

Terms and conditions

These terms and conditions are the contract between you and Muppic ("us", "we", etc). By visiting or using Our Website, you agree to be bound by them.

They are based on a set written by Net Lawman and released under licence. They protect your rights as well as ours.

We are Muppic, 6 Laceys Lane, Niton, Ventnor, Isle of Wight, PO38 2DN

You are: Anyone who uses Our Website.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Website immediately.

The terms and conditions:

1. Definitions

In this agreement:

"Carrier"	means any person or business contracted by us to carry Goods from us to you.
"Content"	means any content in any form published on Our Website by us or any third party with our consent.
"Goods"	means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.
"Our Website"	means any website of ours, and includes all web pages controlled by us.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.

2. Interpretation

In this agreement unless the context otherwise requires:

1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
2. these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.
3. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
4. [except where stated otherwise], any obligation of any person arising from this agreement may be performed by any other person;
5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
6. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation;
7. a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.

8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, [such cost calculated £50 per hour].
9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.
- 11.

3. Our contract with you

1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.
2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document or other term not forming part of this agreement.
3. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
4. [Because we rely on our suppliers, we] do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
5. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods.
6. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied.
7. We do not sell the Goods in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.

4. Acceptance of your order

1. Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order until we confirm acceptance in writing, referring to the order.

AND

2. Your order is an offer to buy from us. We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our message will also confirm details of your purchase and tell you when your order has been despatched].

3.

5. Price and payment

1. The Price is as set out in the order.

2. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price.
3. [If the item you order is available in parts, you must pay us the full price of your order before we will send any part of it.]
4. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than pounds Sterling will be borne by you.
5. [Any information given by us in relation to exchange rates are approximate only and may vary from time to time.]
6. If, by mistake, we have under-priced Goods, we will not be liable to supply that those Goods to you at the stated price, provided that we notify you before we dispatch it to you.
7. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which we will inform you by email before we ask you to pay.
8. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than [14] days from the date when we accept that repayment is due.

6. Security of your credit card

We take care to make Our Website safe for you to use.

1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

7. Cancellation and refunds

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations"). Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

1. We now inform you that information relating to all aspects of our Goods is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.
2. The following rules apply to cancellation of your order:
 1. If you have ordered Goods, but not received them, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and we will return your money.
 2. If you have ordered Goods, and received them, you may cancel your order at any time within 14 days of the date you received them. You must tell us that you wish to cancel. You

must also send the Goods back to us within that same 14 day period.

3. We will return your money subject to the following conditions:

1. we receive the Goods in a condition in which we can re-sell them at full price, in new condition, with labels and packaging intact.

2. you comply with our procedure for returns and refunds. We cannot return your money unless we know who sent them.

3. The option to cancel your order is not available:

1. if you purchase sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason;

2. if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to us unsealed.

3. if the Goods are somehow mixed with other goods so that we cannot identify or easily separate them.

4. You are responsible for the cost of returning the Goods. We have no obligation to refund to you, your cost of re-packing and returning the Goods.

5. In any of the above scenarios, we will return your money within 14 days.

8. Liability for subsequent defects

1. Please examine the Goods received from us immediately you receive them. If you do not tell us of any defect or problem within 30 days of receipt of the Goods, we shall assume that you have accepted them.

2. The procedure to return the faulty Goods is as follows:

1. the Goods must be returned to us as soon as any defect is discovered but not later than six months from receipt by you.

3. We will return your money subject to the following conditions:

1. we receive the Goods with labels and packaging intact.

2. you comply with our returns procedure. We cannot return your money unless we know who sent them.

3. you tell us clearly what is the fault you complain of, when it first became apparent, and other information to enable us to identify or reproduce it.

4. If any defect is found, then we shall:

1. repair or replace the Goods, or

2. refund the full cost you have paid including the cost of returning the Goods.

9. Delivery and pick up

1. Goods are delivered within [10] days from the day you place an order to purchase the Goods.

2. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept the delivery.

3. If we are not able to deliver your Goods within [10] days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.
4. We may deliver the Goods in instalments if they are not all available at the same time for delivery.
5. [Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.]
6. All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Goods may be retained by the driver. When your Goods arrive, it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience.
7. Signing "Unchecked", "Not Checked" or similar is not acceptable.
8. [Goods are sent by post. We will send you a message by email to tell you when we have despatched your order].
9. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery.
10. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.
11. We are happy for you to pick up Goods from our shop/ warehouse provided you make an appointment in advance and payment has been received into our bank. [A cheque on arrival is not acceptable].
12. If you pick up Goods from our premises then:
 1. Goods are at your risk from the moment they are picked up by you or your Carrier from our shop / warehouse;
 2. you agree that you are responsible for everything that happens after you take possession of the Goods, both on and off our premises, including damage to property of any sort, belonging to any person.

10. Foreign taxes and duties

1. If you are not in the UK, we have no knowledge of, and no responsibility for, the laws in your country.
2. You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

11. Goods returned

These provisions apply if you buy from us other than being a Consumer. The following rules apply to return the faulty Goods:

1. We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them.

2. Before you return the Goods to us, please carefully re-read the instructions and check that you have assembled it correctly and complied with any provisions relating to the power supply, plugs and sockets.
3. The Goods must be returned to us as soon as any defect is discovered but not later than [14 days].
4. So far as possible, Goods should be returned:
 1. with both Goods and all packaging as far as possible in their original condition;
 2. securely wrapped;
 3. including our delivery slip;
 4. at your risk and cost.
5. You must tell us by email message to [address] that you would like to return Goods, specifying exactly what Goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note. If you send Goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.
6. In returning faulty Goods please encloses with it a note clearly stating the fault and when it arises or arose.
7. Most of the Goods are covered by the manufacturer's guarantee for a minimum of 12 months. If we agree that the Goods are faulty, we will:
 1. refund the cost of return carriage;
 2. repair or replace the Goods as we choose.
8. If we repair or replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

12. Disclaimers

1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
3. We make no representation or warranty for:
 1. any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose;
 2. the adequacy or appropriateness of the Goods for your purpose.
4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Goods concerned.
6. We shall not be liable to you for any loss or expense which is:

1. indirect or consequential loss; or
 2. economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.
8. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input [but do not guarantee to agree with your judgement].

13. Your account with us

1. You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.
2. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account.
3. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

14. Restrictions on what you may Post to Our Website

You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may:

1. be malicious or defamatory;
2. consist in commercial audio, video or music files;
3. be illegal, obscene, offensive, threatening or violent;
4. be sexually explicit or pornographic;
5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
6. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
7. solicit passwords or personal information from anyone;
8. be used to sell any goods or services or for any other commercial use;
9. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
10. link to any of the material specified above, in this paragraph.
11. send age-inappropriate communications or Content to anyone under the age of [18].

15. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

1. hyperlinks, other than those specifically authorised by us;
2. keywords or words repeated, which are irrelevant to the Content Posted.
3. the name, logo or trademark of any organisation other than yours.
4. inaccurate, false, or misleading information.

16. How we handle your Content

1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018.
2. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
3. [You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical].
4. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
5. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
7. Please notify us of any security breach or unauthorised use of your account.

17. Removal of offensive Content

1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
3. If you are offended by any Content, the following procedure applies:
 1. Your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 2. we shall remove the offending Content as soon as we are reasonably able;
 3. after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
4. We may re-instate the Content about which you have complained or not.
5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us

a licence to publish the complaint and all ensuing correspondence and communication, without limit.

6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

18. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
2. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
3. download any part of Our Website, without our express written consent;
4. collect or use any product listings, descriptions, or prices;
5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website;
7. share with a third party any login credentials to Our Website.
8. Despite the above terms, we now grant a licence to you to:
 1. create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 2. you may copy the text of any page for your personal use in connection with the purpose of Our Website.

19. Indemnity

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

1. your failure to comply with the law of any country;
2. your breach of this agreement;
3. any act, neglect or default by any agent, employee, licensee or customer of yours;
4. a contractual claim arising from your use of the Goods;
5. a breach of the intellectual property rights of any person.

20. Intellectual Property

1. We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text,

graphics, logos, icons, images, audio clips, digital downloads, data, and software).

2. Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

3. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.

4. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

21. Dispute resolution

The following terms apply in the event of a dispute between the parties:

1. If you are not happy with our services or have any complaint then you must tell us by email message to terry@mugpic.co.uk.

2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

22. Miscellaneous matters

1. When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

2. Where we provide goods or [services] without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.

3. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

4. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

6. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise.

8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control, [including any labour dispute between a party and its employees].

9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

10. The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and you agree that any dispute arising from it shall be litigated only in that country.

Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

How to cancel

To meet the cancellation deadline, it is enough for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, sent to us by post.

You may use the attached model cancellation form, but you can use your own words as long as your intention is clear.

Model cancellation form

To Mugpic, 6 Lacey Lane, Niton, Ventnor, Isle of Wight, PO38 2DN

I/We hereby give notice that I/we cancel my/our contract of sale of the following products [enter details of goods and any reference].

Ordered on [date]/received on [date],

Name: [enter name or names in which the order was made],

Address: [enter your address],

Signature: (only if this form is notified on paper)

Date: [date]

Explanatory notes:

E-commerce terms and conditions template: retailer of goods

General notes

1. **About Consumer Contracts (ICAC) Regulations 2013**

For an online retailer of goods the new Regulations are evolutionary rather than a revolution. We have written a number of articles explaining each point.

To keep it simple, If you sell physical goods then the Regulations apply to you as on any seller of goods and you must comply with the Regulations in respect of goods.

The main provisions which affect your business are first, provision of information relating to goods and your identity; and second, the cancellation provisions.

The required information is explained fully in our article "Information requirements for Distance Contract". Here is a short version:

- a. description of the main characteristics of the goods;
- b. the total price of the goods inclusive of VAT;
- c. Your identity, land address and full contact details;
- d. the arrangements for payment and delivery of goods;
- e. the telephone cost of communicating with you when it is not calculated at the basic rate;
- f. the existence of your customer's right to cancel the contract; and the conditions, time limit and procedure for exercising that right;
- g. whether, if the customer exercises the right to cancel, he must bear the cost of returning the goods;

Next, we will tell you about the cancellation provisions.

If the customer at any time chooses to purchase goods from your website, he may cancel his order within 14 days without giving any reason. When he cancels the order, you must give him his money back within 14 days after receiving the cancellation order.

Please note: When you sell goods to consumer, you have no choice but to inform your customer about his cancellation right and provide cancellation form. That means your customer may cancel the order and return the goods. This document is drawn allowing you to fully comply with the Regulations.

2. **What you need to do to comply with the Data Protection Act 2018**

The Act applies to all personal data you collect, use or store. The scope includes data about any INDIVIDUAL.

We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at <https://www.netlawman.co.uk/d/website-privacy-policy>

For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law. This document is your legal contract with your customer or client.

Nonetheless, if a customer or client takes the trouble to read this T&C document, the reason is probably because they seek re-assurance. For that reason, and not for any legal reason, we have included a few points of information. There is no reason why you should not do so too. If you do, we strongly advise to keep them very short and that you check most carefully that you are not adding text that could result in your contravening the Act.

As a vastly reduced summary, the important areas of the Act to consider are:

- you do not have a provision where you are assuming implied consent of customer to use his information in the way you think fit;
- if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such information include his name, address, image etc.
- Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need to say exactly what you might do with your user's data.
- The most important elements of data to consider are personal data and any data which you want to use - for example as a testimonial.

You may find full list at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/applications/children/>

We have drawn this terms and conditions document on the assumption that you would make practical changes on your website and use an updated privacy notice. So as to allow you to run your business seamlessly while complying with Act.

3. **Recognition of our copyright in this document**

We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net Lawman. Solicitors, accountants and other professional advisers may re-use the document as for any legal precedent.

Once you have edited the document for final use, you may remove the copyright notice in the footer.

4. **Document review service**

If you would like our legal team to check your edited version, we offer a document review service.

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph Specific notes:

Notes numbering refers to paragraph numbers.

1. **Definitions**

Every business is different, not only in terms of the product or service being offered, but also the processes. The defined terms that we use are unlikely to suit most businesses perfectly.

By all means use the search and replace function in your word processor to change them, either to other general adjectives, or to specific product or service names. For example:

We use You might decide to change to
“Goods” “Products or Toys”/ “Headphones”

“Our Website” “The ToyStore Site”/ “The Site”

But if you do change the defined word, **make sure it applies to every use of it in the document**. Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the common meaning of that word or phrase.

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really fit the text you have left in place.

2. **Interpretation**

Leave these items in place unless there is a good reason to edit or remove. Many of them strengthen the framework within which the agreement operates.

3. **Our contract with you**

This paragraph prevents a party from later saying he was relying on some other document or web site or conversation.

4. **Acceptance of your order**

This paragraph establishes the contract. This is very important in an Internet contract because there are so many places in the buying procedure where it could be claimed that the contract has been completed. By leaving the point at which the contract is formed as late as possible, you avoid a position arising where:

- you hold your customers' goods; or
- every piece of advertising or information on your website could constitute an offer; or
- a customer could claim goods that you inadvertently priced wrongly; or
- goods are provided later than you expected or represented.

There are three options. Make quite sure that one of these accurately reflects the way your order process works.

5. **Price and payment**

You must edit these paragraphs to make sure that they reflect how your business works.

6. **Security of your credit card**

This paragraph is more for information than contractual commitment. We have included it here because many users are reluctant to make payment, so this assurance given at the point of sale will allay their fears.

For payment you may have various alternatives like the PayPal, Bacs and cheque. Edit this paragraph accordingly.

7. **Cancellation and refunds**

If you sell only to businesses and organisations, delete this and the following paragraph.

This paragraph sets out your customer's rights as a “gold standard”. In the past, the law has not compelled a seller to disclose his legal obligations. So sellers have not done so. These regulations change that. Because many organisations continue to keep customers in the dark, we believe it is to your advantage to be utterly transparent. Not only will that present you as a high prestige brand, but it will also make clear that you are being unusually helpful and not unnecessarily bureaucratic. There are three pillars of consumer protection:

- Provision of information

- the 14 day cancellation period
- “no fault” return within 14 days of purchase

8. **Liability for subsequent defects**

A buyer’s right to return faulty goods dates back to 1890. It applies today to all goods, as it did then. Recent consumer law has re-enforced the right, but not reduced or increased it.

If goods are not of satisfactory quality, as described and fit for particular purpose they may be returned for a full refund.

The minimum period within which you can insist on returned is six months. However, in common law, the return period depends on the estimated life of the product. If you expect it to last for twenty years, you could reasonably expect replacement for a fault appearing after six years. But your right will dissipate faster in the case of a product which deteriorates fast (shoe laces) or which could have been subject to rough usage (vacuum cleaner, saucepan, carpet)

This paragraph sets out "standard" limits to enable you to comply with the Consumer Rights Act 2015. It also covers your other statutory and common law obligations.

If goods are defective on arrival or within 30 days, the buyer is entitled to a full refund of the cost, the cost of returning them, and, if the buyer is a business, any economic loss arising from your failure to comply with your implied obligations.

If a defect becomes apparent only later, it will not be clear whether the buyer must accept a repair, an alternative, a precise replacement, or his money back. Then it entirely depends upon the nature of goods, defect and your business policy as what is most convenient option for you to repair or replace or refund the cost.

Because most buyers of this document supply consumers, we have provided terms which comply with the Consumer Rights Act 2015.

To comply with the Consumer Rights Act 2015, do not reduce the “guarantee” period below six months. This is requirement of the law.

9. **Delivery and pick up**

As for the paragraph on price and payment, there are many alternative ways that your business could work. Edit these paragraphs to suit your business.

10. **Foreign taxes and duties**

It is important to make this point clear if any of your sales are to other countries. It is not simply a question of avoiding expense or dealing with these matters yourself. More important is that if you tangle with the tax authorities of a foreign government, you may find yourself on the wrong side of the law if you later travel to that country.

11. **Goods returned**

This paragraph includes terms to return defective goods where your customer is a business or an organisation.

We have provided a sensible set of terms. However, the law everywhere provides that if you sell defective goods or services you are obliged to pay for all foreseeable resulting loss and expense. That is the common law, pre-dating any sale of goods act.

We have added for your convenience provisions for returning which may not be enforceable but which will certainly facilitate the procedure.

12. **Waste Electronic and Electrical Equipment Regulations 2013**

The WEEE Regulations are a requirement for retailers who sell electrical goods. If your business does, leave these paragraphs in place, otherwise remove.

13. **Disclaimers**

We do not have sufficient information about your business to determine how far you can use this paragraph and how binding it will be. We therefore provide an explanation, some parts of which will not apply to you.

Our aim in drawing this paragraph is to limit your liability as far as possible, particularly against events you may not anticipate. We are also aware that you might sell to business, not consumers, and to consumers outside the UK and EU. Note however, that most advanced economies protect their consumers in much the same way as the UK and EU consumers are protected. However, a foreign government would have great difficulty in enforcing its rules against you!

There is a substantial set of law which regulates what you can sell to anyone, so no matter what you put in this paragraph, it will not protect you in contract if you sell something different from what an intelligent customer or client would expect. Comparable law covers every part of the sale and return process.

On top of that solid legal structure is an even larger structure relating to protection of consumer rights. That is because consumer protection is extreme in the UK and EU. If you sell to consumers, even occasionally, you must learn what are your legal obligations. The depth of law is huge - far more than we could ever advise here.

We have therefore provided not merely alternative provisions within this paragraph, but two alternative paragraphs. One version is what you can reasonably say if you deal with consumers; the other is the "hard" version which covers everyone else. Select the version according to whether or not you sell to European consumers.

If you sell Worldwide, you could of course arrange for only users outside the EU to receive the hard version - whoever they are.

It is possible that neither of these alternatives will be entirely enforceable. However we have also specified that any provision which offends should be reduced, as opposed to be deleted. In these paragraphs we have provided a terrific contractual shield - but somewhere there may be someone whose arrows will pierce it.

Our best advice to you is to include these disclaimers so far as they apply to your business, but do not expect that you can conduct your business with disregard to the law. The Sale of Goods Act and Misrepresentation Act and a raft of consumer protection law still apply.

You will see that we have also included in the provision for directors and others to have the same protection. One way to get around disclaimer provisions in the past was to claim not against the company with whom the claimant has a contract but against the directors or others in negligence.

14. **Your account with us**

These terms provide some protection in case of customer disputes about use of an account. We recommend leaving these if your website records

customer information for subsequent purchases. If they are not applicable, remove them.

15. **Restrictions on what you may Post to Our Website**

This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the greater your risk. You cannot stop a criminal by a term in a document, but you can make clear to regular users, before and after the event, that you will take a tough line for bad behaviour.

The paragraphs in this section have two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do so. Secondly, it may assist in protecting you from civil or criminal charges for which you may otherwise be liable as a result of what someone else posts to your website.

No matter what you put in these paragraphs, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think it is worth providing a full and strict policy. By doing so, you have the best possible defence against anyone who claims he has been insulted, injured, defamed, or whatever.

Of course, anyone who wishes to continue to use your business will comply.

We suggest that you edit these paragraphs in line with the perceived extent of your risk.

16. **Your Posting: restricted content**

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited.

17. **How we handle your Content**

It is a question of balance and maybe how your buyers will react. You are free to delete all or any of it.

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up on the one hand and giving a tight enough framework to convince doubters that you will not sell their data. You should also make sure you have the current Net Lawman privacy policy in support.

18. **Removal of offensive Content**

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one of your customers. By stating and following this policy you will reduce the chance of any claim for defamation, breach of copyright, and so on. Depending on how you attract acceptance of the terms generally, this paragraph may not be enforceable against a visitor who has not explicitly agreed to these T&C (for example, visitors who are not subscribers).

19. **Security of Our Website**

There is an intentional overlap here with the paragraph on restrictions on posting. Your need for this provision also depends on the extent to which users are able to post content of any sort. Delete provisions which are stronger than you need.

20. **Indemnity**

We suggest no edits.

21. **Intellectual Property**

Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP rights, from domain names to trade marks.

We suggest that you edit these paragraphs, but keep them within the document.

22. **Dispute resolution**

This paragraph sets out standard terms as required under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015. Our opinions are as follows:

UK courts have more or less insisted on litigants going to mediation in cases where the judge concerned is of the opinion that “heads should be knocked together”. (Net Lawman documents have included a mediation paragraph for 15 years!)

The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should not matter who is the mediator. Of course you should try to find someone with the appropriate experience of business and commercial life, but the requirement for a “qualified” person is meaningless. Mediation is not a subject you can learn from a book. So, if you need to find a mediator, you will have no trouble in finding someone acceptable to both sides.

Mediation costs money. £1000 to £3000 would be the approximate rate outside London, for reading the papers and giving a full day. So if the sum in dispute is less than £10,000, even mediation may be unacceptable.

In many countries, arbitration is either unregulated or confined to international issues like shipping and insurance. Here in the UK, it is regulated very precisely by the Arbitration Act 1996.

As a result of that act, arbitration entails very similar procedures to those in formal litigation. Most arbitration is as expensive and time consuming as litigation. It is certainly not “alternative” dispute resolution in a way that saves time or money. That is why the courts do not promote it. We advise that you avoid it!

The Regulations require that if you know of a mediator, you should provide details. However, it seems to us that the last person your opponent would agree to use is someone with whom you already have a relationship.

Indeed, it would be immoral if that person even agreed to accept repeated instructions.

The law requires that when your internal complaint handling procedure is exhausted then you must tell your customers about using a mediation or arbitration platform. Your obligation is not to force the customer to use these means of dispute resolution but just to provide information. This is to encourage the customer to use ADR rather than litigating.

You may find more details at:

<http://www.legislation.gov.uk/uksi/2015/542/contents/made>

http://www.legislation.gov.uk/uksi/2015/1392/pdfs/uksi_20151392_en.pdf

Do not delete this paragraph. This is the requirement of law.

23. **Miscellaneous matters**

A number of special points. Unless you have a good reason to delete any one of these, we recommend that they should remain as drawn.

Email communications are usually binding in the UK, but may not be, elsewhere. In any case, not everyone is aware of the legal position. If your business is such that you do not want email to be binding, you may specify that to be the case and so it will be.

Take care before agreeing to accept service by e-mail. It may be convenient, but you could miss or accidentally delete the message.

Rights of Third Parties Act - We have provided reference of two Acts. By all means select the one according to your jurisdiction clause.

Notice of right of cancellation

At the end of the terms document, we have provided the information you must provide to a customer in order to comply with the Regulations. This is not optional. Do not delete or edit.

The first part is your notice to your customers. The second part provides the required information about the cancellation notice followed by the model form. Use a page break before showing these, so that they can be printed easily (if your customer wants to send it by post).

End of notes