

# Terms and conditions of sale

## 1. Credit

- 1.1 This document was created using a template from SEQ Legal (<https://seqlegal.com>).

## 2. Introduction

- 2.1 These terms and conditions shall govern the sale and purchase of products through our website.
- 2.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.
- 2.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

## 3. Interpretation

- 3.1 In these terms and conditions:
- (a) "we" means JD Sites Ltd; and
  - (b) "you" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly.

## 4. Order process

- 4.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 4.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 4.
- 4.3 To enter into a contract through our website to purchase products from us, the following steps must be taken: you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout; 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; once you are logged in, you must confirm your order and your consent to the terms of this document; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.
- 4.4 You will have the opportunity to identify and correct input errors prior to making your order.

## **5. Products**

- 5.1 The following types of products are or may be available on our website from time to time: Website Design, Website Creation, Website Hosting, Consulting/Advice Services for Websites, Content writing services, E-mail purchase/setup/control, Office Software purchase/setup/control, Domains.
- 5.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

## **6. Prices**

- 6.1 Our prices are quoted on our website.
- 6.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
- 6.3 We reserve the right to alter the price of products and these changes will take effect in your next invoice.
- 6.4 All amounts stated in these terms and conditions or on our website are stated exclusive of VAT.
- 6.5 It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.
- 6.6 In addition to the price of the products, you may have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

## **7. Payments**

- 7.1 You must, during the checkout process, pay the prices of the products you order.
- 7.2 Payments may be made by any of the permitted methods specified on our website from time to time.
- 7.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.
- 7.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
  - (a) an amount equal to the amount of the charge-back;
  - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
  - (c) an administration fee of GBP 25.00 including VAT; and

- (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 7.4 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 7.4.

## **8. Deliveries**

- 8.1 Our policies and procedures relating to the delivery of products are set out in this Section 8.
- 8.2 If the purchased product is a service or digital product, "delivery" refers to the creation, making available or providing of that product.
- 8.3 We will arrange for the products you purchase to be delivered to the delivery address you specify during the checkout process.
- 8.4 We do guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 60 days following the later of receipt of payment and the date of the order confirmation.
- 8.5 We will only deliver products to addresses on the UK mainland.

## **9. Distance contracts: cancellation right**

- 9.1 This Section 9 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 9.2 You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period:
  - (a) beginning upon the submission of your offer; and
  - (b) ending at the end of 14 days after the submission of your offer.
- 9.3 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 9, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 9.4 If you cancel an order in accordance with this Section 9, you will receive a full refund of the amount you paid to us in respect of the order including the costs of delivery to you, except:

- (a) if costs have been incurred by us during the delivery of the order; and
- (b) as otherwise provided in this Section 9.

9.5 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

9.6 Unless we have offered to collect the products, we will process a refund due to you as a result of a cancellation on the basis described in this Section 9 within the period of 14 days after the day on which we receive the returned products or (if earlier) after the day on which you supply to us evidence of having sent the products back. If we have not sent the products to you at the time of withdrawal or cancellation or have offered to collect the products, we will process a refund due to you without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the withdrawal or cancellation.

## **10. Warranties and representations**

10.1 You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts;
- (b) you have full authority, power and capacity to agree to these terms and conditions;
- (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
- (d) you will be able to take delivery of the products in accordance with these terms and conditions.

10.2 We warrant to you that:

- (a) we have the right to sell the products that you buy;
- (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;
- (c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
- (d) the products you buy will correspond to any description published on our website; and
- (e) the products you buy will be of satisfactory quality.

10.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 11.1, all other warranties and representations are expressly excluded.

## **11. Limitations and exclusions of liability**

### **11.1 Nothing in these terms and conditions will:**

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

### **11.2 The limitations and exclusions of liability set out in this Section 11 and elsewhere in these terms and conditions:**

- (a) are subject to Section 11.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

### **11.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.**

### **11.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.**

### **11.5 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).**

### **11.6 Our aggregate liability to you in respect of any contract to purchase products from us under these terms and conditions shall not exceed the greater of:**

- (a) £20; and
- (b) the total amount paid and payable to us under the contract.

## **12. Order cancellation**

- 12.1 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:
- (a) you fail to pay, on time and in full, any amount due to us under that contract; or
  - (b) you commit any breach of that contract.
- 12.2 You may cancel a contract under these terms and conditions immediately, by giving us written notice of termination, if we commit any material breach of that contract.
- 12.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

## **13. Consequences of order cancellation**

- 13.1 If a contract under these terms and conditions is cancelled in accordance with Section 12:
- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
  - (b) we will cease to provide any products or services that are provided under the contract;
  - (c) we will retain ownership of any code and content that is provided under the contract and reserve the right to edit, store, modify, and delete that code and content without notice to you;
  - (d) we will retain any granted licenses for any content provided to us by you;
  - (e) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
  - (f) all the other provisions of these terms and conditions will cease to have effect, except that Sections 2.3, 7.4, 11, 16, 17, 18, 19, 20 and 21 will survive termination and continue in effect indefinitely.

## **14. Variation**

- 14.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

- 14.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

## **15. Assignment**

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **16. No waivers**

- 16.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- 16.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

## **17. Severability**

- 17.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 17.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **18. Third party rights**

- 18.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 18.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **19. Entire agreement**

- 19.1 Subject to Section 11.1, these terms and conditions of sale, together with our terms and conditions, and SaaS Agreement, shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

## **20. Law and jurisdiction**

- 20.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 20.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **21. Statutory and regulatory disclosures**

- 21.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 21.2 These terms and conditions are available in the English language only.
- 21.3 The website of the European Union's online dispute resolution platform is available at <http://ec.europa.eu/odr>.

## **22. Our details**

- 22.1 This website is owned and operated by JD Sites Ltd.
- 22.2 We are registered in England and Wales under registration number 14264168, and our registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.
- 22.3 Our principal place of business is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ.
- 22.4 You can contact us:
- (a) using our website support portal;
  - (b) by email, using [support@jdsites.co.uk](mailto:support@jdsites.co.uk).