BACKGROUND:

These Terms of Sale set c ch Paid Listings are sold by Us to customers through this w address>> ("Our Site"). Please read these Terms of Sale hat you understand them before purchasing and submitting ll be required to read and accept these Terms of Sale when se. If you do not agree to comply with and be bound by the will not be able to purchase and submit a Paid Listing to C of Sale, as well as any and all Contracts are in the Englis

1. **Definitions and Interpreta**

1.1 In these Terms of otherwise requires, the following expressions have th

"Contract" the purchase of a Paid Listing, as 6;

"Listed Business" featured in a Paid Listing;

"Listing Confirmation" ce and confirmation of your isting;

"Listing ID" number for your Paid Listing;

"Paid Listing" rectory listing posted on Our Site ge for a fee, providing details of a

"User" Site; and

"We/Us/Our" ness name>> **[**, a company d under <<insert company gistered address is <<insert > and whose main trading address ddress>>.

2. **Information About Us**

2.1 Our Site, <<insert owned and**]** operated by <<insert business name>> **[** istered in England under <<insert company number> address is <<insert registered address>> and wh s is**] OR [**of**]** <<insert address>>. **[**Our VAT number is >.**]**

2.2 **[**We are regulated b gulator(s)>>.**]**

2.3 **[**We are a member sociation(s) etc.>>.**]**

2.4 **[**<<insert further inf

SAMPLE

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

3.1 Access to Our Site

3.2 It is your responsib arrangements necessary in order to access Our Site.

3.3 Access to Our Site n an "as available" basis. We may alter, suspend or any part of it) at any time and without notice. We in any way if Our Site (or any part of it) is unavailable eriod.

3.4 Use of Our Site is e Terms of Use <<insert link>>. Please ensure that arefully and that you understand them.

4. **Business and Consumer**

4.1 These Terms of Sal and consumer customers.

4.2 If you are a busin rms of Sale constitute the entire agreement betwee t to your purchase of Paid Listings from Us. You ack e not relied upon any statement, representation, war mise made by or on behalf of Us that is not set out i d that you shall have no claim for innocent or negligen egligent misstatement based upon any statement here

5. **Paid Listings, Pricing and**

5.1 We may from time t g. Changes in price will not affect any Paid Listing t purchased but will apply to any **[**subsequent renew new Paid Listing. **[**We will inform you of any change i period>> before the change is due to take effect. If y h a change, you may cancel the Contract as describ

5.2 We make all reason at all prices shown on Our Site are correct at the time cing information is reviewed and updated every <<in es in price will not affect any order for a Paid Listing t aced (please note sub-Clause 5.5 regarding VAT, how

5.3 All prices are check cept your order for a Paid Listing. In the unlikely even correct pricing information, We will contact you in writi stake. If the correct price is lower than that shown w r, We will simply charge you the lower amount and ur order. If the correct price is higher, We will give ase the Paid Listing at the correct price or to cancel y roceed with processing your order in this case until y not receive a response from you within <<insert peri order as cancelled and notify you of this in writing.

5.4 If We discover an r Paid Listing after your order is processed, We will and make all reasonable efforts to correct the error. Y the right to cancel the Contract if this happens. If We rror and you do wish to cancel the

SAMPLE

Contract, please ref

5.5 Prices on Our Site ve **[**and exclusive**]** of VAT. If the VAT rate changes g placed and Us taking payment, the amount of VA omatically adjusted when taking payment.

6. **Orders – How Contracts**

6.1 Our Site will guide ess of purchasing a Paid Listing. Before completing y en the opportunity to review it and amend it. Please ecked your order carefully before submitting it.

6.2 If, during the orde Us with incorrect or incomplete information, please s possible. If We are unable to process your order nplete information, We will contact you to ask to corr ive Us the accurate or complete information within a request, We will cancel your order and treat the Contra We will not be responsible for any delay in the comple r in the appearance of your Paid Listing on Our Site providing incorrect or incomplete information.

6.3 No part of Our Sit ual offer capable of acceptance. Your order to purch titutes a contractual offer that We may, at Our sole di cknowledgement of receipt of your order does not mea d it.**]** Our acceptance is indicated by Us sending you y email. Only once We have sent you a Listing Confir gally binding Contract between Us and you.

6.4 Listing Confirmation ing information:

6.4.1 Your Listing

6.4.2 Confirmation chased including full details of the main charac and the details included in your Paid Listing;

6.4.3 Fully itemise sting including, where appropriate, taxes, and o

6.4.4 The period id Listing will be available on Our Site (includir **[**expiry**] AND/OR [**renewal date**]**);

6.4.5 <<insert add uired>>.

6.5 In the unlikely even or cannot fulfil your order for any reason, We will exp ayment will be taken under normal circumstances. If W any such sums will be refunded to you.

6.6 Any refunds due un issued to you as soon as possible, and in any event s of the day on which the event triggering the refund

6.7 Refunds under this using the same payment method that you used whe d Listing **[**unless you specifically request that We ma ent method**]**.

SAMPLE

7. **Payment**

7.1 Payment for Paid L made in advance. Your chosen payment method wi rocess your order and send you a Listing Confirmatio date**] OR [**not more than <<insert period>> before ea

7.2 Payments due mu ithout any set-off, counterclaim, deduction, or withh deduction or withholding of tax is required by law).

7.3 We accept the follo t on Our Site:

7.3.1 <<insert pay

7.3.2 <<insert pay

7.3.3 <<insert pay

7.3.4 <<add furthe equired>>;

7.4 If you do not make s on time, We will not make your Paid Listing availab case of a renewal, will suspend its availability on Our S payment within <<insert period>> of Our reminder, W ntract, and will inform you of the cancellation in writi

7.5 If you believe that W incorrect amount, please contact Us at <<insert em as reasonably possible to let Us know.

8. **Paid Listings**

8.1 You agree that yo ible for your Paid Listing and its content. We acc r the content of Paid Listings. Specifically, you a arrant that you have the right to submit the Paid Lis ion in the Paid Listing is accurate and truthful, that all kept accurate and up-to-date, that no personal data wi not have the right to include, and that the Paid Listin Acceptable Usage Policy, detailed below in Clause 9.

8.2 You agree that you ill, to the fullest extent permissible by law, indemnify U varranties given by you under sub-Clause 8.1. You wi loss or damage suffered by Us as a result of such a br

8.3 You (or your licens n ownership of the content of your Paid Listing and rights subsisting therein. By submitting a Paid L unconditional, non-exclusive, fully transferrable, royalt cable,**]** worldwide licence to use, store, archive, sync adapt, edit, reproduce, distribute, prepare derivative rform, and sub-licence that Paid Listing for the purpo moting Our Site.

8.4 Your Paid Listing w n Our Site immediately when We send you a Listing C tinue to be available for the period stated in the Listi ing any renewals)**]**, or until the Contract is otherwis

SAMPLE

8.5 In some limited cir eed to suspend the availability of Paid Listings for rea mited to, fixing technical problems on Our Site. If your d for such reasons, We will inform you in advance of ver possible, explaining why it is necessary. **[**If the s e than <<insert period>>, the**] OR [**The**]** availability of nded by a period equivalent to the length of the suspen lasts (or We tell you that it is going to last) for more you may end the Contract as described below in s

8.6 If you wish to rem om Our Site, you may do so by <<insert brief descri id Listing also revokes the licence granted to Us to u er sub-Clause 8.3. Please note, however, that cach ur Paid Listing may not be made immediately unavai ade unavailable at all where they are outside of Our emoving a Paid Listing before its expiry under this su itle you to any refund, as per sub-Clause 11.1**[**, and y activate your Paid Listing up until the expiry date**]**. I ncellation rights, please refer to Clauses 11 and 12.

8.7 We are not respon accuracy of, or for any opinions, views, or values ex s. Any such opinions, views, or values are those o d/or Listed Business, and do not reflect Our opinions y way. We have no control over, nor any involvemen Ve accept no responsibility for any actions taken, or ervices provided by, any Listed Business.

9. **Acceptable Usage Policy**

9.1 When submitting a t submit or otherwise do anything that:

9.1.1 **[**is sexually e

9.1.2 is obscene, teful, or otherwise inflammatory;

9.1.3 promotes vio

9.1.4 promotes or lawful activity;

9.1.5 discriminates way defamatory of, any person, group or cla der, religion, nationality, disability, sexual orien

9.1.6 is intended threaten, harass, annoy, alarm, inconvenien another person;

9.1.7 is calculate ely to deceive **[**(including any unsubstantia aims or comparisons concerning the Listed B ness or person)**]**;

9.1.8 is intended infringe (or threaten to infringe) another pers otherwise uses their personal data in a way tha to;

9.1.9 misleadingly n or otherwise misrepresents your identity or a s calculated to deceive (obvious

SAMPLE

parodies are definition provided that they do not fall within an of this sub-Clause 9.1);

9.1.10 implies any f where none exists;

9.1.11 infringes, or ment of, the intellectual property rights (inclu copyrights, patents, trade marks, and databas ty; or

9.1.12 is in breach to a third party including, but not limited to, co 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 nate your Paid Listing and your access to Our Site i he provisions of this Clause 9. No refunds will be giv n suspension or termination. In addition, We may ta lowing actions:

9.3.1 issue you wi

9.3.2 take legal p for reimbursement of any and all relevant cos resulting from your breach;

9.3.3 take further as appropriate;

9.3.4 disclose suc rcement authorities as required or as We deem and/or

9.3.5 any other ac asonably appropriate (and lawful).

9.4 We hereby exclude sing out of any actions (including, but not limited to at We may take in response to breaches of these T

10. **Problems with Our Service a Rights**

10.1 We will provide Ou sonable care and skill, consistent with best practices arket, and in accordance with any and all information Our services and about Us. We always use reasona ure that Our services are trouble-free. If, however, t our Paid Listing or with any other aspect of Our servi as soon as is reasonably possible via <<insert contact reasonable endeavours to remedy problems as quickly e and practical.

10.2 If you are a consu gal rights if you purchase services and problems arise our legal rights and guidance on exercising them, it i contact your local Citizens Advice Bureau or Trading S

11. **Ending the Contract**

11.1 You may cancel th e your Paid Listing at any time, however subject to Clause 12 (outlining your rights to cancel arising due Us), We cannot offer any refunds **[**and you will remai Paid Listing up until the **[**renewal

SAMPLE

or**]** expiry date**[**, as … **OR [**and**]** the Contract will end.

11.2 **[**If you purchase a P… or allow your Paid Listing to renew by mistake)**]**, pleas… sert period>>, and We will cancel the purchase, remo… d issue a full refund. If you do not inform Us within <<… not be able to offer any refund and your Paid Listing wi… s you remove it) until its expiry **[**or renewal**]** date.**]**

11.3 Please note that c… gible for a 14-day cancellation or "cooling-off" period … osting of your Paid Listing) begins immediately upon … ontract. You will be required to expressly acknowle… process.

11.4 If you wish to exer… l under this Clause 11, you may inform Us of your… ay you wish, however for your convenience We of… n Our Site <<insert link>> and will include **[**a link to**]** it… ation. Cancellation by email or by post is effective fro… u send Us your message. If you would prefer to cont… please use the following details:

11.4.1 Telephone: … er>>;

11.4.2 Email: <<ins…

11.4.3 Post: <<inse…

In each cas… r name, address, email address, telephone nu…

11.5 **[**We may ask you w… cancel and may use any answers you provide to impr… er please note that you are under no obligation to pro… not wish to.**]**

11.6 Refunds under this … to you as soon as possible, and in any event within 14… y on which you inform Us that you wish to cancel.

11.7 Refunds under this … using the same payment method that you used whe… d Listing **[**unless you specifically request that We ma… ent method**]**.

12. **Ending the Contract Becaus… e Done (or Will Do)**

12.1 You may end the … if We have informed you of a forthcoming change… ese Terms of Sale that you do not agree to. If the cha… or apply to you before the expiry **[**or renewal**]** date … e will issue you with a pro-rated refund equal to the … Paid Listing. If the change will not take effect or appl… y **[**or renewal**]** date of your Paid Listing, the Contrac… r renewal**]** date and no refund will be due.

12.2 If We have suspen… aid Listing for more than <<insert period>>, or We ha… e are going to suspend availability for more than <<ins… end the Contract immediately, as described in sub-Cl… e Contract for this reason, We will issue you with a <<… fund.

12.3 If an event outside … ol occurs **[**and continues for more than <<insert perio… Contract immediately. See sub-

SAMPLE

Clause 14.2.6 for n… end the Contract for this reason, We will issue you w…nd>> refund.

12.4 If We inform you of… your Paid Listing and you wish to end the Contract a…d it immediately. If you end the Contract for this re… with a <<insert type of refund>> refund.

12.5 You also have a leg…act at any time if We are in breach of it. You may also …rtial refund and compensation. For details of your lega…nsumer, please refer to your local Citizens Advice Bur…s Office.

12.6 If you wish to exer…l under this Clause 12, you may inform Us of your …ay you wish, however for your convenience We of…n Our Site <<insert link>> and will include **[**a link to**]** …irmation. If you would prefer to contact Us directly t… following details:

12.6.1 Telephone: …er>>;

12.6.2 Email: <<ins…

12.6.3 Post: <<inse…

In each cas…r name, address, email address, telephone nu…

12.7 **[**We may ask you w…cancel and may use any answers you provide to impr…er please note that you are under no obligation to prov… not wish to.**]**

12.8 Refunds under this …to you as soon as possible, and in any event within 14…y on which you inform Us that you wish to cancel.

12.9 Refunds under this … using the same payment method that you used whe…d Listing **[**unless you specifically request that We ma…ent method**]**.

13. Our Liability

13.1 If you are a consu…sible for any foreseeable loss or damage that you m…Our breach of these Terms of Sale (or the Contract) c…negligence. Loss or Damage is foreseeable if it is a…of Our breach or negligence or if it is contemplated by …ontract is created. We will not be responsible for any …t foreseeable.

13.2 If you are a busines… 13.4, We will not be liable to you, whether in contract…nce), breach of statutory duty, or otherwise, for any l…iness, interruption to business, for any loss of busine…ny indirect or consequential loss arising out of or in c…act between you and Us.

13.3 If you are a busines…e 13.4, Our total liability to you for all other losses aris…on with any contract between you and Us, whether in… negligence), breach of statutory duty, or otherwis… £<<insert sum>> or <<insert percentage>>% of …ou under the contract in question, whichever is the gre…

SAMPLE

13.4 Nothing in these Te it or exclude Our liability for death or personal injury ca (including that of Our employees, agents, or sub-con audulent misrepresentation; or for any other matter in cannot be excluded or restricted by law.

13.5 In particular, nothin e seeks to limit consumers' legal rights. If you are a tion about your legal rights can be obtained from your eau or Trading Standards Office.

14. Events Outside of Our Co

14.1 We will not be liab lay in performing Our obligations where that failure any cause that is beyond Our reasonable control. ut are not limited to: power failure, internet service pro k-outs or other industrial action by third parties, riots , fire, explosion, flood, storms, earthquakes, subsid (threatened or actual), acts of war (declared, undeclar r preparations for war), epidemic or other natural dis nt that is beyond Our reasonable control.

14.2 If any event describ 4 occurs that is likely to adversely affect Our performa ions under these Terms of Sale:

14.2.1 We will infor onably possible;

14.2.2 We will take inimise the delay;

14.2.3 To the exte inimise the delay, Our affected obligations u e (and therefore the Contract) will be suspend that We are bound by will be extended ac

14.2.4 We will infor outside of Our control is over and provide deta es or availability as necessary;

14.2.5 If the event continues for more than <<insert time period> Contract and inform you of the cancellation. u as a result of that cancellation will be paid sonably possible and in any event within 14 ca n which the Contract is cancelled and will be r yment method that you used when purchasing s you specifically request that We make a refu od**]**;

14.2.6 If an event c curs **[**and continues for more than <<insert tim ish to cancel the Contract as a result, you m sub-Clause 12.3.

15. Contacting Us

15.1 If you wish to con uestions or complaints, you may contact Us by telep ne number>>, by email at <<insert email address>>, o ess>>.

15.2 For matters relatin ase contact Us by telephone at <<insert number>> email address>>, or by post at <<insert address>>

SAMPLE

15.3 For matters relati…ase contact Us by telephone at <<insert telephone …<<insert email address>>, by post at <<insert addres…evant Clauses above for further information.

16. **Complaints and Feedbac…**

16.1 We always welcom…tomers and, whilst We always use all reasonable ende…your experience as a customer of Ours is a positive o…t to hear from you if you have any cause for complaint…

16.2 All complaints are h…ith Our complaints handling policy and procedure, ava…ion(s)>>.

16.3 If you wish to give U…ct of your dealings with Us, please contact Us in one o…

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

16.3.2 **[**By email, a…me and/or position>> at <<insert email addres…

16.3.3 **[**Using Our c…g the instructions included with the form;**]**

16.3.4 **[**By contacti…<<insert telephone number>> **[**and choosing op…when prompted**].]**

17. **How We Use Your Perso…otection)**

We will only use your pers…ut in Our Privacy Policy, available from <<insert link>> **[**and O…ble from <<insert link>>**]**.

18. **Other Important Terms**

18.1 We may transfer (a…d rights hereunder to a third party (this may happen, …Our business). If this occurs, you will be informed by…nts hereunder will not be affected and Our obligations…sferred to the third party who will remain bound by th…

18.2 You may not transf…ons and rights hereunder without Our express written…t permit the assignment if <<insert reasons>>.

18.3 The Contract is bet… not intended to benefit any other person or third party…n person or party will be entitled to enforce any provisio…e.

18.4 If any of the provi…f Sale are found to be unlawful, invalid, or otherwise…ourt or other authority, that / those provision(s) shall b… the remainder of these Terms of Sale. The remainde… shall be valid and enforceable.

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

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subsequent breach provision.

18.6 We may revise thes ne to time in response to changes in relevant laws a uirements. If We change these Terms of Sale as th sting, We will give you reasonable advance notice of t details of how to cancel if you are not happy with them 2.1 above).

19. **Law and Jurisdiction**

19.1 These Terms of S between you and Us (whether contractual or other by, and construed in accordance with, English law.

19.2 If you are a consu erning these Terms of Sale, the relationship betwee ny matters arising therefrom or associated therewit otherwise) shall be subject to the jurisdiction of the c Scotland, or Northern Ireland, as determined by your

19.3 If you are a busin erning these Terms of Sale, the relationship betwee ny matters arising therefrom or associated therewit otherwise) shall be subject to the exclusive jurisdictio d and Wales.

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