

## 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 (such as privacy policies) that set out the terms of use governing your use of Our Site. It is recommended that you save 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 with these Terms and Conditions, you must stop using Our Site immediately.

The following document[s] apply to Our Site:

- Our Privacy Policy, in Part 15.
- [Our Cookie Policy, in Part 15.]

**We do not sell goods, services or information through Our Site.** No Part of Our Site constitutes a contract for the sale of [goods] AND/OR [services or information] provided for general information and conditions or contracts. These Terms and Conditions apply to sales conducted <<insert details>> and do not relate to

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

**“Content”**

**“We/Us/Our”**

## 2. Information About Us

2.1 Our Site is operated by [insert name] registered in England (company number <<insert company number>>). Our registered office and main trading address is <<insert main trading address>>.

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

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

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The following document[s] apply to Our Site:

<<insert details>>. This is also referred to below as “the [insert details]”.

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In these Terms and Conditions, the following expressions shall have the following meanings:

**“Content”** Content means any 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>>].

2.1 Our Site is operated by [insert name] registered in England (company number <<insert company number>>). Our registered office and main trading address is <<insert main trading address>>.

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

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

- 2.4 [We are a member of association(s) etc.>>.]
- 2.5 [We are an investment]
- 2.6 [Please note that Our Site is being wound up.]
- 2.7 [<<insert further info]

### 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 is available to you on an “as available” basis.
- 4.2 It is your responsibility to make any arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is not guaranteed. We may suspend or discontinue access to any part of it at any time. We do not guarantee that access to Our Site 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.]

### 5. Changes to Our Site

We may alter and update Our Site at any time [without notice]. [If We make any [significant] alterations to Our Site (or any part of it) at any time [without notice], We will try to give you reasonable notice of such alterations.]

### 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, the changes 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.

### 7. [International Users]

Our Site is intended for use in [insert country]. We do not warrant or represent that Our Site or its content is suitable for use in other locations or are suitable for use in other locations or are suitable for use in other locations.

## 8. How You May Use Our Site

- 8.1 [All Content including any copyright and other intellectual property rights in the Content has been licensed by Us, unless specifically labelled otherwise. The Content is protected by applicable United Kingdom and international copyright laws and treaties.]
- 8.2 You may access, view and use the Content on Our Site using a web browser (including any web browser plug-in or software or app) and you may cache the Content for caching (this usually occurs automatically).
- 8.3 You may print one copy of any page(s) from Our Site for personal use only.
- 8.4 You may not modify, copy, reproduce, retransmit, distribute, download, extract, or otherwise use the Content in any way. Images, video, audio, and other media downloaded from Our Site must not be used separately from the Content.
- 8.5 Our status as the identified licensors, licensors, as applicable, and use of Our Site by consumers.]]

### OR

- 8.1 [All Content including any copyright and other intellectual property rights in the Content has been licensed by Us, unless specifically labelled otherwise. The Content is protected by applicable United Kingdom and international copyright laws and treaties.]
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- 8.3 You may print copies of any page(s) from Our Site [for personal use].
- 8.4 [Our status as the identified licensors, licensors, as applicable, and use of Our Site by consumers.]]
- 8.5 [You may not use the Content for commercial purposes, including a licence from Us (or Our licensors, as applicable, to prevent the normal access, viewing, or use of the Content for commercial purposes by business users or consumers.]]
- 8.6 [Nothing in these Terms and Conditions shall limit or exclude the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Material' (which includes exceptions allowing certain uses of copyright material for non-commercial research and private study; teaching; criticism, review, and reporting; parody, caricature, and pastiche; and information is available from the UK Intellectual Property Office website: <https://www.gov.uk/government/organisations/uk-intellectual-property-office>)]

## Intellectual Property Rights)

The Content on Our Site (or that of our licensors) may be acknowledged.

You may not use the Content for commercial purposes, including a licence from Us (or Our licensors, as applicable, to prevent the normal access, viewing, or use of the Content for commercial purposes by business users or consumers.]]

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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 written permission. **OR** [You may only link to the homepage of Our Site. Linking to other pages on Our Site requires our express written permission.]
- 9.2 Links to Our Site must not damage or harm the reputation of Our reputation or otherwise harm Our reputation.
- 9.3 You must not link to Us (where there is no association) or suggest that suggests any association with Us (where there is none) or approval from Us (where there is none).
- 9.4 Your link should not include marks displayed on Our Site.
- 9.5 [You must not frame Our Site on another website without Our express written permission.]
- 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 unlawful.]

10. **Links to Other Sites**

- 10.1 Links to other websites on Our Site. Unless expressly stated, these sites are not endorsed by Us and we accept no responsibility or liability for the content of those sites.
- 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 content.

11. **Disclaimers**

- 11.1 Nothing on Our Site constitutes an offer or 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>>.]
- 11.2 To the extent permitted by law, We make no warranties, representations, or disclaimers. Content on Our Site is provided "as is" and up to date, but We make no warranties, representations, or disclaimers (express or implied) that this will accurately reflect the current state of the world.
- 11.3 If you are a business, we make no implied representations, warranties, or disclaimers to you regarding Our Site and Content.
- 11.4 As set out above, the content on Our Site is not intended to constitute a contractual offer capable of acceptance for goods, services, or digital content. [The content on Our Site is not intended to constitute a contractual offer capable of acceptance for goods, services, or digital content] **AND/OR** [services] **AND/OR** [digital content] provided only for general information purposes.
- 11.5 We make every reasonable effort to ensure that all representations and descriptions of [goods, services, or digital content] shown on Our Site correspond to the actual goods, services, or digital content. [We make every reasonable effort to ensure that all representations and descriptions of [goods, services, or digital content] shown on Our Site correspond to the actual goods, services, or digital content.] **AND/OR** [services] **AND/OR** [digital content] may occur as follows:

- a) [There may be differences between goods pictured on Our Site and the actual goods received. Images of goods are for illustrative purposes only. There may be differences in colours due to the different devices used to view Our Site. [Other differences may include <<insert possible minor differences>> and weights and, where possible, indicate tolerance ranges due to <<insert reasons>>].] Product
- b) There may be differences between goods described on Our Site and the actual goods received. Images have been recently made to comply with applicable laws and regulatory requirements. Such changes may affect the use of the goods. [More significant changes may be made from time to time [<<insert examples>>].] For goods and your related rights, please refer to Our relevant terms and conditions or <<insert link or other location>>[.]
- c) [[There may be differences between services described on Our Site and the actual services received. All services will be provided to you. [The exact nature of the services may vary depending upon your individual requirements. <<insert examples>>] AND/OR [Services may [also] vary due to <<insert reasons>>].]
- d) There may be differences between services described on Our Site and the actual services received. Images have been recently made to comply with applicable laws and regulatory requirements. Such changes may affect the use of the services. [More significant changes may be made from time to time [<<insert examples>>].] For services and changes to services and your related rights, please refer to <<insert name of relevant terms and conditions>> or <<insert link or other location>>[.]
- e) [[There may be differences between digital content described on Our Site and the actual digital content available, including <<insert examples>> discrepancies that may occur>> due to <<insert reasons>>].]
- f) There may be differences between digital content described on Our Site and the actual digital content available. Where changes have been recently made to comply with applicable laws and regulatory requirements, such changes may not affect your use of the digital content. [More significant changes may be made from time to time [<<insert examples>>].] For digital content and your related rights, please refer to <<insert name of relevant terms and conditions>> or <<insert link or other location>>[.]

## 12. Our Liability

- 12.1 Nothing in these Terms and Conditions excludes or restricts Our liability for death or personal injury resulting from negligence, or liability which cannot be lawfully

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12.2 If you are a business using Our Site in the course of your business or for commercial purposes, 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 any Content included on Our Site.

12.3 If you are a business, we accept no liability for loss of profit, sales, opportunity, goodwill, or reputation; or for any indirect or consequential loss or damage.

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.

12.5 [Subject to Part 12.6,] We shall not be liable for any damage to a consumer and digital content from a device belonging to you, where, with all reasonable skill and care, We will not be able to prevent the damage.

12.6 [Note that the right to repair in Part 12.5 will be lost if the damage in question is caused by you or avoided by following advice or instructions from Us or update; if the damage resulted from your failure to follow the minimum system requirements provided by Us for the device.]

### 13. Viruses, Malware, and Security

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

13.2 You are responsible for the security of any hardware, software, data, and other information that you store on or transmit to Our Site and for Internet security risks.

13.3 You must not deliberately introduce any viruses or other malware, or any other harmful materials, which are transmitted to or via Our Site.

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

13.5 You must not attempt to interfere with or disrupt the operation of a denial of service attack, a distributed denial of service attack, or any other means.

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

### 14. Acceptable Usage of Our Site

14.1 You may only use Our Site for the purposes set out in the Terms of Use.

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- a) You must comply with any and all local, national, or international laws, regulations, and other legal requirements that apply;
- b) You must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- c) You must not knowingly send, upload, or in any other way transmit any form of virus or other malware or code that may adversely affect computer hardware, software, or data.

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- 14.2 If you fail to comply with any of the provisions of this Part 14, you will be in breach of these Terms and Conditions. In the event you take one or more of the following actions in response to a breach of these Terms and Conditions:
- a) Suspend or terminate your access to Our Site;
  - b) Issue you with a cease and desist letter;
  - c) Take legal proceedings against you for reimbursement of any and all costs incurred by Us for the investigation and/or enforcement of these Terms and Conditions resulting from your breach;
  - d) Take further action as appropriate;
  - e) Disclose such information to the relevant law enforcement authorities as required or permitted by law; and/or
  - f) Any other action that We deem to be reasonably appropriate (and lawful).
- 14.3 We hereby exclude liability for any damages (including, but not limited to, direct, indirect, special, incidental, or consequential damages) 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 a breach of these Terms and Conditions.

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15. **How We Use Your Personal Information**
- We will only use your personal information in the manner set out in Our Privacy Policy, available at [\[insert link\]](#) and Our Terms and Conditions, available from [\[insert link\]](#).

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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 communications may include matters including, but not limited to, changes to Our Site, Our Terms and Conditions, and Our Privacy Policy.
- 16.2 We will not send you any marketing emails without your express consent. If you do not give us your express consent at any time. All marketing emails from Us include an unsubscribe link. If you opt out of emails from Us, it may take up to [\[insert period\]](#) 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.

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17. **Law and Jurisdiction**
- 17.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or non-contractual) and shall be governed by, and construed in accordance with, the law of the jurisdiction of [\[insert jurisdiction\]](#).
- 17.2 If you are a consumer, these Terms and Conditions shall be subject to any mandatory provisions of the law of the jurisdiction of [\[insert jurisdiction\]](#).

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