

## BACKGROUND:

These Terms of Sale, together with any other documents referred to herein, set out the terms under which we provide our Services on our website, <<insert website address>>. Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to agree to these Terms of Sale when ordering Services. If you do not agree to these Terms of Sale, you will not be able to order Services from Our Site. These Terms of Sale, as well as any and all Contracts and

other documents referred to herein, and provided by Us through this website, set out the terms under which we provide our Services on our website. Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to agree to these Terms of Sale when ordering Services. If you do not agree to these Terms of Sale, you will not be able to order Services from Our Site. These Terms of Sale, as well as any and all Contracts and

## 1. Definitions and Interpretation

1.1 In these Terms of Sale, the following expressions have the following meanings:

otherwise requires, the following meanings:

“Contract”

the purchase and sale of Services as set out in Clause 8;

“Order”

an order for the Services;

“Order Confirmation”

the receipt and confirmation of your Order;

“Services”

the Services which are to be provided by Us to you pursuant to your Order (and confirmed in Our Order Confirmation) and

“We/Us/Our”

the business name>> [, a company registered in England under <<insert company number>> and whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>].

## 2. Information About Us

2.1 Our Site, <<insert website address>>, is owned and operated by <<insert business name>> [a company registered in England under <<insert company number>> and whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>] [Our VAT number is <<insert VAT number>>].

owned and] operated by <<insert business name>> [a company registered in England under <<insert company number>> and whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>] [Our VAT number is <<insert VAT number>>].

2.2 [We are regulated by <<insert regulator(s)>>].

regulator(s)>>].

2.3 [We are a member of <<insert association(s) etc.>>].

association(s) etc.>>].

2.4 [<<insert further information>>].

## 3. Access to and Use of Our Site

3.1 Access to Our Site is subject to the following conditions:

3.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.

arrangements necessary in order to access Our Site.

- 3.3 Access to Our Site is provided on an “as available” basis. We may alter, suspend or discontinue (or any part of it) at any time and without notice. We do not warrant in any way if Our Site (or any part of it) is unavailable for any period.
- 3.4 Use of Our Site is subject to Our Terms of Use. Please ensure that you have read them and understand them.
- 4. Age Restrictions**
- 4.1 Consumers may only purchase through Our Site if they are at least 18 years of age.
- 4.2 [[None of the Services may be purchased by anyone under <<insert age>> years of age]
- OR**
- 4.2 [The following Services may only be used by consumers above a certain age. We are not permitted to provide these Services to anyone below the applicable age:
- 4.2.1 <<Insert service name>> <<insert restrictions>>;
- 4.2.2 <<Insert additional restriction(s) as required>>.]
- 5. Business Customers**
- These Terms of Sale do not apply to consumers purchasing Services in the course of business. [If you are a business customer, please consult our Business Terms of Sale <<insert link>>.]
- 6. [Services Location]**
- Our Services are available only in [this area] OR [these areas] may be provided in the area[s] specified.
- Our Services are available only to residents of [this area] only. Customers from outside [this area] are not eligible for these Services, however such Services can only be provided in the area[s] specified.
- 7. Services, Pricing and Availability**
- 7.1 We make all reasonable efforts to ensure that all general descriptions of the Services available on Our Site accurately reflect the actual Services that will be provided to you, however the exact nature of the Services may vary depending on your specific requirements and circumstances.
- 7.2 Please note that we do not exclude Our responsibility for mistakes due to network outages and refers only to variations of the Services offered together.
- 7.3 Where appropriate, we may require you to select the required <<e.g. package or add-on>> Services.
- 7.4 We neither represent nor warrant that our Services will be available at all times and cannot necessarily guarantee availability until confirming your Order. Availability indications on Our Site [however, such indications may not reflect actual availability if orders that have been placed by other customers are not yet confirmed.]

S

A

M

P

L

E

customers during your

7.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of posting. We reserve the right to change prices and to add, alter, or remove pricing information from Our Site at any time and as necessary. [All prices are subject to change every <<insert interval or remove interval>>] without notice. We will not affect any Order that you have placed prior to the change regarding VAT, however).

7.6 All prices are checked for accuracy. In the unlikely event that We have made a mistake in the pricing information, We will contact you in writing before proceeding to process your Order. We will inform you of the mistake and to give you the option to purchase the Services at the correct price (or the affected part of your Order (or the affected part of your Order) until you respond. If We do not receive a response within <<insert period>>, We will treat your Order as cancelled and the same in writing.

7.7 In the event that the price of the Services you have ordered changes between the time of placing your Order and taking payment, you will be charged the price on Our Site at the time of placing your Order.

7.8 All prices on Our Site are subject to change. VAT rate changes between your order being placed and payment. The amount of VAT payable will be adjusted accordingly.

## 8. Orders – How Contracts are Made

8.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please check your Order carefully before submitting it.

8.2 No part of Our Site constitutes an offer capable of acceptance. Your Order constitutes an offer capable of acceptance. We may, at Our sole discretion, accept or reject your Order. Our acknowledgment of your Order does not mean that We have accepted your Order. The Order Confirmation we send you (or the Order Confirmation will be the contract between Us and you ("the Contract").

8.3 Order Confirmations will contain the following information:

8.3.1 Confirmation of the order including full details of the main characteristics of the Services ordered;

8.3.2 Fully itemised list of the Services ordered including, where appropriate, any additional charges;

8.3.3 <<insert additional information>>.

8.4 [We can also provide you with a copy of the Order Confirmation on request].

8.5 If We, for any reason, are unable to fulfil your Order, no payment shall be taken under the Order. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within <<insert period>>.

8.6 You may change or cancel your Order before We begin providing the Services by contacting Us by the alternative method(s)>>].

at all prices shown on Our Site are correct at the time of posting. We reserve the right to change prices and to add, alter, or remove pricing information from Our Site at any time and as necessary. [All prices are subject to change every <<insert interval or remove interval>>] without notice. We will not affect any Order that you have placed prior to the change regarding VAT, however).

In the unlikely event that We have made a mistake in the pricing information, We will contact you in writing before proceeding to process your Order. We will inform you of the mistake and to give you the option to purchase the Services at the correct price (or the affected part of your Order (or the affected part of your Order) until you respond. If We do not receive a response within <<insert period>>, We will treat your Order as cancelled and the same in writing.

You will be charged the price on Our Site at the time of placing your Order.

VAT rate changes between your order being placed and payment. The amount of VAT payable will be adjusted accordingly.

Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please check your Order carefully before submitting it.

Your Order constitutes an offer capable of acceptance. We may, at Our sole discretion, accept or reject your Order. Our acknowledgment of your Order does not mean that We have accepted your Order. The Order Confirmation we send you (or the Order Confirmation will be the contract between Us and you ("the Contract").

Order Confirmations will contain the following information:

Confirmation of the order including full details of the main characteristics of the Services ordered;

Fully itemised list of the Services ordered including, where appropriate, any additional charges;

<<insert additional information>>.

[We can also provide you with a copy of the Order Confirmation on request].

If We, for any reason, are unable to fulfil your Order, no payment shall be taken under the Order. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within <<insert period>>.

You may change or cancel your Order before We begin providing the Services by contacting Us by the alternative method(s)>>].

- 8.7 If you change your Order or the Contract before or after We begin providing the Services, you must agree to any agreed changes in writing.
- 8.8 If you change your Order or the Contract before or after We begin providing the Services, you must agree to these Terms of Sale. For details of your cancellation, see Clauses 11 and 12.
- 8.9 We may cancel your Order or the Contract before We begin providing the Services in the following circumstances:
- 8.9.1 The required materials necessary for the provision of the Services are not available; or
- 8.9.2 An event or circumstance occurs that prevents the Services from continuing for more than <<insert number of days>> or events outside of Our control).
- 8.10 If We cancel your Order or the Contract under 8.9 and We have taken payment from you, any such sums will be refunded to you as soon as possible and in any event within <<insert period>>. If you place your Order, you will be informed by <<insert communication method>> that the cancellation will be confirmed in writing by <<insert method>>.
- 8.11 Any refunds due under 8.10 will be made using the same payment method that you used to make the payment (unless you specifically request that We make the refund by a different method).

## 9. Payment

- 9.1 Payment for the Services will be made in the form of an advance payment of <<insert percentage>> of the price of the Services and We will invoice you for the remaining balance [at the completion of the Services] OR [at the point of completion of the Services]. Price and payment details will be confirmed in writing by <<insert communication method>>. Your chosen payment method will be charged as instructed.
- 9.2 We accept the following payment methods on Our Site:
- 9.2.1 <<insert payment method>>
- 9.2.2 <<insert payment method>>
- 9.2.3 <<insert payment method>>
- 9.2.4 <<add further payment methods as required>>;
- 9.3 [We do not charge a fee for the use of credit cards.] OR [We add a <<insert fee>> for the use of credit cards.]
- 9.4 If you do not make payment by the due date [as shown in/on <<insert document>> or confirmation etc.>>] We may charge you interest on the outstanding sum of <<insert percentage between 2 and 4>>% per annum from time to time. We will continue to make payment until the amount is paid in full or after judgment. The interest will be added to the sum.
- 9.5 The provisions of section 9.4 will not apply if you have promptly contacted Us and agreed to a revised payment schedule.

Us to dispute an interest will accrue while such a dispute is ongoing.

interest will accrue while such a

## 10. Provision of the Services

10.1 As required by law and standards in the <<insert sector>> OR [industry], and in accordance with any applicable laws, We will begin providing the Services to you on the date agreed when you make your Order (which is confirmed in the Order Confirmation). Please note that if you request cancellation (or "cooling-off" period) within the legal 14 calendar day period, your right to cancel may be limited or lost. Please refer to Clause 16 for details on your cancellation rights, and We will use all reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.

10.2 We will continue to provide the Services for a period of <<insert period>>] OR [until the estimated completion date in the Order Confirmation].

10.3 We will make every effort to provide the Services in a timely manner [and to complete the Services by the date agreed]. We cannot, however, be held responsible for any delay or interruption of Our control occurs. Please refer to Clause 16 for details on Our control.

10.4 If We require any information or action from you in order to provide the Services, We will request it as soon as is reasonably possible. Depending upon the information or action you have ordered, We may require you to provide the following information or action (the "Information or Action"):

10.5 If the information you provide is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay or interruption of the Services. We will not be responsible for any delay or interruption of the Services caused as a result of delayed, incomplete or otherwise incorrect information or action you have provided or taken, We may charge you a fee for that work.

10.6 In certain circumstances, if there is a delay in you sending Us information or action, or if you fail to provide the information or action, We may suspend the Services for a period of that suspension by <<insert period>>.

10.7 In certain circumstances, where We encounter a technical problem, We may suspend the Services or otherwise interrupt the Services to resolve the issue. In an emergency that requires immediate action We will inform you of that suspension by <<insert communication method(s)>> before suspending the Services.

10.8 If the Services are suspended under sub-Clauses 10.6, or 10.7, you will not be required to pay for the Services during the period of suspension. You must, however, pay any sums already due by the appropriate due date(s).

10.9 If you do not pay the sums required by Clause 9, We may suspend the Services and all outstanding sums due. If this happens, we will use all reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice. This does not affect your interest on any overdue sums.

services with reasonable skill and care, commensurate with best trade practice.

a period of <<insert period>>] OR [until the estimated completion date in the Order Confirmation].

provide the Services in a timely manner [and to complete the Services by the date agreed]. We cannot, however, be held responsible for any delay or interruption of Our control occurs. Please refer to Clause 16 for details on Our control.

from you in order to provide the Services, We will request it as soon as is reasonably possible. Depending upon the information or action you have ordered, We may require you to provide the following information or action (the "Information or Action"):

you take under sub-Clause 10.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay or interruption of the Services. We will not be responsible for any delay or interruption of the Services caused as a result of delayed, incomplete or otherwise incorrect information or action you have provided or taken, We may charge you a fee for that work.

there is a delay in you sending Us information or action, or if you fail to provide the information or action, We may suspend the Services for a period of that suspension by <<insert period>>.

where We encounter a technical problem, We may suspend the Services or otherwise interrupt the Services to resolve the issue. In an emergency that requires immediate action We will inform you of that suspension by <<insert communication method(s)>> before suspending the Services.

under sub-Clauses 10.6, or 10.7, you will not be required to pay for the Services during the period of suspension. You must, however, pay any sums already due by the appropriate due date(s).

required by Clause 9, We may suspend the Services and all outstanding sums due. If this happens, we will use all reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice. This does not affect your interest on any overdue sums.

## 11. Your Legal Right to Cancel

11.1 If you are a consumer, you have the right to a "cooling off" period within which you can cancel your Order for any reason. This period begins once we send you an Order Confirmation, i.e. when the Contract becomes binding. The period ends at the end of 14 calendar days.

11.2 If you wish to exercise your right under this Clause 11, you must inform Us of your decision within the cooling off period. You may do so in any way you wish, however we do offer a cancellation form on Our Site <<insert link>>. We will send you a cancellation form on Our Site [a link to] it with the Order Confirmation. Cancellation by post is effective from the date on which you send Us the form. Please note that the cooling off period lasts for whole calendar days. If you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. If you wish to contact Us directly to cancel, please use the following details:

11.2.1 Telephone: <<insert number>>

11.2.2 Email: <<insert email>>

11.2.3 Post: <<insert address>>

11.3 [We may ask you to provide information to help us process your cancellation and may use any answers you provide to improve our Services in the future, however please note that you are under no obligation to do so.]

11.4 As specified in sub-clause 11.2, if you request cancellation within the cooling off period you are requested to complete a cancellation request form. [This request forms a non-binding contract.] By requesting that the Services begin with Us, you acknowledge and agree to the following:

11.4.1 If the Services have not yet begun within the 14 calendar day cooling off period, you may cancel after the Services are complete.

11.4.2 If you cancel after the Services have begun but is not yet complete you must pay for the Services provided up until the point of cancellation. The amount due shall be the full price of the Services already provided. Any sums that you have already paid shall be refunded subject to the deductions set out in the preceding paragraph. Refunds, where applicable, shall be made within <<insert period>> and in any event no later than 30 days after you inform Us that you wish to cancel. Refunds shall be made using the same payment method you used when you made the payment, unless you specifically request that we use a different method].

## 12. Cancellation After the Legal Cooling Off Period

12.1 Cancellation of Contract after the 14 calendar day cooling off period has elapsed shall be subject to the terms governing those Services and their duration. Details of the relevant cancellation notice periods will be provided

- <<insert location>> Order Confirmation.
- 12.2 If you wish to cancel the Services, you must inform Us of your decision to do so. In any way you wish, however for your convenience We offer to provide you with a link to Our Site <<insert link>> and will include [a link to] it in the Order Confirmation. If you would prefer to contact Us directly, please use the following details:
- 12.2.1 Telephone: <<insert telephone>>
- 12.2.2 Email: <<insert email>>
- 12.2.3 Post: <<insert postal address>>
- 12.3 [We may ask you to provide details of the reasons for your cancellation and may use any answers you provide to improve our Services in the future, however please note that you are under no obligation to do so. Details of the reasons for your cancellation are not required if you do not wish to.]
- 12.4 You may be entitled to a refund of the price of the Services by giving Us written notice in the following circumstances:
- 12.4.1 We breach the Services in a material way and fail to remedy the breach within <<insert period>> days after the date on which you inform Us to do so in writing; or
- 12.4.2 We go into liquidation or appoint an administrator or receiver or administrator appointed by a court;
- 12.4.3 We change the Services in a material way to our material disadvantage; or
- 12.4.4 We are advised by a qualified professional that the Services are defective or will be prevented outside of Our control [that period>>] (as under sub-Clause 16.2.5).
- 12.5 Eligibility for refunds is subject to the following conditions: You will be required to pay for the Services ordered. You will be required to pay for the Services ordered until the point at which you inform Us that you wish to cancel the Services. At this point this may include charges for preparatory work and materials (including but not limited to where We have reasonably incurred costs). Such charges will be deducted from any refund due to you or, if the relevant sums. Details of the relevant terms will be set out in the Order Confirmation. If you do not wish to cancel the Services, you will be required to make any payment to Us (unless such payment is due to Us outside of Our control or is due to your failure to comply with the Terms of Sale or the Terms of Service).
- 12.6 Refunds under this Clause will be made to you within <<insert period>> days after the date on which you inform Us that you wish to cancel the Services [unless you specifically request that We make the refund by a different method].
- 13. Our Rights to Cancel**
- 13.1 For cancellations by you, please refer to sub-Clause 8.9.
- 13.2 We may cancel the Services if we have begun providing them due to an Event outside of Our control for more than <<insert period>> days. The non-availability of required personnel and/or equipment necessary for the provision of the Services. In such cases, you will be required to pay for Services that We

S

A

M

P

L

E

have already provided, We will be cancelling the contract. If you or, if no refund payment will be due to you or, if no refund payment will be due to us, such sums will be

13.3 Once We have begun the Services, We may cancel the Contract at any time and will give you written notice of such cancellation. If you have paid for Services that you have not received, We will only be required to pay for the Services that you have received. Refunds will be deducted from any refund due to you or, if no refund payment will be due to us, such sums will be

13.4 Refunds due under the Contract will be issued to you within <<insert period>> and in any event within 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method as was used for ordering the Services [unless you have specified a different method].

13.5 We may cancel in the following circumstances:

13.5.1 You fail to make payment by the due date as set out in Clause 9. This does not include late payment of sums as set out in Clause 9.

13.5.2 You breach the Contract in a material way and fail to remedy the breach within the time specified in writing asking you to do so in writing.

#### 14. Problems with the Services

14.1 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, you experience any problems with the Services please contact Us as soon as is reasonably practicable. [Insert contact details]>>.

14.2 We will use reasonable endeavours to remedy problems with the Services as quickly as is reasonably practicable. [In emergency situations, where the Services may be affected, We will use reasonable endeavours to remedy the problem within 24 hours.]

14.3 We will not charge you for the problems under this Clause 14 where the problem has been caused by you, including where the problem is caused by the taking of incorrect action or incomplete information or where nobody is responsible. We will apply and We may charge you for the remedial work.

14.4 As a consumer, you have the right to request repeat performance of the Services. For full details of your rights and guidance on exercising them, see the Consumer Rights Act 2015. It is recommended that you seek advice from a local Citizens Advice Bureau or Trading Standards. If you are not satisfied with the performance of the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to request a refund. If the Services are not performed in accordance with the information provided about them, you also have the right to request a refund. If it 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 a refund. For any reason We are required to provide a refund, We will not charge you for our legal rights, We will not charge

which We inform you that We are cancelling the contract. If you or, if no refund payment will be due to you or, if no refund payment will be due to us, such sums will be

s, We may cancel the Contract at any time and will give you written notice of such cancellation. If you have paid for Services that you have not received, We will only be required to pay for the Services that you have received. Refunds will be deducted from any refund due to you or, if no refund payment will be due to us, such sums will be

Refunds will be issued to you within <<insert period>> and in any event within 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method as was used for ordering the Services [unless you have specified a different method].

You written notice in the following circumstances:

due date as set out in Clause 9. This does not include late payment of sums as set out in Clause 9.

material way and fail to remedy the breach within the time specified in writing asking you to do so in writing.

#### 14. Problems with the Services

to ensure that Our Services are trouble-free. If, however, you experience any problems with the Services please contact Us as soon as is reasonably practicable. [Insert contact details]>>.

edy problems with the Services as quickly as is reasonably practicable. [In emergency situations, where the Services may be affected, We will use reasonable endeavours to remedy the problem within 24 hours.]

lems under this Clause 14 where the problem has been caused by you, including where the problem is caused by the taking of incorrect action or incomplete information or where nobody is responsible. We will apply and We may charge you for the remedial work.

ts with respect to the purchase of the Services. For full details of your rights and guidance on exercising them, see the Consumer Rights Act 2015. It is recommended that you seek advice from a local Citizens Advice Bureau or Trading Standards. If you are not satisfied with the performance of the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to request a refund. If the Services are not performed in accordance with the information provided about them, you also have the right to request a refund. If it 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 a refund. For any reason We are required to provide a refund, We will not charge you for our legal rights, We will not charge



you for the same performance. In case of a repeat performance, this may be any sum up to the full Price and may be made by a ready made payment(s) to Us, may be issued without undue delay (and in any event within 10 days starting on the date on which We agree that you have requested an alternative method). In addition to your legal remedies if We use

and all costs of such repeat performance applies, this may be any sum up to the full Price and may be made by a ready made payment(s) to Us, may be issued without undue delay (and in any event within 10 days starting on the date on which We agree that you have requested an alternative method). In addition to your legal remedies if We use

## 15. Our Liability

- 15.1 We will be responsible as a result of Our negligence. Loss of Our breach or negl Contract is created. not foreseeable.
- 15.2 We provide Service warranty or represe industrial purposes for any loss of profit of business opportu
- 15.3 [If We are providing will make good th responsible for any We may discover w
- 15.4 Nothing in these Te or personal injury ca agents or sub-contr
- 15.5 Nothing in these Te to perform the Serv information provided
- 15.6 Nothing in these Te consumer. For mo Citizens Advice Bur

loss or damage that you may suffer as a result of Our negligence. Loss of Our breach or negl Contract is created. not foreseeable.

We provide Service warranty or represe industrial purposes for any loss of profit of business opportu

[If We are providing will make good th responsible for any We may discover w

Nothing in these Te or personal injury ca agents or sub-contr

Nothing in these Te to perform the Serv information provided

Nothing in these Te consumer. For mo Citizens Advice Bur

## 16. Events Outside of Our Control

- 16.1 We will not be liable where that failure is beyond Our reasonable control. internet service pro fire, explosion, flood of war, government event that is beyond
- 16.2 If any event described in 16.1 occurs that is likely to adversely affect Our performance under these Terms of Sale:
  - 16.2.1 We will inform you as soon as reasonably possible;

We will not be liable where that failure is beyond Our reasonable control. internet service pro fire, explosion, flood of war, government event that is beyond

If any event described in 16.1 occurs that is likely to adversely affect Our performance under these Terms of Sale:

16.2.1 We will inform you as soon as reasonably possible;

# S

# A

M

P



# E

f Sale (and therefore the Contract)  
its that We are bound by will be

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

Contract and inform you of the  
you as a result of that cancellation  
reasonably possible and in any event  
the date on which We inform you

...curs [and continues for more than  
wish to cancel the Contract as a  
ay you wish, however for your  
form on Our Site <<insert link>>.  
directly to cancel, please use the

```
er>>
```

your name, address, email address, or phone number. Any refunds due to you as a result of this cancellation shall be paid to you as soon as is reasonably practicable, but no later than 14 calendar days after the date of cancellation.

## 17. Communication and Conf

Questions or complaints, you may  
the number>>, by email at <<insert  
less>>.

For your Order, please contact Us by  
at <<insert email address>>, or by

Please contact Us by telephone at  
 <<insert email address>>, or by

## 18. Complaints and Feedback

customers and, whilst We always use your experience as a customer of us to hear from you if you have any

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

of your dealings with Us, please

contact Us in one of the following ways:

18.3.1 [In writing, by email or by post to the address below;]

18.3.2 [By email, at the email address below;]

18.3.3 [Using Our contact form;]

18.3.4 [By contacting the person named in the contact details below, choosing one of the contact details below;]

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

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

by following the instructions included with the form;]

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

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

We will only use your personal information in accordance with what is set out in Our Privacy Policy, available at <<insert link to Privacy Policy>> and Our Cookie Policy <<insert link to Cookie Policy>>].

## 20. Other Important Terms

20.1 We may transfer (assign) all or part of Our obligations and rights under these Terms of Sale (and under the law) to a third party (this may happen, for example, if We are sold or our business is sold). If this occurs, you will be informed by Us in writing. Your obligations and rights under these Terms of Sale will not be affected and will be transferred to the third party who will remain bound by these Terms of Sale.

20.2 You may not transfer (assign) all or part of Our obligations and rights under these Terms of Sale (and under the law) to a third party without Our express written permission.

20.3 The Contract is between Us and you. It is not intended to benefit any other person or third party. No person or party other than you or Us will be entitled to enforce any provision of these Terms of Sale.

20.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by a court of law or other authority, that / those provision(s) shall be severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

20.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of that provision.

20.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations or business requirements. If We change these Terms of Sale, we will post the revised Terms of Sale at least <<insert period>> written notice of the change on our website. If you wish to cancel the Contract as a result of a change to these Terms of Sale, see clause 12.4.

## 21. Law and Jurisdiction

21.1 These Terms and the Contract shall be governed by the law of the country of the Seller's principal place of business (whether contractual or tortious) and construed in accordance with the law of that country. If the Seller is located in [England] [Northern Ireland] [Scotland], the Contract shall be governed by the law of that country.

21.2 If you are a consumer and the law in your country takes away or reduces your rights

in any mandatory provisions of the law in Sub-Clause 21.1 above takes away or reduces your rights to rely on those provisions.

21.3 If you are a consumer and the relationship between you and us is subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

In the event of a dispute, controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance (contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

21.4 If you are a business and the relationship between you and us is associated therewith, the relationship shall be subject to the jurisdiction of the courts of [non] exclusive jurisdiction of [England & Wales] [Northern Ireland] [Scotland].

In the event of a dispute, controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance (contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

S

A

M

P

L

E