

BACKGROUND:

Please read these Terms of Sale. These Terms of Sale, together with the documents referred to herein (unless otherwise stated), set out the terms and conditions through this website, <<insert link>>.

These Terms of Sale explain how you or We may change the terms and conditions in the event of problems, and other matters.

These Terms of Sale were last updated on <<insert date>>. The following changes were made: <<insert changes>>.

You will be required to read and agree to these Terms of Sale when ordering Goods. If you do not agree to comply with these Terms of Sale, you will not be able to order Goods through Our Site, as well as all Contracts, which are in the English language.

The following documents may be referred to herein:

- Our Terms of Use, which are referred to herein as "Terms of Use". These terms are also referred to herein as "Terms".
- Our Privacy Policy, which is referred to herein as "Privacy Policy".
- [Our Cookie Policy, which is referred to herein as "Cookie Policy".]
- Our Acceptable Use Policy, which is referred to herein as "Acceptable Use Policy".

1. Definitions and Interpretation

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

"Contract"

["Contact Tools"

"Goods"

"Order"

"Order Confirmation"

"Order Number"

"We/Us/Our"

before placing an order with Us. The documents referred to herein (unless otherwise stated) are sold by Us to consumers through Our Site").

Our Goods will be provided to you, and the Contract, what to do in the event of problems, and other matters.

These Terms of Sale were last updated on <<insert date>>. [The following changes were made: <<insert changes>>].

These Terms of Sale when ordering Goods. If you do not agree to comply with these Terms of Sale, you will not be able to order Goods through Our Site, as well as all Contracts, which are in the English language.

The following documents may be referred to herein:

Our Terms of Use, which are referred to herein as "Terms of Use". These terms are also referred to herein as "Terms".

Our Privacy Policy, which is referred to herein as "Privacy Policy".

[Our Cookie Policy, which is referred to herein as "Cookie Policy".]

Our Acceptable Use Policy, which is referred to herein as "Acceptable Use Policy".

otherwise requires, the following expressions have the following meanings:

the purchase and sale of Goods, and the sale of Goods; and

communications facility that We provide on Our Site enabling you to contact Us through Our Site, contact forms and live chat.

provided by Us through Our Site;

Goods;

receipt and confirmation of your Order;

number for your Order; and

business name>>.

- 1.2 Unless the context makes it clear, any reference in these Terms of Sale to:
- 1.2.1 “writing”, a document, or any other form of communication includes a reference to any electronic or facsimile transmission or similar means of communication;
- 1.2.2 a statute or regulation is a reference to that statute or regulation in force at the relevant time;
- 1.2.3 a Part or part of these Terms of Sale is a reference to a section, part, or clause of these Terms of Sale.

2. Information About Us

- 2.1 Our Site is operated by <<insert company name>>. [We are a limited company registered in England with company number <<insert company number>>. Our registered address is <<insert registered address>> and Our main trading address is <<insert trading address>>.] OR [Our address is <<insert address>>.]
- 2.2 [Our VAT number is <<insert VAT number>>.]
- 2.3 [We are regulated by <<insert regulator(s)>>.]
- 2.4 [We are a member of <<insert association(s) etc.>>.]
- 2.5 [We are an investment company.]
- 2.6 [Please note that <<insert company name>> is being wound up.]
- 2.7 [<<insert further information>>.]

3. How to Contact Us

- 3.1 To contact Us with a complaint, please email Us at <<insert email address>>. By telephone, please call Us on <<insert telephone number>>. If you contact Us by post, please write to Us at <<insert address>>.
- 3.2 To contact Us about an order, please email Us at <<insert email address>>. By telephone, please call Us on <<insert telephone number>>. If you contact Us by post, please write to Us at <<insert address>>.
- 3.3 To contact Us about a general enquiry, please email Us at <<insert email address>>, to contact Us by telephone, please call Us on <<insert telephone number>>, and to contact Us by post, please write to Us at <<insert address>>.
- 3.4 [We provide the following methods for you to contact Us:
- <<insert Contact Us form, live chat etc.>>
- 3.5 Use of Our Contact Us form constitutes your agreement to our <<insert link>> of Our Terms of Use, available at <<insert link>> and our Privacy Policy, available at <<insert link>>].]

4. Access to Our Site and Use

- 4.1 Access to Our Site

- 4.2 It is your responsibility to make any necessary arrangements necessary in order to access Our Site.
- 4.3 Use of Our Site is subject to the Terms of Use, available at <<insert link>>. Please ensure you read them carefully, that you understand them, and that you agree to them.
5. **Changes to these Terms**
- 5.1 We may alter these Terms from time to time, for example, to reflect changes in relevant requirements. If We do so, details will be highlighted at the top of Our Site. If the changes are likely to affect your Order, We will inform you by email <<insert method>> and you may contact Us to end the Contract for this reason. If you do not, the changes take effect. If you end the Contract for this reason, we will not refund for any Goods paid for but not received.
- 5.2 If any part of the current Terms of Sale conflicts with any previous version(s), the current version(s) shall prevail unless We explicitly state otherwise.
6. **Business Customers**
- These Terms of Sale do not apply to Business Customers purchasing Goods in the course of their business. [If you are a business customer, please consult our Business Terms of Sale at <<insert link>>.]
7. **[International Customers]**
- Please note that We only deliver Goods to the United Kingdom.]
8. **Goods, Descriptions, and Images**
- 8.1 We make all reasonable efforts to ensure that all descriptions and images of Goods available from Our Site accurately represent the actual Goods. Please note:
- a) Images of Goods on Our Site are for illustrative purposes only. There may be slight variations in the appearance of a product due to the product due to the screen or device displays and lighting conditions;
 - b) Images or descriptions of Goods on Our Site are for illustrative purposes only and the actual Goods may differ. **OR [; and]**
 - c) [Due to the nature of the Goods, there may be a variance of up to <<insert percentage>> in the actual Goods and the description.]
- 8.2 Please note that Part 14 applies to Our responsibility for mistakes due to Our negligence. It does not apply to mistakes in the correct Goods, not to mistakes in the description of Goods. If you receive Goods that are not as described, please refer to Part 14.
- 8.3 Minor changes may happen between your order and the Goods being dispatched. Minor changes may happen between your order and the Goods being dispatched. We may update Our Goods from time to time. This may include updating the Goods being dispatched. We may update Our Goods from time to time. This may include updating the Goods being dispatched. We may update Our Goods from time to time. This may include updating the Goods being dispatched.

and regulatory requirements. We reserve the right to make changes to the Goods to address particular technical or security issues.

Minor changes will not affect your use of the Goods.

<<insert a more detailed description of what changes may be made and why>>.

- 8.4 [As explained in the <<insert a more detailed description of what changes may be made and why>>], we may make changes to certain Goods from time to time. If you end the Contract for this reason, you will receive a refund of the Goods paid for but not received. <<insert a more detailed description of what changes may be made and why>>.]

9. Pricing

- 9.1 We make all reasonable efforts to ensure that prices shown on Our Site are correct. We may change prices from time to time. [All pricing information is subject to change without notice.] Changes in price will not affect any Order that has been placed. Please note, however, that changes in VAT will affect the amount of VAT payable will be.

- 9.2 All prices on Our Site are subject to change without notice. VAT rate changes between your Order being placed and the amount of VAT payable will be automatically adjusted.

- 9.3 All prices are checked for accuracy. If We have shown incorrect pricing information on Our Site, we will simply charge you the correct price.

If the correct price is higher than the price shown on Our Site, we will give you the option to either accept the correct price or to cancel your Order (or the amount of the Order in this case).

If the correct price is lower than the price shown on Our Site, we will give you the option to either accept the correct price or to cancel your Order (or the amount of the Order in this case). If you do not respond within <<insert a period of time>>, We will cancel your Order in writing.

- 9.4 [If We mistakenly show a price for Goods which you could have reasonably expected to end the Contract, refund any sums paid, and request that you return the Goods to Us.]

- 9.5 Delivery charges are shown on Our Site. For more information on delivery options and the order process, please refer to <<insert link>>.

10. Orders and How Contract is Formed

- 10.1 Our Site will guide you through the order process. Before submitting your Order, you will be given the opportunity to review and amend it. Please ensure that you check your information before submitting it.

- 10.2 If you provide Us with incomplete information during the order

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characteristics of the Goods and will

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[certain] Goods from time to time. If
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to time. [All pricing information is
val>>.] Changes in price will not
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VAT rate changes between your
the amount of VAT payable will be

your Order. If We have shown
you of the mistake in writing.

when you make your Order, We

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ds at the correct price or to cancel
not proceed with processing your
u do not respond within <<insert
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please refer to <<insert link>>.
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g process. Before submitting your
view and amend it. Please ensure
submitting it.

plete information during the order

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- Charges must always be made in payment details during the ordering

- [<<insert additional

c)

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- 11.2 We will not charge you any interest on the Goods until We dispatch the Goods.
- 11.3 We accept the following methods of payment:
- <<insert list of payment methods>>
- 11.4 [We may charge you interest on the overdue sum if a payment to Us is not made by the due date, We may charge you interest on the overdue sum at the rate of <<insert percentage>> above the base lending rate of <<insert clearing bank>>. Interest shall accrue on a daily basis from the due date of payment, whether before or after judgment. You must pay the interest due together with the overdue sum.
- 11.5 If you believe that We have charged you an incorrect amount, please contact Us as soon as possible. We will not be charged interest under Part 11.4 on any sum under this Part 11.5.]

12. When You Own the Goods

Ownership of the Goods passes to you when we have received payment in full of all sums due.

13. Delivery

- 13.1 All Goods purchased under the Contract will normally be delivered within 30 calendar days after we receive your Order Confirmation unless otherwise agreed or specified in writing.
- 13.2 We will not be responsible for delays that are outside of our reasonable control. If delivery is delayed, we will inform you as soon as possible and will take all reasonable steps to minimise the impact of the delay.
- 13.3 If there is a risk of non-delivery, you may contact Us to end the Contract and we will refund you the sum you have paid for Goods that you have not received.
- 13.4 [If you are collecting the Goods from us, you can be contacted at <<insert address>> <<insert days>>.]
- 13.5 If you (or someone you nominate) are not available at your address to take delivery of the Goods, we may leave the Goods posted through your letterbox, We will leave a note informing you of the location for re-delivery or of where to collect the Goods.
- 13.6 If you do not arrange for collection of the Goods, we may re-deliver or do not collect them, at our discretion. We may charge you for any additional delivery costs. If, despite Our reasonable efforts, we cannot arrange for re-delivery or collection of the Goods, we may end the Contract and issue you with a refund. We may also claim compensation for any net costs incurred by Us as a result of the non-delivery.
- 13.7 In the unlikely event that we do not deliver the Goods on time (within 30 calendar days of the date of the Contract as otherwise agreed or specified), if the following apply, you may treat the Contract as being at an end:

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- a) We have ref
 - b) In light of a
 - c) You told Us
- or agreed time
- s that delivery within the specified

13.8 If you do not wish 13.7, or if none of the specified
circumstances appl (reasonable) delivery date. If We
fail to meet the new treat the Contract as being at an
end.

13.9 You may cancel all under Parts 13.7 or 13.8 provided
that separating the could not significantly reduce their
value.

Any sums that you cancelled Goods and their delivery
will be refunded to y

If any cancelled Go u, you must return them to Us or
arrange for their co ne costs of postage or collection.
Please contact Us u d above in Part 3 for a return label
or to arrange collec

13.10 Responsibility for t ou once We have delivered the
Goods to the addre r once you (or a carrier organised
by you, if applicable Us.

13.11 As explained in Par responsible for delivering Goods late
or for not delivering you not providing Us with required
information within a asking for it.

14. Faulty, Damaged, or Inco

14.1 This Part 14 provid legal rights as a consumer. These
rights may be subje For full details please refer to the
[Citizens Advice we](#) 0808 223 1133. Nothing in these
Terms of Sale will a

14.2 The Consumer Rig at goods must be as described, fit
for purpose, and c during the expected lifespan of a
product, your legal t

a) Beginning o ive the Goods (and ownership of
them) you h ight to reject them and to receive a
full refund if tated above.

b) If you do n oods, or if the 30 calendar day
rejection per y request a repair of the Goods or
a replaceme y request a repair of the Goods or
associated costs and will carry out
the repair a reasonable time and without
significant in certain circumstances, where a
repair or rep or otherwise disproportionate, We
may instead e (i.e. a replacement instead of a
repair or vi und. If you request a repair or
replacement day rejection period, that period
will be suspe the repair or replacement and will
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Goods. If less than the rejection period, the time period will be reduced to 7 calendar days.

c) If, after a rejection, the Goods still do not conform (or if the Goods are described above, or have failed to act within the rejection period without significant inconvenience to you), you may request a repair or replacement again (you do not have to pay for the repair or replacement if you do not want to), or a refund (you do not have to pay for the repair or replacement, or to return the Goods, or to pay for a refund).

d) If you exercise your right to a refund after you have had the Goods for more than six months (and ownership of them), We may reduce any refund by the amount that you have had out of the Goods.

e) Within a period of six months from the time you have received the Goods (and ownership of them), you must prove that the defect existed at the time of delivery.

14.3 Please note that you must prove that the defect existed at the time of delivery.

a) We informed you of the defect(s) with the Goods before you purchased them; or

b) You have caused the defect(s) yourself, for example, through misuse or intentional damage;

c) You have purchased the Goods for an unsuitable purpose that is not stated in the contract; or

d) The problem(s) is/are due to normal wear and tear; or

e) You have changed the Goods (see Part 16).

14.4 If there is a problem with the Goods, please contact Us using the details provided above in Part 3 for a refund or replacement.

14.5 If you exercise your right to a refund, you must return the Goods to Us.

14.6 To return Goods to Us, arrange for the return of the Goods by post or in person. We will cover the costs of postage or collection. Please contact Us using the details provided above in Part 3 for a refund or replacement.

15. Your Rights to Cancel and Return

15.1 If the Goods are faulty, you may have a legal right to end the Contract, to have the Goods replaced, or to get a full or partial refund. Please refer to Part 16 for more information.

15.2 If you are a consumer, you may have a legal right to a "cooling-off" period. You can end the Contract for any reason. Please refer to Part 16 for more information.

15.3 If you wish to end the Contract, please contact Us using the details provided above in Part 3 for a refund or replacement.

remain out of the original rejection period, the time period will be reduced to 7 calendar days.

Goods still do not conform (or if the Goods are described above, or have failed to act within the rejection period without significant inconvenience to you), you may request a repair or replacement again (you do not have to pay for the repair or replacement if you do not want to), or a refund (you do not have to pay for the repair or replacement, or to return the Goods, or to pay for a refund).

If you exercise your right to a refund after the goods more than six months (and ownership of them), We may reduce any refund by the amount that you have had out of the Goods.

You have received the Goods (and ownership of them), you must prove that the defect existed at the time of delivery.

You must prove that the defect existed at the time of delivery.

(s) with the Goods before you purchased them; or

You have caused the defect(s) yourself, for example, through misuse or intentional damage;

or an unsuitable purpose that is not stated in the contract; or

The problem(s) is/are due to normal wear and tear; or

You have changed the Goods (see Part 16).

Please contact Us using the details provided above in Part 3 for a refund or replacement.

If you exercise your right to a refund, you must return them to Us.

For this Part 14, please post them to Us, arrange for the return of the Goods by post or in person. We will cover the costs of postage or collection. Please contact Us using the details provided above in Part 3 for a refund or replacement.

You may have a legal right to end the Contract, to have the Goods replaced, or to get a full or partial refund. Please refer to Part 16 for more information.

If you are a consumer, you may have a legal right to a "cooling-off" period. You can end the Contract for any reason. Please refer to Part 16 for more information.

If you wish to end the Contract, please contact Us using the details provided above in Part 3 for a refund or replacement.

16. **Cancelling and Ending the Contract**

16.1 If you are a consumer, you have the legal right to change your mind within 14 calendar day “cooling-off” period after we send you the Contract. The period ends as set out below. You may cancel the Order Confirmation at any time.

- a) If the Goods are delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive the Goods.
- b) If the Goods are delivered to you in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of the Goods.

16.2 If you wish to end the Contract during the cooling-off period. You may do so by email, post, or telephone. You must inform Us of your decision to cancel the Contract, providing details of your Order and, where possible, your email address. We also offer a cancellation link>>. Our contact details are provided above in Part 5.

16.3 Your cancellation must be received by Us on the date on which you send it. Provided you send it within the cooling-off period, your cancellation will be valid and accepted.

16.4 Please note that the right to cancel may not apply in the following circumstances:

- a) If the Goods are delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive the Goods.
- b) If the Goods are delivered to you in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of the Goods.
- c) If the Goods are delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive the Goods.
- d) If the Goods are delivered to you in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of the Goods.
- e) If the Goods are delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive the Goods.

17. **Cancelling and Ending the Contract if We Do Something We Have Done or Will Do**

17.1 You may have the right to cancel the Contract because of something We have done or are going to do. This right to cancel applies in the following circumstances:

- a) We have informed you of a coming change to these Terms of Sale that you have not agreed to (see Part 5.1);

Change Your Mind

Contracts Regulations 2013 give you the right to change your mind and cancel the Contract for any reason. This right to cancel applies in the following circumstances: once your Order is complete and you have received the Goods, and when the Contract is formed, and you may cancel for any reason before We send you the Goods.

If the Goods are delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive the Goods.

If the Goods are delivered to you in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of the Goods.

If you wish to end the Contract during the cooling-off period, you must inform Us within the cooling-off period. You may do so by email, post, or telephone. You must inform Us of your decision to cancel and end the Contract, providing details of your Order and, where possible, your email address. We also offer a cancellation link>>. Our contact details are provided above in Part 5.

Your cancellation must be received by Us on the date on which you send it. Provided you send it within the cooling-off period, your cancellation will be valid and accepted.

Please note that the right to cancel may not apply in the following circumstances:

- a) If the Goods are delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive the Goods.
- b) If the Goods are delivered to you in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of the Goods.
- c) If the Goods are delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive the Goods.
- d) If the Goods are delivered to you in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of the Goods.
- e) If the Goods are delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive the Goods.

Change Your Mind if We Do Something We Have Done or Will Do

You may have the right to cancel the Contract because of something We have done or are going to do. This right to cancel applies in the following circumstances:

- a) We have informed you of a coming change to these Terms of Sale that you have not agreed to (see Part 5.1);

- b) We have informed you that the Goods are coming change to the Goods that you do not accept;

c) We have informed you that there is a change in the price or description of the Goods and you do not accept the change;

d) There is a risk that the Goods will be substantially delayed (see Part 13.3);

e) You have accepted the Goods under the Contract because We have done something wrong. (If We have not delivered the Goods at 13.7 or 13.8 apply).

17.2 If you cancel and end the Contract because of the reasons set out in this Part 17, the Contract will end. You will receive a full refund for any Goods which have not been delivered. You may also be entitled to compensation.

17.3 If you wish to end the Contract, you may inform Us in any way you wish (including by email or phone). Please state that you want to cancel and end the Contract, your name, address, details of your Order and, where possible, your address and telephone number. For your convenience, we have provided a contact form at <<insert link>>. Our contact details are provided in Part 13.1.

18. **Returning Goods After Cancellation of the Contract**

- 18.1 Subject to your right to cancel under Part 13.9, if you cancel and end the Contract after Goods have been dispatched or delivered to you, you must return the Goods to Us or arrange for their collection. Please do not use the return label or to arrange for return of the Goods unless we have provided you with a return label or to arrange for return of the Goods.

18.2 If you are exercising your right to cancel under the cooling-off period as set out in Part 13.9, you must return the Goods to Us no more than 14 calendar days after the date on which you informed Us that you wish to cancel.

18.3 [If you are returning the Goods to Us by a third person instead of posting them or handing them to Us, you must ensure that they are received during Our business hours of <<insert hours>> or by a third person authorised by Us to receive the Goods.]

18.4 We will cover the cost of returning the Goods to Us in the following circumstances:

 - The Goods are damaged or lost;
 - You are cancelling the Contract because of upcoming changes to the Contract that you do not agree to;
 - You are cancelling the Contract because of upcoming changes to the Contract that we do not agree to;
 - You are cancelling the Contract because We have made an error in the Contract;
 - You are cancelling the Contract because there is a risk that delivery of the Goods will be substantially delayed due to events outside of Our control;
 - You are cancelling the Contract because you have a legal right to do so (including because we have done something wrong (including

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g) [You are ex off period.]

18.5 In all other circumstances, you shall not change your mind and return the Goods.

18.6 If you are responsible for collecting them, the collecting the Goods

19. Refunds

19.1 All refunds due to you for the amount you are paying for the Goods shall be calculated as the amount refunded the price paid by you less any discounts, rebates, limitations and deductions.

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19.2 All refunds due to you are subject to your right to change your mind. You may request a refund within 14 calendar days of the date of purchase.

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sent the God

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you wish to o

d) If We have dispatched to cancel and e

20. Our Liability to Consume

20.1 We will be responsible as a result of Our negligence or result of Our negligent consequence of Our actions or inaction to Us when the Contractor

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damage that is not f

20.2 We only supply goods for private use by consumers. We make no warranty or representation that the goods are fit for commercial, business or industrial use of any kind (including any loss of profit, loss of business opportunity or business operations).

20.3 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by negligence (including that of Our employees, agents or sub-contractors) or fraudulent misrepresentation.

20.4 Nothing in these Terms shall exclude or limit your legal rights as a consumer including those explained above in Part 14.

21. Complaints and Feedback

21.1 We always welcome feedback from our customers and, whilst We always use reasonable efforts to ensure your experience as a customer of Ours is a positive one, We need your feedback to improve our service. You can contact us from you if you have any cause for complaint.

21.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert link>>.

21.3 If you wish to complain, please contact Us using the contact details provided above in Part 3 or using Our complaints form, available at <<insert link>>, following the instructions included with the form.

22. How We Use Your Personal Data

We will only use your personal data in accordance with Our Privacy Policy, available at <<insert link>> [and Our Terms of Sale, available at <<insert link>>].

23. What Happens if We Transfer Our Business to Another Party

We may transfer (assign) Our obligations under these Terms of Sale (and the Contract) to a third party (for example, if We sell Our business). If this Occurs, We will ensure that your rights under these Terms of Sale (and the Contract) are not affected and Our obligations under these Terms of Sale (and the Contract) will remain bound by them.

24. Other Important Terms

24.1 You may not transfer (assign) your obligations under these Terms of Sale (and under the Contract) to a third party without Our express written permission. We may, however, assign Our obligations under these Terms of Sale (and under the Contract) to a third party if <<insert reasons>>.

24.2 The Contract is between Us and you. No third person or third party shall be entitled to enforce any provision of these Terms of Sale (and the Contract) against you.

24.3 If any of the provisions of these Terms of Sale (and the Contract) are found to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction, the provision(s) shall be deemed to be deleted and the remainder of these Terms of Sale (and the Contract) shall remain in full force and effect.

private use by consumers. We make no warranty or representation that the goods are fit for commercial, business or industrial use of any kind (including any loss of profit, loss of business opportunity or business operations).

it or exclude Our liability for death or personal injury caused by negligence (including that of Our employees, agents or sub-contractors) or fraudulent misrepresentation.

clude or limit your legal rights as a consumer including those explained above in Part 14.

tomers and, whilst We always use reasonable efforts to ensure your experience as a customer of Ours is a positive one, We need your feedback to improve our service. You can contact us from you if you have any cause for complaint.

with Our complaints handling policy and procedure, available at <<insert link>>.

of your dealings with Us, please contact Us using the contact details provided above in Part 3 or using Our complaints form, available at <<insert link>>, following the instructions included with the form.

ut in Our Privacy Policy, available at <<insert link>> [and Our Terms of Sale, available at <<insert link>>].

Another Party

s under these Terms of Sale (and the Contract) to a third party (for example, if We sell Our business). We will ensure that your rights under these Terms of Sale (and the Contract) are not affected and Our obligations under these Terms of Sale (and the Contract) will remain bound by them.

ons and rights under these Terms of Sale (and under the Contract) to a third party without Our express written permission. We may, however, assign Our obligations under these Terms of Sale (and under the Contract) to a third party if <<insert reasons>>.

not intended to benefit any other third person or party will be entitled to enforce any provision of these Terms of Sale (and the Contract) against you.

le are found to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction, the provision(s) shall be deemed to be deleted and the remainder of these Terms of Sale (and the Contract) shall remain in full force and effect.

- Sale. The remainder shall be valid and enforceable.
- 24.4 No failure or delay in the exercise of Our rights under these Terms of Sale means that We have not waived or released 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.
25. **[Alternative Dispute Resolution]**
- 25.1 Alternative dispute resolution refers to ways of resolving disputes between a consumer and Us without going to court.
- 25.2 Our ADR provider is <<insert name of ADR provider>>. If you are unhappy with how We have handled a complaint, you may wish to contact <<insert name of ADR provider>> via their website at <<insert website address>>.
- 25.3 Complaints can be made to <<insert name of ADR provider>> via their website at <<insert website address>>.
- 25.4 <<insert name of ADR provider>> will not charge you for making a complaint, and you may still be entitled to a refund if you are not satisfied with the outcome of the ADR process.
26. **Law and Jurisdiction**
- 26.1 These Terms of Sale apply to the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.
- 26.2 If you are a consumer, nothing in any mandatory provisions of the law in your country or in any regulation in Part 26.1 takes away from or restricts your legal rights.
- 26.3 If you are a consumer, any controversy, proceedings, or claim arising out of or in connection with these Terms of Sale or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England, Scotland, or Northern Ireland, as determined by your residence.
- 26.4 If you are a business, any controversy, proceedings, or claim arising out of or in connection with these Terms of Sale or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.