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BACKGROUND:

These Terms of Sale set out the terms on which we sell our Paid Listings to our customers through this website. You must read these Terms of Sale carefully before purchasing and submitting a Paid Listing to Our Site. You will be required to read and accept these Terms of Sale when you purchase a Paid Listing. You will be bound by these Terms of Sale when you submit a Paid Listing to Our Site. All Contracts are in the English language.

Each Paid Listing is sold by Us to our customers through this website (<<insert address>> ("Our Site"). Please read these Terms of Sale carefully before purchasing and submitting a Paid Listing to Our Site. You will be required to read and accept these Terms of Sale when you purchase a Paid Listing. You will be bound by these Terms of Sale when you submit a Paid Listing to Our Site. All Contracts are in the English language.

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 Paid Listing, as set out in clause 6;

"Listed Business"

a business featured in a Paid Listing;

"Listing Confirmation"

the receipt and confirmation of your payment for a Paid Listing;

"Listing ID"

the unique reference number for your Paid Listing;

"Paid Listing"

a directory listing posted on Our Site which is available for a fee, providing details of a business;

"User"

any user of Our Site; and

"We/Us/Our"

Simple-Trade (<<insert business name>> [, a company registered in England under <<insert company number>> and whose registered address is <<insert registered address>>] OR [of] <<insert business name>> and whose main trading address is <<insert trading address>>].

2. Information About Us

2.1 Our Site, <<insert 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>>] [Our VAT number is <<insert VAT number>>].

Our Site 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>>] OR [of] <<insert business name>> and whose main trading address is <<insert trading address>>].

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

<<insert regulator(s)>>.

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

<<insert association(s) etc.>>.

2.4 <<insert further information>>.

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3. **Access to and Use of 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 altered, suspended or discontinued without notice. We will not be liable if any part of Our Site (or any part of any content included on Our Site) is unavailable at any time or for any period.

3.4 Use of Our Site is subject to the Terms of Use <<insert link>>. Please ensure that you read them carefully and that you understand them.

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4. **Business and Consumer**

4.1 These Terms of Sale apply to all business and consumer customers.

4.2 If you are a business customer, these Terms of Sale constitute the entire agreement between you and Us. You acknowledge that you are not relying on any statement, representation, warranty or promise made by or on behalf of Us that is not set out in writing in this Contract and that you shall have no claim for negligent misstatement based upon any statement here

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5. **Paid Listings, Pricing and**

5.1 We may from time to time change the price of any Paid Listing that you have purchased. [subsequent renewal] [We will inform you of any change in price <<insert period>> before the change is due to take effect. If you wish to cancel the Contract as described in this Clause 5.5

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5.2 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 <<insert period>>. Changes in price will not affect any order placed (please note sub-Clause 5.5

5.3 All prices are checked for accuracy. In the unlikely event that we discover an error in pricing information, We will contact you in writing as soon as possible. If the correct price is lower than that shown when you placed your order, We will simply charge you the lower amount and we will not refund the difference. If the correct price is higher, We will give you the choice of paying the higher price or to cancel your order. If you choose to cancel your order in this case until you receive a response from us within <<insert period>> of this in writing.

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5.4 If We discover an error in pricing information after your order is processed, We will contact you as soon as possible and make all reasonable efforts to correct the error. You will retain the right to cancel the Contract if this happens. If We do not receive a response from you within <<insert period>> of this in writing, your order will be treated as cancelled and we will notify you accordingly.

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Contract, please refer to the

- 5.5 Prices on Our Site include VAT. If the VAT rate changes, the amount of VAT payable will be automatically adjusted when taking payment.

ve [and exclusive] of VAT. If the VAT rate changes, the amount of VAT payable will be automatically adjusted when taking payment.

6. **Orders – How Contracts are Made**

- 6.1 Our Site will guide you through the process of purchasing a Paid Listing. Before completing your order, We will give you the opportunity to review it and amend it. Please check your order carefully before submitting it.

ss of purchasing a Paid Listing. Before completing your order, We will give you the opportunity to review it and amend it. Please check your order carefully before submitting it.

- 6.2 If, during the order process, you provide incorrect or incomplete information, please advise Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct the information. If you do not provide the accurate or complete information within a reasonable time, We will cancel your order and treat the Contract as void. We will not be responsible for any delay in the completion of your Paid Listing on Our Site or in the appearance of your Paid Listing on Our Site if you provide incorrect or incomplete information.

Us with incorrect or incomplete information, please advise Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct the information. If you do not provide the accurate or complete information within a reasonable time, We will cancel your order and treat the Contract as void. We will not be responsible for any delay in the completion of your Paid Listing on Our Site or in the appearance of your Paid Listing on Our Site if you provide incorrect or incomplete information.

- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Paid Listing constitutes a contractual offer that We acknowledge upon receipt of your payment. [We will not be responsible for any delay in the appearance of your Paid Listing on Our Site if you provide incorrect or incomplete information.] Our acceptance is indicated by Us sending you a Listing Confirmation email. Only once We have sent you a Listing Confirmation email, a legally binding Contract between Us and you.

ual offer capable of acceptance. Your order to purchase a Paid Listing constitutes a contractual offer that We acknowledge upon receipt of your payment. [We will not be responsible for any delay in the appearance of your Paid Listing on Our Site if you provide incorrect or incomplete information.] Our acceptance is indicated by Us sending you a Listing Confirmation email. Only once We have sent you a Listing Confirmation email, a legally binding Contract between Us and you.

- 6.4 Listing Confirmation information:

ing information:

- 6.4.1 Your Listing details;
- 6.4.2 Confirmation of the main characteristics of the Paid Listing;
- 6.4.3 Fully itemised list of charges, taxes, and other costs;
- 6.4.4 The period of availability of the Paid Listing on Our Site (including any renewal period);
- 6.4.5 <<insert additional information>>.

chased including full details of the main characteristics of the Paid Listing and the details included in your Listing Confirmation email.

- 6.5 In the unlikely event that We cannot fulfil your order for any reason, We will expect your payment will be taken under normal circumstances. If you request a refund, any such sums will be refunded to you.

or cannot fulfil your order for any reason, We will expect your payment will be taken under normal circumstances. If you request a refund, any such sums will be refunded to you.

- 6.6 Any refunds due under this Contract will be issued to you as soon as possible, and in any event within 14 days of the day on which the event triggering the refund occurs.

ssued to you as soon as possible, and in any event within 14 days of the day on which the event triggering the refund occurs.

- 6.7 Refunds under this Contract will be issued to you using the same payment method that you used when you purchased the Paid Listing [unless you specifically request that We make a refund by a different method].

using the same payment method that you used when you purchased the Paid Listing [unless you specifically request that We make a refund by a different method].

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7. **Payment**

7.1 Payment for Paid Listing is made in advance. Your chosen payment method will be used to process your order and send you a Listing Confirmation within <<insert date>> [not more than <<insert period>> before each

made in advance. Your chosen payment method will be used to process your order and send you a Listing Confirmation within <<insert date>> [not more than <<insert period>> before each

7.2 Payments due must be made without any set-off, counterclaim, deduction, or withholding (except as required by law).

without any set-off, counterclaim, deduction, or withholding (except as required by law).

7.3 We accept the following payment methods on Our Site:

on Our Site:

7.3.1 <<insert payment method>>

7.3.2 <<insert payment method>>

7.3.3 <<insert payment method>>

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

required>>;

7.4 If you do not make your Paid Listing available on Our Site within <<insert period>> of Our reminder, We will suspend its availability on Our Site, and will inform you of the cancellation in writing.

If you do not make your Paid Listing available on Our Site within <<insert period>> of Our reminder, We will suspend its availability on Our Site, and will inform you of the cancellation in writing.

7.5 If you believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know.

If you believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know.

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8. **Paid Listings**

8.1 You agree that you are responsible for your Paid Listing and its content. We accept no liability for the content of Paid Listings. Specifically, you warrant that you have the right to submit the Paid Listing and that the information in the Paid 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 the Paid Listing complies with Our Acceptable Usage Policy, detailed below in Clause 9.

You agree that you are responsible for your Paid Listing and its content. We accept no liability for the content of Paid Listings. Specifically, you warrant that you have the right to submit the Paid Listing and that the information in the Paid 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 the Paid Listing complies with Our Acceptable Usage Policy, detailed below in Clause 9.

8.2 You agree that you will, to the fullest extent permissible by law, indemnify Us against all losses or damages, including reasonable attorneys' fees, arising from or as a result of such a breach of Clause 8.1. You will not be liable for any loss or damage suffered by Us as a result of such a breach.

You agree that you will, to the fullest extent permissible by law, indemnify Us against all losses or damages, including reasonable attorneys' fees, arising from or as a result of such a breach of Clause 8.1. You will not be liable for any loss or damage suffered by Us as a result of such a breach.

8.3 You (or your licensors) own the ownership of the content of your Paid Listing and all intellectual property rights subsisting therein. By submitting a Paid Listing, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, non-terminable, adaptable, edit, reproduce, distribute, perform, and sub-licence that Paid Listing for the purpose of promoting Our Site.

You (or your licensors) own the ownership of the content of your Paid Listing and all intellectual property rights subsisting therein. By submitting a Paid Listing, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, non-terminable, adaptable, edit, reproduce, distribute, perform, and sub-licence that Paid Listing for the purpose of promoting Our Site.

8.4 Your Paid Listing will be available on Our Site immediately when We send you a Listing Confirmation and will continue to be available for the period stated in the Listing Confirmation (including any renewals), or until the Contract is otherwise terminated.

Your Paid Listing will be available on Our Site immediately when We send you a Listing Confirmation and will continue to be available for the period stated in the Listing Confirmation (including any renewals), or until the Contract is otherwise terminated.

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parodies are
fall within an

definition provided that they do not
of this sub-Clause 9.1);

9.1.10 implies any f

where none exists;

9.1.11 infringes, or
rights (includ
and databas

ment of, the intellectual property
copyrights, patents, trade marks,
ty; or

9.1.12 is in breach
limited to, co

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

9.2 [Paid Listings for th

ess may not be posted:

9.2.1 <<insert des

9.2.2 <<add furthe

d>>.]

9.3 We reserve the rig
access to Our Site i
refunds will be giv
addition, We may ta

inate your Paid Listing and your
ne provisions of this Clause 9. No
h suspension or termination. In
llowing actions:

9.3.1 issue you wi

9.3.2 take legal p
relevant cos

for reimbursement of any and all
resulting from your breach;

9.3.3 take further

as appropriate;

9.3.4 disclose suc
as We deem

rcement authorities as required or
and/or

9.3.5 any other ad

asonably appropriate (and lawful).

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

sing out of any actions (including,
at We may take in response to

10. Problems with Our Service a

Rights

10.1 We will provide Ou
with best practices
and all information
always use reason
free. If, however, t
aspect of Our servi
via <<insert contact
problems as quickly

sonable care and skill, consistent
arket, and in accordance with any
Our services and about Us. We
ure that Our services are trouble-
our Paid Listing or with any other
as soon as is reasonably possible
reasonable endeavours to remedy
e and practical.

10.2 If you are a consum
and problems arise
exercising them, it i
Bureau or Trading S

gal rights if you purchase services
our legal rights and guidance on
contact your local Citizens Advice

11. Ending the Contract

11.1 You may cancel th
however subject to
cancel arising due
[and you will remai

e your Paid Listing at any time,
Clause 12 (outlining your rights to
Js), We cannot offer any refunds
Paid Listing up until the [renewal

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or] expiry date[, as

OR [and] the Contract will end.

11.2 [If you purchase a F
by mistake)], pleas
the purchase, remo
inform Us within <<
your Paid Listing wi
renewal] date.]

or allow your Paid Listing to renew
<<insert period>>, and We will cancel
& issue a full refund. If you do not
not be able to offer any refund and
(as you remove it) until its expiry [or

11.3 Please note that co
“cooling-off” period
immediately upon
expressly acknowle

gible for a 14-day cancellation or
(posting of your Paid Listing) begins
contract. You will be required to
process.

11.4 If you wish to exer
inform Us of your
convenience We of
include [a link to] it
post is effective fro
would prefer to cont

l under this Clause 11, you may
may you wish, however for your
on Our Site <<insert link>> and will
ation. Cancellation by email or by
you send Us your message. If you
please use the following details:

11.4.1 Telephone: <<ins

er>>;

11.4.2 Email: <<ins

11.4.3 Post: <<inse

In each cas
telephone nu

ur name, address, email address,

11.5 [We may ask you v
you provide to impr
no obligation to pro

cancel and may use any answers
er please note that you are under
not wish to.]

11.6 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

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

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

12. Ending the Contract Because

Be Done (or Will Do)

12.1 You may end the
forthcoming change
agree to. If the cha
[or renewal] date o
refund equal to the
take effect or appl
Listing, the Contract
be due.

if We have informed you of a
ese Terms of Sale that you do not
or apply to you before the expiry
e will issue you with a pro-rated
Paid Listing. If the change will not
y [or renewal] date of your Paid
or renewal] date and no refund will

12.2 If We have suspend
period>>, or We ha
for more than <<ins
described in sub-C
issue you with a <<

aid Listing for more than <<insert
e are going to suspend availability
end the Contract immediately, as
e Contract for this reason, We will
fund.

12.3 If an event outside
than <<insert perio

ol occurs [and continues for more
Contract immediately. See sub-

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Clause 14.2.6 for more information. We will issue you with a

end the Contract for this reason, and>> refund.

12.4 If We inform you of our intention to end the Contract and you wish to end the Contract for this reason, we will refund you with a <<insert type of refund>>

your Paid Listing and you wish to end it immediately. If you end the Contract with a <<insert type of refund>>

12.5 You also have a legal right to cancel the Contract at any time if We are in breach of it. You may also be entitled to a partial refund and compensation. For more details of your legal rights as a consumer, please refer to your local Citizens Advice Bureau.

act at any time if We are in breach of it. You may also be entitled to a partial refund and compensation. For more details of your legal rights as a consumer, please refer to your local Citizens Advice Bureau.

12.6 If you wish to exercise your right to cancel under this Clause 12, you may inform Us of your decision in any way you wish, however for your convenience We offer a link to our cancellation page on Our Site <<insert link>> and will include [a link to] our cancellation page. If you would prefer to contact Us directly to exercise your right to cancel, please provide the following details:

l under this Clause 12, you may inform Us of your decision in any way you wish, however for your convenience We offer a link to our cancellation page on Our Site <<insert link>> and will include [a link to] our cancellation page. If you would prefer to contact Us directly to exercise your right to cancel, please provide the following details:

12.6.1 Telephone: <<insert telephone number>>;

er>>;

12.6.2 Email: <<insert email address>>

12.6.3 Post: <<insert postal address>>

In each case, please provide your name, address, email address, telephone number and any other contact details.

ur name, address, email address, telephone number and any other contact details.

12.7 [We may ask you to provide information to improve our services. You will have no obligation to provide any information and you may refuse to provide any information without affecting your right to cancel.]

cancel and may use any answers you provide to improve our services. However please note that you are under no obligation to provide any information and you may refuse to provide any information without affecting your right to cancel.]

12.8 Refunds under this Clause 12 will be made to you as soon as possible, and in any event within 14 days of the date on which you inform Us that you wish to cancel.

to you as soon as possible, and in any event within 14 days of the date on which you inform Us that you wish to cancel.

12.9 Refunds under this Clause 12 will be made to you using the same payment method that you used when you made your Paid Listing [unless you specifically request that We make the refund using a different method].

using the same payment method that you used when you made your Paid Listing [unless you specifically request that We make the refund using a different method].

13. Our Liability

13.1 If you are a consumer, We will not be liable for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms of Sale (or the Contract) or our negligence. Loss or Damage is foreseeable if it is a direct consequence of our breach or negligence and is contemplated by the contract. We will not be liable for any loss or damage that is not foreseeable.

sible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms of Sale (or the Contract) or our negligence. Loss or Damage is foreseeable if it is a direct consequence of our breach or negligence and is contemplated by the contract. We will not be liable for any loss or damage that is not foreseeable.

13.2 If you are a business, whether in contract with Us or otherwise, for any loss of business, interruption to business, for any indirect or consequential loss arising out of or in connection with our breach of these Terms of Sale (or the Contract) or our negligence, we will not be liable to you.

13.4, We will not be liable to you, whether in contract with Us or otherwise, for any loss of business, interruption to business, for any indirect or consequential loss arising out of or in connection with our breach of these Terms of Sale (or the Contract) or our negligence, we will not be liable to you.

13.3 If you are a business, our total liability to you for all other losses arising out of or in connection with our breach of these Terms of Sale (or the Contract) or our negligence), breach of statutory duty, or otherwise shall not exceed <<insert sum>> or <<insert percentage>>% of the total amount payable to you under the contract in question, whichever is the greater.

e 13.4, Our total liability to you for all other losses arising out of or in connection with our breach of these Terms of Sale (or the Contract) or our negligence), breach of statutory duty, or otherwise shall not exceed <<insert sum>> or <<insert percentage>>% of the total amount payable to you under the contract in question, whichever is the greater.

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15.3 For matters relating to the Contract, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>. For further information, please refer to the relevant Clauses above for further information.

base contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, by post at <<insert address>>, or by post at <<insert address>>. For further information, please refer to the relevant Clauses above for further information.

16. Complaints and Feedback

16.1 We always welcome your feedback from our customers and, whilst We always use all reasonable endeavours to resolve your experience as a customer of Ours is a positive one, we do want to hear from you if you have any cause for complaint.

customers and, whilst We always use all reasonable endeavours to resolve your experience as a customer of Ours is a positive one, we do want to hear from you if you have any cause for complaint.

16.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert link>>.

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

16.3 If you wish to give Us feedback on the subject of your dealings with Us, please contact Us in one of the following ways:

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

16.3.1 [In writing, to <<insert name and/or position>>, at <<insert address>>];

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

16.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>];

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

16.3.3 [Using Our contact form, by following the instructions included with the form;]

following the instructions included with the form;]

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

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

17. How We Use Your Personal Information (Data Protection)

(Data Protection)

We will only use your personal information in accordance with what is set out in Our Privacy Policy, available at <<insert link>> [and Our Terms of Sale, available at <<insert link>>].

what is set out in Our Privacy Policy, available at <<insert link>> [and Our Terms of Sale, available at <<insert link>>].

18. Other Important Terms

18.1 We may transfer (assign) some or all of Our rights hereunder to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in advance and Our obligations hereunder will not be affected and Our obligations hereunder will not be affected and Our obligations hereunder will remain bound by the terms of the Contract.

some or all of Our rights hereunder to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in advance and Our obligations hereunder will not be affected and Our obligations hereunder will remain bound by the terms of the Contract.

18.2 You may not transfer (assign) any of Our rights hereunder without Our express written consent in writing for reasons set out in <<insert link>>.

any of Our rights hereunder without Our express written consent in writing for reasons set out in <<insert link>>.

18.3 The Contract is between Us and you and no person or third party other than you is intended to benefit from the Contract and no person or party will be entitled to enforce any provision of the Contract.

no person or third party other than you is intended to benefit from the Contract and no person or party will be entitled to enforce any provision of the Contract.

18.4 If any of the provisions of the Contract are found to be unlawful, void, or otherwise unenforceable by a court or other authority, that / those provisions shall be severed and the remainder of the Contract shall be valid and enforceable.

If any of the provisions of the Contract are found to be unlawful, void, or otherwise unenforceable by a court or other authority, that / those provisions shall be severed and the remainder of the Contract shall be valid and enforceable.

18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We will waive any of Our rights under these Terms of Sale and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any of Our rights under these Terms of Sale.

No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We will waive any of Our rights under these Terms of Sale and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any of Our rights under these Terms of Sale.

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subsequent breach

provision.

18.6 We may revise these Terms of Sale as they change in relevant laws and regulations. If We change these Terms of Sale as they change in relevant laws and regulations, We will give you reasonable advance notice of the change (not happy with them

from time to time in response to changes in requirements. If We change these Terms of Sale as they change in relevant laws and regulations, We will give you reasonable advance notice of the change (details of how to cancel if you are not happy with them (2.1 above).

19. **Law and Jurisdiction**

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19.1 These Terms of Sale apply to the relationship between you and Us (whether contractual or otherwise) and, where applicable, with, English law.

apply to the relationship between you and Us (whether contractual or otherwise) and, where applicable, with, English law.

19.2 If you are a consumer, the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales, as determined by your order.

the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales, as determined by your order.

19.3 If you are a business, the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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