

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 <<insert country>>] [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>>] [e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [registered in <<insert country>>] [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;

“Calendar Day”

any day of the year;

“Commercial Unit”

any unit of Goods, the character and/or value of which is not 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 attached to the Order Confirmation];

“Order Confirmation”

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

“We/Us/Our”

the business <<insert business name>> [, trading as <<insert business name>>] [e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [registered in <<insert country>>] [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 means.

1.2 Each reference in these Terms and Conditions to an expression includes that expression in writing” and any similar expressions whether sent by e-mail, [text message,] fax or other electronic means.

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2. Information About Us

- 2.1 <<insert business name or trading name if different from company name>>], <<insert trading name if different from company name>>], of type, e.g. Sole Trader, Partnership, LLP, Private Limited Company, etc. Registered in England under number <<insert registration number>>. Registered address is <<insert registered address>>. Corresponding address is <<insert 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>>].

3. The Contract

- 3.1 These Terms and Conditions form the basis of the Contract for 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 the Terms and Conditions carefully. If you are unsure about any of the 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, and confirmed by Us, constitutes 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 the information 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 (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 by which We will deliver the Goods;
 - 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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5.3 If your Order is changed, you will be notified in writing. You are responsible for any change to the Price in writing.

5.4 You may cancel your Order by contacting Us. If you have already made payment, your payment will be refunded to you. This does not apply to bespoke Goods. If you cancel due to an event of force majeure, we will only accept cancellation for bespoke Goods if the Goods have not yet begun making or altering. If you cancel, you must confirm this cancellation 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 (if, for example, the supplier is unable to re-stock (if, for example, the supplier is unable to re-stock); or

5.5.2 An event of force majeure continues for more than <<insert time period>> (please see clause 11.2.5 for events outside of Our control).

5.6 If We cancel your Order under clause 5.5 and you have already paid for the Goods under Clause 6, you will be refunded to you within <<insert time period>>. If We cancel your Order, the cancellation will be confirmed by Us in writing.

6. Price and Payment

6.1 The Price of the Goods shown on our <<insert document, e.g. price list>> in force at the time you place your Order. If the Price shown in your Order differs from Our current Price, you will be charged the Price shown to you upon receipt of your Order.

6.2 If We quote a Special Price to you, this Special Price will be valid for <<insert period>> or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Goods placed during this period will be subject to the Special Price. We do not accept the Order until after the period has expired.

6.3 Our Prices may change from time to time. These changes will not affect any Orders that We have already received.

6.4 We have made every effort to ensure that Our Prices, as shown in our <<insert document, e.g. price list>> are correct. Prices will be correct unless the actual Price of the Goods is lower than that stated. You will be charged the lower Price (unless the lower Price is a clerical mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, you may wish to proceed.

6.5 All Prices include VAT. VAT rates may change between the date of your Order and the date you must pay. Changes in VAT rates will adjust the rate of VAT that you must pay on any Prices where We have already received payment in full.

6.6 Our Prices [include] <<insert text>> of delivery. [Delivery costs will be added on to the final Price.]

6.7 All payments for Goods must be made in advance before We can despatch the Goods to you.

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6.8 We accept the following terms and conditions:

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 terms and conditions if required>>.

6.9 [Credit and/or debit card payments are subject to payment by Us until We despatch the Goods to you.]

6.10 If you do not make payment by the due date [as shown in/on <<insert document e.g. invoice or order confirmation etc.>>] We may charge you interest on the overdue sum of <<insert percentage between 2 and 4>>% per annum at the rate of <<insert bank name>> from time to time. Interest will accrue on a daily basis from the due date for the overdue sum, whether before or after judgment. The provisions of this clause do not apply if you have promptly contacted Us to dispute the sum. No interest will accrue while such a dispute is ongoing.

6.11 The provisions of this clause do not apply if you have promptly contacted Us to dispute the sum. No interest will accrue while such a dispute is ongoing.

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7. Delivery

7.1 Please note that delivery will be made as soon as possible within [the United Kingdom] OR [<<insert a more specific location>>].

7.2 When We provide an estimated delivery date, We will provide an estimated delivery date. However, estimated delivery dates may vary according to the location of the Goods, 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 yourself you may do so during Our business hours of <<insert hours>>.

7.4 Delivery will be made to the address specified in your Order and you (or someone identified by you) have responsibility for the collection of the Goods or, if you are collecting the Goods, you have collected the Goods.

7.5 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will inform you that the Goods have been returned to Our premises and you contact Us to arrange re-delivery.

7.6 The responsibility (and the "risk") for the Goods remains with Us until delivery is made to you 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 pay for a nominated 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.

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7.7 You own the Goods

payment in full for them.

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7.9 Please note careful

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without undue delay.

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and We will reimburse you without

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in the agreed time period or at the
fail to deliver, you may treat the
will reimburse you without undue

7.10 If any of the events
Contract as being a
continue to fail to de
end and We will rei

r you may, instead of treating the
delivery time or time period. If We
y treat the Contract as being at an
e delay.

7.11 If, despite the even
Contract as being a
Goods will be unaff
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7.10, you choose not to treat the
cancel your Order or to reject the
will reimburse you without undue

7.12 If the Goods form a
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may only reject or cancel all of the

8. **Faulty, Damaged or Incon**

8.1 By law, We must p
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replacement. Plea
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those Goods.

satisfactory quality, fit for purpose
accordance with any pre-contract
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you receive them, or if you receive
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arrange for a refund, repair or
s are incorrect as a result of your
than them not matching Our
6, you will not be able to return

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or if the 30 Calendar
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u do not wish to reject the Goods,
d, you may request that the Goods
k months after you have received

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replacement unless We can prove... you bought the Goods. After the... the defect was present at the time... or replacement. We will bear any... repair or replacement within a... inconvenience to you. In some cases,... otherwise disproportionate, We may... cement instead of a repair or vice

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If you request a rep... that period will be... and will resume o... Goods. If less than... extended to 7 Caler

g the first 30 Calendar Day period,... carry out the repair or replacement... give the replacement or repaired... out of the original period, it will be

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ds still do not conform (or if We... above, or have failed to act within... you significant inconvenience), you... ds at a reduced price, or to reject

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Goods more than six months after...), we may reduce any refund to... s.

Within a period of... them), if the Goods... their nature), you m... after six months ha... proof will be on you... time of delivery.

ive the Goods (and ownership of... e length of time (depending upon... refund. Please be remember that... eceived the Goods, the burden of... t or non-conformity existed at the

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8.3 Please note that yo... informed you of any... your purchase of th... purpose that is nei... resulted from your... result of normal w... Please also note th... merely because yo... details of what to do

claim under this Clause 8 if We... r problems with the Goods before... hased the Goods for an unsuitable... nown to Us and the problem has... t purpose; or if the problem is the... r intentional or careless damage... Goods to Us under this Clause 8... ind. Please refer to Clause 9 for... t.

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8.4 To return Goods to... person during Our... return them to Us... alternatively reques... the Goods are read... solely responsible... appoint a third part... with all relevant det... Goods under this C

r this Clause 8, you may do so in... ert business hours>> or you may... able delivery choice. [You may... ods from you. Please ensure that... greed time and location. We are... s in this case, however We may... n which case We will provide you... sponsible for the costs of returning... e you where appropriate.

8.5 Refunds (whether... Clause 8 will be is... agree that you are e

y reductions in price) under this... ar Days of the day on which We

8.6 Any and all refunds... paid by you when th

se 8 will include all delivery costs... purchased.

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8.7 For full details of your rights as a consumer, please contact your local Citizens Advice Bureau or the Trading Standards Office.

9. **Returning Goods If You Change Your Mind**

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9.1 If you are not satisfied with the Goods you have purchased from Us you have the right to return the Goods for a refund [or a replacement], subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods which are not returned to Us. Your legal rights. For such Goods please refer to Clause 9.1.

9.2 This Clause 9 does not apply to Goods which have been produced or altered in any way since they were first produced. Goods which We have produced or altered in any way since they were first produced cannot be returned if you change your mind.

9.3 If you wish to return Goods under Clause 9 you must do so within the time period specified in Clause 9.3 (or for collecting them from Us), telling Us why you wish to return the Goods.

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

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

9.6 [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 may charge you for collection of the Goods under Clause 9.]

9.7 Refunds or replacements will be made to you immediately if you return Goods to Us in person or within the time period >> of Our receipt of the Goods if you return them by post or similar delivery service [or if We collect the Goods from you].

9.8 Please note that the time period (guarantee) applies only to Goods which are not returned to Us. The provisions of this Clause 9 do not apply to Goods which are not returned to Us.

10. **Our Liability**

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10.1 We will be responsible for any loss or damage that you may suffer as a result of Our breach of the Contract or as a result of Our negligence (including the negligence of our agents or sub-contractors). Loss or damage is foreseeable if it is a foreseeable consequence of Our breach or negligence or if it is a direct consequence of Our negligence. We will not be liable for any loss or damage that is not 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. If you use the Goods for commercial, business or industrial use, you agree that you will not be liable to you for any loss or damage to your business or for any loss of business opportunity.

10.3 Nothing in these Terms and Conditions shall seek to exclude or limit Our liability for any loss or damage that you may suffer as a result of Our breach of the Contract or as a result of Our negligence (including the negligence of our agents or sub-contractors).

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13. **Complaints and Feedback**

- 13.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve your experience as a customer of Ours is a positive one, we do want 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.
- 13.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 13.3.1 [In writing, to <<insert name and/or position>>, <<insert address>>];
 - 13.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>];
 - 13.3.3 [Using Our complaint form, following the instructions included with the form;]
 - 13.3.4 [By contacting <<insert telephone number>> [and <<insert fax number>> when prompted.]]

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

- 14.1 All personal information that we collect will be collected, processed, and held in accordance with Our Data Protection Policy, in accordance with EU Regulation 2016/679 General Data Protection Regulation, and your rights under the GDPR.
- 14.2 For complete details of the processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy at <<insert location>>.

15. **Other Important Terms**

- 15.1 We may transfer (and you may be transferred) your obligations and rights under these Terms and Conditions (and any other applicable law) to a third party (this may include a business). If this occurs you will be notified in writing. Your obligations under these Terms and Conditions will not be affected and you will remain bound by these Terms and Conditions if these Terms will be transferred to a third party.
- 15.2 You may not transfer your obligations and rights under these Terms and Conditions (and any other applicable law) without Our express written permission. However, that you can transfer the benefit of the extended return period (as guaranteed) in Clause 9 without our consent.
- 15.3 The Contract is between Us and you and is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of these Terms and Conditions (except the benefit of the extended return period (as guaranteed) in Clause 9).

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15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless remain valid and enforceable insofar as they can be severed from the remainder of these Terms and Conditions shall be severed.

15.5 No failure or delay in exercising any of Our rights under these Terms and Conditions means that right, and no waiver by Us of any of Our rights under these Terms and Conditions means that We will not be deemed to have waived any other provision.

16. **[Alternative Dispute Resolution]**

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16.1 Alternative dispute resolution refers to ways of resolving disputes between a consumer and Us without going to court.

16.2 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>>.

16.3 Complaints can be made to <<insert name of ADR provider>> via their website at <<insert website address>>.

16.4 [<<insert name of ADR provider>>] will not charge you for making a complaint, and you may still be able to make a complaint if you are not satisfied with the outcome of the ADR process.

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17. **Governing Law and Jurisdiction**

17.1 These Terms and Conditions and the relationship between you and Us (whether you are a consumer or not) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

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17.2 As a consumer, you may not be able to rely on mandatory provisions of the law in your country of residence if Clause 17.1 above takes away or restricts those provisions.

17.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are a consumer or not) shall be subject to the jurisdiction of the courts of England and Wales, Northern Ireland, or Scotland, as determined by your residency.

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