TERMS F SALE

BACKGROUND:

These Terms and Conditions are t apply when a customer places an order for goods and <<Insert Co me>> ("the Trader") accepts the order and the contract is made "off der.

These Terms and Conditions app s a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpreta

1.1 In these Terms an e context otherwise requires, the following expressio anings:

"Business"	rade, craft or profession carried on rson/organisation;
"Commercial Unit"	ods, the character and/or value of ally impaired if divided;
"Consumer"	s defined by the Consumer Rights n to these Terms and Conditions stomer of the Trader who eir personal use and for purposes e the purposes of any Business;
"Contract"	the sale and purchase of the rms and Conditions;
"Goods"	will supply;
"Model Cancellation Form"	ellation form attached as
"Order"	order for the purchase and
"Sales Literature"	, catalogues, leaflets, price lists s providing details of Goods formation; and
"We/Us/Our"	includes all employees, agents the Trader;
"Variable Priced Goods"	price of which is dependent upon ancial markets which We cannot
"You/Your"	o is a customer of the Trader.

1.2 Each reference in tions to "writing", and any similar expression, include ions whether sent by e-mail, **[**text message,**]** fax or ot

1.3 Each reference to f a statute 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 th 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 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 throughou ditions). When contacting Us in writing You may use

3.2.1 contact Us b address>>; or

3.2.2 contact Us nsert 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 Contrac Before making Your Order, please ensure that You ha d Conditions carefully. If You are

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unsure about any d Conditions, please ask Us for clarification.

4.2 Nothing provided not limited to Sales Literature, constitutes a contra ceptance. Your Order constitutes a contractual offer t etion, accept.

4.3 A legally binding c d You will be created upon our acceptance in writin

4.4 We will ensure that is given or made available to You prior to the formati een Us and You, save for where such information is e context of the transaction:

4.4.1 The main ch s;

4.4.2 Our identity in Clause 2) and contact details (set out in C

4.4.3 The total pr ding taxes or, if the nature of the Goods is su ot be calculated in advance, the manner in w

4.4.4 Where appl elivery charges or, where such charges can nce, the manner in which they will be calculate

4.4.5 Where appli for payment, delivery and the time by which We Goods;

4.4.6 Our complai

4.4.7 Information cel during the "cooling off" period (set out in C

4.4.8 We will ens of Our legal duty to supply goods that are in co ct;

4.4.9 Where appl -sales services and commercial guarantees;

4.4.10 Where appl , including appropriate technical protection m t; and

4.4.11 Where appl mpatibility of digital content with hardware ar aware of or might reasonably be expected to

5. Description and Specifica

5.1 We have made eve ensure that the Goods conform to illustrations, photog provided in Our Sales Literature **[**and descriptions people**]**. We cannot, however, guarantee that all ns and/or photographs will be precisely accurate hat may arise during the printing process**] AND/OR** olour reproduction of electronic displays**]]**.

5.2 If You receive any rm to illustrations, photographs or descriptions under ay return those Goods to Us as provided in Clause

5.3 If We find, or are typographical, clerical or other accidental errors o s Literature We will make every

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reasonable effort to missions as soon as is reasonably possible. If, as a re omission, You have received the wrong Goods, You to Us as provided in Clause 9. If, as a result of any You have paid too much, We will refund the excess p

5.4 We reserve the rig in the specification of the Goods that may be requir pplicable safety or other legal or regulatory requirem

6. Orders

6.1 All Orders You plac ct to these Terms and Conditions.

6.2 You may change Y efore We despatch the Goods by contacting Us. **[**R ers do not need to be made in writing.**]**

6.3 If You change Your ou in writing of any change to the Price.

6.4 You may cancel Yo efore We despatch the Goods by contacting Us. If Y r the Goods under Clause 7, We will refund the payn ert time period>>. **[**If You request that Your Order be firm this cancellation in writing.**]**

6.5 We may cancel You re We despatch the Goods in the following circumstar

6.5.1 The Goods a d We are unable to re-stock (if, for example, the); or

6.5.2 An event ou inues for more than <<insert time period>> (pl vents outside of Our control).

6.6 If We cancel Your 6.5 and You have already paid for the Goods under C he payment to You within <<insert time period>>. If V We will confirm the cancellation in writing.

7. Price and Payment

7.1 The price of the Go Our <<insert document, e.g. price list>> in force at th If the price shown in Your Order differs from Our cur You upon receipt of Your Order.

7.2 If We quote a spe ent from the price shown in Our current <<insert do , the special price will be valid for <<insert period>> c part of an advertised special offer, for the period show Orders placed during this period will be accepted at We do not accept the Order until after the period has

7.3 We may change O these changes will not affect any Orders that We hav

7.4 We have made eve nsure that our prices, as shown in Our current <<inse list>> are correct. Prices will be checked when We the actual price of the Goods is

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lower than that stat ill charge You the lower price. If the actual price of t that stated in Your Order, We will ask You how You w

7.5 All prices include V hanges between the date of Your Order and the date ill adjust the rate of VAT that You must pay. Change ny prices where We have already received payment i

7.6 Our prices **[**include of delivery. **[**We will add delivery costs to the final su

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

7.8 We accept the follo t:

7.8.1 <<insert type

7.8.2 <<insert type

7.8.3 <<insert type

7.8.4 <<insert type

7.8.5 <<add more quired>>.

7.9 Credit and/or debit d until We despatch the Goods to You.

7.10 If You do not make due date **[**as shown in/on <<insert document e.g. invoi c.>>**]** We may charge You interest on the overdue su percentage between 2 and 4>>% per annum above t <insert bank name>> from time to time. Interest will a om the due date for payment until the actual date of ue sum, whether before or after judgment. You mus hen paying an overdue sum.

7.11 The provisions of not apply if You have promptly contacted Us to dis faith. No interest will accrue while such a dispute is o

8. Delivery

8.1 Please note that de ssible within **[**the United Kingdom**]** **OR [**<<insert a mor d>>**]**.

8.2 When We accept vide an estimated delivery date. Please note that es may vary according to the availability of Goo rcumstances beyond our control. Unless agreed othe delivered without undue delay and in any case no la ays after the date on which the Contract is formed.

8.3 If You indicate in sh to collect the Goods from Us Yourself You may c acceptance of Your Order, during Our business hours rs>>.

8.4 Delivery will be de ace when the Goods have been delivered to the c ed in Your Order and You (or someone identified ical possession of the Goods or, if You are collecting t self, when You have collected the

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Goods.

8.5 If for any reason W ne Goods at Your chosen delivery address, We will I You that the Goods have been returned to Our pr You contact Us to arrange re-delivery.

8.6 The responsibility (the "risk") for the Goods remains with Us until deliver in sub-Clause 8.4 at which point it will pass to You. P t if You do not wish to collect the Goods and do not ed carrier to deliver them, instead choosing Your own oods will pass to You as soon as they are passed to

8.7 You own the Goods payment in full for them.

8.8 **[**Please note that de eas may require more time:

8.8.1 <<insert pos

8.8.2 <<insert pos

8.8.3 <<add more

8.9 Please note careful

8.9.1 If We refuse u may treat the Contract as being at an end an without undue delay.

8.9.2 If delivery of reed time period or at the agreed time was es unt the relevant circumstances at the time the d We fail to deliver, You may treat the Contract d We will reimburse You without undue delay

8.9.3 If You have in the agreed time period or at the agreed time fail to deliver, You may treat the Contract as will reimburse You without undue delay.

8.10 If any of the events r You may, instead of treating the Contract as being a delivery time or time period. If We continue to fail to de y treat the Contract as being at an end and We will rei e delay.

8.11 If, despite the even 8.10, You choose not to treat the Contract as being a cancel Your Order or to reject the Goods will be unaff will reimburse You without undue delay.

8.12 If the Goods form a may only reject or cancel all of the Goods, not a portio

9. Faulty, Damaged or Incor

9.1 By law, We must p satisfactory quality, fit for purpose and as described a f any Goods You have purchased do not comply an ults or are damaged when You receive them, or if Y ds, please contact Us as soon as reasonably possible , damage or error, and to arrange for a refund, repair

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9.2 If You request a rep

9.2.1 it is not poss eplace the Goods;

9.2.2 arranging a a replacement would impose a significant bu

9.2.3 We would n repair or provide a replacement within a reas significant inconvenience to You

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

9.3 Please note that Yo aim under this Clause 9 if:

9.3.1 We informe mage or other problems with the Goods befor ;

9.3.2 You have p r an unsuitable purpose that is neither obvi Us and the problem has resulted from Your us urpose; or

9.3.3 the problem ear and tear, misuse or intentional or careless c

Please also note th Goods to Us under this Clause 9 merely because Yo ind. Please refer to Clause**[**s**]** 10 **[**and 11**]** for details ge Your mind.

9.4 To return Goods to r this Clause 9, You may do so in person during Our ert business hours>> or You may return them to Us table delivery choice. [You may alternatively reques ods from You. Please ensure that the Goods are reac greed time and location. We are solely responsible s in this case, however We may appoint a third party n which case We will provide You with all relevant det sponsible for the costs of returning Goods under this C e You where appropriate.

9.5 Repairs made unde rried out within a reasonable time **[**and in any event > of Our receipt of the Goods**]**. Replacements issu 9 will be dispatched within a reasonable time **[**a <insert period>> of Our receipt of the original Goods**]** cements will be performed and/or issued at Our exper ds (whether full or partial, including reductions in price) n <<insert normal refund period>> of the event triggeri

9.6 All refunds issued include all delivery costs paid by You when the Good sed.

9.7 For further informa a consumer, please contact Your local Citizens Advic ndards Office.

10. Cancellation of Contract Period

10.1 Where the Contract emises", You have a statutory right to a "cooling off" pe once the Contract has been made and ends 14 calend have been delivered. If the Goods

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are delivered in inst day period begins on the day that You receive the fin does not apply to Variable Priced Goods.

10.2 If You wish to can he cooling off period You should inform Us immediat (e.g. a letter sent by post, fax or email to the postal email address specified in these Terms and Conditio Model Cancellation Form, but You do not have to.

10.3 To meet the canc sufficient for You to send Your communication co f the right to cancel before the cancellation period

10.4 If You exercise the eceive a full refund of any amount paid to Us in respec to Clause 10.7.

10.5 We will refund mo thod used to make the payment, unless You have e e. In any case, You will not incur any fees as a result

10.6 You must return Go ndar days of the day on which You inform Us that You s. You must pay return shipment costs if You return 10.

10.7 We will issue Your ay and, in any event no later than 14 calendar days a ed Goods. The refund will include standard delivery c d additional costs such as express delivery and gift-wr deduction from the refund for loss in value of any goo the result of unnecessary handling by You.

10.8 **[**Clause 11 applies ontract after the 14 calendar day cooling off period h

11. [Returning Goods If You

11.1 If after the 14 cale iod referred to in Clause 10 has expired You are not s purchased from Us You have the right to return them **[**or a replacement**]**, subject to the provisions of this C 1 does not apply to Goods that are incorrect, faulty or t are incorrect, faulty or damaged please refer to Clau apply to Variable Priced Goods.

11.2 If You wish to retur Clause 11 You must do so within <<insert time perio r collecting them from Us), telling Us why You wish to

11.3 If You are returning r this Clause 11 they must be in their original conditi opened packaging**]**, accompanied by proof of purchas

11.4 You may return Go ng Our business hours of <<insert business hours>> o y post or another suitable delivery service of Your ch sponsible for the cost of returning Goods to Us under

11.5 **[**You may request ds from You. Please ensure that the Goods are rea greed time and location. You are solely responsible f cting the Goods under this Clause

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11.**]**

11.6 We will issue refund ediately if You return Goods to Us in person or within f Our receipt of the Goods if You return Goods to Us very service **[**or if We collect the Goods from You.**]**

11.7 Please note that t riod (guarantee) applies only to consumers resident The provisions of this Clause 11 are in addition to yo d of them.**]**

12. Complaints and Feedbac

12.1 We always welcome tomers and, while We always use all reasonable ende Your experience as a customer of Ours is a positive c ant to hear from You if You have any cause for comp

12.2 All complaints are h ith Our complaints handling policy and procedure, ava ion(s)>>.

12.3 If You wish to com of Your dealings with Us, please contact Us in one o

12.3.1 **[**In writing, t name and/or position and/or department>

12.3.2 **[**By email, t name and/or position and/or department> s>>;**]**

12.3.3 **[**Using Our c g the instructions included with the form;**]**

12.3.4 **[**By contacti <insert telephone number>> **[**and choosing op when prompted.**]]**

13. Events Outside of Our Co

13.1 We will not be liab lay in performing Our obligations under these Terms e failure or delay results from any cause that is beyor ol. Such causes include, but are not limited to: powe provider failure, strikes, lock-outs or other industrial riots and other civil unrest, fire, explosion, flood, subsidence, acts of terrorism (threatened or actua , undeclared, threatened, actual or preparations for wa tural disaster, or any other event that is beyond Our r

13.2 If any event describ 3 occurs that is likely to adversely affect Our perform igations under these Terms and Conditions:

13.2.1 We will infor sonably possible;

13.2.2 Our obligati will be suspended and any time limits that W tended accordingly;

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13.2.3 We will infor outside of Our control is over and provide deta dates or availability of Goods as necessary;

13.2.4 If the event continues for more than <<insert time period> Contract and inform You of the cancellation. ou as a result of that cancellation will be paid t onably possible;

13.2.5 If an event ccurs and You wish to cancel the Contract, Yo nce with Your right to cancel under sub-Clause

14. Liability

14.1 We will be respons e loss or damage that You may suffer as a result of rms and Conditions or as a result of Our negligence foreseeable if it is an obvious consequence of the r if it is contemplated by You and Us when the Contra will not be responsible for any loss or damage that is n

14.2 We will maintain surance including public liability insurance.

14.3 We only supply Goo vate use. We make no warranty or representation that ommercial, business or industrial purposes of any kin placing an Order, You agree that You will not use the es. We will not be liable to You for any loss of profit, lo tion to business or for any loss of business opportunit

14.4 Nothing in these Te ntended to or will limit or exclude Our liability for deat sed by Our negligence or for fraud or fraudulent misrep

14.5 Nothing in these Te ntended to or will limit Your legal rights as a Consur r protection legislation. For more details of Your lega ur local Citizens Advice Bureau or Trading Standards

15. How We Use Your Perso otection)

We will only use Your pers Our <<insert document name, e.g. Privacy Notice>> available >>.

16. Other Important Terms

16.1 We may transfer (a nd rights under the Contract to a third party (this ma if We sell Our business). If this occurs We will infor ghts under the Contract will not be affected and Our ob ract will be transferred to the third party who will remai

16.2 **[**You may transfe of the extended return period (guarantee) in in Cl no purchases the Goods from You

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after You have com oods from Us.**]**

16.3 You may not transf obligations and rights under these Terms and Conditi ntract, as applicable) without Our express written perr not to be unreasonably withheld).

16.4 The Contract is bet not intended to benefit any other person or third party n person or party will be entitled to enforce any provisi is subject to sub-Clause 16.2 and any purchaser to v urn period (guarantee) has been transferred under th itled to benefit from it.**]**

16.5 If any provision of t rms and Conditions is held by any competent authority forceable in whole or in part the validity of the other ct or these Terms and Conditions and the remainder c n will not be affected.

16.6 No failure or delay ing any rights under the Contract means that We or Y t, and no waiver by Us or You of a breach of any provi ans that We or You will waive any subsequent breach provision.

17. [Alternative Dispute Reso

17.1 Alternative dispute ers to ways of resolving disputes between a consume ing to court.

17.2 Our ADR provider R provider>>. If you are unhappy with how We have you may wish to contact <<insert name of ADR provi

17.3 Complaints can be ame of ADR provider>> via their website at <<insert

17.4 **[**<<insert name of A harge you for making a complaint, and you may still if you are not satisfied with the outcome of the ADR

18. Law and Jurisdiction

18.1 These Terms and C and the relationship between you and Us (whether se) shall be governed by, and construed in accord gland & Wales**] [**Northern Ireland**] [**Scotland**]**.

18.2 As a consumer, yo nandatory provisions of the law in your country of res Clause 18.1 above takes away or reduces your rights those provisions.

18.3 Any dispute, contro aim between you and Us relating to these Terms and t, or the relationship between you and Us (whether co nall be subject to the jurisdiction of the courts of Englar Northern Ireland, as determined by your residency.

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MOD ORM

To: <<trader to insert trader's nam and, where available, fax number and email address>>

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