

## STANDARD SERVICE TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by <<insert name of Service Provider>> [, trading as <<insert trading name if different from company 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 registered 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 have the following meanings:

<b>“Business Day”</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Contract”</b>	means the contract for the provision of Services, as explained in Clause 3;
<b>“Deposit”</b>	means an advance payment made to Us under sub-Clause 5.5;
<b>“Month”</b>	means a calendar month;
<b>“Total Price”</b>	means the total price payable for the Services;
<b>“Milestone Payment”</b>	means a part of the Total Price paid to Us as each Project Milestone is completed;
<b>“Project Milestone”</b>	means a stage in the Project as set out in the Project Plan;
<b>“Project Plan”</b>	means a document provided by Us setting out the Services We will provide and the Project Milestones;
<b>“Project”</b>	Means, collectively, the Services We are providing, as set out in the Project Plan;
<b>“Services”</b>	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation) and which will, together, form the Project;
<b>“Special Price”</b>	means a special offer price payable for Services which We may offer from time to time;
<b>“Order”</b>	means your order for the Services [as attached] <b>OR</b> [as shown overleaf];
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;

**“We/Us/Our”** means <<insert name of Service Provider>> [, trading as <<insert trading name if different from company 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 registered address>> and] whose main trading address is <<insert address>>.

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.

## 2. Information About Us

- 2.1 <<insert name of Service Provider>> [, trading as <<insert trading name if different from company name>>,) is 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 registered address>> and] whose main trading address is <<insert address>>.
- 2.2 [Our VAT number is <<insert VAT number>>.]
- 2.3 [We are regulated by <<insert name(s) of regulator(s)>>.]
- 2.4 [We are a member of <<insert name(s) of association(s) etc.>>.]
- 2.5 [<<Insert further information as required>>.]

## 3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between you and Us. Before submitting an 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.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between you and Us will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Services;
- 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);

S

- 3.4.3 The total Price of the Services is to be calculated in the manner in which the Services are provided, including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which the Price will be calculated;
- 3.4.4 The arrangements for the performance and the time by which (or within which) the Services will be provided;
- 3.4.5 Our complaint handling procedures;
- 3.4.6 Where applicable, any after-sales services and commercial guarantees;
- 3.4.7 The duration of the Services, whether determinate or indeterminate, and the conditions for extension, if applicable, or if the Contract is of indefinite duration, whether to be extended automatically, the conditions for termination;
- 3.4.8 [Where applicable, any technical protection measures, including appropriate technical protection measures;]
- 3.4.9 [Where applicable, any compatibility of digital content with hardware and software that you are aware of or might reasonably be expected to be aware of;]

A

M

**4. Orders**

- 4.1 All Orders for Services will be subject to these Terms and Conditions.
- 4.2 Where the Project Plan (or the Services provided by Us) is to be divided into Project Milestones, you must provide certain information in your Order that will enable Us to provide the Services properly and put together the Project Plan.
- 4.3 You may, upon receipt of the Project Plan, make changes to your Order, but we will make reasonable efforts to accommodate your changes.
- 4.4 If your Order is changed, you will be notified of any change to the Price in writing.
- 4.5 You may cancel your Order within a certain time period>> of placing it. If you have already made a payment, the payment (under Clause 5 (including, but not limited to the Deposit) will be refunded to you as soon as possible, and in any event within 14 Calendar Days of Cancellation. [If you request that your Order be cancelled, please state this in writing.] If you wish to cancel the Services, please state this in writing. If you wish to cancel the Services, please state this in writing.
- 4.6 We may cancel your Order before We begin providing the Services due to the unavailability of personnel or materials, or due to the occurrence of circumstances beyond our reasonable control. If such cancellation is necessary, we will notify you as soon as is reasonably possible. If you have made a payment to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. All cancellations will be confirmed in writing.

P

L

E

S

A

M

P

L

E

5. **Price and Payment**

- 5.1 The Price of the Services shown in Our <<insert document, e.g. price list>> in place of the Price shown in your Order differs from Our current <<insert document, e.g. price list>> We will inform you upon receipt of your Order.
- 5.2 If We quote a Special Price to the Price shown in Our current <<insert document, e.g. price list>> Special Price will be valid for <<insert document, e.g. price list>> or, if the Special Price is an advertised special offer, for the period shown in the <<insert document, e.g. price list>> Orders placed during this period will be accepted at the Special Price. We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change. Price changes will not affect Orders that We have already received.
- 5.4 All Prices include VAT. We will adjust the rate of VAT that you must pay. Changes in VAT rates will not affect any sums due where We have already received payments from you.
- 5.5 Before We begin providing the Services, you will be required to pay a Deposit of <<insert percentage>> of the Price for the Services. The due date for payment of your Deposit is shown in the Order Confirmation.
- 5.6 In certain circumstances, your Deposit will be cancelled, your Deposit will be refunded in full or in part. The amount of your Deposit will be calculated based upon the Price for the Services shown in <<insert document, e.g. price list>>, and the amount of work (if any) completed by Us. Please refer to sub-Clause 4.5 and 4.6 if your Deposit is cancelled before the Services begin, or to Clause 10 if the Services have begun.
- 5.7 The Total Price for the Services is provided into a series of Milestone Payments. We will make a Milestone Payment upon completion of the Services by Us of the corresponding Milestone.
- 5.8 We accept the following methods of payment:
  - 5.8.1 <<insert type of payment method>>
  - 5.8.2 <<insert type of payment method>>
  - 5.8.3 <<insert type of payment method>>
  - 5.8.4 <<insert type of payment method>>
  - 5.8.5 <<add more payment methods if required>>.
- 5.9 [Credit and/or debit card payments will be charged at the <<insert point at which a card will be charged>>.]
- 5.10 If you do not make payment by the due date shown in the relevant invoice, We may charge you interest on the overdue sum at the rate of <<insert percentage>> per annum above the base lending rate of <<insert bank name>>. Interest will accrue on a daily basis from the due date of payment to the actual date of payment of the overdue sum, whether or not you have made any payment. You must pay any interest due when paying any overdue sum.
- 5.11 The provisions of this Clause do not apply if you have promptly contacted Us to dispute the Price. No interest will accrue while such a dispute is ongoing.

S

A

M

P

L

E

6. Providing the Services

- 6.1 As required by law and good practice, consistent with the standards of care, consistent with the standards of the market/sector/industry and in accordance with any applicable laws and regulations in the United States.
- 6.2 We will begin providing the Services on the start date specified in the Project Plan.
- 6.3 We will continue providing the Services in accordance with the schedule set out in the Project Plan.
- 6.4 We will use reasonable care and skill to complete each Project Milestone on time and in accordance with the Project Plan. We cannot, however, be held responsible for any delay or non-completion of the Services if a delay or non-completion outside of Our control occurs. Please see Clause 9 for events of force majeure.
- 6.5 If the Project falls behind schedule, in the opinion of either Us or you, a meeting may be required to discuss the Project, the rectifying of the delay and putting the Project back on schedule in accordance with the Project Plan.
- 6.6 If We require any information from you in order to provide the Services, We will request such information as soon as is reasonably possible. [Examples of what we may require are: <<insert examples>>.]
- 6.7 If the information or materials provided to Us under sub-Clause 6.6 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay or non-completion of the Services required from Us to correct or compensate for a delay or non-completion as a result of incomplete or otherwise incorrect information or materials. We may charge you a reasonable fee for the time and materials spent in correcting the information or materials.
- 6.8 In certain circumstances, if you do not provide Us information or materials as required under sub-Clause 6.6, We may suspend the Project (and suspend any Milestone Payments) (that suspension in writing).
- 6.9 In certain circumstances, where We encounter a technical problem, We may suspend the Project in order to resolve the issue. Unless the issue is resolved, We will require immediate attention We will suspend the Services.
- 6.10 If the Project is suspended under Clauses 6.8 or 6.9, you will not be required to make any Milestone Payments during the period of suspension. You must continue to make any Milestone Payments for Project Milestones that have already been completed by their due date(s).
- 6.11 If you do not pay any sums due to Us as required by Clause 5, We may suspend the Project. We will charge you interest on all outstanding sums due. If this happens, We will suspend the Project. This does not affect Our right to continue to provide the Services.

services with reasonable skill and care and standards in the <<insert sector>> OR [industry], and in accordance with any applicable laws and regulations in the United States.

date specified in the Project Plan.

et out in the Project Plan.

each Project Milestone on time and in accordance with the Project Plan. We cannot, however, be held responsible for any delay or non-completion outside of Our control occurs. Please see Clause 9 for events of force majeure.

the opinion of either Us or you, a meeting may be required to discuss the Project, the rectifying of the delay and putting the Project back on schedule in accordance with the Project Plan.

from you in order to provide the Services, We will request such information as soon as is reasonably possible. <<insert examples>>.]

under sub-Clause 6.6 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay or non-completion of the Services required from Us to correct or compensate for a delay or non-completion as a result of incomplete or otherwise incorrect information or materials. We may charge you a reasonable fee for the time and materials spent in correcting the information or materials.

there is a delay in you sending information or materials as required under sub-Clause 6.6, We may suspend the Project (and suspend any Milestone Payments) (that suspension in writing).

where We encounter a technical problem, We may suspend the Project in order to resolve the issue. Unless the issue is resolved, We will require immediate attention We will suspend the Services.

under Clauses 6.8 or 6.9, you will not be required to make any Milestone Payments during the period of suspension. You must continue to make any Milestone Payments for Project Milestones that have already been completed by their due date(s).

required by Clause 5, We may suspend the Project. We will charge you interest on all outstanding sums due. If this happens, We will suspend the Project. This does not affect Our right to continue to provide the Services.

7. Problems with the Services

- 7.1 We always use reasonable care and skill to ensure that Our provision of the Services is trouble-free. If, however, you experience a problem with the Services We request that you inform Us as soon as is reasonably possible [(you do not need to contact Us in writing).

ts

that Our provision of the Services is trouble-free. If, however, you experience a problem with the Services We request that you inform Us as soon as is reasonably possible [(you do not need to contact Us in writing).

S

7.2 We will use reasonable efforts to resolve any problems with the Services as quickly as is reasonable. [In emergency situations, such as those where a gas leak or living in your property may be affected, We will use reasonable efforts to remedy problems within 24 hours.]

7.3 We will not charge you for problems under this Clause 7 where the problems have been caused by our agents or employees or subcontractors or where the problem has been caused by information or action provided or taken by you, subcontractors or other third parties. We may charge you for remedial work.

7.4 As a consumer, you should take care when using our services. For full details of our services and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards. If you use our Services with reasonable skill and care, you should not expect repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to request repeat performance if the Services are not performed in line with information provided about them, you also have the right to request repeat performance if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns the performance of the Services), you have the right to request repeat performance for any reason We are required to repeat the Services for legal reasons. We will not charge you for the same repeat performance. In certain circumstances, up to the full Price already paid may result in a full or partial refund (and in any event, We agree that you have the right to request an alternative method originally used for payment in addition to your legal rights and remedies if We use

A

M

P

8. **Our Liability**

8.1 We will be responsible for any loss or damage that you may suffer as a result of Our breach of the Contract or negligence (including our agents or subcontractors). Loss or damage is foreseeable as a consequence of the breach or negligence or if it is created by you and Us when the Contract is made. We will not be responsible for any loss or damage that is not foreseeable.

8.2 We provide Service warranty or representation for use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes (including resale). By making your Order, you agree that you are not liable to us for any loss or damage for any loss of business, interruption to business or

8.3 [If We are providing services and We cause any damage, We will make good the damage at our own cost to you. We are not responsible for any damage in or to your property that we discover.]

L

E

S

8.4 Nothing in these Terms and Conditions shall seek to exclude or limit Our liability for death or personal injury or property damage, or for negligence (including that of Our employees, agents or subcontractors) or for fraud or fraudulent misrepresentation.

8.5 Nothing in these Terms and Conditions shall seek to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in breach of our obligations about the Services or about Us.

8.6 Nothing in these Terms and Conditions shall seek to exclude or limit Your legal rights as a consumer. For more information about Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

A

9. **Events Outside of Our Control**

9.1 We will not be liable for any failure to perform the Services where that failure is caused by an event outside Our reasonable control. Such events include, but are not limited to: power failure, internet service provider outages, network outages or other industrial action by third parties, riots, strikes, terrorism, fire, explosion, flood, storms, earthquakes, subsidence, pandemics (threatened or actual), acts of war (including preparations for war), epidemic or other natural disasters. Events outside Our control that is beyond Our reasonable control.

9.2 If any event described in 9.1 occurs that is likely to adversely affect Our performance of the Services under these Terms and Conditions:

9.2.1 We will inform you as soon as is reasonably possible;

9.2.2 Our obligations under these Terms and Conditions will be suspended during the period of the event and by will be extended accordingly;

9.2.3 We will inform you as soon as is reasonably possible outside of Our control is over and we will endeavour to resume the Services as soon as it is possible or availability of Services as soon as it is possible;

9.2.4 If an event described in 9.1 occurs and you wish to cancel the Contract, you may do so at any time. Your right to Cancel under sub-Clause 10.1 shall be suspended during the period of that event and shall resume as is reasonably possible, and you shall be entitled to a refund of any amount paid within 14 Calendar Days of Our acceptance of your cancellation notice.

9.2.5 If the event described in 9.1 continues for more than <<insert period>> we shall be entitled to suspend the Contract in accordance with Our obligations under sub-Clause 10.6.3 and inform you of the suspension as a result of that cancellation as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice.

M

P

L

10. **Cancellation**

10.1 If you wish to cancel the Contract before the Services begin, you may do so under sub-Clause 9.2.4.

10.2 Once We have begun the Services, you are free to cancel the Contract at any time.

E

S

A

M

P

L

E

Services and the Contract. We will invoice you for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If Services that We have provided but that you have not yet paid for represent less than a full Project Milestone, the amount due will be reduced accordingly.

10.3 If any of the following events occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, you will be required to make payment in accordance with Clause 5. If Services that We have provided but that you have not yet paid for represent less than a full Project Milestone, the amount due will be reduced accordingly. If you cancel the Services and the Contract because of Our breach, you will not be required to give any material way and have failed to provide a remedy that is satisfactory to Us in writing; or

10.3.1 We have breached the Contract in a material way and have failed to provide a remedy that is satisfactory to Us in writing; or

10.3.2 We enter into liquidation, administration or receivership, or are taken over by a liquidator, administrator or receiver appointed by a court;

10.3.3 We are unable to perform our obligations under the Contract due to an event outside of Our control (as defined in Clause 1.1); or

10.3.4 We change our business structure in a way that is materially disadvantageous to you.

10.4 We may cancel your order for Services before the Services begin under sub-Clause 4.6.

10.5 Once We have been notified in writing that you have cancelled the Services, We may cancel the Services and the Contract at any time by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If Services that We have provided but that you have not yet paid for represent less than a full Project Milestone, the amount due will be reduced accordingly.

10.6 If any of the following events occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If Services that We have provided but that you have not yet paid for represent less than a full Project Milestone, the amount due will be reduced accordingly.

giving Us <<insert period>> written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, you will be required to make payment in accordance with Clause 5. If Services that We have provided but that you have not yet paid for represent less than a full Project Milestone, the amount due will be reduced accordingly.

cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, you will be required to make payment in accordance with Clause 5. If Services that We have provided but that you have not yet paid for represent less than a full Project Milestone, the amount due will be reduced accordingly. If you cancel the Services and the Contract because of Our breach, you will not be required to give <<insert period>>

any material way and have failed to provide a remedy that is satisfactory to Us in writing; or <<insert period>> of you asking Us to do so

administrator or receiver appointed by a court;

es due to an event outside of Our control (as defined in Clause 1.1); or

ons to your material disadvantage.

s before the Services begin under

es, We may cancel the Services and the Contract at any time by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If Services that We have provided but that you have not yet paid for represent less than a full Project Milestone, the amount due will be reduced accordingly.

cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If Services that We have provided but that you have not yet paid for represent less than a full Project Milestone, the amount due will be reduced accordingly.



S

make payment in full for the Services provided but that you have not reached a Milestone, the amount payable is required to give <<insert amount>>

Clause 5. If Services that We have provided represent less than a full Project Milestone, the amount payable is required accordingly. We will not be required to give <<insert amount>> in these circumstances:

10.6.1 You fail to make payment for the Services and this does not affect the amount payable under Clause 5.10;

<<insert amount>> as required under Clause 5 (this clause does not apply to interest on overdue sums under sub-Clause 5.10);

10.6.2 You have breached the Services in any material way and have failed to provide a remedy that is acceptable to Us in writing; or

<<insert amount>> in any material way and have failed to provide a remedy that is acceptable to Us in writing; or

10.6.3 We are unable to complete the Services due to an event outside of Our control (for a full list of events see sub-Clause 9.2.5).

<<insert amount>> due to an event outside of Our control (for a full list of events see sub-Clause 9.2.5).

10.7 For the purposes of sub-Clause 10.6.2) a breach of the Services is not considered material if it is minor or trivial in its consequences. A breach of the Services is considered material if it is not minor or trivial in its consequences. A breach is material if it is not minor or trivial in its consequences, or if it is caused by an accident, mishap, or

<<insert amount>> in particular, sub-Clauses 10.3.1 and 10.6.2) a breach of the Services is not considered 'material' if it is not minimal in its consequences. A breach of the Services is considered 'material' if it is not minimal in its consequences. A breach is material if it is not minimal in its consequences, or if it is caused by any accident, mishap, or

**11. Communication and Contact**

11.1 If you wish to contact Us, please contact Us by telephone at <<insert number>> or by email at <<insert email address>>

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

11.2 In certain circumstances, you may cancel your Order, for example if you are unable to contact Us in writing.

<<insert amount>> Us in writing (when cancelling an Order, for example if you are unable to contact Us in writing). When cancelling an Order, for example if you are unable to contact Us in writing, you must use the following methods:

11.2.1 Contact Us by telephone at <<insert telephone number>> or

<<insert email address>>; or

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

<<insert telephone number>>, <<insert company name>>, <<insert address>>

**12. Complaints and Feedback**

12.1 We always welcome your feedback and will endeavour to resolve all reasonable enquiries. Your feedback to Us is a positive opportunity for Us to hear from you if you have any concerns or complaints.

<<insert amount>> customers and, whilst We always use your feedback to improve our Services, we also value your experience as a customer of Us. We always welcome your feedback and will endeavour to resolve all reasonable enquiries. Your feedback to Us is a positive opportunity for Us to hear from you if you have any concerns or complaints.

12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert address>>.

<<insert amount>> with Our complaints handling policy and procedure, available at <<insert address>>.

12.3 If you wish to complain about the Services, but not limited to, the Services, please contact Us in writing.

<<insert amount>> of your dealings with Us, including, but not limited to, the Services, the Contract, or the Services, please contact Us in writing.

12.3.1 [In writing, please provide the following information: your name and/or position and/or department]

<<insert amount>> the following information: your name and/or position and/or department]

12.3.2 [By email, please provide the following information: your name and/or position and/or department]

<<insert amount>> the following information: your name and/or position and/or department]

12.3.3 [Using Our complaints form;]

<<insert amount>> the instructions included with the complaints form;]

A

M

P

L

E

12.3.4 [By contacting  
choosing op

<insert telephone number>> [and  
when prompted.]]

### 13. How We Use Your Personal Information (Data Protection)

13.1 All personal information  
held in accordance  
Data Protection Reg

will be collected, processed, and  
EU Regulation 2016/679 General  
ur rights under the GDPR.

13.2 For complete details  
personal data includ  
data is used, the le  
how to exercise the  
refer to Our Privacy

processing, storage, and retention of  
the purpose(s) for which personal  
using it, details of your rights and  
sharing (where applicable), please  
<insert location>>.

### 14. Other Important Terms

14.1 We may transfer (a  
Conditions (and un  
happen, for exampl  
informed by Us in v  
not be affected and  
transferred to the th

and rights under these Terms and  
applicable) to a third party (this may  
ness). If this occurs you will be  
r these Terms and Conditions will  
ese Terms and Conditions will be  
bound by them.

14.2 You may not transf  
and Conditions (an  
written permission.

ons and rights under these Terms  
s applicable) without Our express

14.3 The Contract is bet  
person or third part  
enforce any provisio

not intended to benefit any other  
n person or party will be entitled to  
onditions.

14.4 If any of the prov  
unlawful, invalid or  
that / those provisio  
Terms and Condition  
valid and enforceabl

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

14.5 No failure or delay  
and Conditions mea  
a breach of any pro  
waive any subsequ

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

### 15. Governing Law and Jurisdiction

15.1 These Terms and C  
and Us (whether  
construed in accord  
[Scotland].

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

15.2 As a consumer, yo  
your country of resi  
reduces your rights

mandatory provisions of the law in  
Clause 15.1 above takes away or  
those provisions.

15.3 Any dispute, contro  
to these Terms and

claim between you and Us relating  
t, or the relationship between you

and Us (whether co  
the courts of Englan  
your residency.

shall be subject to the jurisdiction of  
Northern Ireland, as determined by

S

A

M

P

L

E