### STANDARD TERMS A

### **BACKGROUND:**

These Terms and Conditions are method, e.g. telesales>> by <<ins different from company name>>,] LLP, Private Limited Company registration number>>] [,whose r whose main trading address is <<i

## 1. Definitions and Interpreta

 In these Terms an following expression

"Business Day"

"Calendar Day"

"Chosen Carrier"

"Contract"

"Goods"

"Month"

"Order"

"Order Confirmation"

"Pre-Contract Information

"Premium Delivery"

"Price"

"Returns Address"

# THE SALE OF GOODS

r the sale of goods via <<insert rading as <<insert trading name if pe, e.g. Sole Trader, Partnership, England under number <<insert insert registered address>> and]

e context otherwise requires, the anings:

than Saturday or Sunday or bank

e year;

e of delivery service>>, whom We the Goods to you;

or the purchase and sale of in Clause 3:

ich are to be supplied by Us to our Order (and confirmed in Our

onth;

the Goods, made via <<insert ne>>;

ce and confirmation of your Order se 3:

bout <<insert company name>>, nd your legal rights that We are nder the Consumer Contracts ation and Additional Charges) ome of which will be provided by Our salespeople over the of] which will be made available ethod, location etc.>>;

delivery option(s), available for an er Standard Delivery as set out in

able for the Goods;

ame / department name and

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"Special Price"

"Standard Delivery"

"We/Us/Our"

1.2 Each reference in expression includes message,] fax or ot

## 2. Information About Us

- 2.1 <<insert business n company name>>,] LLP, Private Limite <<insert registratio registered address>
- 2.2 [Our VAT number is
- 2.3 [We are regulated b
- 2.4 [We are a member
- 2.5 [<<Insert further info

## 3. The Contract

- 3.1 These Terms and method, e.g. telesa and you. Before s have certain key te you over the teleph Terms and Conditio
- 3.2 Nothing provided by telephone, sales a constitutes a contra a contractual offer t
- 3.3 A legally binding of acceptance of you Confirmations will be

## 4. Description and Specifica

4.1 We have made everall illustrations, photo marketing literature

r price payable for the Goods;

delivery method, <<insert al Mail 1st Class Postage>>; and

hess name>> [, trading as e if different from company business type, e.g. Sole Trader, vate Limited Company etc.>> d under number <<insert >] [,whose registered address is ddress>> and] whose main insert address>>.

tions to "writing" and any similar ions whether sent by email, [text

nsert trading name if different from pe, e.g. Sole Trader, Partnership, istered in England under number registered address is <<insert ng address is <<insert address>>.

.]

gulator(s)>>.]

sociation(s) etc.>>.]

ale of goods by Us, via <<insert basis of the Contract between Us <insert description, e.g. "you will information read and explained to ensure that you have read these Information carefully.

nited to, information given over the price lists and other information ceptance. Your Order constitutes etion, accept.

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

ensure that the Goods conform to is provided in Our sales and vided by Our salespeople]. We

itions (Business to Consumer)



cannot, however, photographs will be during the printing pelectronic displays] due to negligence o

- 4.2 We are required by receive any Goods 8.
- 4.3 If We find, or are accidental errors or literature, price lists effort to correct sud If, as a result of a Goods, you may ret of any such error of excess paid for the
- 4.4 We reserve the right that may be required regulatory requirem

5. Orders

- 5.1 All Orders for Good be subject to these
- 5.2 You may change y contacting Us. Req
- 5.3 If your Order is cha you contact Us, and
- 5.4 If you change your dispatch the Goods your cancellation rig
- 5.5 We may cancel you following circumstar
  - 5.5.1 The Goods a example, the
  - 5.5.2 An event o period>> (pl
- 5.6 If We cancel your 0 the Goods, the pay (maximum 14 Cale informed by <<inseconfirmed in writing

6. Price and Payment

- 6.1 The Price of the ( shown in Our <<ins
- 6.2 If We offer a Special or, if the Special F

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descriptions, illustrations and/or to [discrepancies that may arise ences in the colour reproduction of xcludes Our liability for mistakes

at conform to the Contract. If you e Contract, please refer to Clause

typographical, clerical or other descriptions, sales and marketing n We will make every reasonable s soon as is reasonably possible. on, you have received the wrong provided in Clause 8. If as a result aid too much, We will refund the

in the specification of the Goods pplicable safety or other legal or

sert method, e.g. telesales>> will

efore We dispatch the Goods by to not need to be made in writing.

of any change to the Price [when in writing.

our Order at any time before We se refer to Clause 9 for details of

ore We dispatch the Goods in the

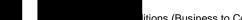
d We are unable to re-stock (if, for l); or

ontinues for more than <<insert vents outside of Our control).

5.5 and you have already paid for o you within <<insert time period cancel your Order, you will be d>> [and the cancellation will be

n by Our salespeople] AND/OR ue>>] at the time of your Order.

will be valid for <<insert period>> tised special offer, for the period



shown in the advevoucher code and code when making Orders placed during the Special Price e has expired.

- 6.3 Our Prices may ch Orders that We hav
- 6.4 We have made eve Our <<insert location when We process yethat shown in Our < lower Price. If the of <<insert location, ether wish to proceed.
- 6.5 All Prices include V Order and the date must pay. Change received payment fr
- 6.6 Our Prices do not following delivery o limited for certain Goods]. The cost of sum due (please ref
  - 6.6.1 Standard De
  - 6.6.2 Premium De

6.6.2.1 <<ins

6.6.2.2 <<ins

6.6.2.3 <<ad

- 6.7 All payments for Go Goods to you.
- 6.8 We accept the follow
  - 6.8.1 <<insert pay
  - 6.8.2 <<insert pay
  - 6.8.3 <<add more
- 6.9 [We do not charge in

OR

[We add a <<insert

- 6.10 [Credit and/or debi charged, e.g. "wher
- 6.11 [If you do not make due, We may cha percentage betwee <<insert bank name

al Price requires a promotion or ide a valid promotion or voucher Price will not be available to you. Special Price will be accepted at your Order until after the period

hese changes will not affect any

nsure that Our Prices, as shown in correct. Prices will be checked t Price of the Goods is lower than alogue>>, you will be charged the s is higher than that shown in Our inform you and ask you how you

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

elivery. We [normally] offer the e note that your choices may be ature or characteristics of those ethod will be added on to the final for delivery pricing information):

required>>.

vance before We can dispatch the

t:

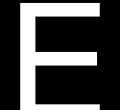
uired>>.

ny of the payment methods listed 5.8.**1** 

ge for the use of credit cards.]

<<insert point at which cards are to you">>.]

the date on which that payment is at sum at the rate of <<insert m above the base lending rate of terest will accrue on a daily basis



from the due date for sum, whether befor paying an overdue s

6.12 [The provisions of contacted Us to dis such a dispute is or

al date of payment of the overdue a must pay any interest due when

not apply if you have promptly aith. No interest will accrue while

## 7. **Delivery**

- 7.1 Please note that d [<<insert a more sp
- 7.2 When We send yo confirmation of the Please note that availability of Goo circumstances beyo you agree when pla for example), Good after the date that the
- 7.3 [If you indicate whe from Us yourself yo Our business hours
- 7.4 Delivery will be de received [by you (or address [or, if you a collected the Goods
- 7.5 [If for any reason W address, We will I returned to Us, re

## OR

- 7.5 [If for any reason C chosen delivery ad "leave a note inform Carrier's distribution delivery">>>.]
- 7.6 The responsibility (swith Us until deliver will pass to you.
- 7.7 You own the Goods
- 7.8 Please note that de
  - 7.8.1 <<insert pos
  - 7.8.2 <<insert pos
  - 7.8.3 <<add more

## 8. Faulty, Damaged or Incor

8.1 By law, We must pr

within [the United Kingdom] OR

n, We will provide, along with a ion, an estimated delivery date. es may vary according to the In any event, subject to any ject to any longer period to which ds that We stock only on demand, I no more than 30 Calendar Days e sub-Clause 3.3).

nat you wish to collect the Goods ng Our Order Confirmation, during ars>>.1

ace when the Goods have been d by you)] at your chosen delivery from Us yourself, when you have

he Goods at your chosen delivery you that the Goods have been tact Us to arrange re-delivery.]

able to deliver the Goods at your rier will <<insert description, e.g. nave been returned to the Chosen you contact them to arrange re-

the "risk") for the Goods remains in sub-Clause 7.4 at which point it

payment in full for them.

eas may require more time:

satisfactory quality, fit for purpose,

as described at the information We have you have seen or differences). If any must also conform. example, have fault incorrect Goods, ple Us of the fault, dareplacement.

8.2 Beginning on the dath have a 30 Calendar they do not conform or if the 30 Calendar are repaired or repaired or repaired or repaired that the defect was first six months, you of purchase in order associated costs areasonable time an if repair or replacer instead offer you th versa) or a full refur

- a) If you reque period, that period replacement and w repaired Goods. If I it will be extended to
- b) If, after a re We cannot repair o within a reasona inconvenience), you price, or to reject the
- c) If you exerc after you receive the reflect the use you
- d) Within a p ownership of them (depending upon th be remember that Goods, the burden conformity existed a
- 8.3 Please note that you informed you of any your purchase of the purpose that is neit resulted from your result of normal work Please also note the merely because you have a statutory right return Goods for this

accordance with any pre-contract atch any samples or models that have made you aware of any d in the Goods, that digital content purchased do not comply and, for you receive them, or if you receive as reasonably possible to inform arrange for a refund, repair or

oods (and ownership of them) you oods and to receive a full refund if u do not wish to reject the Goods, I, you may request that the Goods of months after you have received eplacement unless We can prove you bought the Goods. After the he defect was present at the time or replacement. We will bear any repair or replacement within a nvenience to you. In some cases, nerwise disproportionate, We may cement instead of a repair or vice

nt during the first 30 Calendar Day nile 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 ribed above, or have failed to act thout causing you significant er to keep the Goods at a reduced and

t the Goods more than six months em), we may reduce any refund to

r 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 r problems with the Goods before used the Goods for an unsuitable mown to Us and the problem has t purpose; or if the problem is the intentional or careless damage. Goods to Us under this Clause 8 ind. If you are a consumer, you off period within which you can Clause 9 for more details.



- 8.4 To return Goods to person during Our return them] by p Address. [You may Please ensure that location. We are however We may a will provide you wit costs of returning (appropriate.
- 8.5 Refunds (whether Clause 8 will be is agree that you are
- 8.6 Any and all refunds paid by you when the
- 8.7 For full details of yo local Citizens Advic

## 9. Your Right to Cancel If Y

- 9.1 As a consumer you to 14 Calendar Day you or another per sub-Clause 7.4). Y for any reason und within 14 Calendar within which you m period>> Calendar If you wish to cance you wish to cancel before We have dis will apply.
- 9.2 If you wish to exert inform Us of your of you. Please ensure period in sub-Claus as whole Calendar 23:59 on the final double and accepted.) We to inform Us in writing are available www.website.co.uk/
  - 9.2.1 By telephone
  - 9.2.2 By email on
  - 9.2.3 By post at <
- 9.3 [We may ask you v you provide to imple obligation to provide
- 9.4 [Please note that y cases:

r this Clause 8, you may do so [in ert business hours>> or you may delivery choice to Our Returns at We collect the Goods from you. collection at the agreed time and ollecting the Goods in this case, r to collect them in which case We Ve will be fully responsible for the 8 and will reimburse you where

reductions in price) under this r Days of the day on which We

se 8 will include all delivery costs purchased.

s a consumer, please contact your idards Office.

cancel your Contract with Us up into your physical possession (i.e. king delivery of the Goods under stract and return the Goods to Us n to your statutory right to cancel <<insert period>> Calendar Days on, giving you a total of <<insert ne into your physical possession.] eiving Our Order Confirmation or if eiving the Order Confirmation but Clauses 9.2, [9.3], 9.8.4 and 9.10

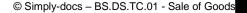
el under this Clause 9, you must o in any way that is convenient to your decision to cancel before the t the cancellation period is defined bu send Us an email or a letter by riod, your cancellation will be valid orm that you may use if you wish m and accompanying instructions g. "from our website at atively, please contact Us:

number>>;

>; or

cancel and may use any answers vices, however you are under no wish to.]

ncel may be lost in the following



- 9.4.1 [If the Good unsealed the
- 9.4.2 [If the Good DVD) or se Goods after
- 9.4.3 [If the Goods to their nature
- 9.5 You must return th 14>> Calendar Day wish to cancel unde
- 9.6 You may return Go business hours>> o service of your choi Clause 9 We will re to the equivalent of
- 9.7 [You may request the Goods are ready for responsible for coll Chosen Carrier for the Goods are request the Goods are ready for the Goods are ready
- 9.8 Refunds under this the following:
  - 9.8.1 The day on
  - 9.8.2 The day on sent the Go 8.8.1);
  - 9.8.3 [If We are which you in
  - 9.8.4 If We have dispatched t cancel the C
- 9.9 Refunds under this circumstances:
  - 9.9.1 Refunds ma Goods resu purposes of handling tha characteristi permitted in
  - 9.9.2 We will mal additional partial pack make deduction or otherwise impossible toondition).
  - 9.9.3 Standard De full along wi any addition

or hygiene reasons and you have them:

o or video recordings (e.g. CD or and you have unsealed those

mixed with other items (according them.]]

e than <<insert period, minimum h you have informed Us that you

ng Our business hours of <<insert by post or another suitable delivery ss. For Goods returned under this ble postage or shipping costs [(updard postage)].

from you. Please ensure that the time and location. We are solely this Clause 9 (We may use Our use 9.]

to you within 14 Calendar Days of

ods back; or

upplying evidence) that you have or than the day under sub-Clause

nder sub-Clause 9.7, the day on u cancel the Contract.];

der Confirmation or have not yet ich you inform Us that you wish to

ect to deductions in the following

for any diminished value in the ive handling of them. For the sive handling" means any more ed to ascertain the nature and tion (e.g. no more than would be

Image to delivery packaging (i.e. have placed the Goods in their ap and a brown box) but We may ging has been damaged (e.g. torn that would make it difficult or and resell the Goods in "new"

Clause 6.6) will be reimbursed in s, however We cannot reimburse elivery. If you chose a Premium



Delivery opt the equivale

9.10 Refunds under this vou used when ord make a refund using

## e Goods, We will only reimburse s as part of your refund.

using the same payment method you specifically request that We

#### **Our Liability** 10.

- 10.1 We will be responsi as a result of Our b negligence (includin or damage is fores negligence or if it created. We will foreseeable.
- 10.2 We only supply God no warranty or repr or industrial use of any loss of profit, lo business opportunit
- 10.3 Nothing in these Te for death or person employees, agent misrepresentation.
- 10.4 Nothing in these To rights as a consum Your local Citizens

#### 11. **Events Outside of Our Co**

- 11.1 We will not be liab where that failure reasonable control. internet service pro third parties, riots earthquakes, subside (declared, undeclar other natural disas control.
- 11.2 If any event describ affect Our perform Conditions:
  - 11.2.1 We will infor
  - 11.2.2 Our obligation and any time
  - 11.2.3 We will infor provide deta necessary;
  - 11.2.4 If the event time period:

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

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

ks to limit or exclude Our liability negligence (including that of Our or for fraud or fraudulent

eks to exclude or limit Your legal Your legal rights, please refer to Standards Office.

lay in performing Our obligations any cause that is beyond Our ut are not limited to: power failure, k-outs or other industrial action by , fire, explosion, flood, storms, (threatened or actual), acts of war preparations for war), epidemic or that is beyond Our reasonable

occurs that is likely to adversely igations under these Terms and

onably possible;

and Conditions will be suspended by will be extended accordingly:

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

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

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cancellation.
will be paid t

11.2.5 If an event Contract, yo cancellation

ou as a result of that cancellation onably possible;

ccurs and you wish to cancel the ds due to you as a result of such on as is reasonably possible.

## 12. Communication and Con

- 12.1 If you wish to con contact Us by telep address>>.
- 12.2 For orders, paymen number>> or by em
- 12.3 In certain circumsta
  - 12.3.1 To return no in Clause 8;
  - 12.3.2 For cancella Clause 9.

## 13. Complaints and Feedbac

- 13.1 We always welcome all reasonable ender Ours is a positive or cause for complaint
- 13.2 All complaints are h and procedure, avrespectively.
- 13.3 If you wish to com contact Us in one or
  - 13.3.1 [In writing, address>>;]
  - 13.3.2 [By email, a email addres
  - 13.3.3 [Using Our of form;]
  - 13.3.4 [By contaction choosing op

### 14. How We Use Your Person

We will only use your personal e.g. Privacy Notice>> avail

## 15. Other Important Terms

15.1 We may transfer (a Conditions (and un

uestions or complaints, you may r>> or by email at <<insert email

ontact Us by telephone at <<insert

ntact Us about specific issues:

e use the contact details provided

a cooling off period please refer to

tomers and, whilst We always use our experience as a customer of it to hear from you if you have any

ith Our complaints handling policy cation>> and <<insert location>>

of your dealings with Us, please

name and/or position>>, <<insert

me and/or position>> at <<insert

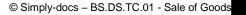
the instructions included with the

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

## otection)

It in Our <<insert document name, on(s)>>.

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



happen, for examp informed by Us in v not be affected and transferred to the th

- 15.2 You may not transf Terms and Conditi express written perr
- 15.3 The Contract is bet person or third part enforce any provision
- 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 prowaive any subseque

## 16. [Alternative Dispute Reso

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

## 17. Governing Law and Juris

- 17.1 These Terms and ( and Us (whether construed in accord [Scotland].
- 17.2 As a consumer, yo your country of resi reduces your rights
- 17.3 Any dispute, contro to these Terms and and Us (whether co the courts of Englar your residency.

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

obligations and rights under these ntract, as applicable) without Our

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

and Conditions are found to be by any court or other authority, vered from the remainder of these see 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 rany other provision.

ers to ways of resolving disputes ing 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

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

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

aim between you and Us relating t, or the relationship between you hall be subject to the jurisdiction of Jorthern Ireland, as determined by