

BACKGROUND:

These Terms and Conditions are made available to you by the following method, e.g. telesales>> by <<insert method>> by <<insert trading name if different from company name>>], <<insert type, e.g. Sole Trader, Partnership, LLP, Private Limited Company>> in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert main trading address>>]

for the sale of goods via <<insert method>> by <<insert trading name if different from company name>>], <<insert type, e.g. Sole Trader, Partnership, LLP, Private Limited Company>> in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert main trading address>>]

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

the following expressions shall have the meanings:

“Business Day”

any day other than Saturday or Sunday or bank holiday;

“Calendar Day”

any day of the year;

“Chosen Carrier”

the carrier of delivery service>>, whom We shall deliver the Goods to you;

“Contract”

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

“Goods”

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

“Month”

any month;

“Order”

the order for the Goods, made via <<insert method>> by <<insert trading name>>];

“Order Confirmation”

the order confirmation and confirmation of your Order in Clause 3;

“Pre-Contract Information”

information about <<insert company name>>, including details of your legal rights that We are bound by under the Consumer Contracts Regulations (including Information and Additional Charges) and some of which will be provided to you by Our salespeople over the telephone or by email of] which will be made available to you by the method, location etc.>>];

“Premium Delivery”

any premium delivery option(s), available for an additional charge over Standard Delivery as set out in Clause 3;

“Price”

the price payable for the Goods;

“Returns Address”

the address / department name and telephone number to which you should return the Goods;

“We/Us/Our”

2.5 [<<Insert further info

3.3 A legally binding document is required for the acceptance of your order. Confirmations will be provided to you by email.

4.1 We have made even more illustrations, photographs, and marketing literature.

and you will be created upon Our
Our Order Confirmation. Order
<insert method, e.g. email>.

ensure that the Goods conform to the specifications provided in Our sales and marketing materials [including, but not limited to, the information provided by Our salespeople]. We

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- by Our salespeople] **AND/OR**
 ue>>] at the time of your Order.
 e will be valid for <<insert period>>
 tised special offer, for the period

- shown in the advertisement, you must provide a valid promotion or voucher code and enter the code when making your purchase. The Special Price will not be available to you. A Special Price will be accepted at your Order until after the period has expired.
- 6.3 Our Prices may change. 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 location>>, are correct. Prices will be checked at the time of your Order. If the Price of the Goods is lower than that shown in Our <<insert location>>, you will be charged the lower Price. If the Price is higher than that shown in Our <<insert location>>, we will inform you and ask you how you wish to proceed.
- 6.5 All Prices include VAT. Changes between the date of your Order and the date of payment will adjust the rate of VAT that you must pay. Changes to any Prices where We have already received payment from you will not affect your Order.
- 6.6 Our Prices do not include delivery. We [normally] offer the following delivery options. We note that your choices may be limited for certain Goods. The cost of delivery for those Goods will be added on to the final sum due (please refer to our website for delivery pricing information):
- 6.6.1 Standard Delivery
- 6.6.2 Premium Delivery
- 6.6.2.1 <<insert description>>
- 6.6.2.2 <<insert description>>
- 6.6.2.3 <<add more options if required>>.
- 6.7 All payments for Goods must be made in advance before We can dispatch the Goods to you.
- 6.8 We accept the following payment methods:
- 6.8.1 <<insert payment method>>
- 6.8.2 <<insert payment method>>
- 6.8.3 <<add more options if required>>.
- 6.9 [We do not charge a fee for the use of credit cards.]
- OR
- [We add a <<insert point at which cards are charged, e.g. "when you place your order to you">>.]
- 6.10 [Credit and/or debit cards are accepted. <<insert point at which cards are charged, e.g. "when you place your order to you">>.]
- 6.11 [If you do not make payment by the date on which that payment is due, We may charge a late fee of <<insert percentage between 1% and 5% above the base lending rate of the bank named in our Terms and Conditions (Business to Consumer) interest will accrue on a daily basis.]

- from the due date for payment of the overdue sum, whether before or after the date of payment of the overdue sum, you must pay any interest due when the sum is paid.
- 6.12 [The provisions of this clause shall not apply if you have promptly paid the sum in full with interest in good faith. No interest will accrue while such a dispute is on foot.]
- 7. Delivery**
- 7.1 Please note that delivery of the Goods will be made within [the United Kingdom] OR [insert description of location].
- 7.2 When We send you an Order Confirmation, We will provide, along with a confirmation of the order, an estimated delivery date. These dates may vary according to the availability of Goods. In any event, subject to any longer period to which you agree when placing the order (for example, Goods that We stock only on demand, you no more than 30 Calendar Days after the date that the Goods are ordered (see sub-Clause 3.3)).
- 7.3 [If you indicate when placing the order that you wish to collect the Goods from Us yourself you must collect the Goods during Our Order Confirmation, during Our business hours.]
- 7.4 Delivery will be deemed to have taken place when the Goods have been received [by you (or a person acting on your behalf)] at your chosen delivery address [or, if you have indicated that you will collect the Goods from Us yourself, when you have collected the Goods from Us.]
- 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 Us, re-delivery may be arranged.]
- OR**
- 7.5 [If for any reason We are unable to deliver the Goods at your chosen delivery address, you must leave a note informing the Carrier's distribution centre that the Goods have been returned to the Chosen Delivery Address. You must then contact them to arrange re-delivery">>.]
- 7.6 The responsibility (and the "risk") for the Goods remains with Us until delivery of the Goods to you in sub-Clause 7.4 at which point it will pass to you.
- 7.7 You own the Goods from the time of payment in full for them.
- 7.8 [Please note that delivery of the Goods may require more time:
- 7.8.1 <<insert position of delivery address>>]
- 7.8.2 <<insert position of delivery address>>]
- 7.8.3 <<add more details of delivery address>>]
- 8. Faulty, Damaged or Incomplete Goods**
- 8.1 By law, We must provide Goods of satisfactory quality, fit for purpose,

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in accordance with any pre-contractual obligations to match any samples or models that you have made you aware of any discrepancy in the Goods, that digital content or digital services purchased do not comply and, for the purpose of this warranty, you receive them, or if you receive them, as reasonably possible to inform you of the defect and to arrange for a refund, repair or replacement of the Goods.

- goods (and ownership of them) you return the Goods to us and to receive a full refund if you do not wish to reject the Goods, and, you may request that the Goods be replaced within 6 months after you have received the Goods unless we can prove to you that you bought the Goods. After the 6 months, if the defect was present at the time of purchase or replacement. We will bear any cost of repair or replacement within a reasonable time and convenience to you. In some cases, if the defect is otherwise disproportionate, We may offer a refund instead of a repair or vice versa.

- nt during the first 30 Calendar Day
hile We carry out the repair or
at you receive the replacement or
s remain out of the original period,

- Goods still do not conform (or if described above, or have failed to act without causing you significant harm) to keep the Goods at a reduced price.

- If the Goods more than six months (em), we may reduce any refund to \$.

- er you receive the Goods (and
last a reasonable length of time
entitled to a partial refund. Please
passed since you received the
to prove that the defect or non-

- claim under this Clause 8 if We have problems with the Goods before we have used the Goods for an unsuitable period known to Us and the problem has not been for its intended purpose; or if the problem is the result of intentional or careless damage. We will refund the price of the Goods to Us under this Clause 8 if you are a consumer, you can return the Goods within the off period within which you can return the Goods under Clause 9 for more details.

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- 9.4.1 [If the Goods are returned for hygiene reasons and you have unsealed them;]
- 9.4.2 [If the Goods are returned by audio or video recordings (e.g. CD or DVD) or sealed in their original packaging and you have unsealed those Goods after receipt;]
- 9.4.3 [If the Goods are returned mixed with other items (according to their nature) and you have unsealed them.]]
- 9.5 You must return the Goods to Us within less than <<insert period, minimum 14>> Calendar Days after the date on which you have informed Us that you wish to cancel under this Clause 9.
- 9.6 You may return Goods to Us during Our business hours of <<insert period>> by post or another suitable delivery service of your choice. For Goods returned under this Clause 9 We will reimburse the reasonable postage or shipping costs [(up to the equivalent of the standard postage)].
- 9.7 [You may request that the Goods are ready for collection at a time and location of your choice. We are solely responsible for collection under this Clause 9 (We may use Our Chosen Carrier for collection).]
- 9.8 Refunds under this Clause 9 will be made to you within 14 Calendar Days of the following:
- 9.8.1 The day on which you return the Goods back; or
- 9.8.2 The day on which you provide evidence (supplying evidence) that you have sent the Goods back (e.g. by post) earlier than the day under sub-Clause 9.8.1);
- 9.8.3 [If We are notified of your intention to cancel under sub-Clause 9.7, the day on which you cancel the Contract.];
- 9.8.4 If We have not yet dispatched the Goods under Confirmation or have not yet received Confirmation which you inform Us that you wish to cancel the Contract.
- 9.9 Refunds under this Clause 9 will be made to you within 14 Calendar Days of the following circumstances:
- 9.9.1 Refunds may be made for any diminished value in the Goods resulting from the careless or excessive handling of them. For the purposes of "careless or excessive handling" means any more than would be expected to ascertain the nature and characteristics of the Goods (e.g. no more than would be permitted in the normal course of business).
- 9.9.2 We will make a refund for damage to delivery packaging (i.e. damage to the original packaging) if you have placed the Goods in their original packaging (e.g. in a bubble wrap and a brown box) but We may make a deduction if the packaging has been damaged (e.g. torn or otherwise damaged) in a way that would make it difficult or impossible to reuse the packaging and resell the Goods in "new" condition).
- 9.9.3 Standard Delivery (see Clause 6.6) will be reimbursed in full along with any additional costs, however We cannot reimburse Premium Delivery. If you chose a Premium

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Delivery option
the equivalent

the Goods, We will only reimburse
as part of your refund.

- 9.10 Refunds under this
you used when order
make a refund using

using the same payment method
as you specifically request that We

10. Our Liability

- 10.1 We will be responsible
as a result of Our breach
negligence (including
or damage is foreseeable
negligence or if it
created. We will
foreseeable.

loss or damage that you may suffer
under the Standard Conditions or as a result of Our
, agents or sub-contractors). Loss
is consequence of Our breach or
you and Us when the Contract is
any loss or damage that is not

- 10.2 We only supply Goods
no warranty or representation
or industrial use of
any loss of profit, loss
business opportunities

rate use by consumers. We make
Goods are fit for commercial, business
(e). We will not be liable to you for
loss to business or for any loss of

- 10.3 Nothing in these Terms
for death or personal
employees, agents
misrepresentation.

attempts to limit or exclude Our liability
negligence (including that of Our
agents) or for fraud or fraudulent

- 10.4 Nothing in these Terms
rights as a consumer
Your local Citizens Advice

attempts to exclude or limit Your legal
rights. Your legal rights, please refer to
the Citizens Advice Standards Office.

11. Events Outside of Our Control

- 11.1 We will not be liable
where that failure
reasonable control.
internet service provided
third parties, riots
earthquakes, subsidence
(declared, undeclared)
other natural disasters
control.

may in performing Our obligations
any cause that is beyond Our
control but are not limited to: power failure,
network outages or other industrial action by
third parties, fire, explosion, flood, storms,
earthquakes, subsidence (threatened or actual), acts of war
(including preparations for war), epidemic or
pandemic that is beyond Our reasonable

- 11.2 If any event described
affect Our performance
Standard Conditions:

event occurs that is likely to adversely
affect Our obligations under these Terms and

- 11.2.1 We will inform

you as soon as reasonably possible;

- 11.2.2 Our obligations
and any time

Standard Conditions will be suspended
and by will be extended accordingly;

- 11.2.3 We will inform
provide details
necessary;

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

- 11.2.4 If the event
time period

continues for more than <<insert
Contract and inform you of the

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- Protection)
 put in Our <<insert document name,
 on(s)>>.

and rights under these Terms and applicable) to a third party (this may

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| itions (Business to Consumer) | 10 |
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happen, for example, if we are acquired by another company, you will be informed by Us in writing. These Terms and Conditions will not be affected and your obligations and rights will be transferred to the third party.

15.2 You may not transfer your obligations and rights under these Terms and Conditions to any third party without Our express written permission.

15.3 The Contract is between Us and you. No person or third party will be entitled to enforce any provision of these Terms and Conditions.

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 in all other respects.

15.5 No failure or delay in exercising any rights under these Terms and Conditions means that We will not be deemed to have waived any subsequent breach of any provision of these Terms and Conditions.

ness). If this occurs, you will be bound by them. If these Terms and Conditions will be bound by them.

obligations and rights under these Terms and Conditions (Contract, as applicable) without Our express written permission.

not intended to benefit any other person or party will be entitled to enforce any provision of these Terms and Conditions.

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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]

16.1 Alternative dispute resolution (ADR) refers to ways of resolving disputes between a consumer and a business 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>> via their website at <<insert website address>>.

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 claim compensation 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 shall be governed by, and construed in accordance with, the law of [England & Wales] [Scotland].

17.2 As a consumer, you agree that the mandatory provisions of the law in your country of residence will not be overridden by 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 connected with or arising out of these Terms and Conditions), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

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