

## 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 on which Goods are sold by Us to consumers through this website, <<insert link>>.

These Terms of Sale explain how you or We may change the terms of the Contract, what to do in the event of problems, and other important information.

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 this website. All documents referred to herein are in the English language.

The following documents are referred to herein:

- Our Terms of Use, <<insert link>>. These terms are also referred to herein as the "Terms of Use".
- Our Privacy Policy, <<insert link>>.
- [Our Cookie Policy, <<insert link>> in Part 22.]
- Our Acceptable Use Policy, <<insert link>>. This is also referred to below as the "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 important information.

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 this website. All documents referred to herein are in the English language.

The following documents are referred to herein:

<<insert link>>, apply to your use of Our Site. These terms are also referred to herein as the "Terms of Use".

<<insert link>>. This is also referred to below as the "Privacy Policy".

<<insert link>>. This is also referred to below as the "Cookie Policy".

at <<insert link>>. This is also referred to below as the "Acceptable Use Policy".

otherwise requires, the following expressions have the following meanings:

the purchase and sale of Goods, <<insert link>> 10;

communications facility that We provide on Our Site enabling you to contact Us <<insert link>> to, contact forms and live chat <<insert link>>.

provided by Us through Our Site;

the Goods;

the receipt and confirmation of your Order;

the Order number for your Order; and

<<insert business name>>.

- 1.2 Unless the context requires otherwise, any reference in these Terms of Sale to:
- 1.2.1 “writing”, a document or 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 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 wish to contact Us to end the Contract for this reason. If you do, no 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 purchases made by 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 slightly from the description 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 dispatch of the Goods from time to time. This may happen due to the Goods being dispatched. Minor changes may happen due to reflect changes in relevant laws

and regulatory requirements. Minor changes will not affect your use of the Goods.

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 Contract, We may make changes to the Goods. We make such changes to the Contract before you receive the Goods. 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 shown inclusive of VAT. 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 simply charge you the correct price.

If the correct price is lower than the price shown on Our Site, we will give you the opportunity to cancel your Order (or the amount of the Order in this case) within a specified period of time. If you do not respond within <<insert a period of time>>, We will proceed with the Order and inform you of the cancellation 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, please refer to <<insert link>>. Delivery options and order process.

## 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 order details before submitting it.

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

process. Before submitting your Order, you will be given the opportunity to review and amend it. Please ensure that you check your order details before submitting it.

characteristics of the Goods and will not affect your use of the Goods.

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

[As explained in the Contract, We may make changes to the Goods. We make such changes to the Contract before you receive the Goods. 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>>.]

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

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.

VAT rate changes between your Order being placed and the amount of VAT payable will be automatically adjusted.

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 simply charge you the correct price.

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

[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.]

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

g process. Before submitting your Order, you will be given the opportunity to review and amend it. Please ensure that you check your order details before submitting it.

plete information during the order

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

- [<<insert additional

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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 the date of the Contract or 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 damage to the Goods, 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, you can be contacted <<insert days>> on <<insert hours>> instead of having them delivered to your address. We will deliver the Goods less hours of <<insert hours>> on <<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 and arrange 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, We will contact you to arrange for collection. 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 deduct from the refund compensation for any net costs incurred by Us as a result of the delay.
- 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  
resume on ive the replacement or repaired

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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 meet the requirements without significant inconvenience to you), you may request a repair or replacement again (you may also request a refund). We cannot require you to act within a specific time period (other than the time period you specify), you may do so if you do not have a reasonable opportunity to do so if you do not request a repair or replacement, or to keep the Goods at a reduced price, or to request a refund.

d) If you exercise your right to reject the goods more than six months after you have received them (and ownership of them), We may require you to prove that you have had out of the Goods.

e) Within a period of time after you have received the Goods (and ownership of them), you may not last a reasonable length of time, you may request a refund. Please be aware that after six months have passed since you received the Goods, you must prove that the defect existed at the time of delivery.

14.3 Please note that you may not claim under this Part 14 if:

a) We informed you of the problem(s) with the Goods before you purchased them, or the problem(s) was obvious to you before you purchased them; or

b) You have caused the problem, or intentional or negligent damage to the Goods, for example, through misuse or neglect; or

c) You have purchased the Goods for an unsuitable purpose that is not made known to Us and the problem(s) has/have resulted from that purpose; or

d) The problem is 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.

14.5 If you exercise your right to reject the Goods, you must return them to Us.

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

## 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 them replaced, or to get a full or partial refund. Please refer to Part 15.2 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 15.3 for more information.

15.3 If you wish to end the Contract, please contact Us. We will try to resolve something We have done or are doing, or more information.

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 meet the requirements without significant inconvenience to you), you may request a repair or replacement again (you may also request a refund). We cannot require you to act within a specific time period (other than the time period you specify), you may do so if you do not have a reasonable opportunity to do so if you do not request a repair or replacement, or to keep the Goods at a reduced price, or to request a refund.

If you exercise your right to reject the goods more than six months after you have received them (and ownership of them), We may require you to prove that you have had out of the Goods.

Within a period of time after you have received the Goods (and ownership of them), you may not last a reasonable length of time, you may request a refund. Please be aware that after six months have passed since you received the Goods, you must prove that the defect existed at the time of delivery.

Please note that you may not claim under this Part 14 if:

(s) with the Goods before you purchased them, or the problem(s) was obvious to you before you purchased them; or

You have caused the problem, or intentional or negligent damage to the Goods, for example, through misuse or neglect; or

for an unsuitable purpose that is not made known to Us and the problem(s) has/have resulted from that purpose; or

The problem is due to normal wear and tear; or

You have changed the Goods (see Part 16).

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

If you exercise your right to reject the Goods, you must return them to Us.

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

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If you wish to end the Contract, please contact Us. We will try to resolve something We have done or are doing, or more information.

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 and end the Contract, providing the 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 on the final day of 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 change your mind applies once your Order is complete and you have received the Goods. You may cancel the Contract 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 any way you wish (including by email, post, or telephone). You must inform Us that you want to cancel and end the Contract, providing the 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 on the final day of 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);

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- b) We have informed you of an upcoming change to the Goods that you do not agree to;
- c) We have informed you of an error in the price or description of the Goods and you do not agree to it;
- d) There is a risk that the Goods will be substantially delayed due to events outside of Our control (see Part 13.3);
- e) You have asked Us to cancel the Contract because We have done something wrong (including but not limited to We have not delivered the Goods within the time set out in Part 13.7 or 13.8 apply).

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

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17.3 If you wish to end the Contract for any reason, you may inform Us in any way you wish (including by email or by post). Please state that you want to cancel and end the Contract, your name, address, details of your Order and, where possible, your email address and telephone number. For your convenience, you may use the cancellation form at <<insert link>>. Our contact details are provided in Part 3.

## 18. Returning Goods After Cancellation of the Contract

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18.1 Subject to your right to cancel and end the Contract under Part 13.9, if you wish to return the Goods after Goods have been dispatched or delivered to you, you must return the Goods to Us or arrange for their collection. Please contact Us using the details provided above in Part 3 for a return label or to arrange collection.

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 you informed Us that you wish to cancel.

18.3 [If you are returning the Goods, you must do so by a courier or a person instead of posting them or by a method that does not provide for tracking during Our business hours of operation.]

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

- a) The Goods are damaged or lost in transit;
- b) You are cancelling the Contract because of upcoming changes to the Goods that you do not agree to;
- c) You are cancelling the Contract because of upcoming changes to the price or description of the Goods that you do not agree to;
- d) You are cancelling the Contract because We have made an error in the price or description of the Goods;
- e) You are cancelling the Contract because there is a risk that the Goods will be substantially delayed due to events outside of Our control;
- f) You are cancelling the Contract because you have a legal right to do so (including but not limited to We have done something wrong (including

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the Goods on time and the  
ply)[.] **OR** [.]

## Change your mind under the cooling-

If you are exercising your right to  
period, you must cover the costs of

...ing the Goods to Us and We are  
...ll only be the direct cost to Us of

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the same method used by you when  
test an alternative)]. You will be  
for delivery, subject to the following

change your mind under the cooling-off period to reflect any reduction in the value of the Goods that has been caused by your handling of the Goods. This reduction must not be permitted in a shop. If We receive the Goods and subsequently you return the Goods in this way, We may charge you

Cheapest option available for your  
not reimburse premium delivery  
cheapest delivery option is <<insert  
select <<insert example, e.g. 24  
and for delivery charges will only be  
option.

as possible. If you are exercising  
 a cooling-off period, We will issue your

Returned Goods;

supplying evidence) that you have  
;

day on which you inform Us that  
act; or

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

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loss or damage that you may suffer of Sale (or the Contract) or as a is foreseeable if it is an obvious or if it is contemplated by you and not be responsible for any loss or

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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 goods are fit for commercial, business or industrial use of (e.g. for resale or for use in a business). We will not be liable to you for any loss of profit, loss of business opportunity or for any loss of business or other advantage, whether or not such loss or disadvantage is caused by our negligence or otherwise.
- 20.3 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by our 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 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 about any aspect of your dealings with Us, please contact Us using the 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 (e.g. if We sell Our business). If this Occurs, We will inform you and 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) are transferred to the third party who 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 for the sole benefit of the consumer and no person or third party other than the consumer will be entitled to enforce any provision of these Terms of Sale (and under the Contract).
- 24.3 If any of the provisions of these Terms of Sale (and under the Contract) are found to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction or other authority, that / those provisions shall be deemed to be deleted and the remainder of these Terms of Sale (and under 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 your 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 We do 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, these Terms of Sale do not override any mandatory provisions of the law in your country, and any provision in Part 26.1 that takes away from or restricts those provisions shall be deemed null and void.
- 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, Wales, and Wales.