

TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

- 1.1 "Buyer" means the individual who agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning of the Consumer Rights Act 2015;
- 1.3 "Contract" means the contract between the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means [NAME OF SELLER] that owns and operates [NAME OF WEBSITE];
- 1.6 "Terms and Conditions" means the terms of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 "Website" means [NAME OF WEBSITE].

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to the sale of Goods by the Seller to the Buyer and shall prevail over any other communication from the Buyer.
- 2.3 Acceptance of delivery of Goods shall constitute conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions shall be agreed in writing by the Seller.
- 2.5 Any complaints should be addressed to the Seller as stated in clause 1.5.

3 ORDERING

- 3.1 All orders for Goods shall be placed with the Seller by the Buyer to purchase Goods pursuant to these Terms and Conditions. The Seller may choose not to accept an order if the Goods are not available from stock.
- 3.2 Where the Goods ordered are available from stock the Buyer shall be notified and given the option to accept the order and receive a full refund if the Goods are not available from stock or cancel the order.
- 3.3 When making an order through the Website the Buyer needs to take to complete the order process [NAME OF WEBSITE] [PROCESS SECTION].

4 PRICE AND PAYMENT

- 4.1 The price of the Goods shall be as stated on the Website. The price is inclusive of VAT.

4.2 The total purchase price, including any applicable taxes and charges, if any, will be displayed in the Buyer's shopping cart.

4.3 After the order is received, the Seller will email the details, description and price for the Goods together with the Seller's contact details if the Buyer is a Consumer.

INCLUDE FOLLOWING PARAGRAPH IN FULL REQUIRED BEFORE DESPATCH OF GOODS FOR ALL SALES

4.4 Payment of the price plus any applicable taxes and charges shall be made in full before dispatch of the Goods.

INCLUDE FOLLOWING PARAGRAPH IN FULL REQUIRED BEFORE DESPATCH OF GOODS FOR CONSUMER SALES

4.4 In the case of Consumer sales, payment of the price plus any applicable VAT and delivery charges must be made in full before dispatch of the Goods.

4.5 In the case of other sales, payment of the price plus any applicable taxes and delivery charges shall be due within 30 days of the date of dispatch of the Goods by the Seller.

4.6 The Seller shall be entitled to charge interest on any payment due invoices from the date when payment becomes due from the Buyer at a rate of 8% per annum above the base rate of the Bank of England in force.

5 RIGHTS OF SELLER

5.1 The Seller reserves the right to change prices on the Website, which cannot be guaranteed for any period, and will make every effort to ensure prices are correct at the point at which the Goods are ordered.

5.2 The Seller reserves the right to remove any Goods from the Website at any time.

5.3 The Seller shall not be liable for any loss or damage to any Goods from the Website or for any delay in delivery of the Goods, including where the Seller is unable to process an order.

6 AGE OF CONSENT

6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked to confirm their appropriate legal age to purchase the Goods.

6.2 If the Seller discovers that the Buyer is not of the appropriate age to order certain Goods, the Seller shall be entitled to cancel the order and to refuse to deliver the Goods without notice.

7 DELIVERY

7.1 Goods supplied within the United Kingdom shall be delivered within [NUMBER OF DAYS] working days after the Contract is entered into.

7.2 Goods supplied outside the United Kingdom shall be delivered within [NUMBER OF DAYS] working days of acceptance of the order, or within 30 days after the Contract is entered into.

7.3 Where a specific delivery date is requested and this delivery date cannot be met, the Seller will endeavour to provide a new delivery date or receive a full refund.

7.4 Delivery of the Goods shall be made to the address specified in the order and the Buyer shall make all arrangements for the collection and delivery of the Goods whenever they are required.

are tendered for delivery. The Goods shall be delivered in conformity with the Contract.

to supply Goods in conformity

7.5 Risk in the Goods shall pass to the Buyer when the Goods are in the physical possession of the Buyer.

in the physical possession of the

7.6 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

of the price has been made in full.

8 CANCELLATION

The Buyer, if a Consumer, may cancel the Contract for any reason. The conditions for exercising the Buyer's right to cancel are laid out in the Additional Charges) Regulation and Conditions together with a cancellation form, in accordance with the Consumer Protection (Information, Cancellation and Additional Charges) Regulation.

Contract within 14 days without giving notice. The conditions for exercising the Buyer's right to cancel are laid out in the Additional Charges) Regulation and Conditions together with a cancellation form, in accordance with the Consumer Protection (Information, Cancellation and Additional Charges) Regulation.

INCLUDE SECTION 9 IF GIFT VOUCHERS ARE OFFERED

9 GIFT VOUCHERS

In addition to these Terms and Conditions, the following terms and conditions shall apply to the sale of gift vouchers:

terms and conditions shall apply to

9.1 Gift vouchers will be dispatched by the Seller in accordance with the [DELIVERY METHOD]. Payment of the order will be delivered by the Seller in accordance with the [DELIVERY TERMS].

of order and will be delivered by the Seller in accordance with the [DELIVERY TERMS].

9.2 The Buyer must notify the Seller of any event within 7 days of the date of purchase of the gift voucher.

delivery as soon as possible but in

9.3 Risk of loss, destruction or damage to the gift voucher remains with the Seller until delivery to the Buyer where upon risk shall pass to the Buyer.

remains with the Seller until delivery to

9.4 Gift vouchers may be exchanged for cash in part or whole. Voucher redemption is not permitted unless it can be traced to the Buyer's order.

Vouchers cannot be redeemed for cash on a return basis and no return will be made if the voucher has been in error in fulfilling the Buyer's order.

9.5 Gift vouchers are valid for 12 months from the date of purchase and cannot be renewed once they have expired.

date of purchase and cannot be renewed if lost or damaged.

10 REMEDY FOR BREACH

All Goods (including digital content) must be as described, fit for purpose and of satisfactory quality. If the Goods do not meet these requirements, the Buyer is entitled to a repair or replacement. If the fault is not repaired or replaced within a reasonable time, or without causing the Buyer significant inconvenience, the Buyer is entitled to a full or partial refund.

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11 LIMITATION OF LIABILITY

11.1 The Seller shall not be responsible for:

11.1.1 losses that were not foreseeable to both the Buyer and the Seller;

part of the Seller; or

11.1.2 any business loss, including loss of contracts, anticipated savings, data, goodwill or work; or

due, contracts, anticipated savings, or work; or

11.1.3 any indirect or consequential loss, including loss of contracts, anticipated savings, data, goodwill or work, that was not foreseeable to both the Buyer and the Seller.

foreseeable to both the Buyer and the Seller.

- 1 You have the right to cancel this contract without giving any reason.
- 2 The cancellation period will vary according to the following:
- (a) from the conclusion of the contract for a service contract or a contract for the supply of digital content on a tangible medium;
 - (b) from the date on which you acquire, physically or electronically, the goods in the case of a sales contract; the date on which you acquire, physically or electronically, the goods in the case of a contract relating to the supply of multiple goods ordered together and delivered separately;
 - (d) from the date on which you acquire, physically or electronically, the goods in the case of a contract relating to the supply of multiple goods ordered together and delivered separately; the date on which you acquire, physically or electronically, the goods in the case of a contract relating to the supply of multiple goods ordered together and delivered separately;
 - (e) from the date on which you acquire, physically or electronically, the goods in the case of a contract for regular delivery of goods.
- 3 To exercise the right to cancel this contract, you must inform us (by post, fax or e-mail) of your decision to cancel this contract by a communication in writing (you may use the attached model cancellation form). You may use the attached model cancellation form or any other clear statement of your decision to cancel this contract. We will acknowledge receipt of such a communication by e-mail or by post. If you electronically fill in a form on our website we will acknowledge receipt of such a cancellation on a durable medium.
- 4 To meet the cancellation period, you must send your communication concerning your exercise of the right to cancel this contract before the cancellation period has expired.
- 5 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except in the case of a contract for delivery other than the least expensive delivery offered by us).
- 6 We may make a deduction from the reimbursement in value of any goods supplied, if the loss is the result of unnecessary use of the goods.
- 7 We will make the reimbursement to you not later than:
- (a) 14 days after the date on which you received the goods supplied, or
 - (b) (if earlier) 14 days after the date on which we have evidence that you have returned the goods, or
 - (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 8 We will make the reimbursement to you by the same payment as you used for the initial transaction unless you have chosen another method of payment. In any event, you will not incur any fees as a result of the reimbursement.

9 In the event of cancellation until we have received the goods
back (where we have not or you have supplied evidence of
having sent back the goods

OPTION 1

10 We will collect the goods.

OR

OPTION 2

10 You shall send back the goods at [NAME AND ADDRESS OF
PERSON AUTHORISED TO receive the goods] without undue delay and in any event
not later than 14 days from the date you communicate your cancellation from this
contract to us. The deadline for returning the goods before the period of 14 days
has expired.

OPTION 1

11 We will bear the cost of return

OR

OPTION 2

11 You will have to bear the d

OR OPTION 3

11 You will have to bear the d calculated at [INSERT AMOUNT].

12 You are only liable for any damage resulting from the handling other
than what is necessary to ensure the safety and functioning of the goods.

SERVICE CONTRACT

CANCELLATION PERIOD

13 If you requested to begin the cancellation period, you shall
pay us an amount which has been performed until you have
communicated to us your cancellation in comparison with the full coverage
of the contract.

✂ -----

CANCELLATION FORM

To:

[NAME OF SELLER]
[ADDRESS OF SELLER]
[FAX NUMBER OF SELLER]
[EMAIL ADDRESS OF SELLER]

I/We [*] hereby give notice that I/
goods/for the supply of the following

] contract of sale of the following

Ordered on/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if th

Date

[] Delete as appropriate*