

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site, together with any other documents that may be referred to in these terms of use governing your use of Our Site. It is recommended that you save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on <<insert date>>. [The following changes were made: <<insert details>>]

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree with these Terms and Conditions, you must stop using Our Site immediately.

The following document[s] are referred to below in these Terms and Conditions:

- Our Privacy Policy, in Parts 3 and 15.
- [Our Cookie Policy, in Part 15.]
- [Our Acceptable Use Policy, in Part 15.]

We do not sell goods, services or information through Our Site. No Part of Our Site constitutes a contract for the sale of [goods] AND/OR [services or information] provided for general information and conditions or contracts. These Terms and Conditions apply to sales conducted <<insert details>> and do not relate to

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions have the following meanings:

“Contact Tools”

“Content”

“We/Us/Our”

2. Information About Us

2.1 Our Site is operated by <<insert name>>. [We are a limited company registered in <<insert details>>]

carefully and ensure that you understand them before using Our Site, together with any other documents that may be referred to in these terms of use governing your use of Our Site. It is recommended that you save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on <<insert date>>. [The following changes were made: <<insert details>>]

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree with these Terms and Conditions, you must stop using Our Site immediately.

The following document[s] are referred to below in these Terms and Conditions:

- Our Privacy Policy, in Parts 3 and 15.
- [Our Cookie Policy, in Part 15.]
- [Our Acceptable Use Policy, in Part 15.]

We do not sell goods, services or information through Our Site. No Part of Our Site constitutes a contract for the sale of [goods] AND/OR [services or information] provided for general information and conditions or contracts. These Terms and Conditions apply to sales conducted <<insert details>> and do not relate to

In these Terms and Conditions, the following expressions have the following meanings:

“Contact Tools” means the communications facility that We provide on Our Site enabling you to contact Us, including, but not limited to, contact forms and live chat.

“Content” means text, images, audio, video, scripts, databases, and any other form of digital content, whether or not being stored on a computer that is accessible to the public, in whole or in part, of Our Site; and

“We/Us/Our” means <<insert business name>>.

2.1 Our Site is operated by <<insert name>>. [We are a limited company registered in <<insert details>>]

	registered in England or Wales, please insert company number <<insert company number>>. Our registered address is <<insert registered address>> and Our main trading address is <<insert main trading address>>.] OR [Our address is <<insert address>>.]	
2.2	[Our VAT number is <<insert VAT number>>.]	
2.3	[We are regulated by <<insert regulator(s)>>.]	
2.4	[We are a member of <<insert association(s) etc.>>.]	
2.5	[We are an investment <<insert investment>>]	
2.6	[Please note that Our <<insert information>> is being wound up.]	
2.7	[<<insert further information>>]	
3.	How to Contact Us and Your Complaints	Tools
3.1	To contact Us by email, please email Us at <<insert email address>> or to contact Us by telephone, please call Us on <<insert telephone number>>.	
3.2	We provide the following methods for you to contact Us: <ul style="list-style-type: none"> • <<insert Complaints form, live chat etc.>> 	
3.3	When using Our Complaints Process, Our Acceptable Usage Policy and the following rules apply to anything that: <ul style="list-style-type: none"> a) [is sexually explicit or obscene]; b) [is in any way sexually abusive or promotes sexual abuse material]; c) [is obscene, defamatory, libellous, hateful, or otherwise inflammatory]; d) [promotes violence]; e) [promotes, encourages or glorifies terrorism]; f) [promotes or encourages illegal or unlawful activity]; g) [is defamatory or libellous]; h) [bullies, insults, intimidates or humiliates another person]; i) [discriminates on the basis of race, ethnicity, nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age]; j) [is intended to threaten, harass, annoy, alarm, or otherwise cause inconvenience to another person]; k) [is calculated to deceive]; l) [is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal information in a way that they do not have a right to]; m) [misleadingly represents your identity or a person or entity, where such misrepresentation is calculated to deceive [(obvious misrepresentation is not a breach of this definition provided that they do not breach any of the standards in this Part 3)]; 	

- n) implies any or any other party where there is none;
- o) infringes, or the right of, the intellectual property rights (including copyright, designs, patents, trade marks, and other rights) of Us or any other party;
- p) is in breach of a duty of confidentiality owed to another party including, but not limited to, confidentiality of information or trade secrets of confidence[.] OR [;]
- q) [<<add further details>>.]
- 3.4 We may monitor and analyze the use of Our Site made using Our Contact Tools.
- 3.5 Any personal information collected, used, and otherwise (including but not limited to name and contact details) will be subject to Our Privacy Policy, available from <<insert link>>.
4. **Access to Our Site**
- 4.1 Access to Our Site is available to you.
- 4.2 It is your responsibility to ensure that you have the technical requirements necessary in order to access Our Site.
- 4.3 Access to Our Site is available to you on an “as available” basis. We may suspend or discontinue access to any part of it at any time. We do not guarantee that access to Our Site (or any part of it) will be available or that access to it will be uninterrupted. [If We suspend or discontinue access to any part of it, We will try to give you reasonable notice of such suspension or discontinuation.]
5. **Changes to Our Site**
- We may alter and update Our Site at any time [without notice] [or with notice]. [If We make any [significant] alterations to Our Site (or any part of it), We will try to give you reasonable notice of such alterations.]
6. **Changes to these Terms and Conditions**
- 6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be posted on this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, your use of Our Site after the changes have been implemented will apply to your use of Our Site. We advise you to check this page every time you use Our Site.
- 6.2 If any part of the current Terms and Conditions conflicts with any previous version, the current version shall prevail unless We explicitly state otherwise.
7. **[International Users]**
- Our Site is intended for use by you in your home country only. We do not warrant or

represent that Our Site or its Content may be used in other locations or are suitable for use in other locations.]]

8. How You May Use Our Site

- 8.1 [All Content including any third party trademarks, patents, copyright and other intellectual property rights in the Content has been licensed by Us, unless specifically labelled otherwise. Our Site is protected by applicable United Kingdom and international copyright laws and treaties.]
- 8.2 You may access, view and use Our Site using a web browser (including any web browser plug-in or software or app) and you may cache Our Site for caching (this usually occurs automatically).
- 8.3 You may print one or more copies of any page(s) from Our Site for personal use only.
- 8.4 You may not modify, create derivative works from, or otherwise use Our Site, its Content, Images, video, audio, or any other material downloaded from Our Site must not be used separately from the original source.
- 8.5 Our status as the licensor of the Content on Our Site (or that of any third party licensors, as applicable) must always be acknowledged.
- 8.6 You may not use Our Site or its Content for commercial purposes without obtaining a licence from Us (or Our licensors, as applicable) and use of Our Site for commercial purposes by business users or consumers.]]

OR

- 8.1 [All Content including any third party trademarks, patents, copyright and other intellectual property rights in the Content has been licensed by Us, unless specifically labelled otherwise. Our Site is protected by applicable United Kingdom and international copyright laws and treaties.]
- 8.2 You may access, view and use Our Site using a web browser (including any web browser plug-in or software or app) and you may cache Our Site for caching (this usually occurs automatically).
- 8.3 You may print copies of any page(s) from Our Site [for personal use].
- 8.4 [Our status as the licensor of the Content on Our Site (or that of any third party licensors, as applicable) must always be acknowledged.]
- 8.5 [You may not use Our Site or its Content for commercial purposes without obtaining a licence from Us (or Our licensors, as applicable) and use of Our Site for commercial purposes by business users or consumers.]]
- 8.6 [Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Material' (which includes exceptions allowing certain uses of copyright material for non-commercial research; criticism, review, and reporting; accessibility; time-shifting; and

Intellectual Property Rights)

the copyright and other intellectual property rights in the Content has been licensed by Us, unless specifically labelled otherwise. Our Site is protected by applicable United Kingdom and international copyright laws and treaties.

a web browser (including any web browser plug-in or software or app) and you may cache Our Site for caching (this usually occurs automatically).

acts of any page(s) from Our Site

downloaded extracts in any way. Our Site must not be downloaded from Our Site must not be used separately from the original source.

the Content on Our Site (or that of any third party licensors, as applicable) must always be acknowledged.

downloaded] from Our Site for commercial purposes without obtaining a licence from Us (or Our licensors, as applicable) and use of Our Site for commercial purposes by business users or consumers.

the copyright and other intellectual property rights in the Content has been licensed by Us, unless specifically labelled otherwise. Our Site is protected by applicable United Kingdom and international copyright laws and treaties.

a web browser (including any web browser plug-in or software or app) and you may cache Our Site for caching (this usually occurs automatically).

s of any page(s) from Our Site [for personal use].

the Content on Our Site (or that of any third party licensors, as applicable) must always be acknowledged.]

r downloaded] from Our Site for commercial purposes without obtaining a licence from Us (or Our licensors, as applicable) and use of Our Site for commercial purposes by business users or consumers.

imits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Material' (which includes exceptions allowing certain uses of copyright material for non-commercial research; criticism, review, and reporting; accessibility; time-shifting; and

parody, caricature,
[Intellectual Property](#)

information is available from the UK

9. Links to Our Site

- 9.1 [You may link to the homepage of Our Site. Linking to other pages on Our Site requires our express written permission.] **OR** [You may only link to the homepage of Our Site. Linking to other pages on Our Site requires our express written permission.]
- 9.2 Links to Our Site must not be used in a way that is likely to damage or harm the reputation of Our Site.
- 9.3 You must not link to Us (where there is no link from Us to you) or to a third party (where there is none).
- 9.4 Your link should not contain Our marks or trademarks displayed on Our Site.
- 9.5 [You must not frame Our Site on another website without Our express written permission.]
- 9.6 [You may not link to a website the main content of which is unlawful; obscene; inappropriate; dishonest; defamatory; discriminatory; that promotes violence, racial hatred, or terrorism; or that We deem to be otherwise unlawful.]

10. Links to Other Sites

- 10.1 Links to other websites are provided on Our Site. Unless expressly stated, We accept no responsibility or liability for the content of those websites.
- 10.2 The inclusion of a link to another website on Our Site is for information purposes only and does not constitute an endorsement of that website or of its owners, operators, or content.

11. Disclaimers

- 11.1 Nothing on Our Site should be taken as professional advice on which you should rely. It is provided for general information purposes only. [Professional or specialist advice should always be sought before taking any action relating to <<describe the type of action>> to which your website relates>>.]
- 11.2 To the extent permitted by law, We make no warranties, representations, or disclaimers for Content on Our Site. We make reasonable efforts to ensure that the Content is accurate and up to date, but We make no warranty (express or implied) that this will be the case.
- 11.3 If you are a business, we make no implied representations, warranties, or disclaimers for Content on Our Site and Content.
- 11.4 As set out above, the Content is not intended to constitute a contractual offer capable of acceptance for goods, services, or digital content through Our Site. The Content is provided for general information purposes only.

11.5 We make every representation and description of [goods] on Our Site corresponds to the actual goods [digital content] available.

- a) [There may be differences between goods pictured on Our Site and the actual goods received by you and the actual digital content. Such differences may be due to differences in colours due to the different devices used to view Our Site. [Other differences may include <<insert possible minor differences>>.] Product weights and, where possible, dimensions may differ slightly from those indicated to <<insert reasons>>.] Product packaging may differ from the actual packaging received by you.]
- b) There may be differences between goods described on Our Site and the actual goods received by you and the actual digital content. Such changes may be due to changes in applicable laws and regulatory requirements. Such changes may affect your use of the goods. [More significant changes may be made from time to time [<<insert examples>>].] For further information on goods and your related rights, please refer to Our Site or contact us at <<insert link or other location>> [or <<insert phone number>>].]
- c) [[There may be differences between services described on Our Site and the actual services provided to you. The exact nature of the services may vary depending upon your individual requirements. [More significant changes may be made from time to time [<<insert examples>>].] For further information on services and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]
- d) There may be differences between services described on Our Site and the actual services provided to you. Such changes may be due to changes in applicable laws and regulatory requirements. Such changes may affect your use of the services. [More significant changes may be made from time to time [<<insert examples>>].] For further information on services and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]
- e) [[There may be differences between digital content described on Our Site and the actual digital content available, including <<insert examples>>. Such discrepancies that may occur>> due to changes in applicable laws and regulatory requirements. Such changes may affect your use of the digital content. [More significant changes may be made from time to time [<<insert examples>>].] For further information on digital content and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]
- f) There may be differences between digital content described on Our Site and the actual digital content available, including <<insert examples>>. Such discrepancies that may occur>> due to changes in applicable laws and regulatory requirements. Such changes may affect your use of the digital content. [More significant changes may be made from time to time [<<insert examples>>].] For further information on digital content and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]

ensure that all representations and descriptions of [goods] AND/OR [digital content] shown on Our Site corresponds to the actual goods AND/OR [services] AND/OR [digital content] available. Such discrepancies that may occur as follows:

between goods pictured on Our Site and the actual goods received by you and the actual digital content. Such differences may be due to differences in colours due to the different devices used to view Our Site. [Other differences may include <<insert possible minor differences>>.] Product weights and, where possible, dimensions may differ slightly from those indicated to <<insert reasons>>.] Product packaging may differ from the actual packaging received by you.]

between goods described on Our Site and the actual goods received by you and the actual digital content. Such changes may be due to changes in applicable laws and regulatory requirements. Such changes may affect your use of the goods. [More significant changes may be made from time to time [<<insert examples>>].] For further information on goods and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]

between services described on Our Site and the actual services provided to you. The exact nature of the services may vary depending upon your individual requirements. [More significant changes may be made from time to time [<<insert examples>>].] For further information on services and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]

between services described on Our Site and the actual services provided to you. Such changes may be due to changes in applicable laws and regulatory requirements. Such changes may affect your use of the services. [More significant changes may be made from time to time [<<insert examples>>].] For further information on services and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]

between digital content described on Our Site and the actual digital content available, including <<insert examples>>. Such discrepancies that may occur>> due to changes in applicable laws and regulatory requirements. Such changes may affect your use of the digital content. [More significant changes may be made from time to time [<<insert examples>>].] For further information on digital content and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]

between digital content described on Our Site and the actual digital content available, including <<insert examples>>. Such discrepancies that may occur>> due to changes in applicable laws and regulatory requirements. Such changes may affect your use of the digital content. [More significant changes may be made from time to time [<<insert examples>>].] For further information on digital content and your related rights, please refer to Our Site or contact us at <<insert link or other location>>].]

12. Our Liability

- 12.1 Nothing in these Terms and Conditions excludes or restricts Our liability for death or personal injury resulting from negligence, or liability which cannot be lawfully excluded or restricted.
- 12.2 If you are a business using Our Site in the course of your business or for commercial purposes, We accept no liability for damage, whether foreseeable or otherwise, in contract (including the use of Our Site or the use of Content included on Our Site), for breach of statutory duty, or otherwise, arising from the use of Our Site or the use of Content included on Our Site.
- 12.3 If you are a business, We do not accept liability for loss of profit, sales, opportunity, goodwill, or reputation; interruption; or for any indirect or consequential loss or damage.
- 12.4 [Our Site is intended for use only.] If you are a consumer, you agree that [you will use Our Site for commercial or business purposes and that] We shall not be liable for any business losses as set out in these Terms and Conditions.
- 12.5 [Subject to Part 12.6,] We do not accept liability for consumer and digital content from a device belonging to you, where, with reasonable skill and care, We will not be able to prevent the damage.
- 12.6 [Note that the right to repair in Part 12.5 will be lost if the damage in question was caused by failure to follow advice or update; if the damage resulted from your failure to meet the minimum system requirements provided by Us for the device in question were not met.]

13. Viruses, Malware, and Security

- 13.1 We exercise reasonable care to ensure that Our Site is secure and free from viruses and malware. We do not guarantee that this is the case.
- 13.2 You are responsible for protecting your hardware, software, data, and other information from internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other harmful material which is maliciously harmful either to or via Our Site.
- 13.4 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.
- 13.5 You must not attempt to launch a denial of service attack, a distributed denial of service attack, or any other means.
- 13.6 By breaching the provisions of Part 13.5, 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 fully with them. You agree to disclosing your identity to them. Your right to use Our Site will be terminated immediately in the event of such a breach.

14. Acceptable Usage of Our Site

- 14.1 [In addition to these Terms and Conditions, Our Acceptable Usage Policy, available at <<insert link>> applies to your use of Our Site and, in particular, your use of Our Site as explained in Part 3.]
- 14.2 You may only use Our Site for the purposes set out in our Acceptable Usage Policy:
- a) You must comply with any and all local, national, and international laws and regulations that apply;
 - b) You must not use Our Site in any way, or for any purpose, that is prohibited by applicable law;
 - c) You must not knowingly send, upload, or in any other form of virus or other malware or otherwise adversely affect computer hardware, software, or data.
- 14.3 If you fail to comply with these Terms and Conditions, We may take one or more of the following actions in response:
- a) Suspend or terminate your access to Our Site;
 - b) Issue you with a cease and desist order;
 - c) Take legal proceedings for reimbursement of any and all costs incurred by Us, including reasonable legal fees and/or costs resulting from your breach;
 - d) Take further action as appropriate;
 - e) Disclose such information to law enforcement authorities as required or permitted by applicable law and/or
 - f) Any other action that We deem to be reasonably appropriate (and lawful).
- 14.4 We hereby exclude any and all liability (including, but not limited to, consequential damages) from above in Part 14.3) in response to your breach.

15. How We Use Your Personal Information

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 and Conditions available from <<insert link>>].

16. [Communications from Us]

- 16.1 If We have your contact information, We may contact you from time to time. Such contact may include, but not limited to, changes to Our Site and Our Terms and Conditions, and you important notices by email.
- 16.2 We will not send you any marketing emails without your express consent. If you do not consent, you may opt out of any time. All marketing emails from Us, it may take up to <<insert period>> for the opt out to take effect and you may continue to receive emails during this period.
- 16.3 For questions or comments regarding our communications from Us, please contact Us using the details set out in our Contact Us page.

17. **Law and Jurisdiction**

- 17.1 These Terms and Conditions govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.
- 17.2 If you are a consumer, we shall not derogate from any mandatory provisions of the law in your country, and any provision in Part 17.1 takes away from or restricts the operation of any such mandatory provisions.
- 17.3 If you are a consumer, any controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any of its provisions (contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.
- 17.4 If you are a business, any controversy, proceedings, or claim arising out of or in connection with these Terms and Conditions or to the enforcement of any of its provisions (contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

S

A

M

P

L

E