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**BACKGROUND:**

These Terms of Use, together with any other documents referred to herein, set out the terms of use of 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 click on a link to these Terms of Use when signing 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 Use for more information <<insert link to Terms of Use>>.

These Terms of Use, together with any other documents referred to herein, set out the terms of use of 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 click on a link to these Terms of Use when signing 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 Use for more information <<insert link to Terms of Use>>.

**1. Definitions and Interpretation**

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

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

**"Account"**

an Account created by a User on Our Site, otherwise requires, the following information is required for a User to access certain areas of Our Site, as detailed in Section 2.1.

**"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 person who uses Our Site;

**"User Content"**

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

**"We/Us/Our"**

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

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 address>> and whose main trading address is <<insert address>>] [Our VAT number is <<insert VAT number>>].

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

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

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

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

2.4 <<insert further information>>.

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3. Access to Our Site

3.1 Access to Our Site

3.2 It is your responsibility to access Our Site.

3.3 Access to Our Site may be altered, suspended or discontinued without notice. We will not be liable if any part of Our Site (or any part of it) is unavailable at any time.

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4. Accounts

4.1 Certain parts of Our Site may require an Account to access them.

4.2 You may not create an Account if you are under <<insert age>> years of age.

4.3 When creating an Account, you must provide complete and accurate information. If any information is incorrect, it is your responsibility to ensure it is kept up-to-date.

4.4 We [require] OR [require] 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. 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.

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4.5 You must not use an Account to impersonate the User to whom the Account is assigned.

4.6 Any personal information you provide in an Account will be collected, used, and stored in accordance with our privacy policy 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 Account information. Closing your Account will also remove all access to Our Site requiring an Account for you. [If you wish to close your Account, please contact Us at <<insert email address>> for more information of what will happen to a user's Account.]

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4.8 [If you close your Account, we will delete all User Content, e.g. reviews, comments etc.>> OR [If you close your Account, we will anonymise all User Content, e.g. reviews, comments etc.>>].]

5. Intellectual Property Rights

5.1 With the exception of Content created by Us, all Content included on Our Site and the Content of third parties (other than Us) that Content, unless otherwise stated, is protected by applicable United Kingdom intellectual property laws and treaties.

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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.

5.3 You may:

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

5.3.2 Download Content from Our Site for caching;

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

5.3.4 Download Content from Our Site; and

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

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

5.5 You may not re-use Content saved or downloaded from Our Site for commercial purposes without obtaining a licence from Us (or our licensors, as appropriate), unless such use is not prohibited by the normal access, use and/or distribution of Content to business users or consumers.

5.6 [Nothing in these Terms and Conditions overrides or derogates from or excludes the fair dealing provisions of Chapter III of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Material' 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.]

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6. User Content

6.1 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.

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.

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) that 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.

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

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"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, such opinions, views, or values are t Our opinions, views, or values in

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7. Links to Our Site

7.1 You may link to Our

suggests any form of association, where none exists;

7.1.1 you do so in

7.1.2 you do not c endorsement

7.1.3 you do not u Our express

marks displayed on Our Site without

7.1.4 you do not c or to take un

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

teful or otherwise inflammatory;

7.4.2 is obscene, c

7.4.3 promotes vic

lawful activity;

7.4.4 promotes or

7.4.5 discriminates group or cla sexual orien

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

7.4.6 is intended inconveni

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

7.4.7 is calculated

deceive another person;

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7.4.8 is intended to infringe (or to threaten to infringe) another person's intellectual property rights;

7.4.9 misleadingly identifies or affixes the name of a person or otherwise misrepresents the identity or affiliation of a person in a way that is calculated to deceive (obviously or otherwise) and is included in this definition provided that they do not do so in accordance with the other provisions of this sub-Clause 7.4);

7.4.10 implies any fact or relationship where none exists;

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

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

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 you are, however, prohibited from posting links on websites that encourage 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 the content on those sites.

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. Please note that this does not, however, make any representation (whether express or implied) that the Content is complete, accurate or up-to-date. Please note that this does not constitute an offer of services for sale through Our Site. Please refer to Terms of Sale>> for more information <<insert link>>

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

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reliance upon any C

content) included on Our Site.

9.5 If you are a bus  
warranties, repre  
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  
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 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  
Terms of Sale <<ins

use 9 apply only to the use of Our  
h is governed separately by Our  
>>.

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  
her 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  
mputer 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

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the provisions of this Clause 11:

11.1.1 you must not interact with any and all local, national or international

11.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent

11.1.3 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 code that may adversely affect computer hardware, software, or data

11.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm or harass any person in any way.

11.2 When submitting User Content (including but not limited to posts on Our Site), you must not use Our Site to communicate in any other way using Our Site or otherwise do anything that:

11.2.1 is sexually explicit

11.2.2 is obscene, defamatory, libelous, or otherwise inflammatory;

11.2.3 promotes violence

11.2.4 promotes or incites any illegal or unlawful activity;

11.2.5 discriminates on the basis of race, gender, religion, nationality, disability, sexual orientation, or age;

11.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;

11.2.7 is calculated to deceive;

11.2.8 is intended to infringe (or threaten to infringe) the rights of another person or otherwise uses their personal data in a way that is prohibited by applicable law;

11.2.9 misleadingly represents your identity or affiliation, or parodies any person or entity, where such parodies are not intended to fall within any of the other categories of this sub-Clause 11.2);

11.2.10 implies any affiliation where none exists;

11.2.11 infringes, or otherwise violates, the intellectual property rights (including copyright, patents, trade marks and database rights) of any person;

11.2.12 is in breach of any applicable law, regulation, or contract, limited to, but not limited to, confidentiality obligations to a third party including, but not limited to, obligations of confidence.

11.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach any of the provisions of these Clauses. In addition, if you materially breach any of the provisions of these Clauses, We may take one or more of the following actions:

11.3.1 suspend, temporarily or permanently, your Account and/or your right to use Our Site;

11.3.2 remove any User Content that is posted by you that violates this Clause 11;

11.3.3 issue you with a cease and desist order.

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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>>.

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16. **Data Protection**

We will only use your personal data as set out in Our Privacy Policy, available from <<insert link>> [and Our Terms of Use available from <<insert link>>].

17. **Law and Jurisdiction**

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

17.2 If you are a business or other legal entity, any matters arising from or relating to these Terms of Use, the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17.3 If you are a consumer, any matters arising from or relating to these Terms of Use, the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland, or Northern Ireland, as determined by your residence at the time of purchase.

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