

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using our Site, together with any other documents that may apply to your use of this website, <<insert relevant documents>> (including but not limited to the terms of use governing your use of Our Site”). It is recommended that you print a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on <<insert date>>. [The following changes were made: <<insert details of changes>>.]

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree to these Terms and Conditions, you must stop using Our Site immediately.

The following document[s] apply to our Site:

- Our Privacy Policy, <<insert relevant document name>>, in Part 15.
- [Our Cookie Policy, <<insert relevant document name>>, in Part 15.]

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“Content”

text, images, audio, video, scripts, databases, and any other form of information, whether or not being stored on a computer that is part of, Our Site; and

“We/Us/Our”

<<insert business name>>.

2. Information About Us

2.1 Our Site is operated by <<insert company name>>, registered in England and Wales with company number <<insert company number>>. Our registered office is at <<insert registered address>> and Our main trading address is <<insert main trading address>>.

<<insert company name>>. [We are a limited company with company number <<insert company number>> and Our registered address is <<insert registered address>> and Our main trading address is <<insert main trading address>>.] OR [Our address is <<insert address>>.]

2.2 [Our VAT number is <<insert VAT number>>.]

2.3 [We are regulated by <<insert regulator(s)>>.]

<<insert regulator(s)>>.]

2.4 [We are a member of <<insert association(s) etc.>>.]

<<insert association(s) etc.>>.]

2.5 [We are an investment company.]

2.6 [Please note that Our Site is being wound up.]

<<insert details of winding up>>.]

2.7 [<<insert further information>>.]

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3. **How to Contact Us**

To contact Us, please email Us at <<insert email address>> or telephone Us on <<insert telephone number>>

4. **Access to Our Site**

- 4.1 Access to Our Site
- 4.2 It is your responsibility to make any arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is on an "as available" and on an "as available" basis. We may suspend or discontinue access to any part of it at any time. We do not guarantee that access to it will be available or that access to it will be uninterrupted. [If We suspend or discontinue access to Our Site (or any part of it), We will try to give you reasonable notice of such suspension or discontinuation.]

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5. **Changes to Our Site**

We may alter and update Our Site at any time [of it) at any time [<<insert brief description of potential alterations to Our Site (or any part of the alterations.)]. [If We make any [significant] alterations, We will try to give you reasonable notice of such alterations.]

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6. **Changes to these Terms and Conditions**

- 6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be posted on this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, these Terms and Conditions will apply to your use of Our Site from the time you use it after the changes have been implemented. We advise you to check this page every time you use Our Site.
- 6.2 If any part of the current Terms and Conditions conflicts with any previous version, the current version shall prevail unless We explicitly state otherwise.

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7. **[International Users]**

Our Site is intended for use in the United Kingdom only. We do not warrant or represent that Our Site or any of its content is suitable for use in other locations or are suitable for use in other locations.]

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8. **How You May Use Our Site (Intellectual Property Rights)**

- 8.1 [All Content included on Our Site is the copyright and other intellectual property rights in the content of Our Site has been licensed by Us, unless specifically labelled otherwise. All content is protected by applicable United Kingdom and international intellectual property laws and treaties.]
- 8.2 You may access, view, and use Our Site using a web browser (including any web browser) and you may download Our Site content for caching (this usually occurs when you use Our Site).

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automatically).

8.3 You may print one extract of any page(s) from Our Site for personal use on

8.4 You may not modify downloaded extracts in any way. Images, video, audio or text downloaded from Our Site must not be used separately from the original text.

8.5 Our status as the author of the Content on Our Site (or that of any identified licensors, contributors or licensors) must always be acknowledged.

8.6 You may not use any Content [downloaded] from Our Site for commercial purposes without obtaining a licence from Us (or our licensors, as applicable) in order to prevent the normal access, viewing, and use of Our Site for such purposes by business users or consumers.]]

OR

8.1 [All Content including any copyright and other intellectual property rights in the Content that has been licensed by Us, unless specifically labelled otherwise, is protected by applicable United Kingdom and international copyright laws and treaties.

8.2 You may access, view and use Our Site via a web browser (including any web browser with a caching capability or software or app) and you may download Our Site Content for caching (this usually occurs automatically).

8.3 You may print copies of any page(s) from Our Site [for personal use].

8.4 [Our status as the author of the Content on Our Site (or that of any identified licensors, contributors or licensors) must always be acknowledged.]

8.5 [You may not use any Content [downloaded] from Our Site for commercial purposes without obtaining a licence from Us (or Our licensors, as applicable) in order to prevent the normal access, viewing, and use of Our Site for such purposes by business users or consumers.]]

8.6 [Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright' (which includes exceptions allowing certain uses of copyright material for purposes such as non-commercial research and private study; teaching; criticism, review, and reporting; parody, caricature, and pastiche) where information is available from the UK Intellectual Property Office.

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9. Links to Our Site

9.1 [You may link to the homepage of Our Site, but linking to other pages on Our Site requires our express permission.]

9.2 Links to Our Site must not be used in a way that you must not take unfair advantage of Our reputation or that of any identified licensors, contributors or licensors.

9.3 You must not link to Our Site in a way that suggests any association with

OR [You may only link to the homepage of Our Site. Linking to other pages on Our Site requires our express permission.]

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Us (where there is consent or approval from Us (where there is none).

9.4 Your link should not include trade marks displayed on Our Site without Our express

9.5 [You must not frame Our Site on another website without Our express written perm

9.6 [You may not link to a website the main content of which is unlawful; obscene; inappropriate; dishonest; defamatory; threatening; racist, discriminatory; that promotes violence, racial hatred, or terrorism; or that We deem to be otherwise

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website the main content of which is unlawful; obscene; inappropriate; dishonest; defamatory; threatening; racist, discriminatory; that promotes violence, racial hatred, or terrorism; or that We deem to be otherwise

10. **Links to Other Sites**

10.1 Links to other websites on Our Site. Unless expressly stated, these sites are not accepted and We accept no responsibility or liability for the content of th

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10.2 The inclusion of a link on Our Site is for information purposes only and does not constitute endorsement of that website or of its owners, operators, or

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11. **Disclaimers**

11.1 Nothing on Our Site is intended to provide advice on which you should rely. It is provided for general information purposes only. [Professional or specialist advice should always be sought before taking any action relating to <<describe the type of action to which your website relates>>.]

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11.2 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date, but We make no warranties, expressed or implied, that this will always be the case.

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11.3 If you are a business user, please read the Terms and Conditions, and other applicable legal notices, on Our Site and Content.

implied representations, warranties, and other applicable legal notices, on Our Site and Content.

12. **Our Liability**

12.1 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, or death or personal injury resulting from negligence, or liability which cannot be lawfully excluded or restricted.

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12.2 If you are a business user, please read the Terms and Conditions, and other applicable legal notices, on Our Site and Content. We accept no liability for any damage, whether foreseeable or otherwise, in connection with the use of (or inability to use) Our Site or the use of Content included on Our Site.

using Our Site in the course of business, We accept no liability for any damage, whether foreseeable or otherwise, in connection with the use of (or inability to use) Our Site or the use of Content included on Our Site.

12.3 If you are a business user, please read the Terms and Conditions, and other applicable legal notices, on Our Site and Content. We accept no liability for loss of profit, sales, or revenue; loss of opportunity, goodwill, or reputation; or for any indirect or consequential loss of

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12.4 [Our Site is intended for use only.] If you are a consumer, you agree that [you will not use Our Site for commercial or business purposes and that] We shall not be liable for any business losses as set out above.

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12.5 [Subject to Part 12.4, we do not warrant that Our Site will be available at all times. If Our Site damages your computer or mobile device, that damage is caused by the use of Our Site and, to the extent that damage is caused by Our Site, we will either compensate you or provide a replacement device, at our discretion.]

consumer and digital content from a device belonging to you, where you use Our Site with reasonable skill and care, We will not be liable for any such damage.

12.6 [Note that the right to use Our Site in the event of damage in question may be lost if you do not follow the instructions from Us to repair or update; if the damage resulted from your failure to do so, the minimum system requirements for Our Site were not met.]

repair in Part 12.5 will be lost if the damage is not repaired or avoided by following advice or instructions from Us to repair or update; if the damage resulted from your failure to do so, the minimum system requirements for Our Site were not met.]

13. **Viruses, Malware, and Security**

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13.1 We exercise reasonable care to ensure that Our Site is secure and free from viruses and malware. We do not guarantee that this is the case.

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13.2 You are responsible for ensuring that your hardware, software, data, and other information is protected against internet security risks.

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13.3 You must not deliberately introduce any malware or other harmful material which is maliciously harmful either to or via Our Site.

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13.4 You must not attempt to gain unauthorized access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer, or database connected to Our Site.

access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer, or database connected to Our Site.

13.5 You must not attempt to disrupt the availability of Our Site by means of a denial of service attack, a distributed denial of service attack, or any other means.

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13.6 By breaching the provisions of Part 13.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with them. We may disclose your identity to them. Your right to use Our Site will be terminated immediately in the event of such a breach.

to 13.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with them. We may disclose your identity to them. Your right to use Our Site will be terminated immediately in the event of such a breach.

14. **Acceptable Usage of Our Site**

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14.1 You may only use Our Site for the purposes set out in Part 14.1:

for:

- a) You must ensure that your use of Our Site is lawful and does not infringe any applicable laws, regulations, or international treaties that apply;
- b) You must not use Our Site for any purpose, or for any purpose, that is prohibited by applicable laws, regulations, or international treaties that apply;
- c) You must not use Our Site to knowingly send, upload, or in any other way transmit any form of virus or other malware or any other content that is likely to seriously affect computer hardware, software, or data.

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- b) You must not use Our Site for any purpose, or for any purpose, that is prohibited by applicable laws, regulations, or international treaties that apply;
- c) You must not use Our Site to knowingly send, upload, or in any other way transmit any form of virus or other malware or any other content that is likely to seriously affect computer hardware, software, or data.

14.2 If you fail to comply with these Terms and Conditions, we may take such actions in response as we see fit.

If you fail to comply with these Terms and Conditions, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response as we see fit.

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- a) Suspend or restrict access to Our Site;
- b) Issue you with a notice of breach;
- c) Take legal proceedings for reimbursement of any and all relevant costs resulting from your breach;
- d) Take further action as appropriate;
- e) Disclose such information to enforcement authorities as required or as We deem appropriate; and/or
- f) Any other action as reasonably appropriate (and lawful).

14.3 We hereby exclude liability for any loss or damage, including, but not limited to, consequential loss or damage, arising out of any actions that We may take (including, but not limited to, those set out above in Part 14.2) in response to your breach.

15. How We Use Your Personal Information

We will only use your personal information in accordance with what is set out in Our Privacy Policy, available at <<insert link>> [and Our Terms and Conditions available from <<insert link>>].

16. [Communications from Us]

16.1 If We have your contact details, we may contact you and you important notices by email from time to time. Such notices may include, but not limited to, matters including, but not limited to, changes to Our Terms and Conditions.

16.2 We will not send you any marketing emails without your express consent. If you do consent, you may withdraw your consent at any time. All marketing emails from Us include an unsubscribe link. If you do not opt out of emails from Us, it may take up to <<insert period>> days for the opt out to take effect and you may continue to receive emails during this period.

16.3 For questions or comments regarding our communications from Us, please contact Us using the details set out in Our Privacy Policy.

17. Law and Jurisdiction

17.1 These Terms and Conditions govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

17.2 If you are a consumer, these Terms and Conditions shall not be subject to any mandatory provisions of the law in your country which, in Part 17.1 takes away from or restricts your rights.

17.3 If you are a consumer, any controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

17.4 If you are a business, any controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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