

## BACKGROUND:

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

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

## 1. Definitions and Interpretation

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

otherwise requires, the following meanings:

“Contract”

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

“Order”

an order for the Services;

“Order Confirmation”

the receipt and confirmation of your Order;

“Services”

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

“We/Us/Our”

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

## 2. Information About Us

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

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

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

regulator(s)>>].

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

association(s) etc.>>].

2.4 [<<insert further information>>].

## 3. Access to and Use of Our Site

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

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

arrangements necessary in order to access Our Site.

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

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customers during your

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

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

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

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

## 8. Orders – How Contracts are Made

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

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

8.3 Order Confirmations will include the following information:

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

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

8.3.3 <<insert additional information>>.

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

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

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



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from you in order to provide the  
soon as is reasonably possible.  
you have ordered, We may require  
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e there is a delay in you sending  
under sub-Clause 10.4, We may  
of that suspension by <<insert

and under sub-Clauses 10.6, or 10.7  
during the period of suspension. You  
may be due by the appropriate due

required by Clause 9, We may  
y and all outstanding sums due. If  
sert communication method(s)>>.  
ou interest on any overdue sums

## 11. Your Legal Right to Cancel

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

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

11.2.1 Telephone: <<insert number>>

11.2.2 Email: <<insert email>>

11.2.3 Post: <<insert address>>

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

11.4 As specified in sub-clause 11.2, if you request cancellation within the cooling off period you are requesting that the Services begin with a refund. By requesting that the Services begin with a refund and agree to the following terms:

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

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

## 12. Cancellation After the Legal Cooling Off Period

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

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- ### 13. Our Rights to Cancel

- 12.4.4 We are advised that the event outside of Our control [that continues for a period of >>] (as under sub-Clause 16.2.5).

- 12.6 Refunds under this Agreement shall be made to you within <<insert period>> days after the date on which you inform Us that you no longer wish to use the Services and in any event no later than 30 days after the date on which you inform Us that you no longer wish to use the Services. Refunds will be made using the same payment method you used to pay for the Services [unless you specifically request that We make the refund using a different method].

- ### 13. Our Rights to Cancel

- 13.2 We may cancel the Event if we have begun providing them due to an Event outside of Our control for more than <<insert period>>] (as under sub-Clause 13.1), or if we determine that the non-availability of required personnel and/or [REDACTED] is necessary for the provision of the Services. In such case, We may be required to pay for Services that We

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have already provided, We may cancel the Contract at any time and will give you written notice of such cancellation. If no refund is due to you or, if no refund payment will be due to you, such sums will be deducted from any refund due to you for the relevant sums] OR [no refund will be due to you, such sums will be deducted from any refund due to you for the relevant sums]

13.3 Once We have begun the Services, We may cancel the Contract at any time and will give you written notice of such cancellation. If no refund is due to you or, if no refund payment will be due to you, such sums will be deducted from any refund due to you for the relevant sums]

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

13.5 We may cancel in the following circumstances:

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

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

#### 14. Problems with the Services

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

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

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

14.4 As a consumer, you have the right to request repeat performance of the Services. For full details of your rights and guidance on exercising them, please contact your local Citizens Advice Bureau or Trading Standards. If you are not satisfied with the performance of the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to request a refund. If the Services are not performed in accordance with the information provided about them, you also have the right to request a refund. If a refund is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns the performance of the Services), you have the right to request a refund. For any reason We are required to provide a refund, We will not charge you for our legal rights, We will not charge

which We inform you that We are required to provide a refund. For any reason We are required to provide a refund, We will not charge you for our legal rights, We will not charge

s, We may cancel the Contract at any time and will give you written notice of such cancellation. If no refund is due to you or, if no refund payment will be due to you, such sums will be deducted from any refund due to you for the relevant sums]

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#### 15. Complaints

s, We may cancel the Contract at any time and will give you written notice of such cancellation. If no refund is due to you or, if no refund payment will be due to you, such sums will be deducted from any refund due to you for the relevant sums]

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s, We may cancel the Contract at any time and will give you written notice of such cancellation. If no refund is due to you or, if no refund payment will be due to you, such sums will be deducted from any refund due to you for the relevant sums]

s, We may cancel the Contract at any time and will give you written notice of such cancellation. If no refund is due to you or, if no refund payment will be due to you, such sums will be deducted from any refund due to you for the relevant sums]

# SAMPLE

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

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

## 15. Our Liability

- 15.1 We will be responsible as a result of Our negligence. Loss of Our breach or negligence Contract is created. not foreseeable.
- 15.2 We provide Service warranty or representation for any loss of profit of business opportunity
- 15.3 [If We are providing will make good the responsible for any We may discover w
- 15.4 Nothing in these Terms or personal injury caused agents or sub-contractors
- 15.5 Nothing in these Terms to perform the Service information provided
- 15.6 Nothing in these Terms consumer. For more Citizens Advice Bureau

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

We provide Service warranty or representation for any loss of profit of business opportunity

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

Nothing in these Terms or personal injury caused agents or sub-contractors

Nothing in these Terms to perform the Service information provided

Nothing in these Terms consumer. For more Citizens Advice Bureau

## 16. Events Outside of Our Control

- 16.1 We will not be liable where that failure is beyond Our reasonable control. internet service provider, fire, explosion, flood, of war, government event that is beyond
- 16.2 If any event described affect Our performance
  - 16.2.1 We will inform

may in performing Our obligations any cause that is beyond Our but are not limited to: power failure, action by third parties, civil unrest, subsidence, acts of terrorism, acts other natural disaster, or any other

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

16.2.1 We will inform reasonably possible;

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

continues for more than <<insert  
Contract and inform you of the  
you as a result of that cancellation  
reasonably possible and in any event  
the date on which We inform you

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

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

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

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

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

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

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

of your dealings with Us, please

contact Us in one of the following ways:

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

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

18.3.3 [Using Our contact form;]

18.3.4 [By contacting Us on the telephone by dialling the telephone number below, choosing option 1;]

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

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

by following the instructions included with the form;]

<<insert telephone number>> [and option 1 when prompted.]]

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

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

## 20. Other Important Terms

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

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

20.3 The Contract is between Us and you. No other person or third party will be entitled to enforce any provision of these Terms of Sale.

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

20.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We are not waiving that right and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of that provision.

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

## 21. Law and Jurisdiction

21.1 These Terms and the Contract shall be governed by the law of England and Wales (whether contractual or tortious) and shall be construed in accordance with the law of England and Wales [Northern Ireland] [Scotland].

- 21.2 If you are a consumer and any mandatory provisions of the law in your country prevent you from relying on the provisions in Sub-Clause 21.1 above takes away or reduces your liability, you shall not be bound by the provisions in Sub-Clause 21.1 above and shall be entitled to rely on those provisions.
- 21.3 If you are a consumer and any dispute, controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance of the contract (contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.
- 21.4 If you are a business and any dispute, controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance of the contract (contractual or otherwise) shall be subject to the jurisdiction of the courts of [non] exclusive jurisdiction of [England & Wales] [Northern Ireland] [Scotland].

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