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BACKGROUND:

These Terms of Sale set out the terms on which Subscriptions, is sold by Us through this website, <<insert website address>> (“Our Site”). We ensure that you understand these Terms of Sale and ensure that you understand the terms and conditions required to read and accept these Terms of Sale. If you do not agree to comply with these Terms of Sale, you will not be able to purchase a Subscription through Our Site. These Terms of Sale, as well as a

which Paid Content, accessed via Our Site, is sold by Us through this website, <<insert website address>> (“Our Site”). We ensure that you understand these Terms of Sale carefully and ensure that you understand the terms and conditions required to read and accept these Terms of Sale. You will be deemed to have accepted these Terms of Sale when ordering a Subscription. If you do not agree to comply with these Terms of Sale, you will not be able to purchase a Subscription through Our Site. These Terms of Sale, as well as a

1. Definitions and Interpretation

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

otherwise requires, the following meanings:

“Contract”

the purchase of a Subscription to Us through Our Site, as explained in Clause 6;

“Data Protection Legislation”

the Data Protection legislation in force from time to time in the United Kingdom applicable to data processing, including, but not limited to, the current and revised EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland, by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 and regulations made under it; the Privacy and Electronic Communications Regulations 2003 as amended;

“Paid Content”

any Content sold by Us through Our Site;

“Subscription”

any access to Our Site providing access to

“Subscription Confirmation”

the receipt and confirmation of your order for a Subscription;

“Subscription ID”

the unique identification number for your Subscription;

“We/Us/Our”

the business name <<insert business name>> [, a company registered in England under <<insert company name>> 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>> [<<insert business name>>]

is owned and] operated by <<insert business name>> registered in England under <<insert company name>>

S

company number>
address>> and who
[Our VAT number is

address is <<insert registered
s is] **OR** [of] <<insert address>>.
->.]

2.2 [We are regulated by

regulator(s)>>.]

2.3 [We are a member

association(s) etc.>>.]

2.4 [<<insert further info

3. **Access to and Use of Our**

3.1 Access to Our Site

3.2 It is your responsibility
to access Our Site.

arrangements necessary in order

3.3 Access to Our Site
alter, suspend or
without notice. We
of it) is unavailable

on an “as available” basis. We may
any part of it) at any time and
in any way if Our Site (or any part
period.

3.4 Use of Our Site is
Please ensure that
them.

the Terms of Use <<insert link>>.
carefully and that you understand

4. **Business Customers and**

4.1 These Terms of Sale
do not apply to ind
use (that is, not in c
profession). [If you
Sale <<insert link>>

omers only. These Terms of Sale
purchasing Paid Content for personal
e in, their trade, business, craft, or
e consult our Consumer Terms of

4.2 These Terms of Sale
with respect to you
You acknowledge
representation, war
that is not set out in
innocent or neglig
any statement here

agreement between Us and you
tions and Paid Content from Us.
relied upon any statement,
mise made by or on behalf of Us
and that you shall have no claim for
negligent misstatement based upon

5. **Subscriptions, Paid Cont**

Ability

5.1 We may from time t
any Subscription t
subsequent renewa
price at least <<inse
do not agree to suc
sub-Clause 11.1.

s. Changes in price will not affect
purchased but will apply to any
/e will inform you of any change in
change is due to take effect. If you
cancel the Contract as described in

5.2 Minor changes may
example, to reflect c
address technical c
characteristics of th
that Paid Content.
of the Paid Content

made to certain Paid Content, for
and regulatory requirements, or to
e changes will not alter the main
uld not normally affect your use of
s made that would affect your use
be provided to you.

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5.3 In some cases, as described in sub-Clause 5.2, We may also update the Content descriptions, We may also update the Content. If We do so, We will inform you at least 14 days before the changes are due to take effect. If you do not agree with the changes, you may cancel the Contract as described in sub-Clause 11.4.

5.4 Where any updates to the Content are made, that Paid Content will continue to match Our description to you before you purchased your Subscription to access the Content. Please note that this does not prevent Us from updating the Content, thereby going beyond the original description.

5.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time they are displayed. Pricing information is reviewed and updated every <<in the event of a change in price will not affect any order placed before the date of the update (see sub-Clause 5.9 regarding VAT, however).

5.6 All prices are checked before we accept your order. In the unlikely event that We have made an error, we will contact you in writing to inform you of the error. If the correct price is lower than that shown when you placed your order, we will simply charge you the lower price. If the correct price is higher, We will give you the option to continue with your Subscription at the correct price or to cancel your order (if you choose to cancel, we will not process your order and we will not respond to you). If you do not respond to us within <>, We will treat your order as cancelled and notify you accordingly.

5.7 If We discover an error in the description of your Subscription after your order is processed, we will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if you do not wish to accept the corrected description. See sub-Clause 11.4.

5.8 If the price of a Subscription ordered changes between your order being placed and taking payment, you will be charged the price in effect at the time of placing your order. Subsequent Subscriptions will be charged at the new price.

5.9 Prices on Our Site are shown inclusive of [and inclusive of VAT]. If the VAT rate changes after your order is placed and Us taking payment, the amount of VAT will be automatically adjusted when taking payment.

6. Orders – How Contracts are formed

6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your order, you will be given the opportunity to review your order and amend it. We will ensure that you have checked your order carefully before submitting it to Us.

6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incomplete information, We will contact you to ask for the accurate or complete information within a reasonable time. If you do not provide the requested information, We will cancel your order and you will not be responsible for any charges.

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delay in the availability of the Content that results from you providing incorrect or incomplete information.

that results from you providing

6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase Content constitutes a contractual offer that We may, at Our sole discretion, accept. [We acknowledge receipt of your order does not mean We have accepted it.] Our acceptance is indicated by Us sending you a Confirmation by email. Only once We have sent you a Subscription Confirmation there be a legally binding Contract between Us and you.

ual offer capable of acceptance. constitutes a contractual offer that We acknowledge receipt of your order does not mean We have accepted it.] Our acceptance is indicated by email. Only once We have sent you a Subscription Confirmation there be a legally binding Contract between Us and you.

6.4 Subscription Confirmation

following information:

6.4.1 Your Subscription

Content ordered including full details of the Content and Paid Content available as part of it;

6.4.2 Confirmation of the main characteristics of the Content as part of it;

6.4.3 Fully itemised list of the Content, where appropriate, including any additional charges;

Subscription including, where appropriate, any additional charges;

6.4.4 The duration of the Content [expiry] AND

including the start date, and the duration of the Content

6.4.5 <<insert additional information required>>.

required>>.

6.5 In the unlikely event that We are unable to fulfil your order for any reason, We will endeavour to refund any such sums to you as soon as possible, and in any event within 30 days of the day on which the event triggering the refund occurred.

or cannot fulfil your order for any reason, We will endeavour to refund any such sums to you as soon as possible, and in any event within 30 days of the day on which the event triggering the refund occurred.

6.6 Any refunds due under this Clause will be issued to you as soon as possible, and in any event within 30 days of the day on which the event triggering the refund occurred.

issued to you as soon as possible, and in any event within 30 days of the day on which the event triggering the refund occurred.

6.7 Refunds under this Clause will be made using the same payment method as the original Subscription [unless you specifically request that We make a refund using a different method].

using the same payment method as the original Subscription [unless you specifically request that We make a refund using a different method].

7. **Payment**

7.1 Payment for Subscription Content will be made in advance. Your chosen payment method will be used to process your order and send you a Subscription Confirmation [renewal date] OR [not more than 30 days before the start date].

made in advance. Your chosen payment method will be used to process your order and send you a Subscription Confirmation [renewal date] OR [not more than 30 days before the start date].

7.2 Payments due under this Clause will be made without any set-off, counterclaim, or deduction, or withholding of tax is required by law).

without any set-off, counterclaim, or deduction or withholding of tax is required by law).

7.3 We accept the following payment methods on Our Site:

payment methods on Our Site:

7.3.1 <<insert payment method 1>>

7.3.2 <<insert payment method 2>>

7.3.3 <<insert payment method 3>>

7.3.4 <<add further payment methods if required>>;

required>>;

7.4 If you do not make a payment on time, We will suspend your access to the Paid Content. For further information, please refer to sub-Clause 8.1.

on time, We will suspend your access to the Paid Content. For further information, please refer to sub-Clause 8.1.

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8.4. If you do not
We may cancel the
and payable.

<insert period>> of Our reminder,
ng sums due to Us will remain due

7.5 If you believe that V
Us at <<insert em
know. You will
suspended.

an incorrect amount, please contact
as reasonably possible to let Us
aid Content while availability is
suspended.

8. **Provision of Paid Content**

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8.1 Paid Content app
immediately when V
to be available for t
or until the Contract

scription will be available to you
ion Confirmation and will continue
scription (including any renewals),

8.2 In some limited circ
Content (in full or in

ed to suspend the provision of Paid
the following reasons:

8.2.1 To fix tech
changes, as

make necessary minor technical
Clause 5.2;

8.2.2 To update th
or other reg
5.2; or

y with relevant changes in the law
s described above in sub-Clause

8.2.3 To make me
above in sub

o the Paid Content, as described

8.3 If We need to susp
set out in sub-Cla
and explain why it
urgent or emergen
Content, in which c
after suspension).
and your Subscrip
the suspension [(
period>>)]. If the
more than <<insert
sub-Clause 11.2.

aid Content for any of the reasons
you in advance of the suspension
e need to suspend availability for
dangerous problem with the Paid
as soon as reasonably possible
ed while availability is suspended
period equivalent to the length of
suspension is less than <<insert
tell you that it is going to last) for
the Contract as described below in

8.4 We may suspend p
on time from you.
however if you do
We may suspend
outstanding sums
Content, We will in
any Paid Content w

Content if We do not receive payment
the non-payment on the due date,
n <<insert period>> of Our notice,
Content until We have received all
to suspend provision of the Paid
sion. You will not be charged for
ed.

9. **Licence**

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9.1 When you purchase
a limited, non-exclu
and use the releva
granted to you does
material that We ma

as Paid Content, We will grant you
non-sublicensable licence to access
commercial purposes. The licence
in Our Paid Content (including any
es).

9.2 The licence granted

se 9.1 is subject to the following

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usage restrictions a

9.2.1 [Subject to <...>
sell, publish,
Content (or
permitted un
3 'Acts Perm

you] OR [You] may not copy, rent,
cast or otherwise transmit the Paid
available to the public except as
ns and Patents Act 1988 (Chapter
ght Works').

9.2.2 <<Insert add

permissions as required>>.

10. Ending Your Subscription

10.1 You may cancel y
Clause 10.2 and] <
something done by
have access to t
Subscription (up un
the Contract will end

y time, however subject to [sub-
ur rights to cancel arising due to
y refunds and you will continue to
the remainder of your current
y date, as applicable), whereupon

10.2 [If you purchase a
renew by mistake),
to access any Pai
Content since the
Subscription We wi
If you have accesse
will not be able to o
Paid Content for th
expiry date, as appl

ce (or allow your Subscription to
on as possible and do not attempt
ou have not accessed any Paid
al date, as appropriate) of the
subscription and issue a full refund.
e the Subscription has started, We
will continue to have access to the
scription (up until the renewal or

10.3 If you wish to exer
inform Us of your
convenience We of
include [a link to] it
or by post is effect
you would prefer t
details:

l under this Clause 10, you may
ay you wish, however for your
n Our Site <<insert link>> and will
onfirmation. Cancellation by email
ch you send Us your message. If
cancel, please use the following

10.3.1 Telephone: <

er>>;

10.3.2 Email: <<ins

10.3.3 Post: <<inse

In each cas
telephone nu

ur name, address, email address,
ID.

10.4 [We may ask you v
you provide to imp
you are under no ob

cancel and may use any answers
ervices, however please note that
etails if you do not wish to.]

10.5 Refunds under this
any event within 14
wish to cancel.

to you as soon as possible, and in
y on which you inform Us that you

10.6 Refunds under this
that you used whe
request that We ma

using the same payment method
scription [unless you specifically
ent method].

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11. Ending the Contract Because

11.1 You may end the forthcoming change sub-Clauses 5.1 or the change is set to Subscription, We will time left in that Subscription until the expiry of your that Subscription period Content until that date

11.2 If We have suspended period>>, or We have for more than <<insert described in sub-Clause issue you with a <<

11.3 If availability of the events outside of Clause sub-Clause 13.2.6 reason, We will issue

11.4 If We inform you of the Paid Content and immediately. If you <<insert type of refund

11.5 You also have a legal of it. You may also

11.6 If you wish to exercise inform Us of your convenience We will include [a link to] it contact Us directly to

11.6.1 Telephone: <<insert

11.6.2 Email: <<insert

11.6.3 Post: <<insert

In each case your name, address, telephone number

11.7 [We may ask you to you provide to improve you are under no obligation

11.8 Refunds under this any event within 14 wish to cancel.

11.9 Refunds under this that you used when request that We may

12. Our Liability

12.1 Subject to sub-Clause

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Done (or Will Do)

if We have informed you of a the Paid Content (as described in of Sale that you do not agree to. If you before the end of your current refund equal to the remaining will not take effect or apply to you the Contract will end at the end of continue to have access to the Paid

id Content for more than <<insert are going to suspend availability end the Contract immediately, as the Contract for this reason, We will refund.

significantly delayed because of and the Contract immediately. See If you end the Contract for this e of refund>> refund.

description of your Subscription or contract as a result, you may end it s reason, We will issue you with a

act at any time if We are in breach of partial refund and compensation.

l under this Clause 11, you may ay you wish, however for your n Our Site <<insert link>> and will onfirmation. If you would prefer to following details:

er>>;

ur name, address, email address, ID.

cancel and may use any answers ervices, however please note that etails if you do not wish to.]

to you as soon as possible, and in y on which you inform Us that you

using the same payment method scription [unless you specifically ent method].

liable to you, whether in contract,

S

If you would like to cancel, please use the following details:

directly to cancel, please use the

Telephone: <<insert telephone number>>;

er>>;

Email: <<insert email address>>;

Post: <<insert postal address>>;

In each case, please provide your name, address, email address, telephone number and account number. Any refunds due to you as a result of such cancellation will be made using the same payment method as used when ordering your Subscription [unless you specify a different method].

ur name, address, email address, telephone number and account number. Any refunds due to you as a result of such cancellation will be made using the same payment method as used when ordering your Subscription at We make a refund using a

14. Communication and Contact

14.1 If you wish to contact Us, you may do so by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

uestions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

14.2 For matters relating to your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

ur Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

14.3 For matters relating to our Terms and Conditions, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

ase contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>. See the relevant Clauses above.

15. Complaints and Feedback

15.1 We always welcome your feedback and will endeavour to resolve all reasonable enquiries. It is our policy to respond to your experience as a customer of Us as quickly as possible. We always use your experience as a customer of Us as a positive or negative feedback to hear from you if you have any cause for complaint.

tomers and, whilst We always use your experience as a customer of Us as a positive or negative feedback to hear from you if you have any

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.

with Our complaints handling policy and procedure, available at <<insert location>> and <<insert location>>

15.3 If you wish to give Us feedback, please contact Us in one of the following ways:

ct of your dealings with Us, please contact Us in one of the following ways:

15.3.1 [In writing, by post to <<insert postal address>>];

name and/or position>>, <<insert postal address>>];

15.3.2 [By email, at <<insert email address>>];

ame and/or position>> at <<insert email address>>];

15.3.3 [Using Our contact form;]

g the instructions included with the contact form;]

15.3.4 [By contacting Us on <<insert telephone number>> [and choosing option <<insert option number>>] when prompted.]]

<<insert telephone number>> [and choosing option <<insert option number>>] when prompted.]]

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16. **How We Use Your Personal Data (Data Protection)**

16.1 All personal data that we collect, process, and hold in accordance with the applicable data protection legislation and your rights thereunder.

collected, processed, and held in accordance with applicable data protection legislation and your rights thereunder.

16.2 For complete details regarding the processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of your rights and how to exercise them, and sharing (where applicable), please refer to Our Privacy Policy >> [and Cookie Policy >>] <<insert link to Cookie Policy >>

processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of your rights and how to exercise them, and sharing (where applicable), please refer to Our Privacy Policy >> [and Cookie Policy >>] <<insert link to Cookie Policy >>

17. **Other Important Terms**

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17.1 We may transfer (assign) our obligations and rights under these Terms of Sale (and under the applicable law) to a third party (this may happen, for example, if We are acquired or if We sell part of our business). If this occurs, you will be informed by Us in writing. Your obligations and rights under these Terms of Sale will not be affected and will be transferred to the third party who will remain bound by these Terms of Sale.

and rights under these Terms of Sale (and under the applicable law) to a third party (this may happen, for example, if We are acquired or if We sell part of our business). If this occurs, you will be informed by Us in writing. Your obligations and rights under these Terms of Sale will not be affected and will be transferred to the third party who will remain bound by these Terms of Sale.

17.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the applicable law) without Our express written permission. We may enforce any provision of these Terms of Sale if <<insert reasons>>.

you may not transfer (assign) your obligations and rights under these Terms of Sale (and under the applicable law) without Our express written permission. We may enforce any provision of these Terms of Sale if <<insert reasons>>.

17.3 The Contract is between you and Us. No person or third party will be entitled to enforce any provision of these Terms of Sale.

The Contract is between you and Us. No person or third party will be entitled to enforce any provision of these Terms of Sale.

17.4 If any of the provisions of these Terms of Sale or otherwise unenforceable or otherwise unenforceable provision(s) shall be found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed to be severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

If any of the provisions of these Terms of Sale or otherwise unenforceable or otherwise unenforceable provision(s) shall be found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed to be severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

17.5 No failure or delay by Us in enforcing any provision of these Terms of Sale means that We will waive any subsequent breach of any provision of these Terms of Sale.

No failure or delay by Us in enforcing any provision of these Terms of Sale means that We will waive any subsequent breach of any provision of these Terms of Sale.

17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as the result of such changes, We will give you reasonable advance notice of the changes. If you are not happy with them, you may cancel (see 1.1 above).

We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as the result of such changes, We will give you reasonable advance notice of the changes. If you are not happy with them, you may cancel (see 1.1 above).

18. **Law and Jurisdiction**

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18.1 These Terms of Sale constitute the entire agreement between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

These Terms of Sale constitute the entire agreement between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

18.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matter arising out of or in connection with these Terms of Sale, shall be referred to the exclusive jurisdiction of the courts of England and Wales.

Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matter arising out of or in connection with these Terms of Sale, shall be referred to the exclusive jurisdiction of the courts of England and Wales.

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