

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 following 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 not 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 Schedule 1;

"Order"

an order for the purchase and delivery of Goods;

"Perishable Goods"

Goods which are reduced in value and which are not suitable for sale after a reasonable period;

"Sales Literature"

brochures, catalogues, leaflets, price lists and other documents providing details of Goods and their characteristics; 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", and any similar expression, includes electronic communications whether sent by e-mail, [text message,] fax or other means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended at the relevant time.

- 1.4 Each reference to “**Us**” is a reference to these Terms and Conditions.
- 1.5 Each reference to a schedule of 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 these Terms and Conditions.
- 1.7 Words signifying the plural include the plural and vice versa.
- 1.8 References to any gender include the other gender.
- 1.9 References to persons include individuals, companies, firms, corporations, partnerships, etc. unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a <<insert description of company type>> trader, partnership, LLP, private limited company etc.
- 2.2 [We trade under the name <<insert trading 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 Contact

- 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 the following address:
- 3.2.1 contact Us by post at <<insert address>>; or
- 3.2.2 contact Us by email at <<insert email 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 and understood these Terms and Conditions carefully. If You are unsure about any of the provisions of these Terms and Conditions, please ask Us for clarification.

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clarification.

- 4.2 Nothing provided in Clause 1 constitutes a contract and Your Order constitutes a contractual offer to You.
- 4.3 A legally binding contract between Us and You will be created upon our acceptance of Your Order.
- 4.4 We will ensure that the information given or made available to You prior to the formation of the contract, save for where the context of the transaction is such that it is not necessary, includes the following information:
- 4.4.1 The main characteristics of the Goods;
- 4.4.2 Our identity (set out in Clause 2) and contact details;
- 4.4.3 The total price of the Goods 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 will be calculated;
- 4.4.4 Where applicable, 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 time for payment, delivery and the time when the Goods will be made available;
- 4.4.6 Our complaint handling policy;
- 4.4.7 Information about Our right to cancel during the “cooling off” period;
- 4.4.8 We will ensure that the Goods conform to the requirements of Our legal duty to supply goods that are in conformity with the contract;
- 4.4.9 Where applicable, after-sales services and commercial guarantees;
- 4.4.10 Where applicable, information about the safety of the Goods, including appropriate technical instructions, warnings and precautions; and
- 4.4.11 Where applicable, information about the compatibility of digital content with the hardware and software that You are aware of or might reasonably be expected to be aware of.

5. Description and Specifications

- 5.1 We have made every effort to ensure that the Goods conform to the descriptions, illustrations, photographs and/or audio-visual recordings provided in Our Sales Literature [and descriptions of the Goods to the public]. We cannot, however, guarantee that all descriptions, illustrations, photographs and/or audio-visual recordings will be precisely accurate. [We warrant that the Goods will conform to the descriptions, illustrations, photographs and/or audio-visual recordings provided in Our Sales Literature.] **AND/OR** [We warrant that the Goods will conform to the descriptions, illustrations, photographs and/or audio-visual recordings provided in Our Sales Literature.]
- 5.2 If You receive any Goods that do not conform to the descriptions, illustrations, photographs or audio-visual recordings provided in Our Sales Literature, You may return those Goods to Us as soon as is reasonably practicable.
- 5.3 If We find, or are made aware of, typographical, clerical or other errors in Our Sales Literature We will make every effort to correct such errors and make corrections as soon as is reasonably practicable.

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possible. If, as a result of any error, You have received the wrong Goods, You must return the Goods to Us as provided in Clause 9. If, as a result of any error, You have paid too much, We will refund the excess payment to You.

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

6. Orders

- 6.1 All Orders You place are subject to these Terms and Conditions.
- 6.2 You may change Your Order before We despatch the Goods by contacting Us. [Revisions to Orders 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.
- 6.4 You may cancel Your Order before We despatch the Goods by contacting Us. If You cancel Your Order for the Goods under Clause 7, We will refund the payment to You within <<insert time period>>. [If You request cancellation, You must confirm this cancellation in writing.]
- 6.5 We may cancel Your Order before We despatch the Goods in the following circumstances:
- 6.5.1 The Goods are unavailable (e.g. We are unable to re-stock (if, for example, the Goods are out of stock)); or
- 6.5.2 An event occurs which prevents us from supplying the Goods (e.g. continues for more than <<insert time period>> (please specify) events outside of Our control).
- 6.6 If We cancel Your Order under Clause 6.5 and You have already paid for the Goods under Clause 6.5, We will refund the payment to You within <<insert time period>>. If You request cancellation, You must confirm this cancellation in writing.

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 of Your Order. If the price shown in Your Order differs from Our current price, We will charge You upon receipt of Your Order.
- 7.2 If We quote a special price different from the price shown in Our current <<insert document, e.g. price list>>, the special price will be valid for <<insert period>> or part of an advertised special offer, for the period shown. Orders placed during this period will be accepted at the special price. We do not accept the Order until after the period has expired.
- 7.3 We may change Our prices. These changes will not affect any Orders that We have already accepted.
- 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 correct unless the actual price of the Goods is lower than that stated. If the actual price is lower, We will charge You the lower price. If

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- Faulty, Damaged or Incomplete Goods**
- 9.1 By law, We must provide You with Goods of satisfactory quality, fit for purpose and as described at the time of purchase. If any Goods You have purchased do not comply and are faulty, do not perform as advertised, do not match the description, or are damaged when You receive them, or if You notice any damage to the Goods, please contact Us as soon as reasonably possible. We will, at Our discretion, refund, replace, repair or return the Goods, and to arrange for a refund, repair or replacement of the Goods.
- 9.2 If You request a replacement, We will endeavour to replace the Goods as soon as possible. If You request a refund, We will refund the full purchase price of the Goods, including any applicable taxes, and We will arrange for the return of the Goods to You at no cost to You.

	9.2.1	it is not possible to replace the Goods;	
	9.2.2	arranging a replacement would impose a significant burden on You;	
	9.2.3	We would not repair or provide a replacement within a reasonable time if it would cause significant inconvenience to You	
		You may opt either to return the Goods to Us 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 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 not stated on the label, or Us and the problem has resulted from Your use of the Goods for that purpose; or	
	9.3.3	the problem is due to wear and tear, misuse or intentional or careless damage to the Goods;	
		Please also note that You may not claim under this Clause 9 merely because You have changed Your mind. 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 by a suitable delivery choice. [You may alternatively request that the Goods be returned from You. Please ensure that the Goods are ready for collection at the agreed time and location. We are not responsible for late collection in this case, however We may appoint a third party in which case We will provide You with all relevant details.] You are responsible for the costs of returning the Goods under this Clause 9 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 the original Goods] <<insert period>> of Our receipt of the Goods. Repairs will be performed and/or replacements will be performed and/or issued at Our expense (whether full or partial, including 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 as a consumer, please contact Your local Citizens Advice Bureau or the Trading Standards Office.	
10.	Cancellation of Contract	Period	
	10.1	Where the Contract provides for a "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 are delivered in instalments, the 14 day period begins on the day that the last instalment is delivered.	

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You receive the full refund of any amount paid to Us for the Goods. This Clause does not apply in relation to Perishable Goods.

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 specified in these Terms and Conditions or the email address specified in these Terms and Conditions or the email address specified in these Terms and Conditions or the email address specified in these Terms and Conditions) and You must return the Goods to Us in their original condition. This Clause does not apply in relation to Perishable Goods.

10.3 To meet the cancellation period, You must send Us communication confirming Your cancellation of the order. This Clause does not apply in relation to Perishable Goods.

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. This Clause does not apply in relation to Perishable Goods.

10.5 We will refund money paid to Us by You by the same method used to make the payment, unless You have exercised the right to cancel before the Goods are delivered to You. In any case, You will not incur any fees as a result of the cancellation. This Clause does not apply in relation to Perishable Goods.

10.6 You must return Goods to Us within 14 calendar days of the day on which You inform Us that You have cancelled the order. You must pay return shipment costs if You return Goods to Us. This Clause does not apply in relation to Perishable Goods.

10.7 We will issue Your refund within 14 calendar days after we receive the Goods. The refund will include the full amount paid to Us for the Goods, including any additional costs such as express delivery and gift-wrapping. The refund will be deducted from the refund for loss in value of any goods returned to Us as a result of unnecessary handling by You. This Clause does not apply in relation to Perishable Goods.

10.8 [Clause 11 applies to the Goods if the cooling off period has expired.] This Clause does not apply in relation to Perishable Goods.

11. [Returning Goods If You Cancel After the Cooling Off Period]

11.1 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 for a refund [or a replacement], subject to the provisions of this Clause. This Clause does not apply to Goods that are incorrect, faulty or damaged. If You are returning Goods to Us, please refer to Clause 11.2. This Clause does not apply in relation to Perishable Goods.

11.2 If You wish to return Goods to Us under Clause 11 You must do so within the period of <<insert time period>> (or collecting them from Us), telling Us why You wish to return the Goods. This Clause does not apply in relation to Perishable Goods.

11.3 If You are returning Goods to Us under this Clause 11 they must be in their original condition [and in their original opened packaging], accompanied by proof of purchase. This Clause does not apply in relation to Perishable Goods.

11.4 You may return Goods to Us during Our business hours of <<insert business hours>> by post or another suitable delivery service of Your choice. You are responsible for the cost of returning Goods to Us under this Clause. This Clause does not apply in relation to Perishable Goods.

11.5 [You may request a replacement of the Goods are returned to Us under this Clause 11.] You are solely responsible for returning the Goods to Us under this Clause. This Clause does not apply in relation to Perishable Goods.

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11.]

11.6 We will issue refund immediately if You return Goods to Us of Our receipt of the Goods if You return Goods to Us every service [or if We collect the Goods from You.]

11.7 Please note that the period (guarantee) applies only to consumers resident in the United Kingdom. The provisions of this Clause 11 are in addition to your rights under the law of England and Wales.

12. Complaints and Feedback

12.1 We always welcome feedback from our customers and, while We always use your experience as a customer of Ours is a positive comment. 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 and procedure, available at <insert website> or on request.

12.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

12.3.1 [In writing, to the attention of the <insert name and/or position and/or department>]

12.3.2 [By email, to the attention of the <insert name and/or position and/or department>]

12.3.3 [Using Our complaints form, available at <insert website> or on request, following the instructions included with the form;]

12.3.4 [By contacting the <insert telephone number> [and following the instructions given 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 such 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 (threatened or actual), war, civil unrest, undeclared, threatened, actual or natural disaster, or any other event that is beyond Our control.

13.2 If any event described in Clause 13.1 occurs that is likely to adversely affect Our performance under these Terms and Conditions:

13.2.1 We will inform You as soon as it is reasonably possible;

13.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We have agreed will be extended accordingly;

13.2.3 We will inform you and provide details as necessary;

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

13.2.4 If the event time period cancellation will be paid t

continues for more than <<insert
Contract and inform You of the
ou as a result of that cancellation
onably possible;

13.2.5 If an event of Force Majeure occurs, the Contract, You shall be relieved of all obligations under sub-Clause 13.2.1 to 13.2.4.

occurs and You wish to cancel the
 policy with Your right to cancel under

14. Liability

14.1 We will be responsible for any loss or damage suffered by you or your property as a result of Our negligence or the negligence of any of Our employees or agents in consequence of the performance of the Contract by Us when the Contract is terminated or the Contract is not performed or damage that is not caused by the negligence of Us or any of Our employees or agents.

14.2 We will maintain insurance.

Insurance including public liability

14.3 We only supply God representation that purposes of any kind. You will not use the any loss of profit, loss business opportunity

14.4 Nothing in these Terms shall limit or exclude our liability for death or fraudulent misrepresentation.

intended to or will limit or exclude
ed by Our negligence or for fraud

14.5 Nothing in these Terms shall limit or restrict Your rights as a Consumer under applicable law, including details of Your legal rights under the FTC's Fair Credit Reporting and Fair Debt Collection Practices Trading Standards.

15. How We Use Your Personal Information

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 ob party who will rema

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(quarantee) in in Cl

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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. Our permission shall not be unreasonably withheld).

16.4 The Contract is between Us and you. No person or third party shall be entitled to enforce any provision of these Terms and Conditions or any purchaser to whom the Goods have been transferred under the Contract. This is subject to sub-Clause 16.2 and any return period (guarantee) has been 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 enforceability of the other provisions of these Terms and Conditions shall not be affected.

16.6 No failure or delay in exercising any rights under the Contract shall constitute a waiver of those rights, and no waiver by Us or You of a breach of any provision of these Terms and Conditions shall constitute a subsequent breach of any other provision.

17. [Alternative Dispute Resolution]

17.1 Alternative dispute resolution (ADR) is a way 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 entitled to a refund 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 or not it is a contract) 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 it is a contract) shall be subject to the jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, as determined by your residency.

MODEL FORM

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 appropriate)

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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