

BACKGROUND:

These Terms of Sale set out the conditions for our customers through this website. Please read these Terms of Sale carefully before purchasing and submitting a Paid Ad to Our Site. These Terms of Sale when completed and accepted will bind you and be bound by these Terms of Sale. These Terms of Sale are in the English language only.

which Paid Ads are 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 Ad to Our Site. These Terms of Sale when completed and accepted will bind you and be bound by these Terms of Sale. These Terms of Sale are in the English language only.

1. Definitions and Interpretation

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

otherwise requires, the following meanings:

"Advertiser"

posts a Paid Ad on Our Site;

"Ad Confirmation"

receipt and confirmation of your Paid Ad;

"Ad ID"

number for your Paid Ad;

"Contract"

the purchase of a Paid Ad, as set out in Clause 6;

"Paid Ad"

advertisement posted on Our Site in exchange for a fee, providing the service offered by the Advertiser;

"User"

Our Site; and

"We/Us/Our"

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

2. Information About Us

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

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

4. **Business and Consumer Sale**

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

5. **Paid Ads, Pricing and Availability**

- 5.1 We may from time to time change the price of any Paid Ad that you have purchased. [subsequent renewal of any Paid Ad. [We will inform you of any change in price <<insert period>> before the change is due to take effect. If you do not wish to accept a change, you may cancel the Contract as described in sub-Clause 5.5.
- 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 regarding VAT, how it is calculated and the applicable rate).
- 5.3 All prices are checked for accuracy. In the unlikely event that we discover an error in the pricing information, we will contact you in writing within <<insert period>> of the discovery. If the correct price is lower than that shown on Our Site, we will simply charge you the lower amount and will not refund the difference. If the correct price is higher, we will give you the option to accept the higher price or to cancel your order. If you do not give us a response within <<insert period>>, your order will be cancelled and you will not be charged. We will not be responsible for any loss of data or other damages resulting from the cancellation of your order.
- 5.4 If We discover an error in the pricing information after your order is processed, We will contact you in writing within <<insert period>> of the discovery. You will have the right to cancel the Contract if the error is in your favour and you do wish to cancel the

- Contract, please refer to the applicable law.
- 5.5 Prices on Our Site include VAT. If the VAT rate changes, the amount of VAT will be automatically adjusted when taking payment.
6. **Orders – How Contracts are Made**
- 6.1 Our Site will guide you through the process of completing your order and you will have the opportunity to review and amend it. Please check your order carefully before submitting it.
- 6.2 If, during the order process, we receive information, please contact 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 Us with 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 order or in the appearance of your Paid Ad as a result of incorrect or incomplete information.
- 6.3 No part of Our Site or the purchase of a Paid Ad is a contractual offer capable of acceptance. Your order to purchase a Paid Ad is a contractual offer that We may, at Our sole discretion, accept or reject. Our acceptance is indicated by Us sending you an Ad Confirmation. Only once We have sent you an Ad Confirmation will the contract between Us and you be deemed to have been made.
- 6.4 Ad Confirmations shall include the following information:
- 6.4.1 Your Ad ID;
- 6.4.2 Confirmation of the main characteristics of the Paid Ad including full details of the main characteristics of the Paid Ad including, where appropriate, the main characteristics of the Paid Ad;
- 6.4.3 Fully itemised list of the costs of the Paid Ad including, where appropriate, taxes, and other charges;
- 6.4.4 The period of validity of the Paid Ad (including the start and end dates);
- 6.4.5 <<insert additional information>>.
- 6.5 In the unlikely event that We are unable to fulfil your order for any reason, We will explain the reasons to you. Payment will be taken under normal circumstances. If We are unable to fulfil your order, 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 has occurred.
- 6.7 Refunds under this Contract will be made using the same payment method that you used when you purchased the Paid Ad [unless you specifically request a different method].

7. Payment

- 7.1 Payment for Paid Ad will be made in advance. Your chosen payment method will be used to process your order and send you an Ad Confirmation [insert date] **OR** [not more than <<insert period>> before each period].
- 7.2 Payments due must be made without any set-off, counterclaim, deduction, or withholding of tax is required by law).
- 7.3 We accept the following payment methods 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>>;
- 7.4 If you do not make your Paid Ad available on Our Site on time, We will not make your Paid Ad available on Our Site. In the case of a renewal, will suspend its availability on Our Site. We will inform you of the payment within <<insert period>> of Our reminder, We will terminate the Contract, 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.

8. Paid Ads

- 8.1 You agree that you are responsible for your Paid Ad and its content. We accept no responsibility for the content of Paid Ads. Specifically, you agree, represent, and warrant that all the information you submit is accurate and truthful, that all such information will be kept confidential, that no personal data will be included, and that the Paid Ad will comply with Our Acceptable Use Policy detailed below in Clause 9.
- 8.2 You agree that you will, to the fullest extent permissible by law, indemnify Us for all losses and warranties given by you under sub-Clause 8.1. You will be responsible for any loss or damage suffered by Us as a result of such a breach.
- 8.3 You (or your licensee) own the intellectual property ownership of the content of your Paid Ad and all intellectual property subsisting therein. By submitting a Paid Ad, you grant Us a non-exclusive, fully transferrable, royalty-free, perpetual, exclusive licence to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from, and sub-licence that Paid Ad for the purposes of operating the Site.
- 8.4 Your Paid Ad will be available on Our Site immediately when We send you an Ad Confirmation. Your Paid Ad will be available for the period stated in the Ad Confirmation [insert period (renewals)], or until the Contract is otherwise ended.
- 8.5 In some limited circumstances, We need to suspend the availability of Paid Ads for reasons related to, fixing technical problems on

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Our Site. If your Paid Ad is suspended in advance of the suspension, We will inform you in advance of the suspension. [If the suspension is not in advance of the suspension, the] OR [The] availability of your Paid Ad will be suspended for a period equivalent to the length of the suspension (or We tell you that it is going to last) for more than 30 days. The suspension is described below in sub-Clause 8.6.

8.6 If you wish to remove your Paid Ad from Our Site, you may do so by <<insert brief description>>. This removal will also revoke the licence granted to Us to use that Paid Ad for caching or referral purposes. The removal will be unavailable (or may be unavailable) at all where they are outside of Our reasonable control. Clause 8.6 will not be affected by the removal. You will remain free to remove your Paid Ad of other cancellations.

8.7 We are not responsible for the accuracy of, or for any opinions, views, or values expressed in any such opinions, views, or values are those of the relevant person, not reflect Our opinions, views, or values in any way. We do not have any involvement in, Paid Ads, and We accept no responsibility for any actions taken, or for any products or services provided by any advertiser.

9. Acceptable Usage Policy

9.1 When submitting a Paid Ad, you agree not to submit or otherwise do anything that:

9.1.1 [is sexually explicit or obscene, or is defamatory, or otherwise inflammatory;

9.1.2 is obscene, defamatory, or otherwise inflammatory;

9.1.3 promotes violence or illegal activity;

9.1.4 promotes or encourages illegal activity;

9.1.5 discriminates on the basis of race, gender, group or class, or sexual orientation;

9.1.6 is intended to cause harm, discomfort, or inconvenience to another person;

9.1.7 is calculated to deceive [(including any false claims or comparisons concerning the subject of the Paid Ad or any other advertisement or Advertiser or any other person)];

9.1.8 is intended to infringe (or threaten to infringe) the rights of another person or otherwise uses their personal data in a way that infringes (or threatens to infringe) the rights of another person;

9.1.9 misleadingly represents your identity or a person or entity, or a parody or caricature of a person or entity, or falls within any of the categories of this sub-Clause 9.1);

9.1.10 implies any fact or opinion where none exists;

such reasons, We will inform you in advance of the suspension, explaining why it is necessary. <insert period>>, the] OR [The] availability of your Paid Ad will be suspended for a period equivalent to the length of the suspension (or We tell you that it is going to last) for more than 30 days. The suspension is described below in sub-Clause 8.6.

For Our Site, you may do so by <<insert brief description>>. This removal will also revoke the licence granted to Us to use that Paid Ad for caching or referral purposes. The removal will be unavailable (or may be unavailable) at all where they are outside of Our reasonable control. Clause 8.6 will not be affected by the removal. You will remain free to remove your Paid Ad of other cancellations.

We are not responsible for the accuracy of, or for any opinions, views, or values expressed in any such opinions, views, or values are those of the relevant person, not reflect Our opinions, views, or values in any way. We do not have any involvement in, Paid Ads, and We accept no responsibility for any actions taken, or for any products or services provided by any advertiser.

submit or otherwise do anything that:

defamatory, or otherwise inflammatory;

illegal activity;

way defamatory of, any person, race, gender, religion, nationality, disability,

threaten, harass, annoy, alarm, or otherwise cause harm, discomfort, or inconvenience to another person;

ely to deceive [(including any false claims or comparisons concerning the subject of the Paid Ad or any other advertisement or Advertiser or any other person)];

infringe (or threaten to infringe) the rights of another person or otherwise uses their personal data in a way that infringes (or threatens to infringe) the rights of another person;

n or otherwise misrepresents your identity or a person or entity, or a parody or caricature of a person or entity, or falls within any of the categories of this sub-Clause 9.1);

where none exists;

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9.1.11 infringes, or
rights (includ
and databas

9.1.12 is in breach
limited to, co

9.2 [Paid Ads for the fo

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9.2.2 <<add furthe

9.3 We reserve the righ
Our Site if you mat
will be given in the
may take one or mo

9.3.1 issue you wi

9.3.2 take legal p
relevant cos

9.3.3 take further

9.3.4 disclose suc
as We deem

9.3.5 any other ac

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

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

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

d/or services may not be posted:

d>>.]

your Paid Ad and your access to
ons of this Clause 9. No refunds
on or termination. In addition, We
s:

for reimbursement of any and all
resulting from your breach;

as appropriate;

enforcement authorities as required or
and/or

reasonably appropriate (and lawful).

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

10. Problems with Our Service a

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

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

Rights

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

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 the
subject to [sub-Cl
arising due to some
will remain free to
date[, as applicable

11.2 [If you purchase a
mistake)], please in
purchase, remove y

our Paid Ad at any time, however
2 (outlining your rights to cancel
cannot offer any refunds [and you
d up until the [renewal or] expiry
the Contract will end.

r allow your Paid Ad to renew by
period>>, and We will cancel the
a full refund. If you do not inform

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Us within <<insert p
Paid Ad will rema
renewal] date.]

able to offer any refund and your
u 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
hosting of your Paid Ad) 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
is effective from the
prefer to contact Us

l under this Clause 11, you may
ay you wish, however for your
n Our Site <<insert link>> and will
. Cancellation by email or by post
d Us your message. If you would
e use the following details:

11.4.1 Telephone: <

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 prov

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 when
that We make a refu

using the same payment method
ad [unless you specifically request
hod].

12. Ending the Contract Because

What We Have Done (or Will Do)

- 12.1 You may end the
forthcoming change
agree to. If the cha
[or renewal] date o
equal to the time re
or apply to you unt
will end on the expi

if We have informed you of a
ese Terms of Sale that you do not
or apply to you before the expiry
issue you with a pro-rated refund
. If the change will not take effect
date of your Paid Ad, the Contract
no refund will be due.

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

Paid Ad 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
Clause 14.2.6 for n
We will issue you w

ol occurs [and continues for more
Contract immediately. See sub-
end the Contract for this reason,
nd>> refund.

- 12.4 If We inform you of
the Contract as a re
for this reason, We

your Paid Ad and you wish to end
mediately. If you end the Contract
sert type of refund>> refund.

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- 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 details of your legal rights as a consumer, please refer to your local Citizens Advice Bureau or Consumer's Office.
- 12.6 If you wish to exercise your right to cancel under this Clause 12, you may inform Us of your decision to cancel in any way you wish, however for your convenience We offer the option to cancel through Our Site <<insert link>> and will include [a link to] it in the email that we send you. If you would prefer to contact Us directly to cancel, please provide the following details:
- 12.6.1 Telephone: <<insert telephone number>>;
- 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 details of the contract you wish to cancel.
- 12.7 [We may ask you to provide certain information to help us to process your cancellation. We may use any answers you provide to improve our services. However please note that you are under no obligation to provide any such information if you do not wish to.]
- 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.
- 12.9 Refunds under this Clause 12 will be made using the same payment method that you used when you made the original payment, and [unless you specifically request otherwise, we will not be liable to pay interest on any such refund].

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 only recoverable if it is a direct result of Our breach or negligence or if it is contemplated by the contract at the time the contract is created. 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 or damage, whether direct or indirect, arising out of or in connection with the contract between you and Us, We will not be liable to you, except in respect of (a) death or personal injury caused by negligence, (b) breach of statutory duty, or (c) fraud, dishonesty, or fraudulent misrepresentation; or for any loss of business, interruption to business, or any indirect or consequential loss.
- 13.3 If you are a business, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract with Us or otherwise, shall not exceed £<<insert sum>> or <<insert percentage>>% of the value of the contract between you under the contract in question, whichever is the greater.
- 13.4 Nothing in these Terms of Sale shall limit or exclude Our liability for death or personal injury caused by negligence (including that of Our employees, agents, or sub-contractors), or for fraud, dishonesty, or fraudulent misrepresentation; or for any loss of business, interruption to business, or any indirect or consequential loss which cannot be excluded or restricted by law.
- 13.5 In particular, nothing in these Terms of Sale shall seek to limit consumers' legal

rights. If you are a consumer, you may obtain more information about your legal rights can be obtained from your local consumer protection bureau or Trading Standards Office.

14. Events Outside of Our Control

14.1 We will not be liable for any delay in performing Our obligations where that failure is caused by any cause that is beyond Our reasonable control. Such causes are not limited to: power failure, internet service provider outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence (threatened or actual), acts of war (declared, undeclared or preparations for war), epidemic or other natural disaster that is beyond Our reasonable control.

14.2 If any event described in sub-Clause 14.1 occurs that is likely to adversely affect Our performance under these Terms of Sale:

14.2.1 We will inform you as soon as reasonably possible;

14.2.2 We will take all reasonable steps to minimise the delay;

14.2.3 To the extent possible, we will minimise the delay, Our affected obligations under the Contract will be suspended (and therefore the Contract) will be extended accordingly that We are bound by will be

14.2.4 We will inform you as soon as reasonably possible outside of Our control is over and we will resume services or availability as necessary;

14.2.5 If the event continues for more than <<insert time period>> after the Contract and inform you of the cancellation. We will pay you as a result of that cancellation within 14 calendar days of the date on which the Contract is cancelled and will be refunded by the payment method that you used when purchasing your goods. You may specifically request that We make a refund using the original payment method.

14.2.6 If an event occurs [and continues for more than <<insert time period>>] you may wish to cancel the Contract as a result, you may do so in accordance with sub-Clause 12.3.

15. Contacting Us

15.1 If you wish to contact Us for questions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

15.2 For matters relating to the Contract, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

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

16. **Complaints and Feedback**

16.1 We always welcome your feedback and all reasonable endeavours to resolve your complaint. Ours is a positive organisation and we 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>>.

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

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

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

16.3.3 [Using Our <<insert contact form>> form;]

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

customers and, whilst We always use your experience as a customer of Us, we would like to hear from you if you have any feedback.

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

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

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

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

g the instructions included with the <<insert contact form>> form;]

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

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

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

(Data Protection)

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

18. **Other Important Terms**

18.1 We may transfer (assign) all or part of our rights and obligations under these Terms of Sale (this may happen, for example, if we are sold or our business is sold). You will be informed by Us in writing of any such transfer and Our obligations under these Terms of Sale will remain bound by the terms of the original agreement.

and rights hereunder to a third party (this may happen, for example, if we are sold or our business is sold). If this occurs, you will be informed by Us in writing of any such transfer and Our obligations under these Terms of Sale will remain bound by the terms of the original agreement.

18.2 You may not transfer (assign) all or part of your rights and obligations under these Terms of Sale without Our express written permission. We may permit the assignment if <<insert reasons>>.

ons and rights hereunder without Our express written permission. We may permit the assignment if <<insert reasons>>.

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

not intended to benefit any other person or party. No person or party other than you will be entitled to enforce any provision of these Terms of Sale.

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

f Sale are found to be unlawful, void, or otherwise unenforceable by a court or other authority, that / those provisions shall be severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

18.5 No failure or delay in performance of any provision of these Terms of Sale means that We will waive any subsequent breach of any provision of these Terms of Sale.

f 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 subsequent breach of any provision of these Terms of Sale.

18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as to <<insert details>> Ad, We will give you reasonable advance notice of the changes.

ne to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as to <<insert details>> Ad, We will give you reasonable advance notice of the changes.

not happy with them (see clause 2.1 above).

19. **Law and Jurisdiction**

- 19.1 These Terms of Sale shall govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.
- 19.2 If you are a consumer, any dispute arising from or in connection with these Terms of Sale, the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Scotland, or Northern Ireland, as determined by your residence.
- 19.3 If you are a business, any dispute arising from or in connection with these Terms of Sale, 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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