Returns policy: cover

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3. You will need to edit this template before use. Guidance notes to help you do so are set out at the end of the template. During the editing process, you should delete those guidance notes and this cover sheet. Square brackets in the body of the document indicate areas that require editorial attention. "ORs" in the body of the document indicate alternative provisions. By the end of the editing process, there should be no square brackets left in the body of the document, and only one alternative from each set of alternatives should remain. Elements may be specified as optional in the accompanying notes, but that does not mean that they are in all cases removable. Depending upon the circumstances, an optional element may be: (i) required by law; or (ii) necessary to ensure that the document is internally consistent.

4. If you have any doubts about the editing or use of this template, you should seek professional legal advice.

5. You can request a quote for legal services (including the adaptation or review of a legal document produced from this template) using this form: <https://docular.net/pages/contact>.

Returns policy

1. Introduction

1.1 We understand that from time to time you may wish to return a product to us.

1.2 We have created this policy to enable you to return products to us in appropriate circumstances.

1.3 This policy shall apply [to all of our customers, irrespective of their geographical location].

1.4 This policy shall apply to [all orders submitted through our website].

1.5 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).

2. Returns

2.1 If you have no other legal right to return a product and receive a refund or exchange, then you will nonetheless be entitled to return a product to us and receive a refund in accordance with this policy if:

(a) we receive the returned product within [30] days following [the date of dispatch of the product to you];

(b) the returned product is [unused, in its original unopened packaging (with any seal or shrink-wrap intact), with any labels still attached, and otherwise in a condition enabling us to sell the product as new];

(c) you comply with the procedure set out in this policy in relation to the return of the product; and

(d) none of the exclusions set out in this policy apply.

3. Returns procedure

3.1 In order to take advantage of your rights under this policy, you must [contact us to obtain a return authorisation number, and then send the product to us with a covering note quoting that number].

3.2 Products returned under this policy must be [sent by Royal Mail Signed For delivery] to *[postal address]*.

3.3 [You will be responsible for paying postage costs associated with returns under this policy.] OR [We will pay the costs associated with the return of products in accordance with this policy.]

4. Exclusions

4.1 The following types of product may not be returned under this policy:

(a) [food, drink and any other products liable to deteriorate within the period of [3 months] following dispatch];

(b) [DVDs, CDs and other audio or video or audio-visual recordings];

(c) [computer software (whether on CD-ROM, DVD-ROM or otherwise)];

(d) [newspapers, periodicals, magazines or similar products];

(e) [toiletries and cosmetics];

(f) [any product made to your specification];

(g) [any product made to order];

(h) [any product personalised or adapted for you]; or

(i) [gift vouchers].

*[additional list items]*

5. Refunds

5.1 We will give you a refund for the price you paid to us in respect of any product properly returned by you in accordance with this policy.

5.2 We will[ not] refund to you the original delivery charges relating to the returned product.

5.3 [We will refund to you your reasonable postage costs incurred returning the product to us.] OR [We will not refund to you any costs you incur in returning the product to us.]

5.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

5.5 We will process the refund due to you as soon as possible and, in any event, within 30 days following the day we receive your returned product.

6. Improper returns

6.1 If you return a product in contravention of this policy, and you do not have any other legal right to a refund or exchange in respect of that product:

(a) we will not refund the purchase price or exchange the product;

(b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and

(c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

7. Our details

7.1 This website is owned and operated by *[name]*.

7.2 Our principal place of business is at *[address]*.

7.3 You can contact us:

(a) [by post, to [the postal address given above]];

(b) [using our website contact form];

(c) [by telephone, on [the contact number published on our website]]; or

(d) [by email, using [the email address published on our website]].

*[additional list items]*

Returns policy: drafting notes

This returns policy template gives customers the right to return products in those cases where a right of return is not mandated by law. Using the returns policy template, the seller can define the precise circumstances in which products may be returned and the procedure to be followed by customers when doing so. The policy can be used in relation to B2B and B2C sales.

Why should a seller offer rights to customers going beyond those mandated by law? The most obvious reason is that a generous returns policy may build trust, increasing shopper confidence and therefore sales. In addition, a policy that clearly defines customers' rights will reduce the scope for disputes with customers.

When editing this template returns policy, you will need to decide whether the right to return products applies to all customers, or only a subset. For instance, does it apply only to customers situated in your home jurisdiction? Does it apply to all categories of product?

You will also need to decide the conditions that apply to returns. How long to customers have to return products following purchase? Must the product be in its original, unopened packaging?

If a customer returns a product in accordance with the policy, the customer is entitled to a refund. The refund may or may not include the original delivery charges. Conversely, the returns policy template makes it clear that products returned otherwise than in accordance with the policy will not result in a refund.

To be clear: this template covers discretionary return rights, not those mandated by law. For instance, it does not cover rights to return under the European distance selling rules (in the U.K., these rules are set out in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013). Our terms and conditions of sale templates include provisions covering mandatory return rights.

Section 1: Introduction

Section 1.3

Optional element. Do you wish to specify which customer locations this document applies to?

* Which categories of customer benefit from the rights set out in this document?

Section 1.4

Optional element. Do you wish to specify which types of order the document applies to?

* To which orders does the document apply?

Section 1.5

Optional element. Will this document apply to any contracts with consumers (B2C transactions)?

Section 2: Returns

Section 2.1

* What is the length of the period during which returns are permitted (in days)?
* When does the returns period begin to run?
* What condition must returned products be in?

Section 3: Returns procedure

Section 3.1

* Describe the procedure that must be followed when returning a product.

Section 3.2

* What postage/delivery method should be used for returns under this document?
* To what address should products be returned?

Section 3.3

* Who will be responsible for paying the costs associated with the return of a product (typically, postage costs)?

Section 4: Exclusions

Optional element.

Section 4.1

* Which categories of products should be specifically excluded from the right of return?
* In respect of products that are liable to deteriorate, what period applies?

Section 5: Refunds

Section 5.2

* Will original delivery charges be excluded from the refund?

Section 5.3

Optional element. Will or may a customer incur any costs when returning a product?

* Will the operator refund return postage costs?

Section 6: Improper returns

Optional element.

Section 7: Our details

Optional element.

Section 7.1

* What is the name of the company, partnership, individual or other legal person or entity that owns and operates the website?

Section 7.2

Optional element.

* Where is the relevant person's head office or principal place of business?

Section 7.3

Optional element.

* By what means may the relevant person be contacted?
* Where is the relevant person's postal address published?
* Either specify a telephone number or give details of where the relevant number may be found.
* Either specify an email address or give details of where the relevant email address may be found.