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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 the General Data Protection Regulation (GDPR). For further details, please see our Privacy Policy.

4. Product Pricing, Title and Responsibility

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 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 and received by you.

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

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 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. Shipping and Customs Duty

6.1 All orders received by us are shipped subject to availability.

6.2 We reserve the right to ship products at a later date (up to 28 days after purchase) where the product ordered is not in stock at the time of purchase. In this situation, you will be contacted and offered a full refund instead of delivery of the product.

6.3 We cannot be held responsible for disruption to shipping caused by industrial disputes or actions outside our direct control. If such disruption occurs, you will be offered delivery via an alternative delivery or fulfilment company or a full refund.

6.4 If you are ordering a product from outside the UK, the recipient of the product is responsible for all customs duties or tariffs incurred in the country to which the products are shipped. Furthermore, your order may be subject to delay or be opened and searched by local customs authorities when entering the destination country. Please note we are unable to provide specific advice on customs duties or tariffs.

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

7. Cancellation Rights, Returns and Refunds – Physical Goods

8. Cancellation Rights and Refunds – Digital Download Goods

9. Customer Complaints

10. Faulty Products

11. Events outside our control

12. Licence

13. Copyright

14. User Generated Content

15. Limitations and Exclusions of Liability

16. Indemnity

17. Variation

18. Assignment

19. Severability

20. Waiver

21. Third Parties

22. Entire Terms & Conditions

23. The Consumer Rights Act 2015

24. Your Statutory Rights

25. Jurisdiction

These terms & conditions shall be interpreted, construed, and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

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.

4. Required Period

We only hold personal data for as long as necessary. Once data is no longer needed, we delete it.

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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]

Cancellation Rights, Returns and Refunds Policy

1. Physical Goods

1.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your purchase. However, to exercise this right, you must notify us in writing (email or letter) within **14 working days** from the day after you receive your goods. After notifying us, you then have a further **14 working days** in which to actually return the goods to us.

1.2 As stated above, notification of cancellation must be in writing, either by email or by completing a cancellation form on our website. We will acknowledge receipt of your cancellation request. Please note - a telephone call is not a valid cancellation.

1.3 No right of cancellation, refund, or return exists under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 once you have used your product unless the product is defective, and you are returning it for this reason.

1.4 Goods that are sealed or shrink-wrapped and this is removed can only be returned if they are defective.

1.5 No right of cancellation exists for personalised goods or goods that are intimate in their nature or goods where there may be hygiene issues, unless defective.

1.6 Please observe the following procedure for all returns to us:

1.6.1 On the back of your delivery note or on another piece of paper (if you no longer have your delivery note), include your order number and the reason for the return.

1.6.2 If you are returning your product because it is defective, please state the defect or defects.

1.6.3 Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately, we will be unable to issue a refund where the product is in an incomplete state.

1.7 If the original packaging surrounding the product has been damaged or destroyed, we will only issue a refund if the product is being returned due to a defect. If the original packaging of a defective product has been damaged or destroyed, you should ensure that the returned product is adequately packed for shipment back to us.

1.8 Unless the product purchased is stated by us on our website as qualifying for free returns, you are responsible for paying any postage or shipping costs incurred when returning the product.

1.9 Where you bear the cost of any returns, we will make this information clearly available to you before your purchase – in the event that such information is not provided by us, we will bear the cost of any returns.

1.10 For bulky items, we will also provide an estimate of the likely cost of any return.

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2. Digital Download Goods

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

2.1.1 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.

2.1.2 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.

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2.1.3

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2.3

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.