## TERMS

### SALE

### **BACKGROUND:**

These Terms and Conditions are to order for goods and <<Insert Coorder and the contract is made "of

These Terms and Conditions app Consumer Rights Act 2015.

### 1. Definitions and Interpreta

In these Terms an following expression

"Business"

"Commercial Unit"

"Consumer"

"Contract"

"Goods"

"Model Cancellation Form"

"Order"

"Sales Literature"

"We/Us/Our"

"You/Your"

- Each reference in expression, include message,] fax or ot
- 1.3 Each reference to statute or provision
- 1.4 Each reference to " and Conditions.

apply when a customer places an me>> ("the Trader") accepts the der.

a "Consumer" as defined by the

e context otherwise requires, the anings:

ade, craft or profession carried on rson/organisation;

ods, the character and/or value of ally impaired if divided;

s defined by the Consumer Rights n to these Terms and Conditions stomer of the Trader who heir personal use and for purposes e the purposes of any Business;

the sale and purchase of the ms and Conditions;

will supply;

ellation form attached as

order for the purchase and

, catalogues, leaflets, price lists s providing details of Goods formation; and

includes all employees, agents the Trader:

o is a customer of the Trader.

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

f a statute is a reference to that ed at the relevant time.

ons" is a reference to these Terms

### 1.5 Each reference to a Conditions.

- 1.6 The headings used and do not affect th
- 1.7 Words signifying the
- 1.8 References to any
- 1.9 References to pe corporations.

### 2. Information about Us

- 2.1 We are a <<insert limited company etc
- 2.2 [We trade under the name>>.]
- 2.3 [We are registered Registration Number
- 2.4 [Our registered office
- 2.5 [Our main trading a or if no registered or
- 2.6 [Our VAT number is
- 2.7 [We are regulated b
- 2.8 [We are a member
- 2.9 **[**<< Insert further info

### 3. Communication and Con

- 3.1 If You wish to conta telephone at <<inse
- 3.2 In certain circumsta Clauses throughou writing You may use
  - 3.2.1 contact Us b
  - 3.2.2 contact Us address>>.

### 4. The Contract

- 4.1 These Terms and C basis of the Contract ensure that You has unsure about any clarification.
- 4.2 Nothing provided

e to a schedule these Terms and

nditions are for convenience only Terms and Conditions.

lude the plural and vice versa.

her gender.

text otherwise requires, include

trader, partnership, LLP, private

name if different from company

tion>> under number <<Company

ce>>.1

ss if different from registered office

**.**]

ılator(s)>>.]

ociation(s) etc.>>.]

omplaints, You may contact Us by at <<insert email address>>.

Us in writing (as stated in various ditions). When contacting Us in

address>>; or

nsert company name>>, <<insert

e of Goods by Us and will form the Before making Your Order, please d Conditions carefully. If You are d Conditions, please ask Us for

not limited to Sales Literature,

constitutes a contra a contractual offer t

- 4.3 A legally binding of acceptance in writin
- 4.4 We will ensure that prior to the formati such information is
  - 4.4.1 The main ch
  - 4.4.2 Our identity (set out in C
  - 4.4.3 The total pr Goods is su manner in w
  - 4.4.4 Where appl charges can be calculated
  - 4.4.5 Where applied by which We
  - 4.4.6 Our complai
  - 4.4.7 Information (set out in C
  - 4.4.8 We will ensu
  - 4.4.9 Where appl guarantees;
  - 4.4.10 Where appl protection m
  - 4.4.11 Where appl hardware ar expected to

### 5. Description and Specifica

- 5.1 We have made ever illustrations, photog [and descriptions guarantee that all precisely accurate process] AND/OR displays]].
- 5.2 If You receive any descriptions under provided in Clause
- 5.3 If We find, or are accidental errors or reasonable effort to possible. If, as a rewrong Goods, You

ceptance. Your Order constitutes etion, accept.

d You will be created upon our

is given or made available to You een Us and You, save for where e context of the transaction:

s:

in Clause 2) and contact details

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

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

for payment, delivery and the time Goods;

cel during the "cooling off" period

of Our legal duty to supply goods ct;

-sales services and commercial

, including appropriate technical it; and

mpatibility of digital content with aware of or might reasonably be

ensure that the Goods conform to provided in Our Sales Literature people]. We cannot, however, ons and/or photographs will be hat may arise during the printing olour reproduction of electronic

rm to illustrations, photographs or ay return those Goods to Us as

typographical, clerical or other is Literature We will make every missions as soon as is reasonably omission, You have received the to Us as provided in Clause 9. If,

as a result of any s refund the excess p

5.4 We reserve the rigl that may be requir regulatory requirem

### 6. Orders

- 6.1 All Orders You plac
- 6.2 You may change Y contacting Us. [R writing.]
- 6.3 If You change Your Price.
- 6.4 You may cancel You contacting Us. If You will refund the payn that Your Order be
- 6.5 We may cancel You following circumstar
  - 6.5.1 The Goods a example, the
  - 6.5.2 An event ou period>> (pl
- 6.6 If We cancel Your (
  the Goods under C
  time period>>. If V
  writing.

### 7. Price and Payment

- 7.1 The price of the Go list>> in force at th differs from Our cur
- 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
- 7.3 We may change O Orders that We hav
- 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

You have paid too much, We will

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

ct to these Terms and Conditions.

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

ou in writing of any change to the

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

re We despatch the Goods in the

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

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

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

Our <<insert document, e.g. price If the price shown in Your Order You upon receipt of Your Order.

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

these changes will not affect any

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

### 7.5 All prices include V Order and the date must pay. Change received payment ir

- 7.6 Our prices [include] costs to the final su
- 7.7 You must pay for th You.
- 7.8 We accept the follow
  - 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
- 7.9 Credit and/or debit You.
- 7.10 If You do not make document e.g. invoi on the overdue sur per annum above the time. Interest will a the actual date of judgment. You mus
- 7.11 The provisions of contacted Us to dis such a dispute is or

### 8. Delivery

- 8.1 Please note that de OR [<<insert a mor
- 8.2 When We accept Please note that availability of Good Unless agreed othe in any case no la Contract is formed.
- 8.3 If You indicate in Yourself You may of Our business hours
- 8.4 Delivery will be de delivered to the delivered to the described someone identified You are collecting to Goods.
- 8.5 If for any reason W address. We will I

hanges between the date of Your ill adjust the rate of VAT that You ny prices where We have already

of delivery. [We will add delivery

re We can despatch the Goods to

t:

uired>>.

d until We despatch the Goods to

lue date [as shown in/on <<insert c.>>] We may charge You interest percentage between 2 and 4>>% <insert bank name>> from time to om the due date for payment until Je sum, whether before or after nen paying an overdue sum.

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

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

wide an estimated delivery date. es may vary according to the rcumstances beyond our control. delivered without undue delay and ays after the date on which the

sh to collect the Goods from Us acceptance of Your Order, during ars>>.

ace when the Goods have been ed in Your Order and You (or ical possession of the Goods or, if self, when You have collected the

ne Goods at Your chosen delivery
You that the Goods have been

returned to Our pr delivery.

- 8.6 The responsibility (s with Us until deliver will pass to You. P Goods and do not v choosing Your own they are passed to
- 8.7 You own the Goods
- 8.8 [Please note that de
  - 8.8.1 <<insert pos
  - 8.8.2 <<insert pos
  - 8.8.3 << add more
- 8.9 Please note careful
  - 8.9.1 If We refuse at an end an
  - 8.9.2 If delivery of time was es the time the the Contractundue delay
  - 8.9.3 If You have agreed time Contract as delay.
- 8.10 If any of the events
  Contract as being a
  continue to fail to de
  end and We will reir
- 8.11 If, despite the even Contract as being a Goods will be unaff delay.
- 8.12 If the Goods form a Goods, not a portion

### 9. Faulty, Damaged or Incor

- 9.1 By law, We must pl and as described a do not comply and receive them, or if Y reasonably possible for a refund, repair
- 9.2 If You request a rep
  - 9.2.1 it is not pos

You contact Us to arrange re-

the "risk") for the Goods remains in sub-Clause 8.4 at which point it at if You do not wish to collect the ed carrier to deliver them, instead loods will pass to You as soon as

payment in full for them.

eas may require more time:

ou may treat the Contract as being without undue delay.

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

in the agreed time period or at the fail to deliver, You may treat the will reimburse You without undue

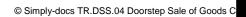
r You may, instead of treating the delivery time or time period. If We y treat the Contract as being at an le delay.

8.10, You choose not to treat the cancel Your Order or to reject the will reimburse You without undue

nay only reject or cancel all of the

satisfactory quality, fit for purpose f any Goods You have purchased ults or are damaged when You ods, please contact Us as soon as t, damage or error, and to arrange

place the Goods;



9.2.2 arranging a significant but

9.2.3 We would n within a reas

You may opt either Contract and receive to take account of delivered to You.

- 9.3 Please note that Yo
  - 9.3.1 We informed Goods before
  - 9.3.2 You have p neither obvious from Your us
  - 9.3.3 the problem or careless of

Please also note the merely because Yo [and 11] for details

- 9.4 To return Goods to person during Our return them to Us alternatively reques the Goods are read solely responsible appoint a third party with all relevant det Goods under this C
- 9.5 Repairs made unde [and in any event Replacements issureasonable time [authe original Goods] issued at Our exper reductions in price) of the event triggeri
- 9.6 All refunds issued You when the Good
- 9.7 For further informa local Citizens Advice

### 10. Cancellation of Contract

10.1 Where the Contract to a "cooling off" pe and ends 14 calend are delivered in inst You receive the fina replacement would impose a

repair or provide a replacement significant inconvenience to You

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

aim under this Clause 9 if:

mage or other problems with the

or an unsuitable purpose that is Us and the problem has resulted urpose; or

ear and tear, misuse or intentional

Goods to Us under this Clause 9 ind. Please refer to Clause[s] 10 ge Your mind.

r this Clause 9, You may do so in ert business hours>> or You may table delivery choice. [You may ods from You. Please ensure that greed time and location. We are in this case, however We may n which case We will provide You sponsible for the costs of returning e You where appropriate.

arried out within a reasonable time > of Our receipt of the Goods]. 9 will be dispatched within a <insert period>> of Our receipt of Icements will be performed and/or its (whether full or partial, including n <<insert normal refund period>>

include all delivery costs paid by sed.

a consumer, please contact Your dards Office.

### Period

mises", You have a statutory right once the Contract has been made have been delivered. If the Goods day period begins on the day that

## 10.2 If You wish to can inform Us immediat email to the postal Terms and Condition do not have to.

- 10.3 To meet the cand communication cor cancellation period
- 10.4 If You exercise the paid to Us in respec
- 10.5 We will refund mor unless You have ex any fees as a result
- 10.6 You must return Go inform Us that You costs if You return 0
- 10.7 We will issue Your
  14 calendar days at
  standard delivery ch
  delivery and gift-wra
  in value of any good
  by You.
- 10.8 [Clause 11 applies cooling off period has

he cooling off period You should (e.g. a letter sent by post, fax or email address specified in these Model Cancellation Form, but You

sufficient for You to send Your f the right to cancel before the

eceive a full refund of any amount to Clause 10.7.

thod used to make the payment, e. In any case, You will not incur

ndar days of the day on which You s. You must pay return shipment 10.

ay and, in any event no later than ned Goods. The refund will include d additional costs such as express deduction from the refund for loss the result of unnecessary handling

ontract after the 14 calendar day

### 11. [Returning Goods If You

- 11.1 If after the 14 cale expired You are not right to return them provisions of this Cl incorrect, faulty or oplease refer to Clau
- 11.2 If You wish to return <<insert time period Us why You wish to
- 11.3 If You are returning their original condition by proof of purchas
- 11.4 You may return Go business hours>> c service of Your che Goods to Us under
- 11.5 [You may request the Goods are read solely responsible for 11.]
- 11.6 We will issue refund in person or within

riod referred to in Clause 10 has purchased from Us You have the [or a replacement], subject to the does not apply to Goods that are at are incorrect, faulty or damaged

Clause 11 You must do so within r collecting them from Us), telling

er this Clause 11 they must be in opened packaging], accompanied

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

ds from You. Please ensure that greed time and location. You are cting the Goods under this Clause

lediately if You return Goods to Us
of Our receipt of the Goods if You



return Goods to Us Goods from You.1

11.7 Please note that to consumers resident are in addition to yo very service [or if We collect the

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

### 12. Complaints and Feedbac

- 12.1 We always welcom all reasonable ende Ours is a positive of any cause for comp
- 12.2 All complaints are hand procedure, ava
- 12.3 If You wish to com contact Us in one or
  - 12.3.1 [In writing, department>
  - 12.3.2 [By email, department>
  - 12.3.3 [Using Our of form;]
  - 12.3.4 [By contaction choosing op

tomers and, while We always use our experience as a customer of ant to hear from You if You have

ith Our complaints handling policy on(s)>>.

of Your dealings with Us, please

t name and/or position and/or

t name and/or position and/or s>>:**1** 

the instructions included with the

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

### 13. Events Outside of Our Co

- 13.1 We will not be liab under these Terms cause that is beyor not limited to: powe or other industrial explosion, flood, (threatened or actual preparations for wathat is beyond Our in the second of the second of
- 13.2 If any event describe affect Our perform Conditions:
  - 13.2.1 We will infor
  - 13.2.2 Our obligation limits that W
  - 13.2.3 We will infor provide deta necessary;
  - 13.2.4 If the event time period:

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 tural disaster, or any other event

occurs that is likely to adversely igations under these Terms and

onably possible;

will be suspended and any time tended accordingly;

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

continues for more than <<insert Contract and inform You of the cancellation. will be paid t

13.2.5 If an event of Contract, You sub-Clause

ou as a result of that cancellation onably possible;

ccurs and You wish to cancel the ice with Your right to cancel under

### 14. Liability

- 14.1 We will be responsuffer as a result of of Our negligence consequence of the Us when the Contra or damage that is not support to the contract of the contr
- 14.2 We will maintain insurance.
- 14.3 We only supply God representation that purposes of any kir You will not use the any loss of profit, lobusiness opportunit
- 14.4 Nothing in these Te Our liability for deat or fraudulent misren
- 14.5 Nothing in these Terights as a Consur details of Your lega Trading Standards

### 15. How We Use Your Persor

We will only use Your pers Privacy Notice>> available

### 16. Other Important Terms

- 16.1 We may transfer (a third party (this ma occurs We will infor affected and Our ok party who will remains.)
- 16.2 [You may transfe (guarantee) in in Claafter You have com
- 16.3 You may not transf Terms and Conditi express written per

e loss or damage that You may rms and Conditions or as a result foreseeable if it is an obvious r if it is contemplated by You and vill not be responsible for any loss

surance including public liability

rate use. We make no warranty or ommercial, business or industrial placing an Order, You agree that es. We will not be liable to You for tion to business or for any loss of

ntended to or will limit or exclude sed by Our negligence or for fraud

ntended to or will limit Your legal r protection legislation. For more ur local Citizens Advice Bureau or

### otection)

Our <<insert document name, e.g.

nd rights under the Contract to a if We sell Our business). If this ghts under the Contract will not be ract will be transferred to the third

of the extended return period no purchases the Goods from You ods from Us.]

obligations and rights under these ntract, as applicable) without Our not to be unreasonably withheld).

## 16.4 The Contract is bet person or third party enforce any provision any purchaser to transferred under the

- 16.5 If any provision of t competent authority validity of the other and the remainder of
- 16.6 No failure or delay means that We or Y breach of any provi subsequent breach

### 17. [Alternative Dispute Reso

- 17.1 Alternative dispute between a consume
- 17.2 Our ADR provider with how We have name of ADR provided to the control of the
- 17.3 Complaints can be website at <<insert
- 17.4 [<<insert name of A and you may still outcome of the ADF

### 18. Law and Jurisdiction

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

not intended to benefit any other n person or party will be entitled to is subject to sub-Clause 16.2 and urn period (guarantee) has been itled to benefit from it.]

ms and Conditions is held by any orceable in whole or in part the ct or these Terms and Conditions n will not be affected.

ing any rights under the Contract t, and no waiver by Us or You of a ans that We or You will waive any provision.

ers to ways of resolving disputes ing to court.

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

ame of ADR provider>> via their

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

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

handatory provisions of the law in Clause 18.1 above takes away or those provisions.

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

# S

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

MOD

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

Description of goods: << >>.

Ordered/Received (delete as appr

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

ddress and, where available, fax

re (delete as appropriate) cancel pllowing goods.

