

TERMS OF SALE

BACKGROUND:

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

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

1. Definitions and Interpretation

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

"Business"

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

"Commercial Unit"

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

"Consumer"

as defined by the Consumer Rights Act 2015 in relation to these Terms and Conditions; a natural person who is a customer of the Trader who purchases goods for their personal use and for purposes other than the purposes of any Business;

"Contract"

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

"Goods"

the Goods which will supply;

"Model Cancellation Form"

the Model Cancellation form attached as Appendix 1;

"Order"

an order for the purchase and supply of Goods;

"Sales Literature"

includes brochures, catalogues, leaflets, price lists and other documents providing details of Goods and services for sale; and

"We/Us/Our"

includes all employees, agents and representatives of the Trader;

"You/Your"

refers to a customer of the Trader.

1.2 Each reference in these Terms and Conditions to "writing" includes any expression, including electronic message,] fax or other means of communication;

includes any expression, including electronic message,] fax or other means of communication whether sent by e-mail, [text message, etc.;

1.3 Each reference to "the relevant statute" is a reference to that statute or provision in force at the relevant time.

of a statute is a reference to that statute or provision in force at the relevant time.

1.4 Each reference to "these Terms and Conditions" is a reference to these Terms and Conditions.

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

- 1.5 Each reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of the Terms and Conditions.
- 1.7 Words signifying the singular include the plural and vice versa.
- 1.8 References to any gender include the other gender.
- 1.9 References to persons include corporations, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a <<insert company type>> trader, partnership, LLP, private limited company etc.
- 2.2 [We trade under the name <<insert company name if different from company name>>].]
- 2.3 [We are registered in the <<insert country>> under number <<Company Registration Number>>].]
- 2.4 [Our registered office is <<insert address>>].]
- 2.5 [Our main trading address is <<insert address>> or if no registered office <<insert address>>].]
- 2.6 [Our VAT number is <<insert VAT number>>].]
- 2.7 [We are regulated by <<insert regulator(s)>>].]
- 2.8 [We are a member of <<insert association(s) etc.>>].]
- 2.9 [<<Insert further information>>].]

3. Communication and Complaints

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

4. The Contract

- 4.1 These Terms and Conditions form part of the Contract between Us and You for the supply of Goods by Us and will form the basis of the Contract. Before making Your Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 4.2 Nothing provided in these Terms and Conditions shall be limited to Sales Literature,

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constitutes a contract and a contractual offer to You.

acceptance. Your Order constitutes an acceptance, and by placing the Order, You accept.

4.3 A legally binding contract between Us and You will be created upon our receipt of Your Order.

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

4.4.1 The main characteristics of the Goods;

4.4.2 Our identity (set out in Clause 2);

the information given to You in Clause 2) and contact details

4.4.3 The total price of the Goods is summarised in the manner in which it is given to You;

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

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

4.4.5 Where applicable, the manner 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 policy;

4.4.7 Information about the Goods (set out in Clause 2);

cancel during the “cooling off” period

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

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

4.4.9 Where applicable, any guarantees; and

after-sales services and commercial guarantees;

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; aware of or might reasonably be expected to be aware of or might reasonably be

5. Description and Specifications

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

5.2 If You receive any Goods that do not conform to the descriptions, illustrations, photographs or descriptions provided in Clause 5.1, You may return those Goods to Us as provided in Clause 9.

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

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as a result of any s
refund the excess p

You have paid too much, We will

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

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

6. Orders

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

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

ore We despatch the Goods in the

d We are unable to re-stock (if, for
); 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
We will confirm the cancellation in

7. Price and Payment

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

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

ent from the price shown in Our
current price list, the special price will be valid for
the period shown in the advertisement. If the Order is part of an advertised special offer,
the special price will be valid for the period shown in the advertisement. Orders placed during this period
will be accepted at the special price. We do not accept the Order until the special price is no longer valid.

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

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- | Delivery | |
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| 8.1 | Please note that delivery will be made as soon as possible within [the United Kingdom] OR [<insert a more specific location>]. |
| 8.2 | When We accept Your Order, We will provide an estimated delivery date. Please note that these dates may vary according to the availability of Goods and the circumstances beyond our control. Unless agreed otherwise, Goods will be delivered without undue delay and in any case no later than [number] 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 at any time during Our business hours after the acceptance of Your Order, during [number] hours>>. |
| 8.4 | Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address specified in Your Order and You (or someone identified by You) have taken physical possession of the Goods or, if You are collecting the Goods Yourself, when You have collected the Goods. |
| 8.5 | If for any reason We cannot deliver the Goods at Your chosen delivery address, We will inform You that the Goods have been |

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- 9. Faulty, Damaged or Incomplete**

- © Simply-docs BS.DSS.01D General Doorstep Sale of

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9.2.2 arranging a replacement would impose a significant burden on You

9.2.3 We would not repair or provide a replacement if the problem is a significant inconvenience to You

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

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

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

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

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

Please also note that You may not return Goods to Us under this Clause 9 merely because You do not like them. Please refer to Clause[s] 10 [and 11] for details.

9.4 To return Goods to Us, You must bring them to a person during Our normal business hours>> or You may alternatively request that We arrange 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 the costs of returning the Goods to Us in this case, however We may be responsible for the costs of returning the Goods to You 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 [and in any event within <insert period>> of Our receipt of the Goods]. Repairs will be performed and/or replacements will be performed and/or issued at Our expense (including any reductions in price) 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.

9.7 For further information, if You are a consumer, please contact Your local Citizens Advice Bureau or the Consumer Standards Office.

10. Cancellation of Contract and Right of Withdrawal Period

10.1 Where the Contract is made "at distance" (i.e. "distance selling"), You have a statutory right to cancel the Contract within a "cooling off" period of 14 calendar days after the Goods have been delivered. If the Goods have not been delivered, the 14 day period begins on the day that You receive the final invoice.

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10.2 If You wish to cancel Your order, You should inform Us immediately (e.g. a letter sent by post, fax or email to the postal address or email address specified in these Terms and Conditions) within the cooling off period. You do not have to.

the cooling off period You should inform Us immediately (e.g. a letter sent by post, fax or email to the postal address or email address specified in these Terms and Conditions) within the cooling off period. You do not have to.

10.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the cancellation period.

it is sufficient for You to send Your communication concerning the cancellation period.

10.4 If You exercise the right to cancel, You will receive a full refund of any amount paid to Us in respect of the Goods.

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

10.5 We will refund money in the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of cancelling.

We will refund money in the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of cancelling.

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

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

10.7 We will issue Your refund within 14 calendar days after we have received the Goods. The refund will include the price paid for the Goods, plus any additional costs such as express delivery and gift-wrap, less any deduction from the refund for loss in value of any goods returned as a result of unnecessary handling by You.

We will issue Your refund within 14 calendar days after we have received the Goods. The refund will include the price paid for the Goods, plus any additional costs such as express delivery and gift-wrap, less any deduction from the refund for loss in value of any goods returned as a result of unnecessary handling by You.

10.8 [Clause 11 applies to the cooling off period here.]

[Clause 11 applies to the cooling off period here.]

11. [Returning Goods If You Change Your Mind]

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11.1 If after the 14 calendar day cooling off period has expired You are not satisfied with the Goods, You have the right to return them to Us, subject to the provisions of this Clause. This Clause does not apply to Goods that are incorrect, faulty or damaged. Please refer to Clause 10 for more details.

If after the 14 calendar day cooling off period referred to in Clause 10 has expired You are not satisfied with the Goods purchased from Us You have the right to return them to Us, subject to the provisions of this Clause. This Clause does not apply to Goods that are incorrect, faulty or damaged. Please refer to Clause 10 for more details.

11.2 If You wish to return Goods to Us, please contact Us within the time period specified in Clause 11. You must do so within the time period specified in Clause 11 (or collecting them from Us), telling Us why You wish to return them.

If You wish to return Goods to Us, please contact Us within the time period specified in Clause 11. You must do so within the time period specified in Clause 11 (or collecting them from Us), telling Us why You wish to return them.

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

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

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

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

11.5 [You may request that the Goods are returned to you, if you are solely responsible for the return under Clause 11.]

We will issue Your refund immediately if You return Goods to Us within the time period specified in Clause 11. You must do so within the time period specified in Clause 11 (or collecting them from Us), telling Us why You wish to return them.

11.6 We will issue refund immediately if You return Goods to Us within the time period specified in Clause 11. You must do so within the time period specified in Clause 11 (or collecting them from Us), telling Us why You wish to return them.

We will issue refund immediately if You return Goods to Us within the time period specified in Clause 11. You must do so within the time period specified in Clause 11 (or collecting them from Us), telling Us why You wish to return them.

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- return Goods to Us [or if We collect the Goods from You.]
- 11.7 Please note that the [insert period (guarantee)] period (guarantee) applies only to consumers resident in [insert country]. The provisions of this Clause 11 are in addition to your [insert rights] rights of them.]
- 12. Complaints and Feedback**
- 12.1 We always welcome your feedback from our customers and, while We always use all reasonable endeavours to improve Our service, Your experience as a customer of [insert company name] is a positive one. We want to hear from You if You have any cause for complaint.
- 12.2 All complaints are handled in accordance with Our complaints handling policy [insert policy name] (on(s)>>.
- 12.3 If You wish to complain, please contact Us in one of the following ways:
- 12.3.1 [In writing, to [insert name and/or position and/or department]>>]
- 12.3.2 [By email, to [insert name and/or position and/or department]>>]
- 12.3.3 [Using Our complaint form, [insert instructions included with the form];]
- 12.3.4 [By contacting [insert telephone number]] [and choosing one of the options available when prompted.]]
- 13. Events Outside of Our Control**
- 13.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions if the failure or delay results from any cause that is beyond Our control. Such causes include, but are not limited to: power cuts, strikes, lock-outs, provider failure, strikes, lock-outs, riots and other civil unrest, fire, explosion, flood, subsidence, acts of terrorism, war, undeclared, threatened, actual or natural disaster, or any other event that is beyond Our control.
- 13.2 If any event described in 13.1 occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:
- 13.2.1 We will inform You of the event as soon as reasonably possible;
- 13.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We have set will be extended accordingly;
- 13.2.3 We will inform You of the event and provide details of the event and its impact on the dates or availability of Goods as soon as reasonably possible;
- 13.2.4 If the event continues for more than <<insert time period>> We will suspend Our Contract and inform You of the

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protection)

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

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

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

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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 the Contract except as is subject to sub-Clause 16.2 and any purchaser to whom the Contract has been transferred under the return period (guarantee) has been entitled to benefit from it.]

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

16.6 No failure or delay in enforcing any rights under the Contract means that We or You have waived any breach of any provision of the Contract and no waiver by Us or You of a breach means that We or You will waive any subsequent breach of any provision.

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17. [Alternative Dispute Resolution]

17.1 Alternative dispute resolution (ADR) refers to ways of resolving disputes between a consumer and Us without going to court.

17.2 Our ADR provider is [insert name of ADR provider>>]. If you are unhappy with how We have handled your complaint, you may wish to contact <<insert name of ADR provider>> via their website at <<insert name of ADR provider>>.

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

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.

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18. Law and Jurisdiction

18.1 These Terms and Conditions and the relationship between you and Us (whether or not you are a consumer) 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 certain 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 or not you are a consumer), 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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SCHEDULE 1

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

address and, where available, fax

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

re (delete as appropriate) cancel
following goods.

Description of goods: << >>.

Ordered/Received (delete as appr

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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