

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 meanings:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the 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 defined by the Consumer Rights Act 2015 who enters into these Terms and Conditions as 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”

any goods which We will supply;

“Model Cancellation Form”

the Model Cancellation form attached as Appendix 1;

“Order”

any order for the purchase and delivery of Goods;

“Sales Literature”

any brochures, catalogues, leaflets, price lists or other documents providing details of Goods and their prices and other information; and

“We/Us/Our”

includes all employees, agents and representatives of the Trader;

“Variable Priced Goods”

any Goods the price of which is dependent upon fluctuations in financial markets which We cannot control;

“You/Your”

refers to a customer of the Trader.

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

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1.3 Each reference to “the Act” in these Terms and Conditions is a reference to that

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- statute or provision ... ed at the relevant time.
- 1.4 Each reference to “... ons” is a reference to these Terms and Conditions.
- 1.5 Each reference to a ... e to a schedule these Terms and Conditions.
- 1.6 The headings used ... nditions are for convenience only and do not affect the ... Terms and Conditions.
- 1.7 Words signifying the ... lude the plural and vice versa.
- 1.8 References to any g ... her gender.
- 1.9 References to pe ... text otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a <<insert ... e trader, partnership, LLP, private limited company etc
- 2.2 [We trade under th ... g name if different from company name>>.]
- 2.3 [We are registered ... tion>> under number <<Company Registration Numbe
- 2.4 [Our registered offic ... ce>>.]
- 2.5 [Our main trading a ... ss if different from registered office or if no registered o
- 2.6 [Our VAT number is]
- 2.7 [We are regulated b ... lator(s)>>.]
- 2.8 [We are a member ... ociation(s) etc.>>.]
- 2.9 [<<Insert further inf

3. Communication and Con

- 3.1 If You wish to conta ... omplaints, You may contact Us by telephone at <<inse ... at <<insert email address>>.
- 3.2 In certain circumsta ... Us in writing (as stated in various Clauses throughout ... ditions). When contacting Us in writing You may use ... address>>; or
 - 3.2.1 contact Us b ... address>>; or
 - 3.2.2 contact Us ... insert company name>>, <<insert address>>.

4. The Contract

- 4.1 These Terms and C ... e of Goods by Us and will form the basis of the Contract ... Before making Your Order, please ensure that You ha ... d Conditions carefully. If You are

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unsure about any clarification.

and Conditions, please ask Us for

4.2 Nothing provided constitutes a contract or a contractual offer to

not limited to Sales Literature, acceptance. Your Order constitutes an offer, and Your acceptance, accept.

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 1)

(set out in Clause 2) and contact details

4.4.3 The total price of the Goods is such that the Goods is such that the manner in which the price is calculated

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

4.4.4 Where applicable, any delivery charges and the manner in which they will be calculated

delivery charges or, where such charges are applicable, the manner in which they will be calculated

4.4.5 Where applicable, the time for payment, delivery and the time by which We will deliver the Goods;

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

4.4.6 Our complaint handling procedure

4.4.7 Information on our right of withdrawal (set out in Clause 6)

cancel during the "cooling off" period

4.4.8 We will ensure that the Goods are in conformity with the applicable laws that are in force in the country of destination

of Our legal duty to supply goods in conformity with the applicable laws that are in force in the country of destination;

4.4.9 Where applicable, any guarantees;

sales services and commercial

4.4.10 Where applicable, any technical protection measures;

, including appropriate technical protection measures; 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 illustrations, photographs and descriptions provided in Our Sales Literature [and descriptions provided to you by Us or other people]. We cannot, however, guarantee that all illustrations, photographs and/or descriptions will be precisely accurate [and that all illustrations, photographs and/or descriptions will be precisely accurate in the printing process] AND/OR that the colour reproduction of electronic displays will be accurate.

ensure that the Goods conform to the illustrations, photographs and descriptions provided in Our Sales Literature [and descriptions provided to you by Us or other people]. We cannot, however, guarantee that all illustrations, photographs and/or descriptions will be precisely accurate [and that all illustrations, photographs and/or descriptions will be precisely accurate in the printing process] AND/OR that the colour reproduction of electronic displays will be accurate.

5.2 If You receive any Goods that do not conform to the illustrations, photographs or descriptions under this clause, You may return those Goods to Us as set out in Clause 7.

conform to illustrations, photographs or descriptions under this clause, You may return those Goods to Us as set out in Clause 7.

5.3 If We find, or are notified, of any typographical, clerical or other errors in Our Sales Literature We will make every effort to correct them.

typographical, clerical or other errors in Our Sales Literature We will make every effort to correct them.

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reasonable effort to correct the omission as soon as is reasonably possible. If, as a result of any such omission, You have received the wrong Goods, You must return them to Us as provided in Clause 9. If, as a result of any such omission, You have paid too much, We will refund the excess payment to You.

missions as soon as is reasonably possible. If, as a result of any such omission, You have received the wrong Goods, You must return them to Us as provided in Clause 9. If, as a result of any such omission, You have paid too much, We will refund the excess payment to You.

5.4 We reserve the right to vary the specification of the Goods that may be required to comply with applicable safety or other legal or regulatory requirements.

in the specification of the Goods that may be required to comply with applicable safety or other legal or regulatory requirements.

6. Orders

6.1 All Orders You place with Us are subject to these Terms and Conditions.

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6.2 You may change Your Order before We despatch the Goods by contacting Us. [Requests for changes do not need to be made in writing.]

before We despatch the Goods by contacting Us. [Requests for changes do not need to be made in writing.]

6.3 If You change Your Order, You must notify Us in writing of any change to the Price.

You must notify Us in writing of any change to the Price.

6.4 You may cancel Your Order by contacting Us. If You cancel Your Order before We despatch the Goods, We will refund the payment to You. If You cancel Your Order after We despatch the Goods, We will refund the payment to You within <<insert time period>>. [If You request a refund, You must confirm this cancellation in writing.]

before We despatch the Goods by contacting Us. If You cancel Your Order before We despatch the Goods, We will refund the payment to You. If You cancel Your Order after We despatch the Goods, We will refund the payment to You within <<insert time period>>. [If You request a refund, You must confirm this cancellation in writing.]

6.5 We may cancel Your Order in the following circumstances:

before We despatch the Goods in the following circumstances:

6.5.1 The Goods are unavailable (for example, the supplier has run out of stock); or

and We are unable to re-stock (if, for example, the supplier has run out of stock); or

6.5.2 An event outside of Our control (for example, a fire or flood) continues for more than <<insert time period>> (please see Clause 1.1).

continues for more than <<insert time period>> (please see Clause 1.1). Events outside of Our control (for example, a fire or flood) continues for more than <<insert time period>> (please see Clause 1.1).

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 under Clause 6.5 and You have already paid for the Goods under Clause 6.5 and You have already paid for the Goods under Clause 6.5, We will confirm the cancellation in writing.

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7. Price and Payment

7.1 The price of the Goods shown in Our <<insert document, e.g. price list>> in force at the time You place Your Order. If the price shown in Your Order differs from Our current price, we will refund the difference to You upon receipt of Your Order.

Our <<insert document, e.g. price list>> in force at the time You place Your Order. If the price shown in Your Order differs from Our current price, we will refund the difference to You upon receipt of Your Order.

7.2 If We quote a special price, the special price will be valid for <<insert period>> from the time Your Order is placed. If the special price is part of an advertised special offer, the special price will be valid for <<insert period>> from the time Your Order is placed. We do not accept the Order until after the period has expired.

from the time Your Order is placed. If the special price is part of an advertised special offer, the special price will be valid for <<insert period>> from the time Your Order is placed. We do not accept the Order until after the period has expired.

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

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

7.4 We have made every effort to ensure that our prices, as shown in Our current <<insert document, e.g. price list>> are correct. Prices will be checked when We receive Your Order to ensure that the actual price of the Goods is

ensure that our prices, as shown in Our current <<insert document, e.g. price list>> are correct. Prices will be checked when We receive Your Order to ensure that the actual price of the Goods is

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lower than that stated in the actual price of the Goods. We will ask You how You wish to proceed.

We will charge You the lower price. If the price is lower than that stated in Your Order, We will

7.5 All prices include VAT. We will adjust the rate of VAT that You must pay. Changes in VAT rates received payment in full.

changes between the date of Your Order and the date of payment. We will adjust the rate of VAT that You must pay. Changes in VAT rates received payment in full.

7.6 Our prices [include] [do not include] delivery costs to the final destination.

of delivery. [We will add delivery costs to the final destination.]

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

before We can despatch the Goods to You.

7.8 We accept the following payment methods:

at:

7.8.1 <<insert type of payment method>>

7.8.2 <<insert type of payment method>>

7.8.3 <<insert type of payment method>>

7.8.4 <<insert type of payment method>>

7.8.5 <<add more payment methods if required>>.

required>>.

7.9 Credit and/or debit card payments are accepted. We will debit Your card until We despatch the Goods to You.

and until We despatch the Goods to You.

7.10 If You do not make payment by the due date [as shown in/on <<insert invoice reference>>] 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 or until judgment. You must pay the overdue sum, whether before or after judgment.

due date [as shown in/on <<insert invoice reference>>] 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 or until judgment. You must pay the overdue sum, whether before or after judgment.

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

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8. Delivery

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

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 delivery 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>> days after the date on which the Contract is formed.

provide an estimated delivery date. Please note that delivery 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>> days after the date on which the Contract is formed.

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.

wish to collect the Goods from Us Yourself You may do so during Our business hours.

8.4 Delivery will be deemed to have taken place when the Goods have been delivered to the carrier or to someone identified in Your Order and You (or someone acting on Your behalf) are in physical possession of the Goods or, if You are collecting the Goods Yourself, when You have collected the

place when the Goods have been delivered to the carrier or to someone identified in Your Order and You (or someone acting on Your behalf) are in physical possession of the Goods or, if You are collecting the Goods Yourself, when You have collected the

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9.2 If You request a repair or replacement of the Goods, We will, at Our discretion, repair or replace the Goods;

9.2.1 it is not possible to repair the Goods;

9.2.2 arranging a replacement would impose a significant burden on You;

9.2.3 We would not be able to repair or provide a replacement within a reasonable time or 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 only claim under this Clause 9 if:

9.3.1 We informed You of the defect, damage or other problems with the Goods before You received the Goods;

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 returned the Goods to Us under this Clause 9. Please refer to Clause[s] 10 [and 11] for details.

9.4 To return Goods to Us under this Clause 9, You may do so in person during Our normal business hours>> or You may return them to Us at a suitable delivery choice. [You may alternatively request that We collect the Goods from You. Please ensure that the Goods are ready for collection at the agreed time and location. We are not responsible for damage to the Goods in this case, however We may appoint a third party to collect the Goods in which case We will provide You with all relevant details. We are responsible for the costs of returning the Goods under this Clause 9 to Us where appropriate.

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>] <insert period> of Our receipt of the original Goods]. Repairs or replacements issued at Our expense will be at a reduced price (including reductions in price) and will be issued within <<insert normal refund period>> of the event triggering the claim.

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

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

10. Cancellation of Contract

10.1 Where the Contract is made on the basis of "cooling off" period, 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

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11.6 We will issue refund in person or within return Goods to Us Goods from You.]

mediately if You return Goods to Us of Our receipt of the Goods if You every service [or if We collect the

11.7 Please note that consumers resident are in addition to you

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

12. Complaints and Feedback

12.1 We always welcome all reasonable endeavours Ours is a positive 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 handled and procedure, available

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

12.3 If You wish to contact Us in one of

of Your dealings with Us, please

12.3.1 [In writing, department>

name and/or position and/or

12.3.2 [By email, department>

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

12.3.3 [Using Our contact form;]

g the instructions included with the

12.3.4 [By contacting choosing option

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

13. Events Outside of Our Control

13.1 We will not be liable under these Terms of Sale cause that is beyond our control not limited to: power or other industrial explosion, flood, (threatened or actual preparations for war that is beyond Our control

may in performing Our obligations the failure or delay results from any ol. Such causes include, but are not limited to: provider failure, strikes, lock-outs riots and other civil unrest, fire, subsidence, acts of terrorism, undeclared, threatened, actual or natural disaster, or any other event

13.2 If any event described above affects Our performance under these Conditions:

3 occurs that is likely to adversely affect Our obligations under these Terms and

13.2.1 We will inform You as soon as reasonably possible;

asonably possible;

13.2.2 Our obligations will be suspended and any time limits that We intend to be extended accordingly;

will be suspended and any time intended accordingly;

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13.2.3 We will inform You if the Goods are not available and provide details of alternative Goods if necessary;

outside of Our control is over and above the dates or availability of Goods as stated in the Contract;

13.2.4 If the event of non-availability continues for more than <<insert number of days>> days from the date of the Contract and inform You of the cancellation. You will be paid the amount of the Contract, if possible, as soon as reasonably possible;

continues for more than <<insert number of days>> days from the date of the Contract and inform You of the cancellation. You will be paid the amount of the Contract, if possible, as soon as reasonably possible;

13.2.5 If an event of non-availability occurs and You wish to cancel the Contract, You will be paid the amount of the Contract, if possible, as soon as reasonably possible with Your right to cancel under sub-Clause 13.2.4.

occurs and You wish to cancel the Contract, You will be paid the amount of the Contract, if possible, as soon as reasonably possible with Your right to cancel under sub-Clause 13.2.4.

14. Liability

14.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence or the negligence of Our employees, agents or subcontractors if it is an obvious consequence of the negligence or if it is contemplated by You and Us when the Contract is made. We will not be responsible for any loss or damage that is not caused by Our negligence or the negligence of Our employees, agents or subcontractors.

We will be responsible for any loss or damage that You may suffer as a result of Our negligence or the negligence of Our employees, agents or subcontractors if it is an obvious consequence of the negligence or if it is contemplated by You and Us when the Contract is made. We will not be responsible for any loss or damage that is not caused by Our negligence or the negligence of Our employees, agents or subcontractors.

14.2 We will maintain adequate insurance, including public liability insurance.

We will maintain adequate insurance, including public liability insurance.

14.3 We only supply Goods for private use. We make no warranty or representation that the Goods are suitable for commercial, business or industrial purposes of any kind. When You place an Order, You agree that You will not use the Goods for commercial, business or industrial purposes. We will not be liable to You for any loss of profit, loss of business or loss of business opportunity.

We only supply Goods for private use. We make no warranty or representation that the Goods are suitable for commercial, business or industrial purposes of any kind. When You place an Order, You agree that You will not use the Goods for commercial, business or industrial purposes. We will not be liable to You for any loss of profit, loss of business or loss of business opportunity.

14.4 Nothing in these Terms and Conditions is 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 and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

14.5 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under the Consumer Rights Act 2015 or other consumer protection legislation. For more details of Your legal rights, contact Your local Citizens Advice Bureau or the Trading Standards Office.

Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under the Consumer Rights Act 2015 or other consumer protection legislation. For more details of Your legal rights, contact Your local Citizens Advice Bureau or the Trading Standards Office.

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

We will only use Your personal information in accordance with Our Privacy Notice (<<insert document name, e.g. Privacy Notice>> available at <<insert URL>>).

We will only use Your personal information in accordance with Our Privacy Notice (<<insert document name, e.g. Privacy Notice>> available at <<insert URL>>).

16. Other Important Terms

16.1 We may transfer (assign) all or part of Our rights and obligations under the Contract to a third party (this may include if We sell Our business). If this occurs We will inform You in writing. Your rights under the Contract will not be affected and Our obligations under the Contract will be transferred to the third party who will remain responsible for fulfilling them.

We may transfer (assign) all or part of Our rights and obligations under the Contract to a third party (this may include if We sell Our business). If this occurs We will inform You in writing. Your rights under the Contract will not be affected and Our obligations under the Contract will be transferred to the third party who will remain responsible for fulfilling them.

16.2 [You may transfer (assign) all or part of Our rights and obligations under the Contract to a third party (this may include if We sell Our business). If this occurs We will inform You in writing. Your rights under the Contract will not be affected and Our obligations under the Contract will be transferred to the third party who will remain responsible for fulfilling them.]

[You may transfer (assign) all or part of Our rights and obligations under the Contract to a third party (this may include if We sell Our business). If this occurs We will inform You in writing. Your rights under the Contract will not be affected and Our obligations under the Contract will be transferred to the third party who will remain responsible for fulfilling them.]

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after You have completed the purchase of the Goods from Us.]

16.3 You may not transfer your obligations and rights under these Terms and Conditions (including this Contract, as applicable) without Our express written permission (which may not to be unreasonably withheld).

16.4 The Contract is between Us and you and is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of these Terms and Conditions (including this Contract) if it is subject to sub-Clause 16.2 and any purchaser to whom the Goods have been returned (guarantee) has been transferred under these Terms and Conditions (including this Contract) is not 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 validity 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 performance by Us 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 subsequent breach of any 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.

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>>.

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

17.4 [<<insert name of ADR provider>>] will 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].

18.2 As a consumer, you may be entitled to the mandatory provisions of the law in your country of residence. 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 you are a consumer or not) shall be subject to the jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, as determined by your residency.

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

and, where available, fax number

I/We (delete as appropriate) hereby
my/our (delete as appropriate) contract

(delete as appropriate) cancel
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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