

BACKGROUND:

These Terms of Sale set out the conditions by which we sell and provide our Services by Us to business customers (the "Customer") through Our Site ("Our Site"). Please read these Terms of Sale carefully before ordering any Services. You will be required to read and accept these Terms of Sale before you can order Services. If you do not agree to comply with and be bound by the Terms of Sale, you will not be able to order Services through Our Site. These Terms of Sale are in the English language only.

1. Definitions and Interpretation

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

"Contract"

["Data Protection Legislation"

"Order"

"Order Confirmation"

"Order Number"

"Services"

"We/Us/Our"

2. Information About Us

2.1 Our Site, <<insert business name>> [

h Services are sold and provided by Us to business customers through <<insert website address>> ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services. You will be required to read and accept these Terms of Sale before you can order Services. If you do not agree to comply with and be bound by the Terms of Sale, you will not be able to order Services through Our Site. These Terms of Sale are in the English language only.

otherwise requires, the following

the purchase and sale of Services as set out in Clause 7;

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

of the Services;

receipt and confirmation of your

number for your Order;

which are to be provided by Us to the Customer in accordance with our Order (and confirmed in Our Order Confirmation) and

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

owned and] operated by <<insert business name>> registered in England under <<insert company number>>

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

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

7. Orders – How Contracts

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

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your interest on the sum of <<insert percentage between 2 and 4>>% per annum from time to time. We will not charge interest on the sum until the payment is made or after judgment. We will charge interest on the sum.

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

9. Provision of the Services

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

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

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

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

- 9.5 If We require any information or action from you in order to provide the Services, We will request it as soon as is reasonably possible. Depending upon the information or action you have ordered, We may require you to provide the following information or action:

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

- 9.7 In certain circumstances, if there is a delay in you sending Us information or action under sub-Clause 9.5, We may suspend the Services. We may suspend the Services for a period of that suspension by <<insert period>>.

- 9.8 In certain circumstances, where We encounter a technical problem, We may suspend the Services. We may suspend the Services for a period of that suspension by <<insert period>>.

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

of <<insert percentage between 2 and 4>>% per annum from time to time. We will not charge interest on the sum until the payment is made or after judgment. We will charge interest on the sum.

apply if you have promptly contacted Us to dispute an invoice. While the dispute is ongoing, We will charge interest on correctly invoiced amounts from the due date.

able skill and care [consistent with the best practices and standards of the market/sector/industry] [market] OR [sector] OR [industry] as agreed when you ordered the Services (We shall confirm in the Order Confirmation).

a period of <<insert period>>] OR until the estimated completion date in the Order Confirmation].

provide the Services in a timely manner [and to compensate you for any delay]. We cannot, however, be held responsible for any delay that is outside of Our control. Please refer to Clause 14 for details on Our control.

Us (as a data processor) on your behalf (as a data controller) shall be responsible for providing the Services in accordance with the requirements of a separate Data Processing Agreement between Us and you, or the requirements of the Data Protection Legislation.]

from you in order to provide the Services, We will request it as soon as is reasonably possible. Depending upon the information or action you have ordered, We may require you to provide the following information or action:

you take under sub-Clause 9.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. We will not be responsible for any delay caused as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, We may charge you a fee for that work.

there is a delay in you sending Us information or action under sub-Clause 9.5, We may suspend the Services. We may suspend the Services for a period of that suspension by <<insert period>>.

where We encounter a technical problem, We may suspend the Services. We may suspend the Services for a period of that suspension by <<insert period>>.

ed under sub-Clauses 9.7, or 9.8, We will not be responsible for any delay caused as a result of the period of suspension. You

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

11.1 You may end the C
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14.2.5).

11.2 If you wish to can
cancellation in any
cancellation form of
the Order Confirma
the following details

11.2.1 Telephone: <

11.2.2 Email: <<ins

11.2.3 Post: <<inse

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telephone nu

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11.4 Eligibility for refunds
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relevant terms will b
Confirmation. [If y
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comply with any of y

11.5 Refunds under this
any event within 14
wish to cancel.

11.6 Refunds under this
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to you as soon as possible, and in
y on which you inform Us that you

using the same payment method
unless you specifically request that

11. Ending the Contract Because We Have Done (or Will Do)

any time by giving Us written notice

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

ceiver or administrator appointed

our material disadvantage;

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

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

er>>;

ur name, address, email address,
er.

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

the Services ordered. You will be
il the point at which you inform Us
at this may include charges for
ten where We have reasonably
d from any refund due to you or, if
he relevant sums. Details of the
tion>> and confirmed in Our Order
to Our breach under sub-Clause
any payment to Us (unless such
control or is due to your failure to

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

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unless you specifically request that

We make a refund u

12. Our Rights to Cancel

12.1 For cancellations be
Clause 7.8.

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

12.3 Once We have beg
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written notice of s
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due to you or, if no

12.4 We may cancel in
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We make a refund u

13. Our Liability

13.1 Subject to sub-Clau
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business opportunit
in connection with a

13.2 Subject to sub-Clau
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whether in contract
otherwise, shall be
total sums paid by y

the Services, please refer to sub-

begun providing the Services due
continues for more than <<insert
or due to the non-availability of
necessary for the provision of the
required to pay for Services that We
which We inform you that We are
m any refund due to you or, if no
levant sums] **OR** [no payment will
de any payment to Us, such sums

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

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

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

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

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

using the same payment method
unless you specifically request that

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

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

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sum.

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

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

14. Events Outside of Our Control

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

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

14.2.1 We will inform you as soon as reasonably possible;

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

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

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

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

Telephone: <<insert telephone number>>;

Email: <<insert email address>>;

Post: <<insert postal address>>;

In each case, we will refund to you the amount you have paid to us as a result of such cancellation as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you inform us of the cancellation.

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

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

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

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

asonably possible;

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

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

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

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

er>>;

ur name, address, email address, telephone number, and postal address. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you inform us of the cancellation.

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15. **Communication and Contact**

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

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16. **Complaints and Feedback**

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

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

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

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18. **Other Important Terms**

- 18.1 We may transfer (and you may not) all or part of Our obligations and rights under these Terms of Sale (and under the law that applies to this Agreement) 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 and rights under these Terms of Sale will not be affected and Our obligations and rights will be transferred to the third party who will remain bound by these Terms of Sale.
- 18.2 You may not transfer (and you may not assign) all or part of Our obligations and rights under these Terms of Sale (and under the law that applies to this Agreement) without Our express written permission.
- 18.3 The Contract is between you and Us. It is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of these Terms of Sale.
- 18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction or other authority, that / those provision(s) shall be severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 18.5 No failure or delay in performance of Our rights under these Terms of Sale means that We have waived any breach of any provision of these Terms of Sale and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of that provision.
- 18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. 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. The revised Terms of Sale will take effect. If you wish to cancel the Contract as a result of a change to these Terms of Sale, you must do so within the time period set out in clause 11.1.3.

19. **Law and Jurisdiction**

- 19.1 These Terms of Sale shall be governed by, and construed in accordance with, the law of England and Wales (whether or not that law is the law of the country in which you or Us are located) between you and Us (whether or not you or Us are in the same country).
- 19.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matter arising out of or in connection with these Terms of Sale (whether contractual or otherwise) shall be referred to and decided by the courts of England and Wales.