

BACKGROUND:

These Terms and Conditions apply to the sale of goods by <<insert business name>> [, trading as <<insert business name>>], a <<insert business type>> [e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [registered in England under number <<insert registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>>.

These Terms and Conditions apply to the sale of goods by <<insert business name>> [, trading as <<insert business name>>] (name if different from company name) [of <<insert business type>> business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [registered in England under number <<insert registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>>.

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 Day**”

any day other than a Saturday, Sunday or public holiday in England;

“**Calendar Day**”

any day of the year;

“**Commercial Unit**”

any unit of Goods, the character and/or value of which is materially impaired if divided;

“**Contract**”

the contract for the purchase and sale of Goods as set out in Clause 3;

“**Goods**”

the Goods which are to be supplied by Us to you pursuant to your Order (and confirmed in Our Order Confirmation);

“**Month**”

any month;

“**Price**”

the price payable for the Goods;

“**Special Price**”

any special price payable for Goods which are sold on a time to time basis;

“**Order**”

your order for the Goods [as attached] **OR** [as set out in Our Order Confirmation];

“**Order Confirmation**”

the receipt and confirmation of your Order as set out in Clause 3;

“**We/Us/Our**”

the <<insert business name>> [, trading as <<insert business name>>] (name if different from company name) [of <<insert business type>> business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [registered in England under number <<insert registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>>.

1.2 Each reference in these Terms and Conditions to an expression includes that expression in writing, text message, fax or other electronic message.

References to “writing” and any similar expressions include communications whether sent by e-mail, [text message, fax or other electronic message].

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2. Information About Us

- 2.1 <<insert business name or trading name if different from company name>>], <<insert type, e.g. Sole Trader, Partnership, LLP, Private Limited, etc.>> registered in England under number <<insert registration number>>. Our registered address is <<insert registered address>>. Our principal trading address is <<insert trading address>>.
- 2.2 [Our VAT number is <<insert VAT number>>].
- 2.3 [We are regulated by <<insert regulator(s)>>].
- 2.4 [We are a member of <<insert association(s) etc.>>].
- 2.5 [<<Insert further information>>].

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3. The Contract

- 3.1 These Terms and Conditions apply to the sale of goods by Us and will form the basis of the Contract. Before making your Order, please ensure that you have read and understood our Terms and Conditions carefully. If you are unsure about any of our Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us, including any literature, price list or catalogue, constitutes a contractual offer capable of acceptance. Only an Order placed with Us may, at Our discretion, constitute a contractual offer that We intend to accept.
- 3.3 A legally binding Contract will be created upon Our acceptance of your Order. Our Order Confirmations will be sent to you by email.
- 3.4 We shall ensure that all information is given or made available to you prior to the formation of the Contract. Such information is:
 - 3.4.1 The main characteristics of the Goods;
 - 3.4.2 Our identity (as set out in Clause 2) and contact details (set out in Clause 2);
 - 3.4.3 The total Price of the Goods including taxes or, if the nature of the Goods is such that the total Price cannot be calculated in advance, the manner in which the total Price will be calculated;
 - 3.4.4 Where applicable, any delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 3.4.5 Where applicable, the time for payment, delivery and the time when the Goods will be made available to you;
 - 3.4.6 Our complaint handling procedure;
 - 3.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
 - 3.4.8 Where applicable, any after-sales services and commercial guarantees;

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- 3.4.9 Where applicable, including appropriate technical protection measures; and
- 3.4.10 Where applicable, compatibility of digital content with hardware and software that you are aware of or might reasonably be expected to use.

4. **Description and Specifications**

- 4.1 We have made every effort to ensure that the Goods conform to the descriptions, illustrations and/or photographs provided in Our sales and marketing literature [including those provided by Our salespeople]. We cannot, however, guarantee that the descriptions, illustrations and/or photographs will be accurate. We accept no liability for [discrepancies that may arise during the printing process or differences in the colour reproduction of electronic displays].
- 4.2 If you receive any Goods that do not conform to the Contract, please refer to Clause 8.
- 4.3 If We find, or are notified, of any typographical, clerical or other accidental errors or omissions in Our and marketing literature, price lists or any other documents, We will, by reasonable effort to correct such errors or omissions as soon as possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us for a full refund. If, as a result of any such error or omission, you have paid for the Goods, We will refund the excess paid for the Goods.
- 4.4 We reserve the right to amend the specification of the Goods that may be required to comply with applicable safety or other legal or regulatory requirements.

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5. **Orders**

- 5.1 All Orders for Goods must be subject to these Terms and Conditions.
- 5.2 You may change your Order before We despatch the Goods by contacting Us. [Requests for changes must be made in writing.]
- 5.3 If your Order is changed, you must notify us of any change to the Price in writing.
- 5.4 You may cancel your Order before We despatch the Goods by contacting Us. If you do so, your payment for the Goods under Clause 6, the payment will be refunded to you within <<insert time period>>. [If you request cancellation, you must notify us in writing.]
- 5.5 We may cancel your Order before We despatch the Goods in the following circumstances:
 - 5.5.1 The Goods are unavailable and We are unable to re-stock (if, for example, the manufacturer ceases production); or
 - 5.5.2 An event occurs that prevents us from supplying the Goods for more than <<insert time period>> (please refer to Clause 5.5 and you have already paid for the Goods).
- 5.6 If We cancel your Order, you will be entitled to a full refund of the amount you have paid for the Goods.

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the Goods under Cl
time period>>. If W
Us in writing.

be refunded to you within <<insert
> cancellation will be confirmed by

6. Price and Payment

6.1 The Price of the Go
list>> in force at th
differs from Our cur

Our <<insert document, e.g. price
If the Price shown in your Order
you upon receipt of your Order.

6.2 If We quote a Spec
<<insert document,
period>> or, if the S
period shown in the
accepted at the Sp
the period has expir

to the Price shown in Our current
Special Price will be valid for <<insert
an advertised special offer, for the
s placed during this period will be
to not accept the Order until after

6.3 Our Prices may ch
Orders that We hav

these changes will not affect any

6.4 We have made eve
Our current <<inse
checked when We
lower than that state
actual Price of the G
you how you wish to

ensure that Our Prices, as shown in
list>> are correct. Prices will be
the actual Price of the Goods is
be charged the lower Price. If the
t stated in your Order, We will ask

6.5 All Prices include V
Order and the date
must pay. Change
received payment in

changes between the date of your
will adjust the rate of VAT that you
ny Prices where We have already

6.6 Our Prices [include
added on to the fina

of delivery. [Delivery costs will be

6.7 All payments for G
the Goods to you.

advance before We can despatch

6.8 We accept the follow

t:

6.8.1 <<insert type

6.8.2 <<insert type

6.8.3 <<insert type

6.8.4 <<insert type

6.8.5 <<add more

quired>>.

6.9 [Credit and/or debit
you.]

d until We despatch the Goods to

6.10 If you do not make
document e.g. inv
interest on the over
>>% per annum a
time to time. Inte
payment until the a
or after judgment.
sum.

due date [as shown in/on <<insert
on etc.>>] We may charge you
<insert percentage between 2 and
ate of <<insert bank name>> from
aily basis from the due date for
the overdue sum, whether before
est due when paying an overdue

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6.11 The provisions of this clause shall not apply if you have promptly contacted Us to dispute such a dispute is or

7. Delivery

7.1 Please note that delivery shall be made as soon as possible within [the United Kingdom] OR [<<insert a more appropriate jurisdiction>>].

7.2 When We provide an estimated delivery date, our estimated delivery dates may vary according to the location of your location, and circumstances beyond Our control. In any event, the Goods will be delivered without undue delay and no later than 30 Calendar Days after the date on which the Order is confirmed.

7.3 If you indicate in your Order Confirmation that you wish to collect the Goods from Us, you may do so during Our business hours of <<insert appropriate hours>>.

7.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address identified by you) has taken possession of the Goods or, if you are collecting the Goods, you have collected the Goods.

7.5 If for any reason We cannot deliver the Goods at your chosen delivery address, We will inform you that the Goods have been returned to Our place of business and you will need to contact Us to arrange re-delivery.

7.6 The responsibility (including the "risk") for the Goods remains with Us until delivery has taken place in sub-Clause 7.4 at which point it will pass to you. Please note that if you do not wish to collect the Goods and do not wish to use a third party carrier to deliver them, instead choosing your own carrier, the responsibility for the Goods will pass to you as soon as they are passed to your chosen carrier.

7.7 You own the Goods from the time you make payment in full for them.

7.8 [Please note that delivery of the Goods may require more time:

7.8.1 <<insert position 1>>

7.8.2 <<insert position 2>>

7.8.3 <<add more positions>>

7.9 Please note carefully the following:

7.9.1 If We refuse to deliver the Goods, you may treat the Contract as being terminated at an end and you will be entitled to a full refund without undue delay.

7.9.2 If delivery of the Goods is delayed beyond the agreed time period or at the agreed time was essential and We fail to deliver, you may treat the Contract as terminated and We will reimburse you without undue delay.

7.9.3 If you have not received the Goods within the agreed time period or at the agreed time was essential and We fail to deliver, you may treat the Contract as terminated and We will reimburse you without undue delay.

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them), if the Goods (and their nature), you may return them after six months have passed. The burden of proof will be on you to show that a defect or non-conformity existed at the time of delivery.

the length of time (depending upon the nature of the Goods and the type of refund). Please be remember that if you have returned the Goods, the burden of proof for a defect or non-conformity existed at the time of delivery.

8.3 Please note that you may not claim under this Clause 8 if We have informed you of any problems with the Goods before you purchased them. You may not return the Goods for an unsuitable purpose that is neither known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do.

You may not claim under this Clause 8 if We have informed you of any problems with the Goods before you purchased them. You may not return the Goods for an unsuitable purpose that is neither known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do.

8.4 To return Goods to Us, you must do so to a person during Our business hours or you may return them to Us by a suitable delivery choice. Alternatively, you may 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 solely responsible for the costs of returning the Goods under this Clause 8.

To return Goods to Us, you may do so in person during Our business hours or you may return them to Us by a suitable delivery choice. Alternatively, you may 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 solely responsible for the costs of returning the Goods under this Clause 8.

8.5 Refunds (whether in the form of a price reduction or a replacement) under this Clause 8 will be issued within 14 Business Days of the day on which We receive the Goods.

Refunds (whether in the form of a price reduction or a replacement) under this Clause 8 will be issued within 14 Business Days of the day on which We receive the Goods.

8.6 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were purchased.

Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were purchased.

8.7 For full details of your rights as a consumer, please contact your local Citizens Advice Bureau.

For full details of your rights as a consumer, please contact your local Citizens Advice Bureau.

9. **Returning Goods If You Are Not Satisfied**

9.1 If you are not satisfied with the Goods you have purchased from Us you have the right to return them in exchange for a replacement, subject to the provisions of this Clause 9. This Clause does not apply to Goods that are not in compliance with the law or your legal rights. For such Goods, please refer to Clause 8.

If you are not satisfied with the Goods you have purchased from Us you have the right to return them in exchange for a replacement, subject to the provisions of this Clause 9. This Clause does not apply to Goods that are not in compliance with the law or your legal rights. For such Goods, please refer to Clause 8.

9.2 If you wish to return the Goods under this Clause 9 you must do so within the period of time specified in Clause 9 (or collecting them from Us), telling Us why you wish to return them.

If you wish to return the Goods under this Clause 9 you must do so within the period of time specified in Clause 9 (or collecting them from Us), telling Us why you wish to return them.

9.3 All Goods must be returned to Us in their original condition, accompanied by proof of purchase.

All Goods must be returned to Us in their original condition, accompanied by proof of purchase.

9.4 You may return Goods to Us during Our business hours of <<insert time period>> or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning the Goods to Us under this Clause 9.

You may return Goods to Us during Our business hours of <<insert time period>> or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning the Goods to Us under this Clause 9.

9.5 [You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. You are solely responsible for the costs of returning the Goods under this Clause 9.]

[You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. You are solely responsible for the costs of returning the Goods under this Clause 9.]

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9.6 Refunds or replacement Goods to Us in person within a period of Our receipt of the Goods if you return them for a similar delivery service [or if We collect the Goods from you]

9.7 Please note that the period (guarantee) applies only to consumers resident in the UK. The provisions of this Clause 9 are in addition to your rights under the Consumer Rights Act 2015.

10. Our Liability

10.1 We will be responsible for any loss or damage that you may suffer as a result of Our breach of the Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable as a consequence of Our breach or negligence or if it is not reasonably foreseeable to you and Us when the Contract is created. We will not be liable for any loss or damage that is not reasonably foreseeable.

10.2 We only supply Goods for private use. We make no warranty or representation that the Goods are suitable for commercial, business or industrial use. Where you use the Goods for any other purpose, please refer to our Order, you agree that you will not be liable to you for any loss or damage of any kind, including loss of business or for any loss of business opportunity.

10.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

10.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. If you wish to exercise Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

11. Events Outside of Our Control

11.1 We will not be liable for any delay in performing Our obligations where that failure is caused by any cause that is beyond Our reasonable control. Such causes include but are not limited to: power failure, internet service provider outages, network outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence, terrorism (threatened or actual), acts of war (including preparations for war), epidemic or pandemic disease or other natural disasters that is beyond Our reasonable control.

11.2 If any event described in 11.1 occurs that is likely to adversely affect Our performance under these Terms and Conditions:

11.2.1 We will inform you as soon as reasonably possible;

11.2.2 Our obligations under the Terms and Conditions will be suspended and any time period specified by will be extended accordingly;

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11.2.3 We will inform you and provide details as necessary;

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

11.2.4 If the event continues for more than <<insert time period>> after the Contract and inform you of the cancellation. You will be paid the amount as reasonably possible;

continues for more than <<insert time period>> after the Contract and inform you of the cancellation. You will be paid the amount as reasonably possible;

11.2.5 If an event occurs and you wish to cancel the Contract, you will exercise your right to cancel under sub-Clause <<insert number>>.

occurs and you wish to cancel the Contract, you will exercise your right to cancel under sub-Clause <<insert number>>.

12. **Communication and Contact**

12.1 If you wish to contact Us by telephone at <<insert number>> or by email at <<insert email address>>.

by telephone at <<insert number>> or by email at <<insert email address>>.

12.2 In certain circumstances (e.g. cancelling an Order, for example) you may use the following methods:

Us in writing (when cancelling an Order, for example) you may use the following methods:

12.2.1 Contact Us by mail at <<insert postal address>>; or

mail at <<insert postal address>>; or

12.2.2 Contact Us by email at <<insert email address>>.

<<insert company name>>, <<insert email address>>.

13. **Complaints and Feedback**

13.1 We always welcome your feedback and, whilst We always use all reasonable endeavours to resolve your complaint, your experience as a customer of Ours is a positive one. We would like to hear from you if you have any cause for complaint.

customers and, whilst We always use all reasonable endeavours to resolve your experience as a customer of Ours is a positive one. We would like to hear from you if you have any cause for complaint.

13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.

with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.

13.3 If you wish to complain, please contact Us in one of the following ways:

of your dealings with Us, please contact Us in one of the following ways:

13.3.1 [In writing, at <<insert postal address>>];

<<insert name and/or position>>, <<insert postal address>>];

13.3.2 [By email, at <<insert email address>>];

<<insert name and/or position>> at <<insert email address>>];

13.3.3 [Using Our complaint form;]

following the instructions included with the complaint form;]

13.3.4 [By contacting Us on <<insert telephone number>> (and choosing an option when prompted.)]

<<insert telephone number>> [and choosing an option when prompted.]]

14. **How We Use Your Personal Information (Data Protection)**

How We Use Your Personal Information (Data Protection)

We will only use your personal information in accordance with Our <<insert document name, e.g. Privacy Notice>> available at <<insert location>>.

in Our <<insert document name, e.g. Privacy Notice>> available at <<insert location>>.

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15. **Other Important Terms**

- 15.1 We may transfer (a Conditions (and un happen, for exampl informed by Us in v not be affected and the third party who
- 15.2 You may not transf Terms and Conditio express written per benefit of the exte consent.
- 15.3 The Contract is bet person or third part enforce any provisio extended return per
- 15.4 If any of the prov unlawful, invalid or that / those provisio Terms and Conditio valid and enforceab
- 15.5 No failure or delay and Conditions mea a breach of any pro waive any subsequ

nd rights under these Terms and (licable) to a third party (this may ness). If this occurs you will be r these Terms and Conditions will these Terms will be transferred to n.

bligations and rights under these ntract, as applicable) without Our owever, that you can transfer the arantee) in Clause 9 without our

not intended to benefit any other n person or party will be entitled to onditions (except the benefit of the e 9).

and Conditions are found to be e by any court or other authority, vered from the remainder of these ese Terms and Conditions shall be

of Our rights under these Terms that right, and no waiver by Us of nd Conditions means that We will r any other provision.

16. **[Alternative Dispute Resc**

- 16.1 Alternative dispute between a consum
- 16.2 Our ADR provider with how we have name of ADR provid
- 16.3 Complaints can be website at <<insert
- 16.4 [<<insert name of A and you may still outcome of the ADR

ers to ways of resolving disputes oing to court.

R provider>>. If you are unhappy you may wish to contact <<insert

ame of ADR provider>> via their

harge you for making a complaint, if you are not satisfied with the

17. **Governing Law and Juris**

- 17.1 These Terms and C and Us (whether construed in accord [Scotland].
- 17.2 As a consumer, yo your country of res reduces your rights

and the relationship between you se) shall be governed by, and gland & Wales] [Northern Ireland]

andatory provisions of the law in Clause 17.1 above takes away or those provisions.

17.3 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England and Wales, if your residency.

claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us shall be subject to the jurisdiction of the courts of Northern Ireland, as determined by your residency.

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