

1. Application of these Terms and Conditions

1.1 We are quoting on the assumption that You are a "Consumer" as defined in Clause 3 below.
 1.2 You may only accept the quotation if you are a "Consumer". If you are not a "Consumer", the quotation will not be valid. In that case, please let Us know as soon as possible so that we can provide a quotation for You as a non-Consumer".
 1.3 These Terms and Conditions apply to the purchase, as a consumer, of the Goods from a person named in the quotation ("You") of the goods detailed in the quotation ("Goods") from <<insert business / trading name>> [a company registered in <<insert country of registration>> under number <<insert company registration number>> whose registered office is at] OR [of <<insert company name>>] ("Us/We/Our"). No other terms and conditions will apply unless We specify otherwise in writing that they will apply.

2. Information

2.1 We are required by the Regulations (as defined in Clause 3) to provide certain information to You as a consumer. We make our contract with You (i.e. before You accept the quotation) where that information is already apparent from the context of the quotation or We have either included the information itself either in the quotation or in the Terms and Conditions for You to see now, or We will ensure that the information is available to You before You accept the quotation.
 2.2 All of that required information and any other information We provide in the quotation or in the Terms and Conditions for You to see now, or We will ensure that the information is available to You before You accept the quotation, be part of the terms of Our contract with You as a consumer.

3. Interpretation

3.1 A "Consumer" means a consumer as defined in the Consumer Rights Act 2015, i.e. an individual who agrees to purchase and receives the Goods for personal use and for purposes wholly or mainly outside the business.
 3.2 A "Business" means any business, trade, craft, or profession carried on by You or any other person/organisation.
 3.3 The "Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
 3.4 A "business day" means any day other than a Saturday, Sunday or public holiday.
 3.5 The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
 3.6 Words signifying the singular will include the plural and vice-versa.

4. Cancellation under the Regulations

4.1 If the contract We make with You is not made on or before the date of the Regulations give You the right to cancel the contract for the Goods. You will have that right in addition to the rights You have under the Regulations.
 4.2 The right to cancel given by the Regulations is a right to cancel the contract without reason, until the end of the 14 days period from when You take possession of the Goods, but that period will be extended by the Regulations in certain circumstances set out in the Regulations.
 4.3 If You cancel under the Regulations, You must confirm this to Us in writing, convenient to You, and if You have already made any payment for the Goods or their delivery, We will refund the payment(s) to You as required by the Regulations.

5. Goods

5.1 The description of the Goods is set out in Our <<insert description of Goods brochure>> and confirmed in the quotation.
 5.2 All of the following information will, as required by the Regulations, be provided to You in the terms of Our contract with You as a Consumer:
 5.2.1 the information that the Regulations require Us to give to You in writing;
 5.2.2 any other information We give you about the Goods or their delivery, into account when deciding to accept the quotation or when making a decision about the Goods (i.e. the information set out in the quotation or document e.g. brochure>> as well as any other information We provide to You.
 5.3 Any change to any such information shall only be effective if We notify You in writing.

6. Price

6.1 The price ("Price") of the Goods shall be as set out in Our <<insert price list>> current at the date of Your enquiry or such other document as You may agree in writing. The Price is confirmed in the quotation.
 6.2 If the cost of the Goods to Us increases due to any factor beyond our control, including, but not limited to, material costs, labour costs, alterations, or changes to delivery rates, We reserve the right to increase the Price shown in <<insert document e.g. price list>> in which case we will clearly state in the quotation what the revised Price is and that it is a revised Price shown in <<insert document e.g. price list>>. That increase in Price will only be effective if You agree it by accepting the quotation while the quotation is valid (see Clause 7 for validity).
 6.3 The Price is [inclusive] OR [exclusive] of fees for packaging and delivery.
 6.4 The Price is inclusive of any applicable VAT and other taxes or charges imposed or charged by any competent authority.

Formation of contract

1.1 Your order or other communication from You will not be a contractual offer for the Goods.
 1.2 Your order or other communication from You will not be an acceptance by Us of any such enquiry, order or other communication from You.
 1.3 This is Our contractual offer to sell the Goods to You which You may accept by accepting the quotation as follows:
 1.4 Your acceptance of the quotation will be Your confirmation that You are a consumer and You may not accept the quotation if You are not a Consumer.
 1.5 Your acceptance of the quotation (by communicating with Us in writing) while the quotation is valid (see sub-Clause 7.6 for validity) there will then be a legally binding contract between You and Us for purchase of the Goods on these Terms and Conditions.

2.1 The quotation is valid for a period of <<insert period e.g. 30 days>> only from the date of the quotation unless We expressly withdraw the quotation before the end of that period in which case it will no longer be valid from the time We withdraw it. We cannot withdraw the quotation if You accepted it when it was still valid.

2.2 You may draw any enquiry or order at any time before You accept the valid quotation.

3.1 On Your acceptance of the quotation, We shall invoice You for the Price of the Goods within <<insert period>> of the date of Our invoice or <<insert period>> time after delivery of the Goods; or

3.2 If You have agreed that You are to collect the Goods, but You fail to do so, although We have notified You that they are ready for collection and You are permitted by Clause 9; or
 3.3 If We are to deliver the Goods and We tender delivery of the Goods within the time permitted by Clause 9 and You fail to accept delivery of the Goods or if the case of "a" or "b" there are no circumstances entitling You to fail to accept delivery of the Goods or to cancel under the Regulations, the Consumer Rights Act 2015, or any other consumer legislation.
 3.4 The Price within <<insert period>> of the date of Our invoice or order in accordance with any credit terms agreed between Us and You.
 3.5 The time for payment where We have properly invoiced You in accordance with Clause 3.4 even if delivery has not taken place and / or even though the Goods does not pass to You until You have made full payment as set out in Clause 3.2.
 3.6 We will issue a receipt for payment if You request it.
 3.7 Payment must be made in <<insert currency>> unless otherwise agreed in writing between Us and You.

4.1 We will arrange for the delivery of the Goods on the delivery date detailed in the quotation as soon after that date as We are reasonably able. In any event, we will ensure that We deliver the Goods (or notify You of their readiness for collection to collect the Goods) within no more than 30 days after the end of the quotation.

4.2 We will deliver to the address specified in Your enquiry or to another location specified in writing between Us and You.
 4.3 If the delivery address is specified by You, You shall collect the Goods from Our premises <<insert address>> time after We have notified You that the Goods are ready for collection.

4.4 If You require specific terms of any special delivery service, delivery may take place at a different time of the day and must be accepted at any time of the day.

Ownership

1.1 All ownership, title and risk of loss of the Goods shall pass to You either when We deliver the Goods to You or when You or Your nominated carrier collects the Goods.
 1.2 Beneficial ownership in the Goods will not pass to You until We receive full cash or cleared funds, payment in full of the Price.
 1.3 We reserve the right to repossess any Goods in which We retain legal ownership if we do not receive full payment in accordance with Clause 3.2.

Consumer Rights

1.1 We are not responsible for any foreseeable 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 or damage is foreseeable if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when Our contract with You is made. We will not be responsible for any loss or damage that is not reasonably foreseeable.

2.1 We sell the Goods to You only for Your personal and private use. We do not make any warranty or representation that products, or other information that We provide to You are fit for commercial, business, professional or professional purposes of any kind (including resale). We do not sell to You for any loss of profit, loss of business, interruption to business or loss of business opportunity.

2.2 These Terms and Conditions is intended to or will exclude or limit liability for personal injury caused by Our negligence (including that of our agents or sub-contractors) or for fraud or fraudulent misrepresentation.

2.3 If you are a Consumer as defined by the Consumer Rights Act 2015, these Terms and Conditions is intended to or will exclude, limit,



prejudice, or otherwise affect any of Our duties or obligations to You or remedies, or Our liability to You under the Consumer Rights Regulations, the Consumer Protection Act 1987, or any other consumer legislation, as that legislation is amended from time to time. This limitation, Your rights and remedies under all such legislation for term of the contract (whether the terms is part of these Terms and a term implied by any such legislation) and for any non-conformity with the contract. For more details of Your legal rights please contact Citizens Advice Bureau or Trading Standards Office.

12. Data Protection

All personal information that We may use will be collected, processed in accordance with the provisions of EU Regulation 2016/679 (the General Data Protection Regulation (“GDPR”)) and Your rights under the GDPR. For details of Our collection, processing, storage, and retention of personal information, including, but not limited to, the purpose(s) for which personal information is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our privacy policy available from <<insert location>>

13. Communications

13.1 All notices under these Terms and Conditions shall be in writing, by, or on behalf of, the party giving notice (or a duly authorised representative of that party).

13.2 Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger during normal business hours of the recipient;
- (b) when sent, if transmitted by email and a successful transmission return receipt is generated; or
- (c) on the fifth business day following mailing, if mailed by national first class post.

13.3 All notices under these Terms and Conditions shall be addressed to the recent address, email address notified to the other party.

14. Force Majeure

Neither We nor You (“first party”) will be liable to the other for any failure to perform any obligations under the contract where the failure or delay is caused by a cause beyond the first party’s reasonable control (“Force Majeure”). The failure or delay will not be a failure or delay contrary to the Terms and Conditions or other terms of the contract.

15. No Waiver

No failure or delay by Us or You in exercising any rights under the Terms and Conditions means that We or You have waived that right, and no failure or delay by You of a breach of any provision of these Terms and Conditions means that You will waive any subsequent breach of the same or any other provisions of the Terms and Conditions.

16. Severance

If any provision of these Terms and Conditions is held by any court to be invalid or unenforceable in whole or in part the validity of the remaining provisions of these Terms and Conditions and the remainder of the provisions shall not be affected.

17. Complaints

Whilst We use all reasonable endeavours to ensure that You are satisfied with Our Goods and Your dealings with Us, We want to hear from You if you have a complaint about the Goods or any other complaint about Us or Our services. Please raise any complaint with <<insert name of person to contact>> at Our premises [or << by phone or email or post>>].

18. Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between Us (whether contractual or otherwise) shall be governed by the law of [England & Wales] [Northern Ireland].

18.2 As a consumer, you will benefit from any mandatory provisions of the law of your country of residence. Nothing in Sub-Clause 18.1 above reduces your rights as a consumer to rely on those provisions.

18.3 Any dispute, controversy, proceedings or claim between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

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