

S

A

M

P

L

E

BACKGROUND:

These Terms of Use, together with any other documents referred to herein, set out the terms of use for accessing and using this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You will be deemed to have accepted these Terms of Use if you use Our Site] **AND/OR** [You will be deemed to have accepted these Terms of Use if you sign up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. Please refer to our Terms of Sale <<insert link to Terms of Sale>>.

These Terms of Use, together with any other documents referred to herein, set out the terms of use for accessing and using this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You will be deemed to have accepted these Terms of Use if you use Our Site] **AND/OR** [You will be deemed to have accepted these Terms of Use if you sign up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. Please refer to our Terms of Sale <<insert link to Terms of Sale>>.

1. Definitions and Interpretation

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

otherwise requires, the following meanings:

"Account"

an Account required for a User to access certain areas of Our Site, as detailed in Section 4.

"Content"

any text, images, audio, video, scripts, databases and any other form of information of being stored on a computer that is part of, Our Site;

"User"

any User of Our Site;

"User Content"

any Content submitted to Our Site by Users limited to, <<insert type(s) of content submitted, e.g. reviews, comments etc.>>.

"We/Us/Our"

<<insert business name>> [, a company registered in England and under <<insert company number>> and whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>].

2. Information About Us

2.1 Our Site, <<insert website address>> is owned and operated by <<insert business name>> [a company registered in England and under <<insert company number>> and whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>] [Our VAT number is <<insert VAT number>>].

Our Site, <<insert website address>> is owned and operated by <<insert business name>> [a company registered in England and under <<insert company number>> and whose registered address is <<insert registered address>> and whose main trading address is <<insert trading address>>] [Our VAT number is <<insert VAT number>>].

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

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

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

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

2.4 [<<insert further information>>].

S

3. Access to Our Site

- 3.1 Access to Our Site
- 3.2 It is your responsibility to make any necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site may be suspended or altered on an "as available" basis. We may alter, suspend or change (or any part of it) at any time and without notice. We may do so in any way if Our Site (or any part of it) is unavailable for a certain period.

A

4. Accounts

- 4.1 Certain parts of Our Site (including the ability to purchase goods from Us) may require an Account.
- 4.2 You may not create an Account if you are under <<insert age>> years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any information changes at a later date, it is your responsibility to ensure that the information is kept up-to-date.
- 4.4 We [require] OR [require] you to choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and special characters. It is your responsibility to keep your password secure and not to share your Account with anyone else. If you believe your Account has been used without your permission, please contact Us immediately at <<insert email address>>. We will not be liable for any unauthorized use of your Account.
- 4.5 You must not use an Account without the express permission of Us to impersonate any person, including the User to whom the Account is assigned.
- 4.6 Any personal information you provide in your Account will be collected, used, and stored in accordance with our obligations under the law, as set out in Clause 16.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove all access to Our Site requiring an Account for <<insert details of what will happen to a user's account>>.
- 4.8 [If you close your Account, we will delete all User Content, e.g. reviews, comments etc.>> OR [anonymised by <<insert details of how we will anonymise your User Content>>].]

M

P

L

5. Intellectual Property Rights

- 5.1 With the exception of the Content (including User Content) on Our Site and the content of the goods (including User Content) that Content, unless otherwise stated, is licensed by Us. All other Content (including User Content) is protected by applicable United Kingdom intellectual property laws and treaties.

E

S

5.2 Subject to sub-Clause 5.1, you may not reproduce, copy, distribute, sell, rent, lease, loan, copy, or otherwise use or make available in any other manner re-use Content from Our Site unless you obtain our prior written permission to do so by Us.

you may not reproduce, copy, distribute, sell, rent, lease, loan, copy, or otherwise use or make available in any other manner re-use Content from Our Site unless you obtain our prior written permission to do so by Us.

5.3 You may:

5.3.1 Access, view and use the Content on Our Site using a web browser (including any web browser plug-ins or add-ons or other software or app);

using a web browser (including any web browser plug-ins or add-ons or other software or app);

5.3.2 Download or copy Content from Our Site for caching;

for caching;

5.3.3 Print [one copy] of Content from Our Site;

Our Site;

5.3.4 Download or copy Content from Our Site; and

Our Site; and

5.3.5 Save pages of Content for on-line and/or offline viewing.

and/or offline viewing.

5.4 Our status as the licensor of the Content on Our Site (or that of any other party) may be acknowledged.

the Content on Our Site (or that of any other party) may be acknowledged.

5.5 You may not re-use Content for commercial purposes without the prior written licence from Us, unless the applicable laws do not prohibit the normal access, use and viewing and use of Content by business users or consumers.

Content for commercial purposes without the prior written licence from Us, unless the applicable laws do not prohibit the normal access, use and viewing and use of Content by business users or consumers.

5.6 [Nothing in these Terms and Conditions shall limit or restrict the operation of Chapter III of the Copyright Act 1988 'Acts Permitted in Relation to Copyright Infringement' in particular the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature and parody; and the incidental inclusion of copyright material.]

Nothing in these Terms and Conditions shall limit or restrict the operation of Chapter III of the Copyright Act 1988 'Acts Permitted in Relation to Copyright Infringement' in particular the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature and parody; and the incidental inclusion of copyright material.]

6. User Content

A
M

6.1 User Content on Our Site is not necessarily limited to) <<insert description, e.g. reviews, comments etc.>>.

User Content on Our Site is not necessarily limited to) <<insert description, e.g. reviews, comments etc.>>.

6.2 An Account is required to submit User Content. Please refer to Clause 4 for more information.

An Account is required to submit User Content. Please refer to Clause 4 for more information.

6.3 You agree that you are responsible for your User Content. You warrant that you have the right to submit the User Content and that the User Content will comply with Our Acceptable Usage Policy.

You agree that you are responsible for your User Content. You warrant that you have the right to submit the User Content and that the User Content will comply with Our Acceptable Usage Policy.

6.4 You agree that you will, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses and expenses (including reasonable legal fees) which we may suffer as a result of such breach.

You will, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses and expenses (including reasonable legal fees) which we may suffer as a result of such breach.

6.5 You (or your licensors) retain ownership of your User Content and all intellectual property rights therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from and to sub-licence your User Content for the purposes of operating Our Site. In addition, you also grant Other Users the right to view and use User Content within Our Site.

You (or your licensors) retain ownership of your User Content and all intellectual property rights therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from and to sub-licence your User Content for the purposes of operating Our Site. In addition, you also grant Other Users the right to view and use User Content within Our Site.

6.6 If you wish to remove User Content from Our Site, the User Content in question will be [redacted]

If you wish to remove User Content from Our Site, the User Content in question will be [redacted]

P

L

E

S

"removing your use or references to you (or may not be m reasonable control)

Please note, however, that caching be made immediately unavailable where they are outside of Our

6.7 We may reject, re Our sole opinion, it complaint from a th should be removed

er Content from Our Site where, in Usage Policy, or if We receive a that the User Content in question

6.8 We are not respons or values expressed those of the releva any way.

curacy, or for any opinions, views, uch opinions, views, or values are t Our opinions, views, or values in

7. Links to Our Site

7.1 You may link to Our

7.1.1 you do so in

7.1.2 you do not c endorsement

7.1.3 you do not u Our express

7.1.4 you do not c or to take un

suggests any form of association, where none exists;

marks displayed on Our Site without

culated to damage Our reputation

7.2 [You may link to an

OR

7.2 [You may not link t URL>>. Deep-linkin Please contact Us a

the homepage of Our Site, <<insert es Our express written permission. >> for further information.]

7.3 [Framing or embed Our express writte address>> for furthe

er websites is not permitted without e contact Us at <<insert email

7.4 You may not link t contains material th

er site the main content of which

7.4.1 is sexually e

7.4.2 is obscene, c

7.4.3 promotes vic

7.4.4 promotes or

7.4.5 discriminates group or cla sexual orien

teful or otherwise inflammatory;

lawful activity;

way defamatory of, any person, der, religion, nationality, disability,

7.4.6 is intended inconvenie

y threaten, harass, annoy, alarm, another person;

7.4.7 is calculated

deceive another person;

A

M

P

L

E

S

7.4.8 is intended to infringe (or to threaten to infringe) another person's

7.4.9 misleadingly or otherwise misrepresents the identity or affiliation of a person in a way that is calculated to deceive (obviously or otherwise) that they do not have the other provisions of this sub- Clause 7.4);

7.4.10 implies any fact where none exists;

7.4.11 infringes, or attempts to infringe, any rights (including but not limited to, copyright, trade marks and database rights)

7.4.12 is made in breach of any duties of confidence owed to a third party including, but not limited to,

7.5 [The content restriction provisions do not apply to content submitted to sites by other users if the primary purpose of the site accords with the provisions of this clause. You are not, for example, prohibited from posting links on social networking sites merely because another user may be prohibited from posting links on websites. You are, however, prohibited from encouraging the submission of such content from users.]

8. **Links to Other Sites**

Links to other sites may be provided on Our Site. Unless expressly stated, these sites are not under Our control. We do not accept responsibility or liability for the content of third party sites. A link to another site on Our Site is for information only and does not constitute an endorsement of the sites themselves or of those in control of them.

9. **Liability and Disclaimers**

9.1 Nothing on Our Site should be relied upon for information purposes. It is provided that no personal or specialist advice should be sought on the basis of any information provided on Our Site.

9.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Site or its content does not infringe the rights of third parties or that it will be secure.

9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate and up-to-date. However, we do not, however, make any representation, warranty, or guarantee (whether express or implied) that the Content is complete, accurate or up-to-date. Please note that this disclaimer does not apply to goods for sale through Our Site. Please refer to the Terms of Sale for more information <<insert link to Terms of Sale>>.

9.4 To the fullest extent permitted by law, we accept no liability to any User for any loss or damage (including negligence or in connection with the use of) Our Site or the use of or

A

M

P

L

E

S

reliance upon any C

content) included on Our Site.

9.5 If you are a busi
warranties, represe
Content. We will
revenue; loss of
anticipated savings
loss or damage.

exclude all implied conditions,
that may apply to Our Site or
loss of profits, sales, business or
goodwill or reputation; loss of
for any indirect or consequential

9.6 If you are a consum
use only, however]
and skill, any digit
digital content belo
For more details on
Bureau or Trading S

at Our Site is intended for business
failure to exercise reasonable care
the damages your device or other
entitled to certain legal remedies.
contact your local Citizens Advice

9.7 We neither assum
disruption or non-
including, but not l
communications n
restrictions and cen

liability or liability arising out of any
resulting from external causes
nt failure, host equipment failure,
events, acts of war, or legal

9.8 Nothing in these T
fraudulent misrep
negligence, or for
restricted by law.

r restricts Our liability for fraud or
r personal injury resulting from
ity which cannot be excluded or

9.9 The limitations of lia
Site and not to the
of Sale <<insert link

use 9 apply only to the use of Our
governed separately by Our Terms

10. **Viruses, Malware and Sec**

10.1 We exercise all rea
free from viruses an

ensure that Our Site is secure and

10.2 You are responsib
material from viruse

rdware, software, data and other
ternet security risks.

10.3 You must not delib
material which is ma

s or other malware, or any other
y harmful either to or via Our Site.

10.4 You must not attem
server on which Ou
connected to Our S

access to any part of Our Site, the
ther server, computer, or database

10.5 You must not atta
distributed denial of

of a denial of service attack, a
other means.

10.6 By breaching the
committing a crimin
all such breaches v
and We will cooper
them. Your right to
breach.

ses 10.3 to 10.5, you may be
nputer Misuse Act 1990. Any and
evant law enforcement authorities
rities by disclosing your identity to
mmediately in the event of such a

11. **Acceptable Usage Policy**

11.1 You may only use

at is lawful and that complies with

A

M

P

L

E

S

the provisions of this

11.1.1 you must en
international

11.1.2 you must not
unlawful or f

11.1.3 you must not
way transmi
any other c
software, or

11.1.4 you must not
intended to h

11.2 When submitting Us
Site), you must not

11.2.1 is sexually e

11.2.2 is obscene, o

11.2.3 promotes vic

11.2.4 promotes or

11.2.5 discriminates
group or cla
sexual orien

11.2.6 is intended
inconvenienc

11.2.7 is calculated

11.2.8 is intended
another pers
in a way tha

11.2.9 misleadingly
identity or a
parodies are
fall within an

11.2.10 implies any

11.2.11 infringes, or
rights (includ
database rig

11.2.12 is in breach
limited to, co

11.3 We reserve the right
materially breach
provisions of these
the following actions

11.3.1 suspend, w
your right to

11.3.2 remove any
Acceptable U

11.3.3 issue you wi

A

M

P

L

E

:

y with any and all local, national or

way, or for any purpose, that is

ngly send, upload, or in any other
form of virus or other malware, or
rsefully affect computer hardware,

way, or for any purpose, that is
ons in any way.

icating in any other way using Our
otherwise do anything that:

teful or otherwise inflammatory;

lawful activity;

way defamatory of, any person,
der, religion, nationality, disability,

threaten, harass, annoy, alarm,
another person;

deceive;

infringe (or threaten to infringe)
otherwise uses their personal data
to;

n or otherwise misrepresents your
s calculated to deceive (obvious
definition provided that they do not
of this sub-Clause 11.2);

where none exists;

ment of, the intellectual property
ppyright, patents, trade marks and
r

to a third party including, but not
es of confidence.

ate your access to Our Site if you
Clause 11 or any of the other
ally, We may take one or more of

permanently, your Account and/or

tted by you that violates this

S

11.3.4 take legal p
relevant cos

for reimbursement of any and all
resulting from your breach;

11.3.5 take further l

as appropriate;

11.3.6 disclose suc
as We deem

enforcement authorities as required or
and/or

11.3.7 any other ac

reasonably appropriate (and lawful).

11.4 We hereby exclude
but not limited to
breaches of these T

ing out of any actions (including,
that We may take in response to

12. **Privacy and Cookies**

Use of Our Site is also gov
<<insert link to Cookie Poli
are incorporated into these

and Privacy Policies, available from
<<insert link to Privacy Policy>>. These policies
reference.

13. **Changes to these Terms**

13.1 We may alter these
changes will be hig
become binding on
been implemented.
time.

time. [If We do so, details of the
is page.] Any such changes will
of Our Site after the changes have
ed to check this page from time to

13.2 In the event of any
and any previous v
unless it is expressl

ent version of these Terms of Use
current and in effect shall prevail

14. **Contacting Us**

To contact Us, please em
methods provided on Our c

il address>> or using any of the
link to contact page>>.

15. **Communications from Us**

15.1 If We have your con
from time to time s
relate to matters in
these Terms of Use

ple, you have an Account) We may
ces by email. Such notices may
to, service changes, changes to
changes to your Account.

15.2 We will never send
consent. If you do
all marketing emails
options can also
preferences>>.] If
take up to <<inse
request. During tha

of any kind without your express
may opt out at any time. Any and
unsubscribe link. [Email marketing
ert location, e.g. your Account
emails from Us at any time, it may
ays for Us to comply with your
to receive emails from Us.

15.3 For questions or co
limited to marketing
via <<insert link to e

ications from Us (including, but not
Us at <<insert email address>> or
plaints page>>.

A

M

P

L

E

S

16. **Data Protection**

We will only use your pers
from <<insert link>> [and C

ut in Our Privacy Policy, available
ple from <<insert link>>].

17. **Law and Jurisdiction**

17.1 These Terms of U
contractual or other
with, English law.

p between you and Us (whether
by, and construed in accordance

17.2 If you are a busin
relationship betwe
associated therewit
exclusive jurisdic

cerning these Terms of Use, the
ny matters arising therefrom or
(otherwise) shall be subject to the
d and Wales.

17.3 If you are a consu
relationship betwe
associated therewit
jurisdiction of the c
determined by your

cerning these Terms of Use, the
ny matters arising therefrom or
(otherwise) shall be subject to the
Scotland, or Northern Ireland, as

A

M

P

L

E