

## 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 must agree to these Terms of Use before you can use Our Site] **AND/OR** [You will be deemed to have agreed 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 Sale>>.

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 must agree to these Terms of Use before you can use Our Site] **AND/OR** [You will be deemed to have agreed 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 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"**

required for a User to access certain areas of Our Site, as detailed in

**"Content"**

text, images, audio, video, scripts, databases and any other form of data, whether or not being stored on a computer that is part of, Our Site;

**"User"**

Our Site;

**"User Content"**

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

**"We/Us/Our"**

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

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

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

regulator(s)>>].

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

association(s) etc.>>].

2.4 [<<insert further information>>].

### 3. Access to Our Site

- 3.1 Access to Our Site
- 3.2 It is your responsibility to make the necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site may be interrupted or suspended on an "as available" basis. We may alter, suspend or discontinue any part of it) at any time and without notice. We make no representation in any way if Our Site (or any part of it) is unavailable at any particular period.

### 4. Accounts

- 4.1 Certain parts of Our Site may require an Account in order to purchase services from Us) from them.
- 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 it is kept up-to-date.
- 4.4 We [require] **OR** [require] a strong password for your Account, consisting of e.g. "a combination of lowercase and uppercase letters, numbers and symbols">>. 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 the User to whom the Account is assigned.
- 4.6 Any personal information collected through 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 deletion of all information. Closing your Account will also remove all access to Our Site requiring an Account for you. We will not be responsible for the deletion of what will happen to a user's Account after you close it.
- 4.8 [If you close your Account, we will delete all User Content, e.g. reviews, comments etc.>>] **OR** [anonymised by <<insert details>>] **OR** [removing your username and avatar">>].]

### 5. Intellectual Property Rights

- 5.1 With the exception of the Content included on Our Site and the Content that Content, unless otherwise licensed by Us. All other Content (including User Content) 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, or otherwise make available from Our Site unless you obtain prior written permission to do so by Us.

5.3 You may:

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

5.3.2 Download Our Content for caching;

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

5.3.4 Download Our Content from Our Site; and

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

5.4 Our status as the author of the Content on Our Site (or that of any identified licensors, contributors or other third parties) may be acknowledged.

5.5 You may not re-use Our Content for commercial purposes without obtaining a licence from Us (or our licensors, as appropriate). Our Content does not prohibit the normal access, viewing and use of Our Content by business users or consumers.

5.6 [Nothing in these Terms overrides 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, pastiche 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. Specifically, 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 losses and damages, including legal costs, arising from or in connection with any breach of Clause 6.3. You will also be responsible for any loss or damage suffered by Us 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 your User Content within Our Site.

6.6 If you wish to remove your User Content from Our Site, the User Content in question will be [insert description, e.g. removed from the public view of the Site].

you may not reproduce, copy, distribute, sell, rent, lease, loan, or otherwise make available from Our Site unless you obtain prior written permission to do so by Us.

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

for caching;

Our Site;

Our Site; and

and/or offline viewing.

Content on Our Site (or that of any identified licensors, contributors or other third parties) may be acknowledged.

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n 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 your User Content within Our Site.

n Our Site, the User Content in question will be [insert description, e.g. removed from the public view of the Site].

	"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, recla 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 relevan any way.	curacy, or for any opinions, views, such opinions, views, or values are t Our opinions, views, or values in
7.	<b>Links to Our Site</b>	
7.1	You may link to Our	
7.1.1	you do so in	
7.1.2	you do not c endorsemen	suggests any form of association, where none exists;
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 any	
	<b>OR</b>	
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	r 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	teful or otherwise inflammatory;
7.4.3	promotes vic	
7.4.4	promotes or	lawful activity;
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) the intellectual property rights of another person;

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

7.4.10 implies any fact where none exists;

7.4.11 infringes, or is likely to infringe, any rights (including but not limited to, copyright, trade marks and database rights) of a third party;

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

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 the Act. You are not, for example, prohibited from posting links on a social networking site 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 professional 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 will 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 exception does not apply to the Content on 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  
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  
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  
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

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the provisions of this Clause 11:

11.1.1 you must comply with any and all local, national or international laws, regulations, codes of practice, and industry standards;

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 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, comments on Our Site), you must not:

11.2.1 is sexually explicit or obscene;

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

11.2.3 promotes violence;

11.2.4 promotes or incites 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 violates applicable law;

11.2.9 misleadingly represents your identity or affiliation, or parodies or impersonates another person or entity, where such parodies are not clearly identifiable as such and fall within an applicable legal exception;

11.2.10 implies any endorsement or affiliation where none exists;

11.2.11 infringes, or attempts to infringe, the rights of, the intellectual property rights of, or third parties, including, but not limited to, copyright, patents, trade marks and other proprietary rights;

11.2.12 is in breach of any applicable law, regulation, code of practice, or industry standard, limited to, but not limited to, data protection laws.

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 Terms. In the event of a breach, We may take one or more of the following actions:

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

11.3.2 remove any User Content that violates this Clause 11;

11.3.3 issue you with a

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- 11.3.4 take legal proceedings for reimbursement of any and all relevant costs resulting from your breach;
- 11.3.5 take further action as appropriate;
- 11.3.6 disclose such information to enforcement authorities as required or as We deem appropriate and/or
- 11.3.7 any other action reasonably appropriate (and lawful).
- 11.4 We hereby exclude liability arising out of any actions (including, but not limited to, those that We may take in response to breaches of these Terms).

## 12. Privacy and Cookies

Use of Our Site is also governed by our Privacy Policies, available from <<insert link to Cookie Policy>> and Privacy Policy>>. These policies are incorporated into these Terms by reference.

## 13. Changes to these Terms

- 13.1 We may alter these Terms from time to time. [If We do so, details of the changes will be highighted on this page.] Any such changes will become binding on you at the time of Our Site after the changes have been implemented. You are advised to check this page from time to time.
- 13.2 In the event of any conflict between the current and in effect shall prevail unless it is expressly stated otherwise.

## 14. Contacting Us

To contact Us, please email us at <<insert email address>> or using any of the methods provided on Our contact <<insert link to contact page>>.

## 15. Communications from Us

- 15.1 If We have your contact details (including, but not limited to, your email address), you have an Account) We may communicate with you by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, and changes to your Account.
- 15.2 We will never send you any kind of marketing emails without your express consent. If you do not consent, you may opt out at any time. Any and all marketing emails sent to you will include an unsubscribe link. [Email marketing preferences can also be managed in your Account <<insert link to preferences>>].] If you do not opt out, we may send you emails from us at any time, it may take up to <<insert number of days>> days for Us to comply with your request. During that time, you may still receive emails from Us.
- 15.3 For questions or comments, please contact Us (including, but not limited to marketing emails) via <<insert link to email>> or <<insert email address>> or <<insert link to complaints page>>.



16. **Data Protection**

We will only use your personal data in accordance with the provisions set out in Our Privacy Policy, available at <<insert link>> [and Our Cookies Policy, available at <<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 governed by, and construed in accordance with, English law.

17.2 If you are a business, then, in relation to any matters arising from or connected with 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, then, in relation to any matters arising from or connected with 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.

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