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otherwise requires, the following

the purchase and sale of
ed in Clause 7:

legislation in force from time to time in the United Kingdom applicable to data processing, including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland (by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 1998 (and regulations made under it); the Privacy and Electronic Communications Regulations 2003 as amended;]

of the Services:

ce and confirmation of your

number for your Order:

which are to be provided by Us to
our Order (and confirmed in Our
and

business name>> [, a company
and under <<insert company
registered address is <<insert
> and whose main trading address
address>>

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owned and] operated by <<insert
registered in England under <<insert

- company number>> address is <<insert registered address>> and where the Services is] **OR** [of] <<insert address>>.
[Our VAT number is <<insert VAT number>>].
- 2.2 [We are regulated by <<insert regulator(s)>>].
- 2.3 [We are a member of <<insert association(s) etc.>>].
- 2.4 [<<insert further information>>].
3. **Access to and Use of Our Site**
- 3.1 Access to Our Site
- 3.2 It is your responsibility to make the necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site may be interrupted or altered, suspend or discontinue (or any part of it) at any time and without notice. We shall not be liable in any way if Our Site (or any part of it) is unavailable at any time or for any period.
- 3.4 Use of Our Site is subject to the Terms of Use <<insert link>>. Please ensure that you read them carefully and that you understand them.
4. **Business Customers and Other Customers**
- 4.1 These Terms of Sale apply to Business Customers only. These Terms of Sale do not apply to individuals purchasing Services for personal purposes (that is, not for use in, their trade, business, craft, or profession). If you are an individual customer, please consult Our Consumer Terms of Sale <<insert link>>.
- 4.2 These Terms of Sale apply to Business Customers only. These Terms of Sale do not apply to individuals purchasing Services for personal purposes (that is, not for use in, their trade, business, craft, or profession). If you are an individual customer, please consult Our Consumer Terms of Sale <<insert link>>.
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- 4.7 These Terms of Sale apply to Business Customers only. These Terms of Sale do not apply to individuals purchasing Services for personal purposes (that is, not for use in, their trade, business, craft, or profession). If you are an individual customer, please consult Our Consumer Terms of Sale <<insert link>>.
- 4.8 These Terms of Sale apply to Business Customers only. These Terms of Sale do not apply to individuals purchasing Services for personal purposes (that is, not for use in, their trade, business, craft, or profession). If you are an individual customer, please consult Our Consumer Terms of Sale <<insert link>>.
- 4.9 These Terms of Sale apply to Business Customers only. These Terms of Sale do not apply to individuals purchasing Services for personal purposes (that is, not for use in, their trade, business, craft, or profession). If you are an individual customer, please consult Our Consumer Terms of Sale <<insert link>>.
- 4.10 These Terms of Sale apply to Business Customers only. These Terms of Sale do not apply to individuals purchasing Services for personal purposes (that is, not for use in, their trade, business, craft, or profession). If you are an individual customer, please consult Our Consumer Terms of Sale <<insert link>>.
5. **[Services Location]**
- Our Services are available in the area[s] <<insert area>> only. Customers from outside [this area] **OR** [these areas] may be provided in the area[s] <<insert area>>.
6. **Services, Pricing and Availability**
- 6.1 We make all reasonable efforts to ensure that all general descriptions of the Services available to you are accurate. The actual Services that will be provided to you, however, may vary depending on the exact nature of the Services required and the requirements and circumstances.

- 6.2 Please note that s not exclude Our responsibility for mistakes due to ne and refers only to variations of the correct Services, no together.
- 6.3 Where appropriate, select the required <<e.g. package of>> Services.
- 6.4 We neither repre services will be available at all times and cannot neces ility until confirming your Order. [Availability indicat d on Our Site [however, such indications may not s that have been placed by other customers during yo
- 6.5 We make all reason at all prices shown on Our Site are correct at the time o We reserve the right to change prices and to add, alter, or rem me to time and as necessary. [All pricing information i every <<insert interval or remove as appropriate>>.] not affect any Order that you have already placed (plea regarding VAT, however).
- 6.6 All prices are chec process your Order. In the unlikely event that We have information, We will contact you in writing before proce to inform you of the mistake and to ask you how you wi give you the option to purchase the Services at the co your Order (or the affected part thereof). We will no g your Order until you respond. If We do not receive a in <<insert period>>, We will treat your Order as can e same in writing.
- 6.7 In the event that th have ordered changes between your Order being p g that Order and taking payment, you will be charged ur Site at the time of placing your Order.
- 6.8 Prices on Our Site a ve of [and inclusive of VAT]. If the VAT rate changes g placed and Us taking payment, the amount of VA omatically adjusted when taking payment.

7. Orders – How Contracts

- 7.1 Our Site will guide g process. Before submitting your Order to Us you wil y to review your Order and amend any errors. Please ecked your Order carefully before submitting it.
- 7.2 No part of Our Sit ual offer capable of acceptance. Your Order constitu at We may, at Our sole discretion, accept. Our ackno of your Order does not mean that We have accepted indicated by Us sending you an Order Confirmation e We have sent you an Order Confirmation will th contract between Us and you (“the Contract”).
- 7.3 Order Confirmations g information:
- 7.3.1 Your Order I
- 7.3.2 Confirmation d including full details of the main characteristics

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- 8.1 Payment for the Services shall be made by You in the form of an advance payment of <<insert percentage>> of the total price for the Services and We will invoice you for the remaining sums due on the completion of the Services] OR [will not be due until the completion of the Services] at which point We will invoice you for the sums due <<insert percentage>>]. Price and payment details will be confirmed in writing to You. Your chosen payment method will be charged as instructed.
- 8.2 All sums due must be paid in full by the due date. No set-off, counterclaim, deduction, or withholding (except as required by law) or withholding of tax is required by You.
- 8.3 We accept the following payment methods on Our Site:
- 8.3.1 <<insert payment method>>
- 8.3.2 <<insert payment method>>
- 8.3.3 <<insert payment method>>
- 8.3.4 <<add further payment methods if required>>;
- 8.4 If you do not make payment by the due date [as shown in/on <<insert document reference>>] or confirmation etc.>>] We may charge you interest on the sums due at the rate of <<insert interest rate>> per annum.

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your interest on the sum of <<insert percentage between 2 and 4>>% per annum from time to time. We will charge interest on the sum of the overdue payment until the date of payment or after judgment.

- 8.5 The provisions of sub-Clause 8.4 shall not apply if you have promptly contacted Us to dispute an invoice. While such a dispute is ongoing, We will charge interest on correctly invoiced amounts from the due date.

9. Provision of the Services

- 9.1 We will provide the Services with the best practices and standards of the market/sector/industry [market] OR [sector] OR [industry] as agreed when you ordered the Services (the "Order Confirmation").

- 9.2 We will continue providing the Services for a period of <<insert period>>] OR until the estimated completion date in the Order Confirmation].

- 9.3 We will make every effort to provide the Services in a timely manner [and to compensate you for any delay]. We cannot, however, be held responsible for any delay or interruption of Our control occurs. Please refer to Clause 14 for details on Our control.

- 9.4 [Any and all persons acting on your behalf (as a data controller) shall be responsible for providing the Services in accordance with the requirements of the Data Processing Agreement between Us and you.]

- 9.5 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:

- 9.6 If the information you provide is delayed, incomplete or otherwise incorrect, We may charge you a fee to compensate for a delay caused as a result of that work. We will not be responsible for any delay caused as a result of that work.

- 9.7 In certain circumstances, if there is a delay in you sending Us information or action, We may suspend the Services. We will inform you of that suspension by <<insert communication method(s)>>.

- 9.8 In certain circumstances, where We encounter a technical problem, We may suspend the Services to resolve the issue. We will inform you of that suspension by <<insert communication method(s)>>.

- 9.9 If the Services are suspended under sub-Clauses 9.7, or 9.8, We will charge you a fee for the period of suspension. You will not be responsible for any delay caused as a result of that work.

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10.5 Refunds under this
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10.6 Refunds under this
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11. Ending the Contract Because

11.1 You may end the C
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11.2 If you wish to can
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cancellation form of
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11.2.2 Email: <<ins

11.2.3 Post: <<inse

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11.4 Eligibility for refunds
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11.6 Refunds under this
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using the same payment method
unless you specifically request that

Be Done (or Will Do)

any time by giving Us written notice

way and fail to remedy the breach
g Us to do so in writing;

ceiver or administrator appointed

our material disadvantage;

event outside of Our control [that
period>>] (as under sub-Clause

11, you may inform Us of your
for your convenience We offer a
> and will include [a link to] it with
to contact Us directly, please use

er>>;

ur name, address, email address,
er.

cancel and may use any answers
future, however please note that
etails if you do not wish to.]

the Services ordered. You will be
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control or is due to your failure to

to you as soon as possible, and in
y on which you inform Us that you

using the same payment method
unless you specifically request that

We make a refund u

12. Our Rights to Cancel

12.1 For cancellations be
Clause 7.8.

12.2 We may cancel the
to an Event outside
period>>] (as und
required personnel
Services. In such c
have already provid
cancelling. Such s
refund is due, We v
be due from you an
will be refunded to y

12.3 Once We have beg
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12.4 We may cancel in
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We make a refund u

13. Our Liability

13.1 Subject to sub-Clau
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for any loss of profi
business opportunit
in connection with a

13.2 Subject to sub-Clau
losses arising out o
whether in contract
otherwise, shall be
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begun providing the Services due
continues for more than <<insert
or due to the non-availability of
necessary for the provision of the
required to pay for Services that We
which We inform you that We are
m any refund due to you or, if no
levant sums] **OR** [no payment will
de any payment to Us, such sums

s, We may cancel the Contract at
period, e.g. 30 calendar days'>>
will only be required to pay for
s will be deducted from any refund
oice you for the relevant sums.

u written notice in the following
to pay for Services that We have
ich We inform you that We are
m any refund due to you or, if no
levant sums:

due date as set out in Clause 8.
arge you interest on any overdue

erial way and fail to remedy the
s asking you to do so in writing.

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using the same payment method
unless you specifically request that

e will not be liable to you, whether
ch of statutory duty, or otherwise,
uption to business, for any loss of
onsequential loss arising out of or
and Us.

ur total liability to you for all other
ny contract between you and Us,
nce), breach of statutory duty, or
or <<insert percentage>>% of the
question, whichever is the greater

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sum.

13.3 Nothing in these Terms of Sale shall limit or exclude Our liability for death or personal injury caused by negligence of Our agents or sub-contractors, or for any other matter in which the law cannot be excluded or restricted by law.

13.4 [If We are providing a service and We cause any damage, We will make good the damage at Our optional cost to you. We are not responsible for any damage in or to your property that We may discover while the service is in progress.]

14. Events Outside of Our Control

14.1 We will not be liable for any failure of Our services where that failure is caused by an event that is beyond Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, fire, explosion, flood, strike, war, government action, or any other event that is beyond Our control.

14.2 If any event described in 14.1 occurs that is likely to adversely affect Our performance under these Terms of Sale:

14.2.1 We will inform you as soon as reasonably possible;

14.2.2 Our obligations under the Terms of Sale (and therefore the Contract) will be suspended for the duration of the event and extended accordingly;

14.2.3 We will inform you of the event and provide details as soon as reasonably possible and in any event no later than the date on which We inform you of the cancellation;

14.2.4 If the event continues for more than <<insert time period>> after the date on which We inform you of the cancellation, you may wish to cancel the Contract and inform you of the result, you will be paid a refund of the amount you have paid to us as a result of that cancellation as soon as is reasonably possible and in any event no later than the date on which We inform you of the cancellation;

14.2.5 If an event occurs [and continues for more than <<insert time period>>] after the date on which We inform you of the cancellation, you may wish to cancel the Contract as a result, you will be paid a refund of the amount you have paid to us as a result of that cancellation as soon as is reasonably possible and in any event no later than the date on which We inform you of the cancellation.

Telephone: <<insert telephone number>>;

Email: <<insert email address>>;

Post: <<insert postal address>>;

In each case, we will refund your name, address, email address, telephone number, and any other personal data we have collected from you. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you notify us of the cancellation.

it or exclude Our liability for death or personal injury caused by negligence of Our agents or sub-contractors, or for any other matter in which the law cannot be excluded or restricted by law.

y and We cause any damage, We will make good the damage at Our optional cost to you. We are not responsible for any damage in or to your property that We may discover while the service is in progress.]

ay in performing Our obligations under these Terms of Sale where that failure is caused by an event that is beyond Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, fire, explosion, flood, strike, war, government action, or any other event that is beyond Our control.

4 occurs that is likely to adversely affect Our performance under these Terms of Sale:

asonably possible;

f Sale (and therefore the Contract) will be suspended for the duration of the event and extended accordingly;

outside of Our control is over and above the control of Our agents or sub-contractors, or for any other matter in which the law cannot be excluded or restricted by law.

continues for more than <<insert time period>> after the date on which We inform you of the cancellation, you may wish to cancel the Contract and inform you of the result, you will be paid a refund of the amount you have paid to us as a result of that cancellation as soon as is reasonably possible and in any event no later than the date on which We inform you of the cancellation.

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er>>;

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15. **Communication and Contact**

- 15.1 If you wish to contact Us for any questions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.
- 15.2 For matters relating to your Order, please contact Us by telephone at <<insert telephone number>>, or by email at <<insert email address>>, or by post at <<insert address>>.
- 15.3 For matters relating to our services, please contact Us by telephone at <<insert telephone number>>, or by email at <<insert email address>>, or by post at <<insert address>>.

16. **Complaints and Feedback**

- 16.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to ensure your experience as a customer of Ours is a positive one, we do want to hear from you if you have any complaints or suggestions for improvement.
- 16.2 All complaints are handled in accordance with Our complaints handling policy <<insert location>> and <<insert location>>.
- 16.3 If you wish to give feedback, please contact Us in any of the following ways:
- 16.3.1 [In writing, at <<insert address>>];
- 16.3.2 [By email, at <<insert email address>>];
- 16.3.3 [Using Our <<insert contact form>> form;]
- 16.3.4 [By contacting <<insert telephone number>> [and choosing option <<insert option>>] when prompted.]]

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

- 17.1 All personal information that we collect, process, and handle in accordance with the provisions of the Data Protection Legislation and your consent.
- 17.2 For complete details of how we use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, please refer to Our Privacy Policy <<insert link to Cookie Policy>> [and Cookie Policy <<insert link to Privacy Policy>>].
- 17.3 [Please also refer to Our Data Processing Agreement <<insert link to Data Processing Agreement>>] which will entail Us processing personal data on your behalf.

18. **Other Important Terms**

- 18.1 We may transfer (and you may assign) all or part of Our obligations and rights under these Terms of Sale (and under the law of the jurisdiction in which the Sale takes place) to a third party (this may happen, for example, if We are acquired by another company). 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 Our obligations and rights under these Terms of Sale will be transferred to the third party who will remain bound by these Terms of Sale.
- 18.2 You may not transfer (and you may not assign) all or part of Our obligations and rights under these Terms of Sale (and under the law of the jurisdiction in which the Sale takes place) without Our express written permission.
- 18.3 The Contract is between Us and you. It 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 of Sale.
- 18.4 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.
- 18.5 No failure or delay in the performance of Our rights under these Terms of Sale means that We will not be in breach of any provision of these Terms of Sale 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 any provision of these Terms of Sale.
- 18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. We will post any revised Terms of Sale on our website. If We change these Terms of Sale, we will notify you by email at least <<insert period>> written notice of the change. You will have the right to cancel the Contract as a result of any change to these Terms of Sale.

19. **Law and Jurisdiction**

- 19.1 These Terms of Sale shall be governed by, and construed in accordance with, the law of England and Wales. This includes any dispute between you and Us (whether contractual or otherwise) arising out of or in connection with these Terms of Sale, the relationship between you and Us, or any matter or associated therewith (whether contractual or otherwise).
- 19.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matter or associated therewith (whether contractual or otherwise) shall be referred to the exclusive jurisdiction of the courts of England and Wales.