

By Using Our Site You Accept These Terms

Please read these Terms before using Our Site. These Terms are referred to herein (unless otherwise stated) as the terms of use of this website, <<insert link>>. You may also refer to these Terms as the Terms of Use. You should print a copy of these Terms for your reference.

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

Your agreement to comply with these Terms is indicated by your use of Our Site. If you do not agree with these Terms, you must stop using Our Site immediately. You will also be required to delete any Account you have on Our Site.

The following documents may be referred to in these Terms:

- Our Privacy Policy, located at <<insert link>>, in Parts [3,] 7, and 16.
- [Our Cookie Policy, located at <<insert link>>, in Part 17.]
- Our Acceptable Use Policy, located at <<insert link>>, referred to below in Parts 13 and 14.
- If you purchase goods or services from Us, the terms of sale, available at <<insert link>>, will apply to your purchase. These terms are also referred to below in Parts 13 and 14.

1. Definitions and Interpretation

1.1 In these Terms of Use, the following expressions have the following meanings:

“Account”

[“Contact Tools”

“Content”

“User”

“User Content”

“We/Us/Our”

ensure that you understand them before using Our Site. These Terms are referred to herein (unless otherwise stated) as the terms of use governing your use of this website, <<insert link>>. It is recommended that you print a copy of these Terms for your reference.

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

Your agreement to comply with these Terms is indicated by your use of Our Site. If you do not agree with these Terms, you must stop using Our Site immediately. You will also be required to delete any Account you have on Our Site.

The following documents may be referred to in these Terms:

• Our Privacy Policy, located at <<insert link>>, in Parts [3,] 7, and 16.

• [Our Cookie Policy, located at <<insert link>>, in Part 17.]

• Our Acceptable Use Policy, located at <<insert link>>, referred to below in Parts 13 and 14.

• If you purchase goods or services from Us, the terms of sale, available at <<insert link>>, will apply to your purchase. These terms are also referred to below in Parts 13 and 14.

otherwise requires, the following definitions shall apply:

“Account” means an account required to access certain features of Our Site, as described in Part 7;

“Contact Tools” means the communications facility that We provide on Our Site enabling you to contact Us. This includes, but is not limited to, contact forms and live chat.

“Content” means text, images, audio, video, scripts, databases, and any other form of digital content, regardless of being stored on a computer that is accessible to, or part of, Our Site;

“User” means any person who uses Our Site;

“User Content” means any content (s) of user content supported e.g. photos, videos, etc.>>, shared by Users on Our Site;

“We/Us/Our” means <<insert business name>>.

2. Information About Us

- 2.1 Our Site is operated by <<insert name>>. [We are a limited company registered in England with company number <<insert company number>>. Our registered address is <<insert registered address>> and Our main trading address is <<insert 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)>>.]
- 2.4 [We are a member of <<insert association(s) etc.>>.]
- 2.5 [We are an investment <<insert investment type>>.]
- 2.6 [Please note that Our <<insert name>> is being wound up.]
- 2.7 [<<insert further information>>.]

3. How to Contact Us [and Your Complaint Tools]

- 3.1 To contact Us by email, please email <<insert email address>> or to contact Us by telephone, please call <<insert telephone number>>.
- 3.2 [We provide the following tools to help you to contact Us:
- <<insert Complaint Tools>> (e.g. contact form, live chat etc.)>>
- 3.3 When using Our Complaint Tools, or contacting Us by any other means, [Our Acceptable Usage Policy, <<insert link>>, applies.] **OR** [the following rules apply to any communication you make to Us, whether you communicate, submit, or otherwise do anything that:
- a) [is sexually explicit or obscene];
 - b) in any way suggests, promotes, or depicts sexual abuse material; or
 - c) is obscene, defamatory, abusive, libelous, hateful, or otherwise inflammatory;
 - d) promotes violence or terrorism;
 - e) promotes, encourages, or depicts acts of terrorism;
 - f) promotes or depicts illegal or unlawful activity;
 - g) is defamatory or abusive;
 - h) bullies, insults, or intimidates another person;
 - i) discriminates on the basis of race, ethnicity, national origin, sex, sexual orientation, gender identity, or any other protected characteristic; or
 - j) is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
 - k) is calculated to defraud or deceive;
 - l) is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal information in a way that they do not have a right to;

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m) misleadingly represents your identity or a trademark or service mark, or parodies or otherwise misrepresents your identity or a trademark or service mark, or is calculated to deceive [(obvious definition provided that they do not breach any standards in this Part 3)];

n) implies any affiliation with Us or any other party where there is none;

o) infringes, or violates, or causes the infringement of, the intellectual property rights (including trademarks, trade names, copyright, designs, patents, trade secrets, and other intellectual property rights) of Us or any other party;

p) is in breach of any applicable law, regulation, or contract, limited to, but not limited to, confidentiality or non-disclosure agreements or other obligations of confidence[.] OR [;]

q) [<<add further restrictions>>.]

3.4 We may monitor and restrict access to Our Site if you access Us made using Our Contact Tools.

3.5 Any personal information that you provide to Us, whether via Our Contact Tools or otherwise (including but not limited to your name and contact details) will be collected, used, and stored by Us in accordance with your rights and Our obligations under data protection laws, including but not limited to Our Privacy Policy, available from <<insert link>>.]

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4. Access to Our Site

4.1 Access to Our Site

4.2 It is your responsibility to ensure that you have the technical arrangements necessary in order to access Our Site.

4.3 Access to Our Site may be suspended or discontinued at any time 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 Our Site 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 the suspension or discontinuation.]

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 relevant alterations to Our Site (or any part of it) and the alterations.]. [If We make any [significant] alterations to Our Site (or any part of it), We will try to give you reasonable notice of the alterations.]

6. Changes to these Terms

6.1 We may alter these Terms of Use at any time. If We do so, details of the changes will be highighted on this page [and We will inform you by email of these changes]. These Terms of Use will apply to your use of Our Site after the changes have been implemented [and you must view and accept the changes by clicking on the link provided in the email or by checking this page every time you use Our Site].

6.2 If any part of the current version(s) of these Terms of Use conflicts with any previous version(s), the current version(s) shall prevail unless We explicitly state otherwise.

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7. Accounts

- 7.1 Certain features on Our Site may require an Account.
- 7.2 Only Users aged 13 and over may create an Account. [If you are under the age of 13, you may not use the features on Our Site that require an Account and you may only use Our Site under the supervision of a parent or guardian.]
- 7.3 When creating an Account, the information you provide must be accurate and complete. If any of the information is incorrect, it is your responsibility to ensure that your Account is accurate.
- 7.4 We [recommend] that you choose a strong password for your Account, consisting of at least 8 characters, e.g. "a combination of lowercase and uppercase letters, numbers and special characters".
- 7.5 It is your responsibility to keep your Account details safe. [You must not share your Account details with anyone you believe your Account is being accessed by without their permission, please [change your password immediately] [and/or] [contact Us using the details above in Part 7.4].]
- 7.6 You must not use a false or misleading email address [without their permission].
- 7.7 All personal information you provide to Us in your Account will be collected, stored, used, and held in a secure manner in accordance with Our obligations under data protection law, as set out in Our Privacy Policy, available from <<insert link>>.
- 7.8 If you wish to delete your Account, you may do so at any time. If you delete your Account, you will lose access to the features on Our Site and it will result in the removal of your Account. We will provide a detailed explanation of what will happen to the user's User Content and deletion of personal information. For further details about the retention and deletion of personal information, please refer to Our Privacy Policy, available from <<insert link>>.
- 7.9 If you delete your Account, any Content that you have shared on Our Site will [also be deleted] [in accordance with our description of what will happen to the user's User Content].
- 7.10 We may disable your Account if, in Our reasonable opinion, you have breached these Terms of Use (including, but not limited to, Our Acceptable Use Policy).

8. [International Users]

Our Site is intended for use in the United Kingdom only. 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.

9. How You May Use Our Site (Including Intellectual Property)

- 9.1 With the exception of Content specifically licensed by Us, all Content included on Our Site (including, but not limited to, User Content) is protected by copyright and other intellectual property rights in the United Kingdom and in other jurisdictions. All Content (including, but not limited to, User Content) is protected by copyright and other intellectual property rights in the United Kingdom and in other jurisdictions, unless specifically licensed by Us, unless specifically licensed by Us.

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applicable United Kingdom intellectual property laws and treaties.

9.2 Users retain the ownership and all other intellectual property rights in their User Content, and all other intellectual property rights in any part of any User Content which is owned by Users. In any case, Users must obtain express permission for such use (including the User Content). For information on the use of User Content, see Part 10.

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

9.4 You may print one or more copies of any page(s) from Our Site for personal use only.

9.5 [You may not other than the original copies, downloaded extracts, or downloaded or saved images, video, audio, or any other Content downloaded from Our Site must not be used separately from accompanying text.]

9.6 You may not use Our Site for commercial purposes or for the relevant User Content) from Our Site for commercial purposes, or a licence from Us, Our licensors, or the relevant User Content does not prevent the normal access, viewing, and use of Our Site for information purposes by business users or consumers.

9.7 Our status as the identified licensors of the Content on Our Site (or that of our licensors) must always be acknowledged.

9.8 [Nothing in these Terms of Use overrides the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Works', which includes provisions allowing certain uses of copyright material in the UK (to) non-commercial research and private study; text mining; non-commercial research; criticism, review, and reporting; accessibility; time-shifting; and parody, caricature, and pastiche.] [Intellectual Property](#) information is available from the UK Intellectual Property Office.

10. User Content

10.1 User Content on Our Site includes any type(s) of user content supported by Our Site, including but not limited to, e.g. reviews, comments, ratings, and feedback.

10.2 An Account is required to submit User Content to Our Site.

10.3 All User Content submitted to Our Site must comply with the content standards set out in Our Acceptable Usage Policy, which are available at <<insert link>>.

10.4 You warrant that you will comply with 10.3 and the content standards set out in Our Acceptable Usage Policy to the fullest extent permissible by law, indemnify Us for any loss or damage suffered as a result of such a breach.

10.5 We are not responsible for the content of your User Content submitted to Our Site. It is your sole responsibility to ensure that your User Content is appropriate for public use.

10.6 All User Content is the property of the User and is non-proprietary.

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10.7 We may reject, redact or remove User Content from Our Site where, in Our sole opinion, it is not in compliance with Our Usage Policy.

10.8 We have the right to remove User Content from Our Site if it infringes the intellectual property rights (including copyright) or their right to privacy.

10.9 User Content is not reviewed by Us before it is displayed on Our Site. The opinions, views, or statements expressed in User Content on Our Site do not represent Our opinions, views, or statements.

10.10 We do not store any User Content.

10.11 If you wish to make any changes to your User Content, please contact Us at [insert email address]. We will, at Our discretion, remove or update the User Content. [insert reference or link to an explanation of how we develop, enforce, and improve Our guidelines, and how your guidelines are developed, enforced, and improved, including information on performance metrics and take-downs.]

10.12 If you wish to remove User Content, you may do so by [insert brief description of method]. We will, at Our discretion, remove the User Content. [insert reference or references to your User Content may not be made available where the User Content was previously available.]

10.13 User Content on Our Site, including any intellectual property rights in that User Content, and any other intellectual property rights in that User Content, or has been licensed to Us, and all associated rights, along with that User Content. All User Content is protected by applicable law in the United Kingdom and international jurisdictions.

10.14 You (or your licensee) shall retain the ownership of your User Content and all associated intellectual property rights. When you submit User Content to Our Site, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, irrevocable licence to use, store, archive, reproduce, distribute, prepare derivative works from, and sub-licence your User Content to [insert reference or link to] Our Site.

10.15 In addition to the licence granted in Part 10.14, by submitting User Content to Our Site, you grant Us the right to copy and quote their User Content within [insert reference or link to] Our Site.

11. Links to Our Site

11.1 [You may link to the homepage of Our Site, but you must not link to any other page on Our Site] OR [You may only link to the homepage of Our Site, but you must not link to any other page on Our Site]

11.2 Links to Our Site must not be used in a way that is likely to damage Our reputation or the reputation of any of our licensors.

11.3 You must not link to Our Site in a way that suggests any association with Us (where there is no such association) or approval from Us (where there is none).

11.4 Your link should not contain any of the trademarks displayed on Our Site.

11.5 [You must not frame Our Site] OR [You must not frame Our Site on another website without Our permission]

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11.6 [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 infringes intellectual property rights; or that We deem to be otherwise objectionable.]

OR

11.6 [You may not link to a website the main content of which does not comply with Our Acceptable Usage Policy, available at <insert link>.]

12. Links to Other Sites

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

12.2 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.

13. Disclaimers

13.1 Nothing on Our Site constitutes professional 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>>].]

13.2 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. To the extent permitted by law, We make no warranties (express or implied) that this will always be the case. This does not apply to information concerning goods for sale. Please refer to Our Terms of Sale, available at <insert link>.

13.3 If you are a business user, please refer to Our Terms of Sale for implied representations, warranties, conditions, and other information.

14. Our Liability

14.1 The provisions of these Terms apply to the use of Our Site and not to the sale of goods. The sale of goods is governed by Our Terms of Sale, available at <<insert link>>.

14.2 Nothing in these Terms restricts Our liability for fraud or fraudulent misrepresentation, or for personal injury resulting from negligence, or for a breach of statutory duty which cannot be lawfully excluded.

14.3 If you are a business user, please refer to Our Terms of Sale for Our liability for damage, whether foreseeable or otherwise, in connection with the use of (or inability to use) Our Site or the use of (or inability to use) Content (including User Content) included on Our Site.

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14.4 If you are a business, we shall have no liability for loss of profit, sales, business, or revenue; opportunity, goodwill, or reputation; loss of anticipated consequential loss or damage; or for any indirect or consequential loss or damage.

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

14.6 [Subject to Part 14.7,] We shall not be liable for any damage to your device or content (digital content) from Our Site or a device belonging to you, if the damage is caused by Our failure to use reasonable skill and care to prevent or repair the damage.

14.7 [Note that the right to repair in Part 14.6 will be lost if the damage in question was avoided by following advice or instructions from Us or if the damage resulted from your failure to follow the minimum system requirements provided by Us for the device.]

15. Viruses, Malware, and Security

15.1 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.

15.2 You are responsible for protecting your hardware, software, data, and other information from internet security risks.

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

15.4 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.

15.5 You must not attempt to launch or participate in a denial of service attack, a distributed denial of service attack, or any other means.

15.6 By breaching the provisions of 15.5, 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. You must disclose your identity to them. Your right to use Our Site will be terminated immediately in the event of such a breach.

16. Acceptable Usage of Our Site

16.1 In addition to these Terms and Conditions, you must also agree to our Acceptable Usage Policy, available at <<insert link>>, applicable to the use of Our Site.

16.2 You may only use Our Site for the purposes set out below:

a) You must ensure that your use of Our Site is lawful with any and all local, national, and international laws and regulations that apply;

b) You must not use Our Site for any purpose, in any way, or for any purpose, that is unlawful or fraudulent.

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- c) You must not knowingly send, upload, or in any other way transmit any form of virus or other malware or any other code that may severely affect computer hardware, software, or data.

16.3 If you fail to comply with this Part 16 and/or Our Acceptable Usage Policy, you will be in breach of these Terms of Use. We may take one or more of the following actions:

- 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, including reasonable attorneys' fees, resulting from your breach;
- d) Take further action against you as appropriate;
- e) Disclose such information to law enforcement authorities as required or permitted by applicable law; and/or
- f) Any other action that we deem to be reasonably appropriate (and lawful).

16.4 We hereby exclude ourselves from any actions that We may take (including, but not limited to, those set out above in Part 16.3) in response to your breach.

17. 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 of Use, available at [\[insert link\]](#).

18. Communications from Us

18.1 If We have your contact information, we may send you important notices from time to time. Such notices may relate to changes to Our Site or to these Terms of Use, or to your Account.

18.2 We will not send you marketing emails without your express consent. If you do give us your consent, we may send you marketing emails at any time. All marketing emails from Us include an unsubscribe link. Unsubscribe options can also be changed at any time. [\[insert location\]](#) If you opt out of emails from Us, it may take up to 30 days for your request to take effect and you may continue to receive emails from Us at that time.

18.3 For questions or comments regarding our communications from Us, please contact [\[insert contact information\]](#).

19. What Happens if We Transfer Our Business

We may transfer (assign) our business to a third party (this may happen if we are sold to another business). If this Occurs, We will inform you in writing. Your rights and Our obligations under these Terms of Use will not be affected and will be transferred to the third party who will remain bound by the terms of these Terms of Use.

20. **Law and Jurisdiction**

- 20.1 These Terms of Use shall govern any dispute between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.
- 20.2 If you are a consumer, these Terms of Use shall not override any mandatory provisions of the law in your country, and no provision in Part 20.1 takes away from or restricts your legal rights.
- 20.3 If you are a consumer, any controversy, proceedings, or claim arising out of or relating to these Terms of Use or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England, Scotland, or Northern Ireland, as determined by your residence.
- 20.4 If you are a business, any controversy, proceedings, or claim arising out of or relating to these Terms of Use or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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