

Terms and Conditions for the Sale of Goods (version 1.0)¹

You will be asked to expressly agree² to these terms and conditions before ordering Products from this Site. Please read them carefully. If you do not agree to them, do not order any Products from this site. In order to indicate your acceptance of these terms and conditions, you must [click on the button marked “I Agree” at the end of the document].³

Please note that you may only purchase Products from this site if you are over 18 and resident in England or Wales.⁴

(1) Definitions and interpretation

In this Agreement “we” means [NAME] (and “us” and “our” shall be construed accordingly); and “you” means the relevant customer or potential customer as the case may be (and “your” shall be construed accordingly).

In this Agreement, the following definitions shall apply:

“Agreement” means this agreement incorporating any terms set out in our Second Acknowledgement;

¹ This template is designed to be used in connection with online sale and supply by businesses established in England and Wales of certain products (not services) to consumers (not businesses) situated in England and Wales via automated web-based procedures (rather than via email, for example) on a one-off (rather than recurring) basis. It is unsuitable for other uses. In particular, it is or may be unsuitable for use in relation to: (i) products which are the subject of special regulation (e.g. food and drink, tobacco products, pharmaceuticals or firearms or IT equipment); (ii) second-hand goods; (iii) products which require a licence of intellectual property rights; (iv) products which give rise to particular risks or require special care or treatment; (v) high value products; and (vi) products which have been made to order or tailored for a particular customer. It assumes that all customers must pay up-front; it does not contain a product substitution provisions, or detailed provisions regarding returns and refunds. At the risk of stating the obvious, the use of properly drafted terms of sale does not exhaust your legal obligations in relation to the sale of goods from a website. The template does not offer, and is not intended to offer, the best legal protection available (which will usually only be possible with fully bespoke agreements). Many of the provisions in the template are included to deal with specific legal requirements, and you should therefore be wary of deleting provisions. The legal issues relating to sale of goods contracts are not always straightforward and, if you are in any doubt, you should seek professional advice.

² It is important to ensure that the terms and conditions are properly accepted by the customer. The terms must be brought to the attention of the customer before he or she has committed to a purchase. However, simply including a link to the terms from the purchase page may not be sufficient to ensure that they are incorporated into the contract. We usually advise that, before a purchase is made, customers should click an “I agree” button (or tick an appropriate checkbox) after having been made to scroll down through a copy of the terms.

³ Indicate the method of acceptance of the terms here.

⁴ If you intend to supply goods from or to any other countries, you should take specific advice from an appropriately qualified lawyer.

“First Acknowledgement” means the initial automatic email acknowledgment which we will send to you after receiving your Order;⁵

“Order” means your order for Products made via the Site;

“Products” means goods which may be purchased by you from the Site;

“Second Acknowledgement” means the email acknowledgment which we will send to you (where appropriate) confirming acceptance of your Order; and

“Site” means the website at [URL] or any successor site operated by us from time to time.

(2) This Agreement

The advertising of Products on the Site constitutes an “invitation to treat”; and your Order for Products constitutes a contractual offer. No contract comes into force between you and us unless and until we accept your Order.

In order to enter into this Agreement with us, you will need to take the following steps: [DESCRIBE DIFFERENT TECHNICAL STEPS TO FOLLOW TO CONCLUDE CONTRACT – E.G.: “(i) you must add any the Products you wish to purchase to your shopping cart, and then proceed to the checkout; (ii) if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; (iii) once you are logged in, you must select your preferred method of delivery and confirm your Order and your consent to the terms of this Agreement; (iv) you will be transferred to the Paypal website, and Paypal will handle your payment; (v) we will then send you the First Acknowledgment⁶; and (vi) once we have checked whether we are able to meet your Order, we will either send you the Second Acknowledgement (at which point this Agreement will become a binding contract) or we will confirm by email that we are unable to meet your Order.”]

Please note that we will not file a copy of this Agreement. We may update the version of this Agreement on the Site from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of this Agreement for your records.

The only language in which we offer this Agreement is English.

⁵ The template envisages a two-stage acknowledgement process. First, an automatic acknowledgment (the First Acknowledgement) is sent on receipt of the Order. Second, an acknowledgment that the Order has been accepted (the Second Acknowledgment) is sent once the supplier has confirmed that it can meet the Order. The Electronic Commerce (EC Directive) Regulations 2002 (aka the Ecommerce Regulations) require that: “a service provider shall ... acknowledge receipt of the order to the recipient of the service without undue delay and by electronic means”.

⁶ Alternatively this could be a web page saying “thank you for your order..”. This acknowledgement or receipt should make it clear that it is not an acceptance of the customer’s Order (see below).

Before you place your Order, you will have the opportunity of identifying whether you have made any input errors by *[DESCRIBE HOW]*. You may correct those input errors before placing your Order by *[DESCRIBE HOW]*.⁷

(3) About us

Our full name is *[NAME]*.⁸ Our [registered office is *[ADDRESS]* and our] principal trading address is *[ADDRESS]*.⁹ [Our company registration number is *[NUMBER]*.] Our email address is *[EMAIL]*.

[We are registered with *[TRADE REGISTER]*. You can find the online version of the register at *[URL]*. Our registration number is *[NUMBER]*.]¹⁰

[We are subject to *[AUTHORISATION SCHEME]*, which is supervised by *[SUPERVISORY AUTHORITY]*.]¹¹

[We are registered with *[PROFESSIONAL BODY]*. Our professional title is *[TITLE]* and it has been granted in the United Kingdom. We are subject to the *[RULES]* which can be found at *[URL]*.]¹²

[We subscribe to the following code[s] of conduct: *[CODE(S) OF CONDUCT]*. [These codes/this code] can be consulted electronically at *[URL(S)]*.]¹³

⁷ The Ecommerce Regulations require that, before an order is placed, you must provide the customer with information about “the technical means for identifying and correcting input errors prior to the placing of the order”. Moreover, you must actually provide “appropriate, effective and accessible technical means” to correct such errors.

⁸ The name of the legal person selling the goods should be included here (e.g. XYZ Ltd).

⁹ This should be the geographic address where the seller is “established”. A PO Box will not suffice.

¹⁰ The Ecommerce Regulations provide that where you are “registered in a trade or similar register available to the public” you must provide “details of the register in which the service provider is entered and his registration number, or equivalent means of identification in that register”.

¹¹ The Ecommerce Regulations provide that “where the provision of the service is subject to an authorisation scheme” you must provide “the particulars of the relevant supervisory authority”. Delete if you are not subject to an authorisation scheme.

¹² The Ecommerce Regulations provide that where “the service provider exercises a regulated profession”, it must provide “(i) the details of any professional body or similar institution with which the service provider is registered; (ii) his professional title and the member State where that title has been granted; (iii) a reference to the professional rules applicable to the service provider in the member State of establishment and the means to access them”. Delete if you do not exercise a regulated profession.

¹³ The Ecommerce Regulations provide that “a service provider shall indicate which relevant codes of conduct he subscribes to and give information on how those codes can be consulted electronically”. Delete if you do not subscribe to any relevant codes of conduct.

[Our VAT number is [*VAT NUMBER*]].¹⁴

(4) The Products¹⁵

[*DESCRIBE PRODUCTS*]¹⁶

(5) Price and payment¹⁷

[Prices for Products are quoted on the Site. The Site contains a large number of Products and it is always possible that some of the Products listed on the Site may be incorrectly priced. We will verify prices as part of our sale procedures so that a Product's correct price will be stated [in the Second Acknowledgement/when you pay for the Product.]

In addition to the price of the Products, you [will/may] have to pay a delivery charge, which will be as stated [in the Second Acknowledgement/when you pay for the Product.]

Payment must be made by [the date(s) set out in the Second Acknowledgement]. We may withhold the Products and/or terminate this Agreement if the price is not received from you in full, on time, in cleared funds.

The prices on the Site include any value added or sales taxes (where applicable).

Payment for all Products must be made by [[*INSERT METHOD*] OR [any method detailed on the Site from time to time]].

Prices for Products are liable to change at any time, but changes will not affect Agreements which have come into force.

(6) Delivery¹⁸

¹⁴ Delete if you are not registered for VAT.

¹⁵ This template assumes that there will be no substitution of goods by the supplier in the event that the goods ordered are unavailable.

¹⁶ The Consumer Protection (Distance Selling) Regulations 2000 (aka the Distance Selling Regulations) require that suppliers provide “a description of the main characteristics of the goods”. You may refer here to a description elsewhere on the Site.

¹⁷ The Distance Selling Regulations require that suppliers provide details of “the price of the goods or services including all taxes” and “delivery costs where appropriate”. Again, you may refer to information elsewhere on the Site.

¹⁸ This is a relatively brief “delivery” section. You may want to add provisions dealing with what happens in the event that the customer is unwilling or unable to take delivery of the products. This will be less relevant where the Products can be posted through a letterbox.

[We will arrange for the Products to be delivered to the address for delivery indicated in your Order.]

[We will use reasonable endeavours to deliver Products on or before the date for delivery set out in our Second Acknowledgement or, if no date is set out in our Second Acknowledgement, within [NUMBER] days of the date of our Second Acknowledgement. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of Products will be dispatched within [30]¹⁹ days of the later of receipt of payment and the date of our Second Acknowledgement.]

We will only deliver Products within England and Wales.

(7) Risk and title

The Products will be at your risk from the time of delivery. Ownership of the Products will only pass to you after we receive full payment of all sums due in respect of the Products (including delivery charges).

(8) Consumer rights²⁰

You may cancel this Agreement at any time within 7 working days after the day you received the Products (subject to the limitations set out below).

[You will not have any such right insofar as this Agreement relates to: (i) the supply of any Products which constitute audio or video recordings or computer software which have been unsealed by you; (ii) the supply of Products the price of which is dependent upon fluctuations in financial markets which we cannot control; or (iii) the supply of newspapers, periodicals or magazines.]²¹

If you cancel this Agreement on this basis, you must inform us in writing and return the Products to us immediately, in the same condition in which you received them. Products returned by you within the 7 working day period referred to above will be refunded in full (including the cost of sending the Products to you). However, you will be responsible for paying the cost of returning the Product to us.

If you cancel this Agreement on this basis and you do not return to the Products to us, we may recover the Products and charge you for the costs we incur in doing so. Similarly, if you return the Products at our expense, we may pass that expense on to you.

(9) Defective Products

¹⁹ This is the default long-stop period for the fulfilment of consumer supply contracts under the Distance Selling Regulations.

²⁰ This section is necessary because of the Distance Selling Regulations.

²¹ You may delete this clause to the extent that your site will never sell the kinds of Products referred to.

You may also cancel this Agreement if the Products supplied are defective.

Products returned by you because of a defect will be refunded in full (including the cost of sending the Products to you, and the cost of returning the Products to us). Alternatively, if we and you agree, we may supply you with a replacement or substitute Product.

(10) Refunds

If you cancel this Agreement and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your notice of cancellation.

(11) Warranties

We warrant to you that any Product you purchase through the Site will be of satisfactory quality.

You warrant to us that: you have full authority, power and capacity to enter into this Agreement and that all necessary actions have been taken to enable you to lawfully enter into this Agreement; you are legally capable of entering into binding contracts; you are resident in the England or Wales; you are at least 18 years old; the information provided in the Order is accurate; and you will be able to accept delivery of the Products as contemplated in this Agreement.

Subject to the warranties set out in above, to the maximum extent permitted by applicable law we disclaim all warranties with respect to the Products, whether express or implied.

(12) Limitations of liability

Nothing in this Agreement shall limit or exclude your or our liability for: (i) death or personal injury caused by negligence; (ii) under section 12 of the Sale of Goods Act 1979, section 2 of the Supply of Goods and Services Act 1982, or section 2(3) of the Consumer Protection Act 1987; (iii) for fraud or fraudulent misrepresentation; or (iv) for any matter for which it would be illegal for to limit or exclude, or attempt to limit or exclude, liability.

Subject to this: (i) our liability in connection with any Product purchased through our site is strictly limited to the higher of the purchase price of the relevant Product and the replacement cost of the relevant Product; (ii) we accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; and (iii) we will not be liable or

responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement caused by events outside our reasonable control.

(13) General terms

Images of Products on the Site are for illustrative purposes; actual Products may differ from such images.

We will treat all your personal information that we collect in connection with your Order in accordance with the terms of [our Privacy Policy]; use of our website will be subject to [our Website Terms and Conditions].²²

This Agreement may only be varied by an instrument in writing signed by both you and us. We may revise these terms from time-to-time, but such revisions will not affect the terms of any Agreement which we have entered into with you.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that term, provision or condition or any other term, provision or condition of this Agreement.

You may not assign, charge, sub-contract or otherwise transfer this Agreement, or any of your rights or obligations arising under this Agreement. Any attempt by you to do so shall be null and void. We may assign, charge, sub-contract or otherwise transfer this Agreement, or any of our rights or obligations arising under this Agreement, at any time – providing such action does not serve to reduce the guarantees benefiting you under this Agreement.

This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

²² Add hyperlinks.

This Agreement will be governed by and interpreted in accordance with the laws of the England, and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

These [terms of sale](#) are based on a template created and distributed by www.website-law.co.uk.²³

²³ Please note that it is a condition of the use of this template that you either: (i) retain this credit and link; or (ii) pay the appropriate licence fee in relation to each website on which the document is used.