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## **Terms and Conditions for Use and Sales**

These terms and conditions were last updated on [insert date]

### **1. Introduction**

**1.1** These terms & conditions set out the terms between you, the customer and us, the website owner.

**1.2** Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full.

**1.3** You should not use this website if you do not accept these terms & conditions in full.

### **2. Customer Information**

**2.1** You should always check that the contact information you provide is correct before creating a customer account or proceeding to payment.

**2.2** You are responsible for maintaining your own username and password where required to access your customer account. You should ensure that you store your username and password securely and that the details required to access your customer account are not provided to another party.

**2.3** As a customer, you are responsible for your customer account and actions taken within it. If you are aware or suspect that your customer account username and password or other details have become known to a third party, you should inform us immediately.

**2.4** Our website is only intended for use by adults. Adults may purchase products for children as long as the products purchased are intended by the manufacturer for use or consumption by children.

**2.5** We reserve the right to restrict or remove your access to this website where you breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to you where we deem it appropriate or necessary.

### **3. Privacy**

We take your privacy seriously. We are registered under and comply with the Data Protection Act 2018 and General Data Protection Regulation (GDPR). For further details, please see our Privacy Policy.

### **4. Product Pricing, Title & Compatibility**

**4.1** We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found, we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any overpayment made by you (as applicable). The processing of an order can be cancelled or corrected by us at any time up to the electronic shipment of that order and any related items.

**4.2** All prices are displayed inclusive of Value Added Tax (VAT) or other applicable sales tax. Furthermore, on the checkout page(s) and all email or paper receipts, the VAT or sales tax element will be clearly and separately displayed as part of the total cost of your order.

**4.3** We reserve the right to alter all product pricing without notice.

**4.4** Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account, and your order has been shipped.

**4.5** We are responsible for any loss or damage to any products until you receive them.

**4.6** We will provide full details of the compatibility or system requirements typically required for the successful installation and use of any download goods. This includes any restrictions on use, such as digital rights management (DRM) or other restrictions that may limit use. However, please note we are unable to provide a detailed assessment of your specific equipment and its suitability for use or with any downloadable products.

### **5. Your Order**

**5.1** When you place an order, you will automatically receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase the goods specified in the order.

**5.2** Your offer is only accepted by us once we have emailed you to confirm the electronic dispatch of your order.

**5.3** Product items not included within the dispatch email are not included in the order and contract between you and us.

**5.4** We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

**5.5** If we are unable to reasonably ascertain these details or resolve these issues, a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered, nor will a refund be made to any third-party card or account.

## **6. Cancellation Rights and Refunds**

**6.1** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your purchase.

**6.1.1** IMPORTANT - However, to benefit from this right, you will not have access to download or install the downloadable, electronic or "softcopy" goods during the notice or "cooling off" period; please see below.

**6.1.2** To exercise your right to cancel, you must notify us in writing, either by email or by completing a cancellation form on our website, within **14 working days** from the day after your goods were ordered. Please note - a telephone call is not a valid cancellation.

**6.1.3** IMPORTANT – If you wish to have immediate access to your ordered product or products, you must tick the box provided at the checkout stage that specifically waives your right to a cooling off period of 14 working days and the right to cancel during that period.

**6.2** Refunds will be given for any goods where they are found by us to be defective.

**6.3** Refunds will not be given where we are unable to replicate the issue or the issue stems from the user or their equipment.

## **7. Customer Complaints**

We endeavour to respond to all customer complaints or queries within five working days.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

- 8. Faulty Products and Services**
- 9. Events Outside Our Control**
- 10. Licence**
- 11. Copyright**
- 12. User Generated Content**
- 13. Limitations and Exclusions of Liability**
- 14. Indemnity**
- 15. Variation**
- 16. Assignment**
- 17. Severability**
- 18. Waiver**
- 19. Third Parties**
- 20. Entire Terms & Conditions**
- 21. The Consumer Rights Act 2015**
- 22. Your Statutory Rights**
- 23. Jurisdiction**

Our contact details are as follows:

[Insert Organisation name and full address here]

Email: [insert]

*[No premium-rate or revenue sharing numbers for sales or customer service numbers]*

Telephone

From within the UK: [insert]

International: [insert]

[Insert, if applicable]

Company registration number:

VAT registration number:

## **Website Privacy Policy**

### **1. Data Protection**

We comply with the principles of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) when dealing with all data received from customers or visitors to our website.

### **2. Our Services**

We only hold the data necessary to offer services provided on our website. We do not ask for or use more data than necessary to provide you with a proper service. This means we only process and hold data related to purchases and subsequent support related to those purchases in accordance with Article 6(1)(b) of the General Data Protection Regulation (GDPR). Any processing of your data is only done to provide or perform the services or products you have purchased.

### **3. Data Protection Register**

Data is only used for the purposes described in our entry on the Data Protection Register.

**Sample document – the remaining are clause headings only  
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### **4. Required Period**

### **5. Card & Payment Processing Data**

### **6. Backup & Data Storage**

### **7. Data Requests & Right to Erasure**

### **8. Email Updates**

### **9. Our Promise**

### **10. Data Sharing with Partners**

## **11. Spam**

## **12. Product Updates**

## **13. Email Content**

## **14. Cookies**

## **15. Contact Us**

If you have any questions relating to our Privacy Policy or wish to contact us regarding the data, we hold relating to you, please email us at [\[Insert email address here\]](#) or use our contact form.

This policy was last updated on [\[insert date\]](#)

## **Schedule**

[\[Insert details of partners with whom you share customer data and the purpose for which it is shared. If you do not share data remove this Schedule\]](#)

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## **Cookies Policy**

Our website uses "cookies" to track use and allow customers to purchase from our website. Please note that these cookies do not contain or pass any personal, confidential, or financial information or any other information that could be used to identify individual visitors or customers purchasing from our website. Please note that you are free to refuse cookies. However, for purely technical reasons, this may prevent you from purchasing from our website. This is because anonymous cookies are commonly used to keep track of the contents of customers' shopping baskets or trolleys during the checkout process. This facility ensures that the items added to (or removed from) your basket are accurately stated when you go to pay.

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