

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 the terms of use governing your use of Our Site (collectively, the "Terms and Conditions"). 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. [You must also agree to these Terms and Conditions if you sign up for <<insert service>>.]

The following documents are incorporated into these Terms and Conditions:

- Our Privacy Policy, in Parts [3,] 7 and 18;
- [Our Cookie Policy, in Part 19.]
- Our Acceptable Use Policy, referred to below in Part 18.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

"Account"

["Contact Tools"

"Content"

"Our Site"

"User"

"User Content"

carefully and ensure that you understand them before using Our Site, together with any other documents that may be referred to in the terms of use governing your use of Our Site (collectively, the "Terms and Conditions"). 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. [You must also agree to these Terms and Conditions if you sign up for <<insert service>>.]

Our Site:

<<insert link>>. This is also referred to below as "Our Site".

<<insert link>>. This is also referred to below as "Our Site".

at <<insert link>>. This is also referred to below as "Our Site".

In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

required to access certain features of Our Site, as set out in Part 7;

communications facility that We provide on Our Site enabling you to contact Us. This includes, but is not limited to, contact forms and live chat.

text, images, audio, video, scripts, databases, and any other form of digital content, regardless of whether it is being stored on a computer that is part of, Our Site;

<<insert website address>>, and "Our Site" also refers to all Content on Our Site, unless expressly stated otherwise.

Our Site;

(s) of user content supported>>, "User Content" refers to all Content on Our Site; and

“We/Us/Our”

Business name>>.

2. Information About Us

- 2.1 Our Site is operated by [Business name>>]. [We are a limited company registered in England and Wales with company number <<insert company number>>. Our registered address is <<insert registered address>> and Our main trading address is <<insert 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 company.]
- 2.6 [Please note that Our Site is not intended for use by persons being wound up.]
- 2.7 [<<insert further information>>.]

3. How to Contact Us [and Your Complaints Resolution 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 tools to help you to contact Us:
- <<insert Complaints Resolution Tools>> form, live chat etc.>>
- 3.3 When using Our Complaints Resolution Tools, the following rules apply to anything that you submit to Us by any other means, [Our Acceptable Usage Policy, <<insert link>>, applies.] **OR** [the following rules apply to anything that you submit to Us by any other means, communicate, submit, or otherwise do anything that:
- a) [is sexually explicit or obscene];
 - b) in any way suggests, promotes, or depicts child sexual abuse material; or
 - c) is obscene, defamatory, abusive, libelous, hateful, or otherwise inflammatory;
 - d) promotes violence or terrorism;
 - e) promotes, encourages, or supports acts of terrorism;
 - f) promotes or depicts unlawful activity;
 - g) is defamatory or abusive;
 - h) bullies, insults, or intimidates another person;
 - i) discriminates on the basis of race, ethnicity, national origin, sex, sexual orientation, gender identity, or any other protected characteristic; or
 - j) is intended to threaten, harass, annoy, alarm, or otherwise harm 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;

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- m) misleadingly represents your identity or a trademark or service mark, or parodies are permitted, provided that they do not breach any applicable laws or standards in this Part 3);
- n) implies any affiliation with Us or any other party where there is none;
- o) infringes, or otherwise violates, the intellectual property rights (including trademarks, patents, designs, and copyright) of Us or any other party;
- p) is in breach of any applicable laws or standards, limited to, but not limited to, the following: [.] OR [;]
- q) [<<add further details >>].]

3.4 We may monitor and control the use of Our Site made using Our Contact Tools.

3.5 Any personal information that you provide to Us, whether via Our Contact Tools or otherwise (including your name and contact details) will be collected, used, and stored in accordance with your rights and Our obligations under data protection laws. [<<insert link>>]. Our Privacy Policy, available from

4. Access to Our Site

- 4.1 Access to Our Site is subject to the terms and conditions set forth in this Agreement.
- 4.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is provided on a "best effort" basis and 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 will be available or that access to it will be uninterrupted. [If We suspend or discontinue access to Our Site (or 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 [<<insert brief description of potential revisions >>]. [If We make any [significant] alterations to Our Site (or any part of it), We will try to give you reasonable notice of the 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 [and We will inform you by <<insert method of notification>>]. To these Terms and Conditions will apply to your use of Our Site after the changes have been implemented. You agree to review and accept the changes by <<insert method of acceptance>> and 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. Accounts

- 7.1 Certain features on Our Site may require an Account.
- 7.2 Only Users aged <<insert age>> or older may create an Account. [If you are under the age of <<insert age>>, you may not use the features on Our Site that require an Account. You must create the Account for you under the supervision of a parent or guardian.]
- 7.3 When creating an Account, the information you provide must be accurate and complete. If any of the information is false, it is your responsibility to ensure that your Account is accurate.
- 7.4 We [recommend] that you choose a strong password for your Account, consisting of at least 8 characters, e.g. "a combination of lowercase letters, uppercase letters, numbers and symbols" >>.
- 7.5 It is your responsibility to keep your Account details safe. [You must not share your Account details with anyone you believe your Account is being accessed by without their permission, please [change your password immediately] [and/or] [contact Us using the details above in Part 11].]
- 7.6 You must not use a false or misleading email address [without their permission].
- 7.7 All personal information you provide on your Account will be collected, stored, used, and held in a secure manner in accordance with Our obligations under data protection law, as set out in Our Privacy Policy, available from <<insert link>>.
- 7.8 If you wish to delete your Account, you may do so at any time. If you delete your Account, you will lose access to the features on Our Site requiring an Account. It will result in the removal of your information from Our Site. We will provide a detailed explanation of what will happen to the user's information and deletion of personal information. For further details about the retention and deletion of personal information, please refer to Our Privacy Policy, available from <<insert link>>.
- 7.9 If you delete your Account, any Content that you have shared on Our Site will [also be deleted]. For a description of what will happen to the user's User Content, please refer to Our Privacy Policy, available from <<insert link>>.
- 7.10 We may disable your Account if, in Our reasonable opinion, you have breached these Terms and Conditions, including, but not limited to, Our Acceptable Usage Policy.

8. [International Users]

Our Site is intended for use in <<insert country>> only. We do not warrant or represent that Our Site or its features are suitable for use in other locations or are suitable for use in other locations.

9. How You May Use Our Site (Intellectual Property)

- 9.1 [With the exception of Content licensed by Us, unless specifically stated otherwise, all Content included on Our Site (including but not limited to User Content) is protected by intellectual property rights in <<insert country>> (we refer to Part 11), all Content included on Our Site (including but not limited to User Content) is protected by intellectual property rights in <<insert country>> other intellectual property rights in <<insert country>> owned or licensed by Us, unless specifically stated otherwise.]

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applicable United Kingdom intellectual property laws and treaties.

9.2 Users retain the ownership and all other intellectual property rights in their User Content and any part of any User Content which is owned by them. In any case, Users must obtain express permission for such use (including the User Content). For information on the use of User Content, see Part 11.

9.3 You may access, view, and use Our Site using a web browser (including any web browser software or app) and you may download Our Site Content for caching (this usually occurs automatically).

9.4 You may print one or more copies of any page(s) from Our Site for personal use only.

9.5 You may download any Content from Our Site where We clearly indicate that it is available for personal use only.

9.6 You may view and use (including, where applicable, download, save, and modify) User Content and any part of any User Content and] subject to the permissions [displayed with that User Content and] s

9.7 You may not otherwise copy, reproduce, copies, downloaded extracts, or download or save any Content, including images, video, audio, or any other Content downloaded from Our Site, which must not be used separately from the accompanying text.

9.8 You may not use any Content (including User Content) from Our Site for commercial purposes without a licence from Us, Our licensors, or the relevant User Content. This does not prevent the normal access, viewing, and use of Content for information purposes by business users or consumers.

9.9 You may not systematically download Content (including User Content) from Our Site to create a pile any form of comprehensive collection, compilation, or database without Our express written permission (or the permission of the relevant User).

9.10 Unless expressly stated otherwise in our Terms and Conditions or on Our Site, you may not otherwise use, copy, reproduce, sell, rent, sub-licence, store, or distribute any Content from Our Site without Our express written permission (or the permission of the relevant User). For further information about the re-use of Content, please Contact Us using the details provided above in Part 11.

9.11 Our status as the owner of any Content on Our Site (or that of any identified licensors or contributors) must always be acknowledged.]

OR

9.1 [With the exception of Content that is specifically labelled otherwise, all Content included on Our Site (including User Content) is protected by applicable United Kingdom intellectual property laws and treaties.

9.2 Users retain the ownership and all other intellectual property rights in their User Content and any part of any User Content which is owned by them. In any case, Users must obtain express

- permission for such on the use of User Content (including the User Content). For information on the use of User Content, see Part 11.
- 9.3 You may access, view and use Our Site via a web browser (including any web browsing capability of software or app) and you may download Our Site for caching (this usually occurs automatically).
- 9.4 You may print copies of any page(s) from Our Site [for personal use].
- 9.5 You may download Content from Our Site where We clearly indicate that it is available for personal use only].
- 9.6 You may view and use (including, where applicable, download and save) User Content in accordance with the [displayed with that User Content and] set out below in Part 11.
- 9.7 [You may not use User Content (including User Content) from Our Site for commercial purposes or the relevant User Content] without a licence from Us, Our licensors, or the relevant User Content. This does not prevent the normal access, viewing, and use of information purposes by business users or consumers.
- 9.8 [You may not systematically download Content (including User Content) from Our Site to compile any form of comprehensive collection, compilation or database without Our express written permission (or the permission of the relevant User Content).]
- 9.9 [Unless expressly stated otherwise in our Terms and Conditions or on Our Site, you may not otherwise re-use, copy, reproduce, distribute, sell, rent, sub-licence, store, or in any other manner use the Content on Our Site without Our express written permission (or the permission of the relevant User Content). For further information about the re-use of Content, please Contact Us using the details provided above in Part 11.]
- 9.10 [Our status as the sole authorised licensor of the Content on Our Site (or that of our licensors) must always be acknowledged.]
- 9.11 [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 and private study; teaching; criticism, review, and reporting; parody, caricature, and pastiche; accessibility; time-shifting; and information is available from the UK Intellectual Property Office website: <http://www.copyright.gov.uk/>).
- 10. User Content**
- 10.1 User Content on Our Site includes any Content submitted by you (the User Content) to Our Site (<<insert appropriate text>>).
- 10.2 An Account is required to submit User Content to Our Site.
- 10.3 All User Content submitted to Our Site by you (the User Content) must comply with the content standards set out in Our Acceptable Usage Policy, available at <<insert appropriate URL>>.
- 10.4 You warrant that you will not submit User Content to Our Site that is in breach of 10.3 and the content standards set out in Our Acceptable Usage Policy to the fullest extent permissible by law.

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law, indemnify Us for any loss or damage

10.5 We are not responsible for your sole responsibility

10.6 All User Content is referred to Part 11 for licensing.

10.7 We may reject, reclaim Our sole opinion, it

10.8 We have the right to claim that any User property rights (including

10.9 User Content is not on Site. The opinions, views, are those of the relevant values.

10.10 We do not store any

10.11 If you wish to make use using the details provided explanation of how we developed, enforce metrics and take-down

10.12 If you wish to remove description of method Content may not be unavailable where the

11. User Content, Your Rights

11.1 User Content on Our rights in that User Content or has been licensed User Content is protected intellectual property

11.2 You (or your licensee) Content and all associated Content to Our Site transferrable, royalty-free, syndicate, publish, derivative works from the extent necessary

11.3 [Users have the right to reproduce, and create for [non-commercial

OR

11.3 [Subject to the right to otherwise copy, display, create derivative works obtaining the express

warranty. You will be responsible for any loss or damage as a result of such a breach.

User Content submitted to Our Site. It is the responsibility of your User Content.

essential and non-proprietary. Please contact Us for intellectual property rights and

User Content from Our Site where, in accordance with Our Usage Policy.

to a third party if that third party claims that any User Content infringes their intellectual property rights (including copyright) or their right to privacy.

by Us before it is displayed on Our Site. The opinions, views, expressed in User Content on Our Site do not represent Our opinions, views, or

User Content, please contact Us at [insert contact details] [insert reference or link to an external website, and how your guidelines are developed, enforce metrics and take-down

you may do so by [insert brief description of method] [insert reference or link to an external website, and how your guidelines are developed, enforce metrics and take-down

11.2 User Rights (Intellectual Property)

right and other intellectual property rights in that User Content, unless otherwise labelled otherwise, belongs to the User along with that User Content. All rights are reserved under United Kingdom and international

maintain the ownership of your User Content and all associated property rights. When you submit User Content to Our Site, you grant an unconditional, non-exclusive, fully transferrable, royalty-free, syndicate, publish, reproduce, distribute, prepare derivative works from the extent necessary [insert reference or link to an external website, and how your guidelines are developed, enforce metrics and take-down

publicly perform, publicly display, or create derivative works from the extent necessary [insert reference or link to an external website, and how your guidelines are developed, enforce metrics and take-down

as set out above in Part 9, Users may not copy, display, reproduce, or create derivative works from the extent necessary [insert reference or link to an external website, and how your guidelines are developed, enforce metrics and take-down

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- ### 13. Links to Other Sites

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owners, operators, or licensors, and we are not responsible for any damage caused with it.

14. **[Advertising**

14.1 We may feature a link to an advertiser's website. We are not responsible for the content of any advertisement, including, but not limited to any errors, inaccuracies, or omissions. [We are not responsible for any damage caused by using. [<<Insert business name(s)>>] OR [Each advertiser is responsible for its own advertising material. For further information about an advertiser, please refer to <<insert link(s)>>].] OR [Each advertiser is responsible for its own advertising material. For further information about an advertiser, please refer to <<insert links relevant to each advertiser>>].

14.2 We may feature a link to an advertiser's website. You agree that you will not use any User Content to promote or hide any advertising displayed on our website or by any other method.]

15. **Disclaimers**

15.1 Nothing on Our Site should be taken as an offer of advice on which you should rely. It is provided for general information 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>>].]

15.2 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate, and up-to-date. To the extent permitted by law, We make no warranties (express or implied) that this will always be true.

15.3 If you are a business user, we make no implied representations, warranties, or guarantees as to Our Site and Content.

16. **Our Liability**

16.1 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.

16.2 If you are a business user, we accept no liability for any damage, whether foreseeable or otherwise, in connection with the use of Our Site or the use of Our Content (including User Content) arising from the use of Our Site or the use of Our Content (including User Content).

16.3 If you are a business user, we accept no liability for loss of profit, sales, opportunity, goodwill, or reputation; or for any indirect or consequential loss or damage.

16.4 [Our Site is intended for use only.] If you are a consumer, you agree that [you will not use Our Site for commercial or business purposes and that] We shall not be liable for any business losses as set out above.

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16.5 [Subject to Part 16.6, we will not be liable for any damages (including direct, indirect, special, incidental, or consequential damages) from Our Site or a device belonging to you or any third party, even if we have been advised of the possibility of such damages, if the damage is caused by Our failure to use reasonable skill and care to prevent or compensate you or repair the damage.

16.6 [Note that the right to repair in Part 16.5 will be lost if the damage in question was caused or avoided by following advice or instructions from Us or a third party, or update; if the damage resulted from your failure to follow the minimum system requirements provided by Us for the device in question were not met.]

17. Viruses, Malware, and Security

17.1 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.

17.2 You are responsible for protecting your hardware, software, data, and other information from virus and internet security risks.

17.3 You must not deliberately introduce any virus or other malware, or any other harmful material which is maliciously harmful either to or via Our Site.

17.4 You must not attempt to gain unauthorized access to any part of Our Site, the server on which Our Site is hosted, or any other server, computer, or database connected to Our Site.

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

17.6 By breaching the provisions of Part 17.5, 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 disclose your identity to them immediately in the event of such a breach.

18. Acceptable Usage of Our Site

18.1 In addition to these Terms and Conditions, Our Acceptable Usage Policy, available at <<insert URL>>, governs the use of Our Site.

18.2 You may only use Our Site for the purposes set out below:

- You must comply with any and all local, national, and international laws, regulations, and standards that apply;
- You must not use Our Site for any purpose, that is unlawful or for any purpose that is prohibited by law, or for any purpose, that is in breach of any applicable law, regulation, or standard;
- You must not use Our Site to knowingly send, upload, or in any other way transmit any virus or other malware or any other material that is maliciously harmful either to or via Our Site, or to adversely affect computer hardware, software, or data.

18.3 If you fail to comply with the provisions of this Part 18 and/or Our Acceptable Usage Policy, you will be in breach of these Terms and Conditions. We may take one or more of the following actions in response:

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- a) Suspend or restrict your access to Our Site;
 - b) Issue you with a cease and desist order;
 - c) Take legal proceedings against you for reimbursement of any and all costs and/or damages, including reasonable legal fees, resulting from your breach;
 - d) Take further action against you as appropriate;
 - e) Disclose such information to enforcement authorities as required or permitted by law and/or
 - f) Any other action that We consider reasonably appropriate (and lawful).
- 18.4 We hereby exclude liability for any and all actions that We may take (including, but not limited to, those set out above in Part 18.3) in response to your breach.

19. 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 from <<insert link>> [and Our Terms and Conditions available from <<insert link>>].

20. Communications from Us

- 20.1 If We have your contact details, and you have an Account, We may send you important notices from time to time. Such notices may relate to changes to Our Site or to these Terms and Conditions, or to other matters.
- 20.2 We will not send you marketing emails without your express consent. If you do not give us your consent at any time. All marketing emails from Us include an unsubscribe link. Unsubscribing options can also be changed at any time. [If you opt out of emails from Us, it may take up to 14 days for your request to take effect and you may continue to receive emails at that time.]
- 20.3 For questions or comments about our communications from Us, please contact Us using the details in our contact page.

21. Law and Jurisdiction

- 21.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.
- 21.2 If you are a consumer, these Terms and Conditions shall not override any mandatory provisions of the law in your country, and any provision in Part 21.1 that takes away from or restricts your rights under such law shall be null and void.
- 21.3 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 contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.
- 21.4 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 contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as the case may be.

subject to the exclusive jurisdiction of the courts of England and Wales.

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