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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 agreed to these Terms of Use if you use Our Site without having agreed to these Terms of Use.] **AND/OR** [You will be deemed to have agreed to these Terms of Use if you use Our Site after having agreed to these Terms of Use.] If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to Paid Listings. Please refer to Our Terms of Sale for more information <<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 agreed to these Terms of Use if you use Our Site without having agreed to these Terms of Use.] **AND/OR** [You will be deemed to have agreed to these Terms of Use if you use Our Site after having agreed to these Terms of Use.] If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to Paid Listings. Please refer to Our Terms of Sale for more information <<insert link to Terms of Sale>>.

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"

any 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 Clause 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;

["Free Listing"]

any listing posted on Our Site by a User in relation to the business of that User's business;]

"Paid Listing"

any directory listing posted on Our Site in relation to the business of that User in exchange for a fee, providing details of the business of that User;

"Listed Business"

any business featured in a [Free or] Paid Listing;

["Third Party Advertiser"]

any person or entity responsible for Third Party Advertising displayed on Our Site;]

["Third Party Advertising"]

any advertising displayed on Our Site in addition to Paid Listings, as detailed in Clause 2.1;

"User"

any person who uses Our Site; and

"We/Us/Our"

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

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2. Information About Us

- 2.1 Our Site, <<insert business name>> [owned and] operated by <<insert business name>> [registered in England under <<insert registered company number>>] [with registered address is <<insert registered address>>] and who [is] OR [of] <<insert address>>]. [Our VAT number is <<insert VAT number>>].
- 2.2 [We are regulated by <<insert regulator(s)>>].
- 2.3 [We are a member of <<insert association(s) etc.>>].
- 2.4 [<<insert further information>>].

3. Access to Our Site

- 3.1 Access to Our Site [is available] [without charge] [subject to <<insert arrangements necessary in order to access Our Site>>].
- 3.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site [is available] [without charge] [subject to <<insert arrangements necessary in order to access Our Site>>] on an "as available" basis. We may alter, suspend or discontinue access to any part of it) at any time and without notice. We will not be liable in any way if Our Site (or any part of it) is unavailable for <<insert period>>.

4. Accounts

- 4.1 Certain parts of Our Site (including [Free Listings and] Paid Listings) may require you to create an Account in order to access them.
- 4.2 You may not create an Account if you are under <<insert age>> years of age. [If you are under <<insert age>> years of age and wish to use the parts of Our Site that require an Account, your parent or guardian should create the Account for you and you must use it with their supervision.]
- 4.3 When creating an Account, you must provide accurate and complete information. If you change any of the information you provide at a later date, it is your responsibility to ensure that the information is kept up-to-date.
- 4.4 We [require] OR [recommend] that you choose a strong password for your Account, consisting of <<insert requirements>> (e.g. "a combination of lowercase letters, uppercase letters, numbers and symbols">>). It is your responsibility to keep your password confidential and not to share your Account with anyone else. [If you believe that your Account has been used without your permission, please contact Us at <<insert email address>>. We will not be liable for any unauthorised use of your Account.]
- 4.5 You must not use the Account of another User without the express permission of that User.
- 4.6 Any personal information that you provide in connection with your Account will be collected, used, and stored in accordance with our obligations under the law, as set out in Clause 18.
- 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 your information. Closing your Account will also remove all access to our Site requiring an Account for you. [We will not be liable for any loss of what will happen to a user's data>>].

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4.8 [If you close and delete your account, your Free Listing(s) you have posted to Our Site will [also be deleted]. Clause 6.4 will be terminated. For more information on the termination of what will happen to Free Listings>>].

Free Listing(s) you have posted to Our Site will [also be deleted]. Clause 6.4 will be terminated. For more information on the termination of what will happen to Free Listings>>].

5. Intellectual Property Rights

5.1 With the exception of Content included on Our Site and the content of that Content, unless otherwise licensed by Us. All Content is protected by applicable property laws and treaties.

With the exception of Content included on Our Site and the content of that Content, unless otherwise licensed by Us. All Content is protected by applicable property laws and treaties.

5.2 Subject to sub-Clause 5.3, you may not reproduce, copy, distribute, sell, rent, lease, or otherwise re-use Content from Our Site unless you obtain our prior written permission to do so by Us.

Subject to sub-Clause 5.3, you may not reproduce, copy, distribute, sell, rent, lease, or otherwise 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, or use Content through a web browser (including any web browser plugins, extensions, or add-ons);

Access, view, or use Content through a web browser (including any web browser plugins, extensions, or add-ons);

5.3.2 Download or copy Content for caching;

Download or copy Content for caching;

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

Print [one copy] of Content from Our Site;

5.3.4 Download or copy Content from Our Site; and

Download or copy Content from Our Site; and

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

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

5.4 Our status as the licensor or identified licensors, and the content of that Content, may be acknowledged.

Our status as the licensor or identified licensors, and the content of that Content, may be acknowledged.

5.5 You may not use any Content for commercial purposes without the prior written permission of the licensor(s), as appropriate. This includes, but is not limited to, the normal access, use, and distribution of information purposes whether by individuals or business users or corporations.

You may not use any Content for commercial purposes without the prior written permission of the licensor(s), as appropriate. This includes, but is not limited to, the normal access, use, and distribution of information purposes whether by individuals or business users or corporations.

5.6 [Nothing in these Terms and Conditions shall limit or restrict the rights provided in Chapter III of the Copyright Act 1988 in relation to Copyright in the United Kingdom, including the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature, pastiche and parody; and the incidental inclusion of copyright material.]

[Nothing in these Terms and Conditions shall limit or restrict the rights provided in Chapter III of the Copyright Act 1988 in relation to Copyright in the United Kingdom, including the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature, pastiche and parody; and the incidental inclusion of copyright material.]

6. [Free Listings]

6.1 An Account is required to post a Free Listing. Please refer to Clause 4 for more information.

An Account is required to post a Free Listing. Please refer to Clause 4 for more information.

6.2 You agree that you are responsible for your Free Listing. Specifically, you warrant that you have the right to post the Free Listing, that the information in the Free Listing is accurate and truthful, that all information is kept accurate and up-to-date, that you do not have the right to include, and that you will comply with our Acceptable Usage Policy, detailed below in Clause 13.

You agree that you are responsible for your Free Listing. Specifically, you warrant that you have the right to post the Free Listing, that the information in the Free Listing is accurate and truthful, that all information is kept accurate and up-to-date, that you do not have the right to include, and that you will comply with our Acceptable Usage Policy, detailed below in Clause 13.

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6.3 You agree that you will, to the fullest extent permissible by law, indemnify Us for all losses, damages, costs and expenses (including reasonable attorneys' fees) and warranties given by you under sub-Clause 6.2. You will not be liable for any loss or damage suffered by Us as a result of such breach.

6.4 You (or your licensee) shall retain all ownership of the content of your Free Listing and all intellectual property rights subsisting therein. By submitting a Free Listing, you grant to Us an unconditional, non-exclusive, fully assignable, non-transferable, [royalty-free,] worldwide licence to use, copy, reproduce, adapt, edit, reproduce, distribute, promote, perform and sub-licence that Free Listing for the purpose of promoting Our Site.

6.5 If you wish to remove a Free Listing from Our Site, you may do so by <<insert brief description>>. Your removal efforts to remove the Free Listing in question from Our Site also revokes the licence granted to Us to use the Free Listing under sub-Clause 6.4. Please note, however, that cached copies of your Free Listing may not be made immediately unavailable and may remain available at all where they are outside of Our Site.

6.6 We may reject, reject or remove a Free Listing from Our Site where, in Our sole opinion, it is in breach of Our Usage Policy, or if We receive a complaint from a third party that the Free Listing should be removed.

7. Links to Our Site

7.1 You may link to Our Site.

7.1.1 you do so in a way that does not suggest any form of association, endorsement or approval by Us where none exists;

7.1.2 you do not display Us or Our marks displayed on Our Site without Our express written permission;

7.1.3 you do not use Us or Our marks displayed on Our Site without Our express written permission;

7.1.4 you do not do anything that is calculated to damage Our reputation or to take unfair advantage of Us.

7.2 [You may link to any page on Our Site.]

OR

7.2 [You may not link to any page on Our Site other than the homepage of Our Site, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission. Please contact Us at <<insert email address>> for further information.]

7.3 [Framing or embedding content from Our websites is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information.]

7.4 You may not link to any page on Our Site which contains material that is:

7.4.1 [is sexually explicit or pornographic;

7.4.2 is obscene, defamatory, abusive, libelous, hateful or otherwise inflammatory;

7.4.3 promotes violence or hatred.

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- 7.4.4 promotes or assists in any unlawful activity;
- 7.4.5 discriminates on the basis of race, sex, age, marital status, sexual orientation, gender, religion, nationality, disability, or ethnicity; or
- 7.4.6 is intended to cause physical harm, financial loss, or other inconvenience to another person;
- 7.4.7 is calculated to cause another person to believe that the person is another person;
- 7.4.8 is intended to cause another person to believe that the person is another person (or to threaten to infringe);
- 7.4.9 misleadingly represents the identity or affiliation of the person or otherwise misrepresents the person in a way that is calculated to cause another person to believe that the person is another person (included in this definition provided that the other provisions of this sub-Clause 7.4);
- 7.4.10 implies any fact where none exists;
- 7.4.11 infringes, or assists in the infringement of, the intellectual property rights (including but not limited to, copyright, trade marks and database rights) of another person;
- 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 fiduciary.

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 well-known networking sites merely because another user may be misled. 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 those in control of them.

9. [Advertising

- 9.1 We may feature Third Party Advertising on Our Site and We reserve the right to display Third Party Advertising on any page as any content from any User.
- 9.2 You agree that you will not remove or hide any Third Party Advertising using any method.
- 9.3 We are not responsible for any Third Party Advertising on Our Site. [Insert business name] is responsible for the content of advertising material] OR [Each user is responsible for the content of their own Third Party Advertising. We will not be responsible for any inaccuracies, or omissions, but not limited to, any errors,

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10. Disclaimers and Legal Ri

- 10.1 Nothing on Our Site for general informa should always be s of information/activi information provide
- 10.2 Insofar as is perm guarantee that Our rights of third partie or that it will be se care and skill, any d digital content belo certain legal remed as a consumer, ple Standards Office.
- 10.3 We make reasona complete, accurate representations, wa the Content is comp
- 10.4 [We are not respon views, or values ex values are those of or values in any wa Free Listings, and V products or services

which you should rely. It is provided Professional or specialist advice action [relating to <<describe type relates>>] OR [on the basis of any

no representation, warranty, or ements, that it will not infringe the le with all software and hardware, Our failure to exercise reasonable Site damages your device or other consumer, you may be entitled to ncerning your rights and remedies Citizens Advice Bureau or Trading

that Our Content on Our Site is e do not, however, make any (whether express or implied) that late.

accuracy of, or for any opinions, s. Any such opinions, views, or do not reflect Our opinions, views, over, nor any involvement in, any ty for any actions taken, or for any Business.]

11. Our Liability

- 11.1 The provisions of th Listings] but not to of Sale <<insert link apply to Content in
- 11.2 To the fullest exten any loss or dama (including negligenc or in connection wi reliance upon any Free Listing)] includ
- 11.3 To the fullest exte warranties, and gu Our Site or any Cor
- 11.4 If you are a busine business or revenu of anticipated sa consequential loss o
- 11.5 We exercise all rea viruses and other m no liability for any l

to the use of Our Site [and Free governed separately by Our Terms limitations and exclusions stated to apply to Paid Listings.

accept no liability to any User for e or otherwise, in contract, tort y duty, or otherwise, arising out of to use) Our Site or the use of or provided by Us or whether it is a

We exclude all representations, ess or implied) that may apply to ings)] included on Our Site.

liability for loss of profits, sales, rtunity, goodwill or reputation; loss uption; or for any indirect or

to ensure that Our Site is free from ct to sub-Clause 10.2, We accept from a virus or other malware, a

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distributed denial of service attacks that may adversely affect your access to Our Site, the downloading of any Content from it) or any other site.

harmful material or event that may occur, or data or other material that occurs as a result of the downloading of any Content from

11.6 We neither assume any liability or liability arising out of any disruption or non-performance, including, but not limited to, network communications network outages, restrictions and censorship.

liability or liability arising out of any disruption or non-performance, including, but not limited to, network communications network outages, restrictions and censorship.

11.7 Nothing in these Terms restricts Our liability for fraud or fraudulent misrepresentation, gross negligence, or for any claims restricted by law. This includes, but is not limited to, claims relating to digital content and the Financial Trading Standards Commission.

Our Terms does not restricts Our liability for fraud or fraudulent misrepresentation, gross negligence, or for any claims restricted by law. This includes, but is not limited to, claims relating to digital content and the Financial Trading Standards Commission.

12. Viruses, Malware and Security

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12.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and other malware, but not limited to, the scanning of all Content uploaded to Our Site [We do not, however, warrant that Our Site is secure or free from viruses or other malware and other security risks in respect of the same, as detailed in sub-Clause 11.5.]

We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and other malware, but not limited to, the scanning of all Content uploaded to Our Site [We do not, however, warrant that Our Site is secure or free from viruses or other malware and other security risks in respect of the same, as detailed in sub-Clause 11.5.]

12.2 You are responsible for ensuring that your hardware, software, data and other information is protected from internet security risks.

You are responsible for ensuring that your hardware, software, data and other information is protected from internet security risks.

12.3 You must not deliberately upload any material which is malicious or otherwise harmful either to or via Our Site.

You must not deliberately upload any material which is malicious or otherwise harmful either to or via Our Site.

12.4 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.

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.

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

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

12.6 By breaching the terms of clauses 12.3 to 12.5, 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 with the authorities by disclosing your identity to them. Your right to privacy will not be affected by this breach.

By breaching the terms of clauses 12.3 to 12.5, 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 with the authorities by disclosing your identity to them. Your right to privacy will not be affected by this breach.

13. Acceptable Usage Policy

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13.1 You may only use Our Site for purposes that are lawful and that complies with the provisions of this policy:

You may only use Our Site for purposes that are lawful and that complies with the provisions of this policy:

13.1.1 you must not use Our Site in violation of any and all local, national or international laws, regulations, or other legal requirements.

you must not use Our Site in violation of any and all local, national or international laws, regulations, or other legal requirements.

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

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

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13.1.3 you must not electronically send, upload, or in any other way transmit any information, including any other data, that could harm, damage, or adversely affect computer hardware, software, or data.

13.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm or disrupt the operations in any way.

13.2 When [submitting a comment on Our Site)] OR [communicating with Us by using Our Site], you must not engage in any of the following activities:

13.2.1 [is sexually explicit, obscene, defamatory, libelous, hateful or otherwise inflammatory;

13.2.2 is obscene, defamatory, libelous, hateful or otherwise inflammatory;

13.2.3 promotes violence or unlawful activity;

13.2.4 promotes or advocates discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation, or age;

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

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

13.2.7 is calculated to deceive [(including any false claims or comparisons concerning Our Site, Our Services, Our Business or person)];

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

13.2.9 misleadingly represents your identity or affiliation, or otherwise misrepresents your identity or affiliation, where none exists;

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

13.2.11 is in breach of any applicable law, regulation, or contract, including but not limited to, confidentiality or non-disclosure obligations;

13.3 [Free Listings for the Business] may not be posted:

13.3.1 <<insert description of the Business>>.

13.3.2 <<add further description of the Business>>.]

13.4 We reserve the right to suspend or terminate your access to Our Site if you materially breach any of the provisions of these Terms of Use. If, in violation of any of the provisions of these Terms of Use, you materially breach any of the provisions of these Terms of Use, We may take one or more of the following actions:

13.4.1 [suspend or terminate your access to Our Site];

13.4.2 [suspend or terminate your access to Our Site];

13.4.3 issue you with a cease and desist order.

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13.4.4 take legal p
relevant cos

for reimbursement of any and all
resulting from your breach;

13.4.5 take further l

as appropriate;

13.4.6 disclose suc
as We deem

enforcement authorities as required or
and/or

13.4.7 any other ac

reasonably appropriate (and lawful).

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

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

14. 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.

15. Changes to these Terms

15.1 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

15.2 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

16. Contacting Us

To contact Us, please em
methods provided on Our c

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

17. Communications from Us

17.1 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.

17.2 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.

17.3 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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18. How We Use Your Personal Information (Data Protection)

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

19. Law and Jurisdiction

19.1 These Terms and Conditions (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

19.2 If you are a consumer in any mandatory provisions of the law in your country which take effect in Sub-Clause 19.1 above takes away or reduces your liability, you shall not be able to rely on those provisions.

19.3 If you are a consumer in any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.

19.4 If you are a business, any matters arising therefrom or in connection therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

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(Data Protection)

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

relationship between you and Us shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

in any mandatory provisions of the law in your country which take effect in Sub-Clause 19.1 above takes away or reduces your liability, you shall not be able to rely on those provisions.

controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.

When entering these Terms and Conditions, any matters arising therefrom or in connection therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].