

BACKGROUND:

These Terms and Conditions are for use when a customer places an order for goods and installation services. These Terms and Conditions apply to a customer who is not a "Consumer" as defined by the Consumer Rights Act 2015.

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These Terms and Conditions apply to a customer who is not 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 have the meanings set out below:

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

"Business"

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

"Commercial Unit"

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

"Consumer"

any person who is not 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 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 We will supply which We will install as

"Inseparably Mixed Goods"

any Goods which become mixed inseparably (whether before or after) with other items after delivery;

"Model Cancellation Form"

the Model cancellation forms attached to these Terms and Conditions;

"Order"

any order for the purchase and installation and provision of Services;

"Personalised Goods"

any Goods which are made to Your specifications or are

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“Sales Literature”

1.2 Each reference to sales literature in these Terms and Conditions

catalogues, leaflets, price lists providing details of Goods and pricing information;

“Services”

Each reference to services in these Terms and Conditions

we will provide which involve the Goods You have purchased;

“We/Us/Our”

Each reference to we/us/our in these Terms and Conditions

includes all employees, agents and the Trader;

“You/Your”

Each reference to you/your in these Terms and Conditions

who is a customer of the Trader.

in these Terms and Conditions and any similar expression, includes electronic communication means, e-mail, [text message,] fax or other means.

and any similar expression, includes e-mail, [text message,] fax or other means.

1.3 Each reference to a statute in these Terms and Conditions

is a reference to that statute or that statute as amended at that time.

1.4 Each reference to “these Terms and Conditions” in these Terms and Conditions

is a reference to these Terms and Conditions.

1.5 Each reference to a schedule in these Terms and Conditions

is a reference to a schedule to these Terms and Conditions.

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

These headings 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.

Words signifying the plural include the singular and vice versa.

1.8 References to any gender include the other gender.

References to any gender include the other gender.

1.9 References to persons include corporations.

References to persons, where otherwise required, include corporations.

2. Information about Us

2.1 We are a <<insert brief description of company etc.>>.

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 with Registration Number <<insert VAT Registration Number>> under number <<Company Identification 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 or if no trading 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>>.]

3. Communication and Contact

3.1 If You wish to contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

If You wish to contact Us by telephone, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

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3.2 In certain circumstances throughout these Terms the following methods

writing (as stated in various Clauses contacting Us in writing You may use

3.2.1 contact Us by

address>>; or

3.2.2 contact Us
address>>.

<insert company name>>, <<insert

4. The Contract

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4.1 These Terms and Conditions form the basis of the purchase please ensure that You are unsure about any part

of Goods and Services by Us and will be provided to You. Before making Your Order, please read Our Terms and Conditions carefully. If You are uncertain about any of the provisions, please ask Us for clarification.

4.2 Nothing provided by Us constitutes a contractual offer capable of acceptance that We may, at our discretion

be limited to Sales Literature, constitutes a contractual offer. Your Order constitutes a contractual offer

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

will be created upon our acceptance in writing of Your Order.

4.4 We will ensure that the information made available to You prior to the formation of the Contract is already apparent from our website

information given or made available to You prior to the formation of the Contract, save for where such information is already apparent from our website or other information:

4.4.1 The main characteristics of the Goods and Services;

price and Services;

4.4.2 Our identity (set out in Clause 3);

address (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, where the price cannot be calculated in advance, the manner in which the price will be calculated;

the total price of the Goods or Services including taxes or, where the price cannot be calculated in advance, the manner in which the price 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;

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

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

our payment, delivery and the time by which We undertake to supply the Goods and perform the Services;

4.4.6 Our complaint handling process;

4.4.7 Information available to You during the “cooling off” period (set out in Clause 11);

information available to You during the “cooling off” period (set out in Clause 11);

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

our legal duty to supply goods that are in conformity with the applicable law;

4.4.9 Where applicable, any services and commercial guarantees;

any services and commercial guarantees;

4.4.10 Where applicable, any technical protection measures, of any kind;

including appropriate technical protection measures, of any kind;

4.4.11 Where applicable, any liability of digital content with hardware and software that might reasonably be expected to be aware of.

liability of digital content with hardware and software that might reasonably be expected to be aware of.

5. Description and Specifications

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5.1 We have made every effort to ensure that the Goods conform to the illustrations, photographs, descriptions provided in Our Sales Literature [and we cannot, however, guarantee that all descriptions, illustrations and photographs will be precisely accurate [due to process] AND/OR [differences in the]] [discrepancies that may arise]

ensure that the Goods conform to the illustrations, photographs, descriptions provided in Our Sales Literature [and we cannot, however, guarantee that all descriptions, illustrations and photographs will be precisely accurate [due to process] AND/OR [differences in the]] [discrepancies that may arise]

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5.2 If You receive any Goods that do not match the descriptions under sub-Clause 5.1, You must return those Goods to Us as provided in Clause 10.

5.3 If We find, or are made aware of, clerical or other accidental errors or omissions in any Sales Order, or such errors or omissions in any Goods, You may return those Goods to Us as provided in Clause 10. If You have paid too much, We will refund the difference to You.

5.4 We reserve the right to refuse to supply Goods or Services that may be required for the fulfilment of regulatory requirements w

to illustrations, photographs or other representations of those Goods to Us as provided in Clause 10.

clerical or other accidental errors or omissions in any Goods, You may return those Goods to Us as provided in Clause 10. If You have paid too much, We will refund the difference to You.

We reserve the right to refuse to supply Goods or Services that may be required for the fulfilment of regulatory requirements w

6. Orders

6.1 All Orders You place for Goods or Services will be subject to these Terms and Conditions.

6.2 You may change Your Order by contacting Us. [Requests for changes need to be made in writing.]

6.3 If You change Your Order, We may adjust the Price.

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 confirm this 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 Our control (for example, a fire) prevents Us from supplying the Goods for more than <<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 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>>. If 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>>. If You have already paid for the Goods, We will refund the payment to You within <<insert time period>>.

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You may change Your Order by contacting Us. [Requests for changes need to be made in writing.]

If You change Your Order, We may adjust the Price.

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 confirm this in writing.]

We may cancel Your Order in the following circumstances:

The Goods are unavailable (for example, the Goods are out of stock).

An event outside Our control (for example, a fire) prevents Us from supplying the Goods for more than <<insert time period>> (please specify the period).

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

7. Price and Payment

7.1 The price of the Goods as 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 price will be valid for <<insert time period>> or, if the special price is a limited time offer, for the period shown in the advertisement. This special price will be accepted at the time of Your Order, even if the special price even if We do not have the Goods in stock at the time of Your Order.

7.3 We may change Our prices from time to time. Changes will not affect any Orders that We have already accepted.

7.4 We have made every reasonable effort to ensure that our prices, as shown in Our <<insert document, e.g. price list>>, are correct. Prices will be checked when we process Your Order. If the price of the Goods is lower than that stated in Your Order, We will charge You the actual price of the Goods is

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.

If We quote a special price in Our <<insert document, e.g. price list>>, the price will be valid for <<insert time period>> or, if the special price is a limited time offer, for the period shown in the advertisement. This special price will be accepted at the time of Your Order, even if the special price even if We do not have the Goods in stock at the time of Your Order.

We may change Our prices from time to time. Changes will not affect any Orders that We have already accepted.

We have made every reasonable effort to ensure that our prices, as shown in Our <<insert document, e.g. price list>>, are correct. Prices will be checked when we process Your Order. If the price of the Goods is lower than that stated in Your Order, We will charge You the actual price of the Goods is

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higher than that state

7.5 All prices include VAT and the date of Your Order. Changes in VAT will be made in full from You.

7.6 Our prices [include] Our VAT the final sum due.]

7.7 You must pay for the Goods to You.

7.8 We accept the following

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 p

7.9 Credit and/or debit ca

7.10 If You do not make payment on the invoice document e.g. invoice within the due date, an overdue sum at the rate of <<insert type>> above the base lending rate will accrue on a daily basis on the amount of the overdue sum, when paying an overdu

7.11 The provisions of sub-section 7.10 shall apply if You dispute an invoice in writing within 14 days of the invoice going.

8. Delivery

8.1 Please note that delivery is available within [the United Kingdom] OR [the Republic of Ireland] if You are a resident of the United Kingdom or the Republic of Ireland. [If You are a resident of another country, please contact Us for more information.]

8.2 When We accept Your Order, We will provide You with an estimated delivery date and (if applicable) a date for payment. Please note that estimated delivery dates may vary according to the quantity of Goods, Your location, and other circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and no later than 30 calendar days after the date on which the Order is accepted by Us.

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 the Goods. You must collect the Goods from Us Yourself, during Our business hours, at the address specified in Your Order.

8.4 Delivery will be deemed to have taken place at the delivery address specified in Your Order, unless You have taken physical possession of the Goods from Us Yourself, when You do so.

8.5 If for any reason We cannot deliver the Goods to the delivery address specified in Your Order, We will leave the Goods at Our premises, request that You collect the Goods, or return the Goods to Us. We will not be liable for any loss or damage to the Goods if they are not collected or returned to Us within the time specified in Your Order.

8.6 The responsibility (so-called "risk") for the Goods remains with Us until delivery is complete, unless You have taken physical possession of the Goods from Us Yourself. Please note, however, that the responsibility for the Goods will pass to You at the time specified in clause 8.4 at which point it will pass to You if You wish to collect the Goods and do not

ask You how You wish to proceed.

changes between the date of Your Order and the date of delivery. We will apply the rate of VAT that You must pay. If You have already received payment from Us, We will refund the VAT to You.

delivery. [We will add delivery costs to the price of the Goods.]

advance before We can despatch the Goods to You.

ed>>.

We despatch the Goods to You.

due date [as shown in/on <<insert type>>] We may charge You interest on the overdue sum at the rate of <<insert type>> between 2 and 4>>% per annum from time to time. Interest will accrue on a daily basis on the amount of the overdue sum until the actual date of payment. You must pay any interest due when paying an overdue sum.

if You have promptly contacted Us to dispute an invoice in writing within 14 days of the invoice going.

able within [the United Kingdom] OR [the Republic of Ireland] if You are a resident of the United Kingdom or the Republic of Ireland. [If You are a resident of another country, please contact Us for more information.]

We will provide You with an estimated delivery date and (if applicable) a date for payment. Please note that estimated delivery dates may vary according to the quantity of Goods, Your location, and other circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and no later than 30 calendar days after the date on which the Order is accepted by Us.

ollect the Goods from Us Yourself You must collect the Goods from Us Yourself, during Our business hours, at the address specified in Your Order.

en the Goods have been delivered to the delivery address specified in Your Order, unless You have taken physical possession of the Goods from Us Yourself, when You do so.

he Goods at Your chosen delivery address. If We cannot deliver the Goods to the delivery address specified in Your Order, We will leave the Goods at Our premises, request that You collect the Goods, or return the Goods to Us. We will not be liable for any loss or damage to the Goods if they are not collected or returned to Us within the time specified in Your Order.

"risk") for the Goods remains with Us until delivery is complete, unless You have taken physical possession of the Goods from Us Yourself. Please note, however, that the responsibility for the Goods will pass to You at the time specified in clause 8.4 at which point it will pass to You if 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 pass to 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 the terms and conditions of the Contract.

the terms and conditions of the Contract.

8.9.1 If We refuse to deliver the Goods, You 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.

8.9.2 If delivery of the Goods was essential to You and the agreed time period was essential to You, and if, in the relevant circumstances at the time the Goods were delivered, You may treat the Contract as being at an end and We will not be liable for any undue delay.

ed time period or at the agreed time period in the relevant circumstances at the time the Goods were delivered, 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 within the agreed time period, You may treat the Contract as being at an end and We will not be liable for any undue delay.

in the agreed time period or at the agreed time period to deliver, 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, You may, instead of treating the Contract as being at an end, still require Us to deliver the Goods. If We fail to deliver the Goods within the agreed time period, We will reimburse You without undue delay.

may, instead of treating the Contract as being at an end, still require Us to deliver the Goods within the agreed 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 8.10, You choose not to treat the Contract as being at an end, Your Order or to reject the Goods, We will reimburse You without undue delay.

8.10, You choose not to treat the Contract as being at an end, Your Order or to reject the Goods, We will reimburse You without undue delay.

8.12 If the Goods form a Contract and You do not reject or cancel all of the Goods, We will reimburse You without undue delay.

only reject or cancel all of the Goods, 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].

ices 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 when 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 terms of the Sales Literature. We cannot, however, be held responsible for any delay 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 terms of the Sales Literature. We cannot, however, be held responsible for any delay 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 You have purchased do not comply with this requirement when You receive them, or if You discover a fault, damage or defect soon as reasonably possible to inform Us of the fault, damage or defect, we will provide You with a refund, repair or replacement.

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

10.2 If You request a repair or replacement of the Goods, we will reimburse You for the cost of the Goods; if the Goods are damaged or destroyed, we will reimburse You for the cost of the Goods.

If You request a repair or replacement of the Goods, we will reimburse You for the cost of the Goods; if the Goods are damaged or destroyed, we will reimburse You for the cost of the Goods.

10.2.1 it is not possible to repair or replace the Goods, we will reimburse You for the cost of the Goods.

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10.2.2 arranging
burden of

replacement would impose a significant

10.2.3 We would
reasonable

repair or provide a replacement within a
significant inconvenience to You

You may opt e
Contract and re
to take account
delivered to You

at a reduced price, or to cancel the
note that We may reduce such refunds
had of the Goods since they were

10.3 Please note that

claim under this Clause 10 if:

10.3.1 We inform
before You

damage or other problems with the Goods

10.3.2 You have
obvious n
of the Go

for an unsuitable purpose that is neither
the problem has resulted from Your use

10.3.3 the probl
careless

wear and tear, misuse or intentional or

Please also not
merely because
[and 12] for det

return Goods to Us under this Clause 10
to your mind. Please refer to Clause[s] 11
if you change Your mind.

10.4 To return Goods
during Our busin
Us by post or an
We collect the
collection at the a
Goods in this ca
which case We v
for the costs of r
appropriate.

under this Clause 10, You may do so in person
>> or You may return them to
choice. [You may alternatively request that
to ensure that the Goods are ready for
We are solely responsible for collecting the
to appoint a third party carrier to collect them in
relevant details.] We will be fully responsible
under Clause 9 and will reimburse You where

10.5 Repairs made un
in any event with
issued under this
event within <<in
replacements will
(whether full or
<<insert normal r

carried out within a reasonable time [and
of our receipt of the Goods]. Replacements
made within a reasonable time [and in any
of the original Goods]. All repairs and/or
made at Our expense. We will issue refunds
(in price) under this Clause 10 within
of triggering the refund.

10.6 All refunds issue
when the Goods

will include all delivery costs paid by You

10.7 For further inform
Citizens Advice B

As a consumer, please contact Your local
Citizens Advice Office.

11. Cancellation of Contract

Period

11.1 Where the Contr
"cooling off" peric

"cooling off" period, You have a statutory right to a
cancel the Contract has been made and ends:

11.1.1 in relatio
delivered
period be

14 calendar days after the Goods have been
delivered in instalments, the 14 calendar day
period ends when You receive the final instalment;

11.1.2 in relatio
which the

14 calendar days after the date on

This right will no

cancel Goods or Inseparably Mixed Goods.

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11.2 If You wish to cancel immediately by a clear address, fax number or may use the Model C

cooling off period You should inform Us immediately by post, fax or email to the postal address (in these Terms and Conditions). You may not have to.

11.3 To meet the cancellation period concerning the exercise of the right to cancel has expired.

for You to send Your communication before the cancellation period has expired.

11.4 If You exercise the right to cancel the Services:

the Services:

11.4.1 You will receive a refund of the amount paid to Us in respect of the Services;

amount paid to Us in respect of the Services;

11.4.2 We will process the refund without undue delay and in any event within the period of 14 days after the day on which We are notified of Your cancellation.

as a result of a cancellation without undue delay and in any event within the period of 14 days after the day on which We are notified of Your cancellation.

11.5 If You exercise the right to cancel the Goods:

the Goods:

11.5.1 We will issue a refund to You in the normal refund period>> and in any event no later than 14 calendar days after We receive the returned Goods and the refund charges;

normal refund period>> and in any event no later than 14 calendar days after We receive the returned Goods and the refund charges;

11.5.2 You must return the Goods to Us within 14 calendar days of the day on which You inform Us of Your cancellation. You must pay return shipment costs under this Clause 11;

14 calendar days of the day on which You inform Us of Your cancellation. You must pay return shipment costs under this Clause 11;

11.5.3 We will not be liable for any costs such as express delivery and gift-wrapping;

such as express delivery and gift-wrapping;

11.5.4 We may make a deduction from the refund for loss in value of any goods supplied, if the loss is necessary handling by You.

refund for loss in value of any goods supplied, if the loss is necessary handling by You.

11.6 We will refund money to You if You have expressly agreed to the refund of the refund.

used to make the payment, unless You have expressly agreed to the refund. You will not incur any fees as a result of the refund.

11.7 If You wish Us to begin the cooling off period You must inform Us within the 14 calendar days of the ordering process.] If You do not inform Us within the following:

on a date that falls within the cooling off period for provision of the Services to begin. This request forms a normal part of the ordering process. You acknowledge and agree to the following:

11.7.1 If We fully provide the Services to You You will lose the right to cancel. You will still have the right to cancel if the Services are not complete (although You may still have the right to cancel);

the 14 calendar day cooling off period, if the Services are complete (although You may still have the right to cancel);

11.7.2 If You cancel the Services before they have begun but before it is complete You will still be entitled to a refund of the Services supplied up until the point at which You inform Us of Your cancellation;

if the Services have begun but before it is complete You will still be entitled to a refund of the Services supplied up until the point at which You inform Us of Your cancellation;

11.7.3 The amount of the refund will be in proportion to the full price of the Services and any sums that have already been provided. Any sums that have already been provided will be refunded subject to deductions for the value of any goods supplied;

in proportion to the full price of the Services and any sums that have already been provided. Any sums that have already been provided will be refunded subject to deductions for the value of any goods supplied;

11.7.4 We will process the refund in the normal refund period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

normal refund period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

11.8 [Clause 12 applies to the cooling off period after the 14 calendar day cooling off period has elapsed.]

at after the 14 calendar day cooling off period has elapsed.]

12. [Returning Goods If You Cancel]

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

referred to in Clause 11 has expired You

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are not satisfied with in exchange for a refund. This Clause 12. For Goods that are in 12 does not apply to

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 comparably Mixed Goods.

12.2 If You wish to return <<insert time period>> You wish to return the

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

12.3 If You are returning original condition [, in purchase.

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

12.4 You may return Goods during Our business hours of <<insert business hours>> or of Your choice. You under this Clause 12.

during Our business hours of <<insert business hours>> or another suitable delivery service for the cost of returning Goods to Us

12.5 [You may request that Goods are ready for collection for the cost to Us of

from You. Please ensure that the Goods are ready for collection at the location. You are solely responsible for the cost of returning Goods to Us under this Clause 12.]

12.6 We will issue refund to person or within <<insert time period>> if Goods to Us by post

immediately if You return Goods to Us in person or by post. We will issue a receipt of the Goods if You return Goods to Us or if We collect the Goods from You.]]

12.7 If We have started to return the Goods, You must not return them at which You are responsible for. The amount due will be calculated in proportion to the Services already provided. We Services subject to de

When You give notice of Your wish to return the Goods, You must not return them for the Services supplied up until the point at which You wish to cancel. The amount due will be calculated in proportion to the Services already provided and the actual Services that have already been paid for the basis.

13. Guarantee

13.1 [As the manufacturer's guarantee period>> from the date of purchase. This guarantee is subject to

we warrant that for a period of <<insert period>> from the date of purchase. The Goods will be free from material defects. This guarantee is subject to sub-Clause 13.2.

13.2 Our guarantee does not cover

the Goods caused by:

13.2.1 Normal wear and tear

the Goods;

13.2.2 Deliberate damage

the Goods;

13.2.3 Accidental damage

the Goods; or

13.2.4 Failure to use

the Goods in accordance with their instructions; or

13.2.5 The alteration of the Goods by You or any third party that is not authorised by Us.

13.3 Our guarantee exists only if the Goods match Our description (as stated in the purpose). More information can be obtained from Your local Citizens Advice

the Goods as a consumer (that the Goods are of satisfactory quality and that they are fit for the purpose for which a consumer can be obtained from Your local Citizens Advice Office.)

OR

13.1 [The Goods are provided as described. For further details and terms please refer to the documentation supplied with the Goods.

we warrant that for a period of <<insert period>> from the date of purchase. The Goods will be free from material defects. This guarantee is subject to sub-Clause 13.2.

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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

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14.1 We always welcome your comments and, while We always use all reasonable endeavours to resolve any complaint, your experience as a customer of Ours is a positive one, We need your feedback from 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 download from Our website.

14.3 If You wish to complain about any of Our dealings with Us, please contact Us at the following address:

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, in accordance with the instructions included with the form;]

14.3.4 [By contacting our telephone helpline on <<insert telephone number>> [and following the prompts when prompted.]]

15. Events Outside of Our Control

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15.1 We will not be liable for Our failure to perform Our obligations under these Terms and Conditions if the delay results from any cause that is beyond Our reasonable control, which include, but are not limited to: power cuts, network outages, system failures, lock-outs or other industrial action by third parties, riots and civil unrest, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (whether or actual), acts of war (declared, or suspected, or for war), epidemic or other natural disaster, or any other event beyond Our reasonable control.

15.2 If any event described in sub-Clause 15.1 occurs that is likely to adversely affect Our performance of a Contract under 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 the Contract may be suspended and any time limits that apply to the Contract may be extended accordingly;

15.2.3 We will inform You of the details of any event and the steps we are taking to ensure availability of Goods as necessary;

15.2.4 If the event continues for more than <<insert time period>> We will offer You a refund and inform You of the cancellation. Any refund or cancellation will be paid to You as soon as it is reasonable to do so;

15.2.5 If an event occurs that affects the Contract and You wish to cancel the Contract, You may do so and You will retain the right to cancel under sub-Clause 6.4.

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16. Liability

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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 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 the negligence of a third party. We will not be responsible for any consequential loss or damage that is not foreseeable.

serious consequence of the breach or non-performance of the Contract. We will not be responsible for any consequential loss or damage that is not foreseeable.

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

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 profit.

16.4 If We cause any damage to the Goods or to any good that damage attributable to existing faults or damage to the Goods before We provide the Services.

providing the Services, We will make good that damage attributable to existing faults or damage to the Goods before We provide the Services. We are not responsible for any pre-existing damage to the Goods that We discover while providing the Services.

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

Nothing in these Terms will be construed as intended 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 will be construed as intended to our will limit or exclude Our liability for failing to provide the Services in accordance with information provided to Us.

Nothing in these Terms will be construed as intended to our will limit or exclude Our liability for failing to provide the Services in accordance with information provided to Us.

16.7 Nothing in these Terms will be construed as intended 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 Protection Bureau or Trading Standards Office.

Nothing in these Terms will be construed as intended 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 Protection Bureau or Trading Standards Office.

17. How We Use Your Personal Information

(Information)

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

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

18. Other Important Terms

18.1 We may transfer (assign) our rights and obligations under the Contract to a third party (this may happen without Your knowledge). We will inform You in writing before we do so. Your obligations under the Contract will remain bound by them.

We may transfer (assign) our rights and obligations under the Contract to a third party (this may happen without Your knowledge). We will inform You in writing before we do so. Your obligations under the Contract will remain bound by them.

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

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

18.3 You may not transfer (assign) our rights and obligations under these Terms and Conditions (and any other applicable legislation) without Our express written permission (such permission may be wholly or partly withheld).

You may not transfer (assign) our rights and obligations under these Terms and Conditions (and any other applicable legislation) without Our express written permission (such permission may be wholly or partly 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 against whom the guarantee is provided or to enforce the guarantee.

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 against whom the guarantee is provided or to enforce the guarantee.

18.5 If any provision of these Terms and Conditions is held by any competent authority to be invalid, in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

If any provision of these Terms and Conditions is held by any competent authority to be invalid, in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

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

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

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that We or You have
provision of the Con
the same or any othe

waiver by Us or You of a breach of any
You will waive any subsequent breach of

19. Law and Jurisdiction

19.1 These Terms and C
(whether contractua
accordance with the

of the relationship between you and Us
be governed by, and construed in
[Northern Ireland] [Scotland].

19.2 As a consumer, you
country of residence
rights as a consume

mandatory provisions of the law in your
19.1 above takes away or reduces your
.

19.3 Any dispute, contro
Terms and Condition
contractual or other
Wales, Scotland, or

between you and Us relating to these
relationship between you and Us (whether
the 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 email address>> and, where available, fax number

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:

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MODEL CONTRACT FOR SERVICES

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

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): << >>

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