

Document ID: TPMG-POL-007
Title: Terms Of Sale
Version: 1.0
Status: Approved
Approved by: Giedre Beige - Director



Terms Of Sales

1. Introduction

Please read these Terms of Sale carefully before placing an order with TPMG.

These Terms of Sale explain who we are, what products may be purchased through our website, how orders are accepted, how digital content and other products are supplied, how cancellation and refunds work, and what rights and responsibilities apply.

These Terms of Sale apply to purchases made through the TPMG website unless separate product-specific or service-specific terms apply. They are designed to sit alongside TPMG's other legal and trust documents, which is also the structure reflected in your website-sale templates.

2. About Us

TPMG is a trading style of **TPMG Group Ltd.**

Company Number: 14618789

ICO Registration: ZC081136

Registered Office / Head Office:

Cardinal Point
Park Road
Rickmansworth
WD3 1RE

Telephone: 020 7060 6228

General enquiries: admin@tpmg-group.com

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Data Protection Officer: dpo@tpmg-group.com

Website: www.tpmg-group.com

Under the Electronic Commerce Regulations, a website service provider must make key business information easily, directly and permanently accessible.

3. Related Documents

These Terms of Sale should be read together with any other documents referred to on the website, including where relevant:

- Website Terms of Use
- Privacy Notice
- Cookie Policy
- Cookie Preferences
- Website Disclaimer
- Digital Downloads & Cancellation Policy
- E-Learning Terms
- Refunds & Support

Your uploaded website-sale templates follow the same model by linking Terms of Sale to the website's wider legal documents.

If any separate product-specific, course-specific or engagement-specific terms apply to a purchase, those terms will supplement these Terms of Sale and, where necessary, take precedence.

4. Who These Terms Apply To

These Terms of Sale apply to purchases made through the TPMG website.

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They may apply to:

- consumers buying for personal use;
- business customers buying for business purposes;
- sole traders, partnerships, companies and other organisations; and
- clients purchasing digital products, e-learning, subscriptions or other website-sold items.

Where a provision applies only to consumers, only to business customers, or only to a specific product type, that will be stated clearly.

The consumer-specific cancellation and statutory-rights rules referred to in these Terms come from the UK consumer law framework, which applies to trader-consumer contracts.

5. What These Terms Cover

Unless we state otherwise on the relevant page, these Terms cover website sales of:

- downloadable templates, policies, toolkits and digital resources;
- e-learning access, training content and related digital materials;
- subscriptions or recurring digital access where offered;
- other goods or digital content listed for sale on the website; and
- any related support specifically described at the point of sale.

These Terms do **not** by themselves govern:

- bespoke consultancy, audits, implementation projects or advisory engagements arranged under a proposal, scope or separate contract;
 - supplier or partner agreements;
 - employment or recruitment arrangements; or
 - website use generally, which is governed by our Website Terms of Use.
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6. Product Types

For the purposes of these Terms:

“Goods” means physical items offered for sale through the website, if any.

“Digital Content” means downloadable or streamed content supplied in digital form, including policy templates, documents, learning materials, recordings, toolkits, resources and similar materials.

“E-Learning” means online training, learning modules, digital courses, associated content and any related downloadable course materials.

“Services” means any website-sold service expressly stated to be sold through the checkout process, but excludes wider consultancy or advisory services governed by separate terms unless expressly stated otherwise.

The Consumer Rights Act 2015 draws a distinction between goods, digital content and services, and gives separate statutory rights and remedies for each.

7. Product Information, Descriptions and Compatibility

We take reasonable care to ensure that descriptions, pricing information, images and feature summaries shown on the website are accurate and useful.

However:

- images are illustrative unless expressly stated otherwise;
- colours, formatting and layout may vary between devices;
- minor updates or improvements may be made where they do not materially reduce the core value of the product;

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- some digital products require reasonable tailoring by the purchaser to their own organisation, operations or circumstances; and
- e-learning or digital resources may have stated access periods, compatibility requirements or usage limits.

For digital content sold to consumers, UK law requires it to be as described and supported by the pre-contract information given before purchase.

8. Website Access and Eligibility

You may only place an order through the TPMG website if you are legally capable of entering into a binding contract.

If you are placing an order on behalf of a business or other organisation, you confirm that you have authority to bind that organisation.

We may refuse or cancel an order where we reasonably believe:

- the order is fraudulent or unlawful;
 - the purchaser has no authority to enter the contract;
 - required payment or identity checks cannot be completed;
 - the product is unavailable;
 - the website description or price contains a material error; or
 - the order would expose TPMG to unreasonable legal, reputational, compliance or operational risk.
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9. How Orders Are Placed and When the Contract Is Formed

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The website will guide you through the ordering process and give you an opportunity to review your order before it is submitted.

Your order is an offer to buy. A legally binding contract is formed only when TPMG accepts the order, usually by sending an **Order Confirmation** or by giving access to the product or service. This contract-formation approach is the same pattern used in your uploaded website-sale and goods/services templates.

Before the consumer is bound by a distance contract, the trader must provide or make available the prescribed pre-contract information in a clear and comprehensible way.

We may acknowledge receipt of an order before acceptance. An acknowledgement does not, by itself, mean the order has been accepted.

10. Order Confirmation

Where your order is accepted, we will normally send an Order Confirmation by email or make the relevant confirmation available on-screen or through your account.

The Order Confirmation may include:

- the order reference;
- the product or service purchased;
- the price paid or payable;
- any VAT or tax information shown at checkout or invoice;
- delivery or access details;
- any key product restrictions or usage rules; and
- any product-specific terms relevant to that purchase.

This is consistent with the order-confirmation structure used in your website-sale templates.

11. Price, VAT and Charges

All prices shown on the website are those displayed at the time of order, unless an obvious pricing error has occurred.

Unless stated otherwise:

- prices for digital products and e-learning are shown exclusive or inclusive of VAT as indicated at checkout;
- any VAT chargeable will be shown at checkout or on invoice where applicable;
- delivery charges for physical goods, if any, will be shown separately where relevant; and
- no further hidden charges will be added after checkout except where the website clearly states otherwise or the law requires it.

If we discover a material pricing error before accepting your order, we may contact you with the correct price and ask whether you wish to proceed, or we may cancel the order and refund any payment already taken.

Your uploaded templates use the same general structure: displayed price, correction of errors, separate VAT treatment, and additional delivery charges where applicable.

12. Payment

Payment for website purchases must be made in accordance with the payment methods and timing shown at checkout.

Unless stated otherwise:

- payment is taken in advance for digital products and e-learning;
- access or delivery may be withheld until payment is authorised and received;

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- we may suspend access or cancel an order where payment fails or is reversed; and
- if an amount is overdue and legally recoverable, we may charge interest or reasonable recovery costs where permitted.

Your sale templates also treat payment in advance as the default for website e-commerce sales.

13. Delivery, Access and Fulfilment

13.1 Digital downloads

Where you buy a digital download, access will normally be provided by download link, account access, email delivery or another method described at checkout.

13.2 E-learning and online access

Where you buy e-learning or digital access, access will normally be provided through login details, enrolment confirmation, a portal link or other access method described at checkout.

13.3 Physical goods

Where physical goods are sold, estimated delivery details will be shown during checkout or in the Order Confirmation.

13.4 Support materials

Any guidance notes, help documents or supporting files will be supplied only where the relevant product page or order confirmation says they are included.

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Where delivery or access timing is described, we will use reasonable efforts to meet it. Your templates distinguish between digital access, physical delivery and ongoing provision, and treat delivery timing and access as part of the order confirmation.

14. Licence and Permitted Use of Digital Content

Unless expressly stated otherwise in writing, digital products and e-learning content are supplied on a limited, non-exclusive, non-transferable licence for the purchaser's own permitted use.

Unless we expressly permit otherwise, you must not:

- resell, redistribute or sublicense digital content;
- upload it to a public website or shared repository;
- remove branding, copyright notices or authorship details;
- pass it off as your own original work;
- share account access outside the permitted user or organisation; or
- use TPMG content to build a competing product or content library.

Where the product is sold for internal organisational use, that permission does not include resale, public distribution or uncontrolled sharing outside that organisation.

15. Tailoring and No Guarantee of Compliance Outcome

Policy templates, digital resources, toolkits and similar materials are designed to support internal readiness, documentation and good practice.

Unless expressly stated otherwise:



- they are not a substitute for organisation-specific legal, regulatory or certification advice;
- they require tailoring to your actual operations, risks, workforce, sites and contractual obligations;
- they do not guarantee accreditation, certification, tender success, insurer approval or regulatory acceptance; and
- their usefulness depends on proper implementation and review.

This reflects the way your wider TPMG site is positioned and helps reduce the risk of users treating generic templates as guaranteed compliance instruments.

16. Consumer Cancellation Rights

If you are a consumer, and the law gives you a right to cancel, that right will apply subject to the nature of the product you have bought and any legal exceptions.

Under the Consumer Contracts Regulations 2013, consumers generally have a 14-day cooling-off period for many distance contracts, but the rules differ depending on whether the contract is for goods, services, or digital content not supplied on a tangible medium.

Where a right to cancel exists, the website or checkout process should make that clear before you are bound by the contract.

17. Immediate Supply of Digital Content and Loss of Cancellation Right

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Where you buy digital content that is not supplied on a tangible medium, and you ask us to provide access or begin supply immediately, you expressly agree that supply may begin before the end of the normal cancellation period.

In those circumstances, if the required consent and acknowledgement are given at checkout, you acknowledge that you may lose your legal right to cancel once the supply of that digital content begins. Regulation 37 of the Consumer Contracts Regulations requires express consent and acknowledgement before supply of digital content not on a tangible medium begins early and the cancellation right is lost.

This is why the TPMG checkout wording for instant digital access should include express consent and an acknowledgement that the right to cancel will be lost once access begins.

18. Consumer Cancellation for Goods and Other Eligible Purchases

Where a consumer has a legal cooling-off right for a product that has not lost that right and no exemption applies:

- the cancellation period is normally 14 days;
- the period usually begins when the contract is formed and, for goods, ends 14 days after delivery in line with the applicable rules;
- the consumer must tell us clearly that they wish to cancel; and
- any refund will be handled in accordance with the law and any applicable product-specific terms.

Your website-sale templates follow the same approach and include the standard structure for cooling-off rights, notice of cancellation, return timing and refunds.

19. Exceptions to Cancellation

Where permitted by law, cancellation rights may be excluded or limited for certain products or situations, including for example:

- digital content where supply has begun early with the required consent and acknowledgement;
- personalised or bespoke products;
- sealed goods unsealed after delivery where health or hygiene exceptions apply;
- sealed audio, video or software items unsealed after delivery, where the law permits that exception; or
- other exceptions recognised by the Consumer Contracts Regulations.

The Consumer Contracts Regulations set out a number of cancellation exceptions and exclusions, including for certain digital content and customised products.

20. Faulty, Damaged, Incorrect or Misdescribed Products

20.1 Goods

If you are a consumer, goods must be of satisfactory quality, fit for purpose and as described. The Consumer Rights Act 2015 provides rights including short-term rejection, repair or replacement, price reduction and, in some cases, a final right to reject.

20.2 Digital content

If you are a consumer, digital content must be of satisfactory quality, fit for purpose and as described. Consumer remedies can include repair or replacement, price reduction

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and, in certain cases, refund or compensation for damage to a device or other digital content.

20.3 Services

If a website-sold service is covered by these Terms and supplied to a consumer, it must be carried out with reasonable care and skill, and the law provides remedies where that standard is not met.

Nothing in these Terms excludes or limits statutory rights that cannot lawfully be excluded.

21. Reporting Problems

If there is a problem with any product purchased through the website, you should contact TPMG as soon as reasonably possible using the contact details on the website.

Please include, where possible:

- your name;
- order number;
- date of purchase;
- the product purchased; and
- the issue you are reporting.

We may ask for reasonable supporting information such as screenshots, order records, proof of defect, or confirmation of the issue experienced.

22. Refunds

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Where a refund is due, TPMG will normally process it using the same payment method used for the original purchase unless another lawful and practical method is agreed.

Refunds may be full or partial depending on:

- the legal basis of the refund;
- whether the purchase was cancelled within a lawful cooling-off period;
- whether the issue concerns a fault or non-conformity;
- whether access to digital content has already begun in a way that lawfully removed the cancellation right; and
- any product-specific terms that apply.

Your templates also follow the same pattern of refunding by the original payment route unless another method is requested or agreed.

23. Business Customers

If you are buying wholly or mainly for business purposes:

- consumer-only cancellation rights will not apply;
- consumer statutory remedies may not apply in the same way;
- your rights and remedies will be determined by these Terms, any product-specific terms, and any applicable law; and
- TPMG may apply separate B2B commercial terms where appropriate.

This reflects the distinction drawn in your templates between consumer-facing website terms and separate business sale terms.

24. Our Right to Refuse, Cancel or Suspend

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TPMG may refuse, cancel or suspend an order or access where reasonably necessary, including where:

- payment fails or is reversed;
- the product is unavailable;
- the order contains a material error;
- required identity, compliance or fraud checks cannot be completed;
- there is misuse of digital access or breach of licence terms;
- the purchaser breaches these Terms; or
- continued supply would expose TPMG to legal, security, compliance or operational risk.

Where an order is cancelled before fulfilment and payment has already been taken, the relevant sum will be refunded.

25. Intellectual Property

All intellectual property rights in TPMG digital content, documents, templates, training materials, branding and related materials remain with TPMG or its licensors unless expressly stated otherwise.

Purchase gives you only the rights expressly granted under these Terms or any product-specific terms. It does not transfer copyright or ownership of the underlying content.

26. Liability

Nothing in these Terms excludes or limits liability where the law does not allow that.

Subject to that:

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- TPMG does not accept liability for losses arising from misuse, unauthorised sharing, improper implementation or adaptation of digital content by the purchaser;
- TPMG does not accept liability for indirect or consequential business loss except where such limitation is not permitted by law;
- TPMG is not responsible for losses caused by inaccurate information supplied by the purchaser; and
- TPMG's liability for website-sold products will be limited to the extent permitted by law and any product-specific terms.

For consumer contracts for digital content, a trader cannot contract out of certain statutory rights and remedies under the Consumer Rights Act 2015.

27. Events Outside Our Reasonable Control

TPMG will not be responsible for delays or failure to perform obligations under these Terms where caused by events outside our reasonable control, including provider outages, cyber incidents, utility failures, internet outages, supplier disruption, legal restrictions, force majeure events or other events beyond reasonable operational control.

Where such an event materially affects fulfilment, we will aim to notify affected customers and take reasonable steps to reduce the impact.

28. Privacy and Data Protection

Any personal data collected in connection with a purchase will be handled in accordance with TPMG's Privacy Notice and related data protection documents.

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Where payment, access, support or fulfilment involves third-party processors or platforms, those parties may process personal data as part of delivering the purchase.

29. Complaints and Support

If you have a complaint or need support about a purchase, please contact TPMG using the contact details on the website.

We aim to deal with complaints fairly and proportionately. Product-specific support arrangements may also be described on the relevant product page, in the order confirmation, or in the relevant support policy.

30. Changes to These Terms

We may update these Terms of Sale from time to time to reflect changes in:

- law or regulation;
- website structure or product offering;
- payment or fulfilment methods;
- digital access arrangements; or
- business, operational or compliance requirements.

The latest version will be published on the website with its effective date.

31. Governing Law and Jurisdiction

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These Terms of Sale and any dispute or claim arising from them shall be governed by the law of England and Wales.

If you are a consumer, you will also retain the benefit of any mandatory rights available to you under the law of your usual place of residence where applicable.

If you are a business customer, the courts of England and Wales shall have exclusive jurisdiction unless TPMG agrees otherwise in writing.

This approach is also reflected in your consumer-facing website sale templates.