The total price of the Goods is summarised in the manner in which it is calculated;

including taxes or, if the nature of the Goods is such that it cannot be calculated in advance, the

4.4.4 Where applicable, any delivery charges or, where such charges can be calculated in advance, the manner in which they will be calculated;

delivery charges or, where such charges can be calculated in advance, the manner in which they will be calculated;

4.4.5 Where applicable, the terms by which We will accept payment for the Goods;

for payment, delivery and the time by which We will accept payment for the Goods;

4.4.6 Our complaint handling policy;

4.4.7 Information on our right of withdrawal (set out in Clause 8);

cancel during the "cooling off" period

4.4.8 We will ensure that the Goods are of the quality that are in conformity with the contract;

of Our legal duty to supply goods of the quality that are in conformity with the contract;

4.4.9 Where applicable, any after-sales services and commercial guarantees;

after-sales services and commercial

4.4.10 Where applicable, any technical support or protection measures;

, including appropriate technical support; and

4.4.11 Where applicable, any compatibility of digital content with hardware and software expected to be used with the Goods.

compatibility of digital content with hardware and software expected to be used with the Goods.

5. Description and Specifications

5.1 We have made every effort to ensure that the Goods conform to the descriptions, illustrations, photographs and descriptions provided in Our Sales Literature [and descriptions provided to you by sales people]. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate [and that there will be no errors or omissions that may arise during the printing process] AND/OR [that there will be no errors or omissions in the colour reproduction of electronic displays]].

ensure that the Goods conform to the descriptions, illustrations, photographs and descriptions provided in Our Sales Literature [and descriptions provided to you by sales people]. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate [and that there will be no errors or omissions that may arise during the printing process] AND/OR [that there will be no errors or omissions in the colour reproduction of electronic displays]].

5.2 If You receive any Goods that do not conform to the descriptions under which they were ordered, You may return those Goods to Us as provided in Clause 9.

conform to illustrations, photographs or descriptions under which they were ordered, You may return those Goods to Us as provided in Clause 9.

5.3 If We find, or are notified, of any typographical, clerical or other accidental errors or omissions in Our Sales Literature We will make every effort to correct them as soon as is reasonably practicable. If, as a result of such an omission, You have received the wrong Goods, You may return those Goods to Us as provided in Clause 9. If,

typographical, clerical or other errors or omissions in Our Sales Literature We will make every effort to correct them as soon as is reasonably practicable. If, as a result of such an omission, You have received the wrong Goods, You may return those Goods to Us as provided in Clause 9. If,

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as a result of any s
refund the excess p

You have paid too much, We will

- 5.4 We reserve the right
that may be requir
regulatory requirem

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

6. Orders

6.1 All Orders You plac

ct to these Terms and Conditions.

6.2 You may change Y
contacting Us. [R
writing.]

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

6.3 If You change Your
Price.

ou in writing of any change to the

6.4 You may cancel Yo
contacting Us. If Y
will refund the paym
that Your Order be

efore We despatch the Goods by
or the Goods under Clause 7, We
ert time period>>. [If You request
firm this cancellation in writing.]

6.5 We may cancel Yo
following circumstar

ore We despatch the Goods in the

6.5.1 The Goods a
example, the

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

6.5.2 An event ou
period>> (pl

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

6.6 If We cancel Your O
the Goods under C
time period>>. If V
writing.

6.5 and You have already paid for
ne payment to You within <<insert
We will confirm the cancellation in

7. Price and Payment

7.1 The price of the Go
list>> in force at th
differs from Our cur

Our <<insert document, e.g. price
list>>. If the price shown in Your Order
differs from the price shown in Our
list>>, the price shown in Your Order
will apply to You upon receipt of Your Order.

7.2 If We quote a spe
current <<insert do
<<insert period>> c
for the period show
will be accepted at
after the period has

ent from the price shown in Our
, the special price will be valid for
part of an advertised special offer,
Orders placed during this period
We do not accept the Order until

7.3 We may change O
Orders that We hav

these changes will not affect any

7.4 We have made eve
Our current <<inse
checked when We
lower than that stat
the actual price of t
ask You how You w

nsure that our prices, as shown in
list>> are correct. Prices will be
the actual price of the Goods is
we will charge You the lower price. If
that stated in Your Order, We will

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7.5 All prices include VAT. We will adjust the rate of VAT that You must pay. Changes between the date of Your Order and the date we received payment in any prices where We have already

7.6 Our prices [include] costs to the final sum of delivery. [We will add delivery

7.7 You must pay for the Goods before We can despatch the Goods to You.

7.8 We accept the following payment methods:

7.8.1 <<insert type>>

7.8.2 <<insert type>>

7.8.3 <<insert type>>

7.8.4 <<insert type>>

7.8.5 <<add more methods if required>>.

7.9 Credit and/or debit card payment is not valid until We despatch the Goods to You.

7.10 If You do not make payment by the due date [as shown in/on <<insert document e.g. invoice or credit card statement>>] We may charge You interest on the overdue sum at a rate of <<insert percentage between 2 and 4>>% per annum above the base rate of the Bank of England from time to time. Interest will accrue from the due date for payment until the actual date of payment in our sole and absolute judgment. You must pay the interest when paying an overdue sum.

7.11 The provisions of this clause shall not apply if You have promptly contacted Us to dispute the invoice. No interest will accrue while such a dispute is ongoing.

8. Delivery

8.1 Please note that delivery is possible within [the United Kingdom] OR [insert a more detailed description of the delivery area].

8.2 When We accept Your Order, We will provide an estimated delivery date. Please note that these dates may vary according to the availability of Goods and other circumstances beyond our control. Unless agreed otherwise, Goods will be delivered without undue delay and in any case no later than <<insert number of days after the date on which the Contract is formed>> days.

8.3 If You indicate in Your Order that You wish to collect the Goods from Us Yourself You may do so during Our business hours <<insert hours>>.

8.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address specified in Your Order and You (or someone identified in Your Order) have taken physical possession of the Goods or, if You are collecting the Goods, when You have collected the Goods.

8.5 If for any reason We cannot deliver the Goods at Your chosen delivery address, We will inform You that the Goods have been

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returned to Our premises for delivery.

You contact Us to arrange re-

8.6 The responsibility (including the "risk") for the Goods remains with Us until delivery in sub-Clause 8.4 at which point it will pass to You. For example, if You do not wish to collect the Goods and do not wish to use the agreed carrier to deliver them, instead choosing Your own carrier, the Goods will pass to You as soon as they are passed to You.

at which point it will pass to You. For example, if You do not wish to collect the Goods and do not wish to use the agreed carrier to deliver them, instead choosing Your own carrier, the Goods will pass to You as soon as they are passed to You.

8.7 You own the Goods from the time of payment in full for them.

from the time of payment in full for them.

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

delivery of Goods may require more time:

8.8.1 <<insert position of Goods

8.8.2 <<insert position of Goods

8.8.3 <<add more details

8.9 Please note carefully the following:

Please note carefully the following:

8.9.1 If We refuse to deliver the Goods at an agreed time period or at the agreed time was estimated, and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.

If We refuse to deliver the Goods at an agreed time period or at the agreed time was estimated, and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.

8.9.2 If delivery of the Goods at the time the Contract was made is not possible, and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.

If delivery of the Goods at the time the Contract was made is not possible, and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.

8.9.3 If You have agreed to collect the Goods at an agreed time period or at the agreed time was estimated, and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.

If You have agreed to collect the Goods at an agreed time period or at the agreed time was estimated, and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.

8.10 If any of the events in sub-Clause 8.9.1, 8.9.2 or 8.9.3 occur, You may, instead of treating the Contract as being at an end, choose to continue to fail to deliver, and We will reimburse You without undue delay.

If any of the events in sub-Clause 8.9.1, 8.9.2 or 8.9.3 occur, You may, instead of treating the Contract as being at an end, choose to continue to fail to deliver, and We will reimburse You without undue delay.

8.11 If, despite the events in sub-Clause 8.10, You choose not to treat the Contract as being at an end, You may cancel Your Order or to reject the Goods, and We will reimburse You without undue delay.

If, despite the events in sub-Clause 8.10, You choose not to treat the Contract as being at an end, You may cancel Your Order or to reject the Goods, and We will reimburse You without undue delay.

8.12 If the Goods form a part of a larger order, You may only reject or cancel all of the Goods, not a portion of the order.

If the Goods form a part of a larger order, You may only reject or cancel all of the Goods, not a portion of the order.

9. Faulty, Damaged or Incomplete Goods

9.1 By law, We must provide Goods of satisfactory quality, fit for purpose and as described and as shown in any Goods You have purchased. If the Goods do not comply and are faulty, damaged or are damaged when You receive them, or if You notice any fault, damage or error, please contact Us as soon as reasonably possible to report the fault, damage or error, and to arrange for a refund, repair or replacement of the Goods.

By law, We must provide Goods of satisfactory quality, fit for purpose and as described and as shown in any Goods You have purchased. If the Goods do not comply and are faulty, damaged or are damaged when You receive them, or if You notice any fault, damage or error, please contact Us as soon as reasonably possible to report the fault, damage or error, and to arrange for a refund, repair or replacement of the Goods.

9.2 If You request a replacement of the Goods:

If You request a replacement of the Goods:

9.2.1 it is not possible to replace the Goods;

it is not possible to replace the Goods;

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9.2.2 arranging a replacement would impose a significant burden on You

9.2.3 We would not repair or provide a replacement within a reasonable time if the repair or replacement would impose a significant inconvenience to You

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

9.3 Please note that You may not claim under this Clause 9 if:

9.3.1 We informed You of any damage or other problems with the Goods before You received them;

9.3.2 You have purchased the Goods for an unsuitable purpose that is neither obvious nor stated by Us and the problem has resulted from Your use of the Goods for that purpose; or

9.3.3 the problem with the Goods is due to wear and tear, misuse or intentional or careless damage by You.

Please also note that You may not claim under this Clause 9 merely because You have damaged the Goods. Please refer to Clause[s] 10 [and 11] for details.

9.4 To return Goods to Us, You must return them to Us or to a person during Our normal business hours>> or You may alternatively request that we provide a suitable delivery choice. [You may also 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 under this Clause in which case We will provide You with all relevant details.]

9.5 Repairs made under this Clause 9 will be carried out within a reasonable time [and in any event within <insert period>] of Our receipt of the Goods]. Replacements issued under this Clause 9 will be dispatched within a reasonable time [at <insert period>] of Our receipt of the original Goods]. [You may also 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 under this Clause in which case We will provide You with all relevant details.]

9.6 All refunds issued under this Clause 9 will include all delivery costs paid by You when the Goods were delivered.

9.7 For further information as a consumer, please contact Your local Citizens Advice Bureau or the Trading Standards Office.

10. Cancellation of Contract and Refund Period

10.1 Where the Contract is made on "distance selling" premises, You have a statutory right to cancel the Contract once the Contract has been made and ends 14 calendar days after the Goods have been delivered. If the Goods are delivered in instalments, the 14 day period begins on the day that You receive the final instalment.

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10.2 If You wish to cancel Your order, You should inform Us immediately (e.g. a letter sent by post, fax or email to the postal address or email address specified in these Terms and Conditions). You must use the Model Cancellation Form, but You do not have to.

the cooling off period You should use (e.g. a letter sent by post, fax or email to the postal address or email address specified in these Terms and Conditions). You must use the Model Cancellation Form, but You do not have to.

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10.3 To meet the cancellation deadline, You must send Your communication concerning the cancellation period to Us by the end of the cancellation period.

sufficient for You to send Your communication concerning the cancellation period to Us by the end of the cancellation period.

10.4 If You exercise the right to cancel, We will refund to You the amount paid to Us in respect of the Goods.

receive a full refund of any amount paid to Us in respect of the Goods.

10.5 We will refund money in the same method used to make the payment, unless You have exercised the right to cancel for any reason other than any fees as a result of the cancellation.

method used to make the payment, unless You have exercised the right to cancel for any reason other than any fees as a result of the cancellation.

10.6 You must return Goods to Us within 14 calendar days of the day on which You inform Us that You have exercised the right to cancel. You must pay return shipment costs if You return Goods to Us.

calendar days of the day on which You inform Us that You have exercised the right to cancel. You must pay return shipment costs if You return Goods to Us.

10.7 We will issue Your refund within 14 calendar days after the receipt of the Goods at the standard delivery charge, plus any additional costs such as express delivery and gift-wrapping, less the value of any goods returned by You.

pay and, in any event no later than 14 calendar days after the receipt of the Goods. The refund will include the standard delivery charge, plus any additional costs such as express delivery and gift-wrapping, less the value of any goods returned by You.

10.8 [Clause 11 applies to the return of Goods after the 14 calendar day cooling off period has expired.]

contract after the 14 calendar day cooling off period has expired.

11. [Returning Goods If You Cancel After the Cooling Off Period]

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11.1 If after the 14 calendar day cooling off period has expired You are not satisfied with the Goods You have purchased from Us You have the right to return them to Us, subject to the provisions of this Clause. This right does not apply to Goods that are incorrect, faulty or damaged. For more information please refer to Clause 11.2.

period referred to in Clause 10 has expired. If You are not satisfied with the Goods You have purchased from Us You have the right to return them to Us, subject to the provisions of this Clause. This right does not apply to Goods that are incorrect, faulty or damaged. For more information please refer to Clause 11.2.

11.2 If You wish to return Goods to Us, You must do so within the period referred to in Clause 11.3 (or collecting them from Us), telling Us why You wish to return them.

Clause 11 You must do so within the period referred to in Clause 11.3 (or collecting them from Us), telling Us why You wish to return them.

11.3 If You are returning Goods to Us, they must be in their original condition (including any original packaging), accompanied by proof of purchase.

Under this Clause 11 they must be in their original condition (including any original packaging), accompanied by proof of purchase.

11.4 You may return Goods to Us during Our business hours of <<insert time period>> by post or another suitable delivery service of Your choice. You are responsible for the cost of returning Goods to Us under this Clause.

during Our business hours of <<insert time period>> by post or another suitable delivery service of Your choice. You are responsible for the cost of returning Goods to Us under this Clause.

11.5 [You may request that We collect the Goods from You. Please ensure that the Goods are ready for collection at the agreed time and location. You are solely responsible for the cost of collecting the Goods under this Clause 11.]

Goods from You. Please ensure that the Goods are ready for collection at the agreed time and location. You are solely responsible for the cost of collecting the Goods under this Clause 11.]

11.6 We will issue a refund to You immediately if You return Goods to Us in person or within 14 calendar days of Our receipt of the Goods if You

immediately if You return Goods to Us in person or within 14 calendar days of Our receipt of the Goods if You

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return Goods to Us
Goods from You.]]

every service [or if We collect the

11.7 Please note that t
consumers resident
are in addition to yo

period (guarantee) applies only to
The provisions of this Clause 11
d of them.]]

12. Complaints and Feedback

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12.1 We always welcome
all reasonable ende
Ours is a positive c
any cause for comp

customers and, while We always use
Your experience as a customer of
want to hear from You if You have

12.2 All complaints are h
and procedure, ava

with Our complaints handling policy
ion(s)>>.

12.3 If You wish to com
contact Us in one of

of Your dealings with Us, please

12.3.1 [In writing,
department>

t name and/or position and/or

12.3.2 [By email,
department>

t name and/or position and/or
s>>];]

12.3.3 [Using Our c
form;]

g the instructions included with the

12.3.4 [By contacti
choosing op

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

13. Events Outside of Our Co

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13.1 We will not be liab
under these Terms
cause that is beyon
not limited to: powe
or other industrial
explosion, flood,
(threatened or actual
preparations for wa
that is beyond Our r

lay in performing Our obligations
e failure or delay results from any
ol. Such causes include, but are
provider failure, strikes, lock-outs
riots and other civil unrest, fire,
subsidence, acts of terrorism
, undeclared, threatened, actual or
atural disaster, or any other event

13.2 If any event describ
affect Our perform
Conditions:

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

13.2.1 We will inform

sonably possible;

13.2.2 Our obligati
limits that W

will be suspended and any time
tended accordingly;

13.2.3 We will inform
provide deta
necessary;

outside of Our control is over and
dates or availability of Goods as

13.2.4 If the event
time period:

continues for more than <<insert
Contract and inform You of the

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cancellation
will be paid to

you as a result of that cancellation
reasonably possible;

13.2.5 If an event of force
Contract, You will have the
sub-Clause 13.2.4.

occurs and You wish to cancel the
Contract, You will have the right to cancel under

14. Liability

14.1 We will be responsible for
suffer as a result of the
of Our negligence or
consequence of the
Us when the Contract is
or damage that is not

the loss or damage that You may
Terms and Conditions or as a result
of negligence or as a result
of foreseeable if it is an obvious
or if it is contemplated by You and
We will not be responsible for any loss

14.2 We will maintain
insurance.

insurance including public liability

14.3 We only supply Goods
representation that
purposes of any kind
You will not use the
any loss of profit, loss
business opportunity

private use. We make no warranty or
commercial, business or industrial
placing an Order, You agree that
Goods. We will not be liable to You for
consequence of the use of the Goods for

14.4 Nothing in these Terms
Our liability for death
or fraudulent misrep

intended to or will limit or exclude
liability caused by Our negligence or for fraud

14.5 Nothing in these Terms
rights as a Consumer
details of Your legal
Trading Standards C

intended to or will limit Your legal
rights or protection legislation. For more
details of Your legal rights, contact
our local Citizens Advice Bureau or

15. How We Use Your Personal Information (Data Protection)

We will only use Your personal
Privacy Notice>> available

Our <<insert document name, e.g.
<<insert document name>>.

16. Other Important Terms

16.1 We may transfer (assign)
third party (this may
occurs We will inform
affected and Our obligations
party who will remain

and rights under the Contract to a
third party (if We sell Our business). If this
occurs, Your rights under the Contract will not be
affected and Our obligations under the Contract will be transferred to the third

16.2 [You may transfer
(guarantee) in in Clause
after You have com

of the extended return period
if You purchase the Goods from You
rather than from Us.]

16.3 You may not transfer
Terms and Conditions
express written per

obligations and rights under these
Terms and Conditions (under the Contract, as applicable) without Our
consent (which will not be unreasonably withheld).

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16.4 The Contract is between You and Us. No person or third party will be entitled to enforce any provision of these Terms and Conditions on any purchaser to whom the Contract has been transferred under these Terms and Conditions.

not intended to benefit any other person or party will be entitled to enforce any provision of these Terms and Conditions on any purchaser to whom the Contract has been transferred under these Terms and Conditions. This is subject to sub-Clause 16.2 and any return period (guarantee) has been provided for in these Terms and Conditions. No person will be entitled to benefit from it.]

16.5 If any provision of these Terms and Conditions is held by any competent authority to be unenforceable in whole or in part the enforceability of the other provisions of these Terms and Conditions and the remainder of the Contract will not be affected.

Terms and Conditions is held by any competent authority to be unenforceable in whole or in part the enforceability of the other provisions of these Terms and Conditions and the remainder of the Contract will not be affected.

16.6 No failure or delay in enforcing any provision of these Terms and Conditions means that We or You are not in breach of any provision of these Terms and Conditions and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any other provision of these Terms and Conditions.

enforcing any rights under the Contract and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any other provision of these Terms and Conditions.

17. [Alternative Dispute Resolution]

17.1 Alternative dispute resolution refers to ways of resolving disputes between a consumer and a business without going to court.

Alternative dispute resolution refers to ways of resolving disputes between a consumer and a business without going to court.

17.2 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 address>>.

<<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 address>>.

17.3 Complaints can be made to <<insert name of ADR provider>> via their website at <<insert website address>>.

Complaints can be made to <<insert name of ADR provider>> via their website at <<insert website address>>.

17.4 [<<insert name of ADR provider>>] do not charge you for making a complaint, and you may still be able to make a complaint if you are not satisfied with the outcome of the ADR process.

<<insert name of ADR provider>> do not charge you for making a complaint, and you may still be able to make a complaint if you are not satisfied with the outcome of the ADR process.

18. Law and Jurisdiction

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

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

18.2 As a consumer, you may not be able to rely on any mandatory provisions of the law in your country of residence if Clause 18.1 above takes away or restricts those provisions.

As a consumer, you may not be able to rely on any mandatory provisions of the law in your country of residence if Clause 18.1 above takes away or restricts those provisions.

18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions or the relationship between you and Us (whether consumer or not) shall be subject to the jurisdiction of the courts of England and Wales [Northern Ireland], as determined by your residency.

Any dispute, controversy or claim between you and Us relating to these Terms and Conditions or the relationship between you and Us (whether consumer or not) shall be subject to the jurisdiction of the courts of England and Wales [Northern Ireland], as determined by your residency.

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SCHEDULE 1

MOD **DRM**

To: To: <<trader to insert trader's
number and email address>>

address and, where available, fax

I/We (delete as appropriate) her
my/our (delete as appropriate) con

re (delete as appropriate) cancel
following goods.

Description of goods: << >>.

Ordered/Received (delete as appr

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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