

BACKGROUND:

These Terms of Sale, together with the terms under which Paid Content is sold through this website, <<insert website name>> (the "Terms of Sale") set out the terms under which you will be required to read and accept these Terms of Sale. If you do not agree to comply with and accept these Terms of Sale, you will not be able to purchase a Subscription and access Paid Content through Our Site, as well as any and all Contracts and

Documents referred to herein, set out the terms under which Paid Content, including Paid Content Options, is sold by Us to consumers through Our Site (the "Terms of Sale"). Please read these Terms of Sale carefully before purchasing a Subscription. You must agree to these Terms of Sale when ordering a Subscription. If you do not agree to these Terms of Sale, you will not be able to purchase a Subscription through Our Site. These Terms of Sale, together with the terms under which Paid Content is sold, are the only

1. Definitions and Interpretation

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

"Contract"

"Paid Content"

"Subscription"

"Subscription Confirmation"

"Subscription ID"

"We/Us/Our"

otherwise requires, the following meanings:

the purchase of a Subscription to access Paid Content, as explained in Clause 6;

Paid Content sold by Us through Our Site;

access to Our Site providing access to

confirmation and confirmation of your Subscription;

the number for your Subscription;

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

2. Information About Us

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

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

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

2.4 [<<insert further information>>].

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

regulator(s)>>].

association(s) etc.>>].

3. Age Restrictions

Consumers may only purchase

access Paid Content through Our

Site if they are at least <<in

4. Business Customers

These Terms of Sale do
accessing Paid Content in
please consult our Business

ers purchasing Subscriptions and
[If you are a business customer,
link>>.]

5. Subscriptions, Paid Content

ability

5.1 [We make all re
Subscriptions and
Subscription and P
that due to <<inse
that may occur>>.]

ensure that all descriptions of
from Us correspond to the actual
receive. [Please note, however,
minor differences or discrepancies

5.2 [Please note that
mistakes due to
discrepancies. Ple
Content is incorrect

not exclude Our responsibility for
part and refers only to minor
if your Subscription or the Paid

5.3 We may from time t
any Subscription t
subsequent renewa
price at least <<inse
do not agree to suc
sub-Clause 12.1.

s. Changes in price will not affect
purchased but will apply to any
/e will inform you of any change in
change is due to take effect. If you
cancel the Contract as described in

5.4 Minor changes may
example, to reflect c
address technical c
characteristics of th
that Paid Content.
of the Paid Content

made to certain Paid Content, for
and regulatory requirements, or to
e changes will not alter the main
uld not normally affect your use of
s made that would affect your use
be provided to you.

5.5 In some cases, as c
make more signific
inform you at least
effect. If you do n
described in sub-Cl

content descriptions, We may also
d Content. If We do so, We will
ore the changes are due to take
you may cancel the Contract as

5.6 Where any updates
to match Our desc
Subscription to acc
prevent Us from e
original description.

ent, that Paid Content will continue
o you before you purchased your
Please note that this does not
tent, thereby going beyond the

5.7 We make all reason
correct at the time
updated every <<in
that you have alrea
however).

at all prices shown on Our Site are
ricing information is reviewed and
es in price will not affect any order
sub-Clause 5.11 regarding VAT,

5.8 All prices are chec
event that We have
writing to inform yo
shown when you
amount and continu

accept your order. In the unlikely
information, We will contact you in
e correct price is lower than that
will simply charge you the lower
If the correct price is higher, We

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- description of your Subscription after you immediately and make all you may, however, have the right to inform you of such an error and you to sub-Clause 12.4.

- For any ordered changes between your order and taking payment, you will be charged the time of placing your order.

M

- ss of purchasing a Subscription.
be given the opportunity to review
that you have checked your order

- Us with incorrect or incomplete information is possible. If We are unable to provide complete information, We will contact you to give us the accurate or complete information. If your request, We will cancel your order. We will not be responsible for any damages that results from you providing

- ual offer capable of acceptance. constitutes a contractual offer that We acknowledgement of receipt of your d it.] Our acceptance is indicated ion by email. Only once We have ere be a legally binding Contract

- following information:

- dered including full details of the
ion and Paid Content available as

- Subscription including, where applicable, postage and handling charges;

- including the start date, and the

- ent that the Paid Content will be
and that you will lose your legal

- | | |
|------------------------------------|---|
| Digital Content Subscription (B2C) | 3 |
|------------------------------------|---|

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right to chan
as detailed b

upon accessing the Paid Content

6.4.6 <<insert add

quired>>.

6.5 In the unlikely even
reason, We will exp
circumstances. If V
you as soon as pos

or cannot fulfil your order for any
payment will be taken under normal
any such sums will be refunded to
thin <<insert period>>.

6.6 Any refunds under t
in any event within
the refund occurs.

ed to you as soon as possible, and
day on which the event triggering

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

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

7. Payment

7.1 Payment for Subsc
payment method wi
Subscription Confir
shown a message c

made in advance. Your chosen
process your order and send you a
curs immediately and you will be
].

7.2 We accept the follow

t on Our Site:

7.2.1 <<insert pay

7.2.2 <<insert pay

7.2.3 <<insert pay

7.2.4 <<add furthe

required>>;

7.3 If you do not make
access to the Paid
8.5. If you do not
We may cancel the
and payable.

s on time, We will suspend your
mation, please refer to sub-Clause
<insert period>> of Our reminder,
ng sums due to Us will remain due

7.4 If you believe that V
Us at <<insert em
know. You will
suspended.

o incorrect amount, please contact
as reasonably possible to let us
aid Content while availability is

8. Provision of Paid Content

8.1 Paid Content app
immediately when V
to be available for t
or until you end the

ription will be available to you
ion Confirmation and will continue
scription (including any renewals),

8.2 When you place an
acknowledge that y
immediately. You
accessing (e.g. dow
legal right to cancel
see sub-Clause 11.

, you will be required to expressly
ent to be made available to you
o expressly acknowledge that by
ne Paid Content, you will lose your
(the “cooling-off period”). Please

8.3 In some limited circ

d to suspend the provision of Paid

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Content (in full or in part)

the following reasons:

8.3.1 To fix technical errors or make necessary minor technical changes;

make necessary minor technical

8.3.2 To update the Content with relevant changes in the law or other regulatory requirements;

y with relevant changes in the law

8.3.3 To make modifications to the Paid Content, as described above in sub-Clause 12.1.

to the Paid Content, as described

8.4 If We need to suspend the availability of the Paid Content set out in sub-Clause 12.1, We will notify you in advance of the suspension and explain why it is necessary (e.g. a technical problem, a dangerous problem with the Paid Content, in which case We will suspend the Paid Content as soon as reasonably possible and your Subscription period equivalent to the length of the suspension [(unless the suspension is less than <<insert period>>)]). If the suspension is more than <<insert period>>, We will tell you that it is going to last) for the period of the suspension. If the suspension is more than <<insert period>>, We will tell you that it is going to last) for the period of the suspension. If the suspension is more than <<insert period>>, We will tell you that it is going to last) for the period of the suspension.

paid Content for any of the reasons set out in sub-Clause 12.1, We will notify you in advance of the suspension and explain why it is necessary (e.g. a technical problem, a dangerous problem with the Paid Content, in which case We will suspend the Paid Content as soon as reasonably possible and your Subscription period equivalent to the length of the suspension [(unless the suspension is less than <<insert period>>)]). If the suspension is more than <<insert period>>, We will tell you that it is going to last) for the period of the suspension. If the suspension is more than <<insert period>>, We will tell you that it is going to last) for the period of the suspension.

8.5 We may suspend provision of the Paid Content on time from you. If you do not pay the subscription fee, however if you do not pay the subscription fee, We may suspend provision of the Paid Content until We have received all outstanding sums due to Us. If you do not pay the subscription fee, We may suspend provision of the Paid Content until We have received all outstanding sums due to Us. If you do not pay the subscription fee, We may suspend provision of the Paid Content until We have received all outstanding sums due to Us.

Content if We do not receive payment of the subscription fee. If you do not pay the subscription fee, however if you do not pay the subscription fee, We may suspend provision of the Paid Content until We have received all outstanding sums due to Us. If you do not pay the subscription fee, We may suspend provision of the Paid Content until We have received all outstanding sums due to Us.

8.6 Any refunds under this Clause will be made to you as soon as possible, and in any event within 14 days of the date on which the event triggering the refund occurs.

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

8.7 Refunds under this Clause will be made to you as soon as possible, and in any event within 14 days of the date on which the event triggering the refund occurs.

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

9. Licence

9.1 When you purchase the Paid Content, We will grant you a limited, non-exclusive licence to access and use the relevant Paid Content for your personal, non-commercial purposes. The licence granted to you will not include any rights in Our Paid Content (including any material) that We have obtained from third parties.

ss Paid Content, We will grant you a limited, non-exclusive licence to access and use the relevant Paid Content for your personal, non-commercial purposes. The licence granted to you will not include any rights in Our Paid Content (including any material) that We have obtained from third parties.

9.2 The licence granted to you under Clause 9.1 is subject to the following usage restrictions and conditions:

se 9.1 is subject to the following usage restrictions and conditions:

9.2.1 You may not copy, reproduce, modify, create derivative works, republish, share, broadcast or otherwise transmit (or any part of it) or make it available to third parties, except as permitted under the Copyright Designs and Patents Act 1988 (the 'Copyright Act').

sh, republish, share, broadcast or otherwise transmit (or any part of it) or make it available to third parties, except as permitted under the Copyright Designs and Patents Act 1988 (the 'Copyright Act').

9.2.2 <<Insert additional restrictions as required>>.

permissions as required>>.

10. Problems with the Paid Content

- 10.1 By law, We must provide Paid Content that is of satisfactory quality, fit for purpose, and as described. If the Paid Content is not satisfactory, you may be entitled to a refund. We will try to resolve the problem as quickly as possible to inform you of our available remedies will be as follows:
- 10.1.1 If the Paid Content is defective, you will be entitled to a repair or a replacement.
- 10.1.2 If We cannot repair or replace the Paid Content within a reasonable time, you may be entitled to a refund.
- 10.1.3 If you can demonstrate that the Paid Content has damaged your device or other digital content, and We have not used reasonable care and skill to prevent this, you may be entitled to a repair or compensation. Please refer to sub-clause 10.2 for more information.
- 10.2 [Please note that We will only be liable for this Clause 10 if We informed you of the fault(s) or defect(s) before you accessed it and it was not caused by you. For example, if the Paid Content has now caused the problem (for example, if the Paid Content is an alpha or beta version and We have warned you that it may contain bugs that could harm your device or has caused the Paid Content for an unsuitable purpose), or if the Paid Content has resulted in damage to your device or other digital content, or if the problem has resulted in damage to your device or other digital content, or if the problem is the result of personal or careless damage.]
- 10.3 If there is a problem with the Paid Content, please contact Us at <<insert contact details>> or visit Our Site <<insert link>> to inform our customer services department of the problem.
- 10.4 Refunds (whether in the form of reductions in price) under this Clause 10 will be made within 14 calendar days of the day on which We agree that you are entitled to a refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that you used when you purchased the Paid Content [unless you specifically request that We make the refund by a different method].
- 10.6 For further information, please contact your local Citizens' Advice Bureau or Consumer Office.

11. Cancelling Your Subscription

- 11.1 If you are a consumer, you will have a legal right to a "cooling-off" period within which you can cancel your contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you a copy of the Contract Confirmation (i.e. when the Contract is signed or when you access (e.g. download or stream) the Paid Content). You will have 14 calendar days after the date of Our Contract Confirmation to cancel your contract for any reason.
- 11.2 After the cooling-off period, you may cancel your Subscription at any time, however subject to the terms of Clause 12, We cannot offer any refund. You will retain access to the Paid Content for the remainder of your contract term until the renewal or expiry date, as

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applicable), whereu

11.3 If you purchase a S
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access any Paid Co
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will be able to can
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able to offer any r
Content for the ren
date, as applicable)

11.4 If you wish to exer
inform Us of your
convenience We of
include [a link to] it
or by post is effect
you would prefer t
details:

11.4.1 Telephone: <<ins

11.4.2 Email: <<ins

11.4.3 Post: <<inse

In each cas
telephone nu

11.5 [We may ask you v
you provide to imp
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11.6 Refunds under this
any event within 14
wish to cancel.

11.7 Refunds under this
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request that We ma

12. Your Other Rights to End

12.1 You may end the
forthcoming change
sub-Clauses 5.3 or
the change is set to
Subscription, We w
time left in that Sub
until the expiry of y
that Subscription p
Content until that da

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

12.3 If there is a risk that

or allow your Subscription to renew
s possible and do not attempt to
ve not accessed any Paid Content
appropriate) of the Subscription We
issue a full refund. If you have
scription has started, We will not be
inue to have access to the Paid
on (up until the renewal or expiry

l under this Clause 11, you may
ay you wish, however for your
n Our Site <<insert link>> and will
onfirmation. Cancellation by email
ch you send Us your message. If
cancel, please use the following

er>>;

ur name, address, email address,
ID.

cancel and may use any answers
services, however please note that
etails if you do not wish to.]

to you as soon as possible, and in
y on which you inform Us that you

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

if We have informed you of a
the Paid Content (as described in
of Sale that you do not agree to. If
you before the end of your current
ated refund equal to the remaining
will not take effect or apply to you
the Contract will end at the end of
inue to have access to the Paid

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

Content will be significantly delayed

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because of events immediately. If you <<insert type of refu

rol, you may end the Contract s reason, We will issue you with a

12.4 If We inform you of the Paid Content and immediately. If you <<insert type of refu

description of your Subscription or ontract as a result, you may end it s reason, We will issue you with a

12.5 You also have a leg of it. You may also For more details of Bureau or Trading S

act at any time if We are in breach partial refund and compensation. refer to your local Citizens Advice

12.6 Refunds under this on which your ca method that you specifically request

within 14 calendar days of the date ective, using the same payment your Subscription [unless you sing a different method].

12.7 If you wish to exerc so in any way you v form on Our Site Subscription Confirm please use the follo

under this Clause 12, you may do nvenience We offer a cancellation ll include [a link to] it with the er to contact Us directly to cancel,

12.7.1 Telephone: <

er>>;

12.7.2 Email: <<ins

12.7.3 Post: <<inse

address, email address, telephone

12.8 [We may ask you v you provide to imp you are under no ob

cancel and may use any answers ervices, however please note that etails if you do not wish to.]

13. Our Liability to Consumer

13.1 We will be responsi as a result of Our result of Our neglig consequence of Ou Us when the Contr damage that is not f

loss or damage that you may suffer of Sale (or the Contract) or as a is foreseeable if it is an obvious or if it is contemplated by you and not be responsible for any loss or

13.2 Our Paid Content warranty or represe or industrial use of loss of business, opportunity.

commercial use only. We make no tent is fit for commercial, business liable to you for any loss of profit, s, or for any loss of business

13.3 If, as a result of Ou content (including b device or other dig damage or pay you be liable under this

sonable care and skill, any digital tent) from Our Site damages your to you, We will either repair the ion. Please note that We will not

13.3.1 We have in designed to

blem and provided a free update plied the update; or

S

13.3.2 The damage caused by your own failure to follow Our instructions;

your own failure to follow Our

13.3.3 Your device does not meet the minimum system requirements that We have specified in the Terms of Use of before you purchased your Subscription.

ant minimum system requirements of before you purchased your

13.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by the negligence of Our agents or sub-contractors.

it or exclude Our liability for death or personal injury (including that of Our employees, agents or sub-contractors) caused by fraudulent misrepresentation.

13.5 Nothing in these Terms shall limit or exclude Our liability as a consumer. For more information, please refer to your local Citizens Advice Bureau.

clude or limit your legal rights as a consumer. For more information, please refer to your local Citizens Advice Bureau.

14. Contacting Us

14.1 If you wish to contact Us, you may do so by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

questions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

14.2 For matters relating to your Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

ur Subscription, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

14.3 For matters relating to the Terms of Use, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

ase contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>. For more information, please refer to the Terms of Use Clauses above.

15. Complaints and Feedback

15.1 We always welcome your feedback and comments. We will use all reasonable endeavours to resolve any complaint you make. Our aim is a positive outcome for you. We will not accept any liability for any loss or damage caused by a complaint.

tomers and, whilst We always use all reasonable endeavours to resolve any complaint you make, We cannot accept any liability for any loss or damage caused by a complaint.

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

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

15.3 If you wish to contact Us, you may do so by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

of your dealings with Us, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert address>>.

15.3.1 [In writing, please send your complaint to <<insert address>>];

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

15.3.2 [By email, please send your complaint to <<insert email address>>];

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

15.3.3 [Using Our complaint form, please send your complaint to <<insert address>>];

g the instructions included with the complaint form, please send your complaint to <<insert address>>];

15.3.4 [By contacting <<insert telephone number>> (and following the instructions included with the complaint form, please send your complaint to <<insert address>>);

<<insert telephone number>> [and following the instructions included with the complaint form, please send your complaint to <<insert address>>];

16. How We Use Your Personal Data

(Data Protection)

We will only use your personal data for the purposes set out in Our Privacy Policy, available at <<insert link to Privacy Policy>> and Our Cookie Policy <<insert link to Cookie Policy>>.

ut in Our Privacy Policy, available at <<insert link to Privacy Policy>> and Our Cookie Policy <<insert link to Cookie Policy>>.

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Policy>>].

17. Other Important Terms

- 17.1 We may transfer (and you may assign) all or part of our obligations and rights under these Terms of Sale (and under the Contract) 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. Your obligations and rights under these Terms of Sale (and the Contract) will not be affected and you will remain bound by them.
- 17.2 [You may not transfer or assign your obligations and rights under these Terms of Sale (and under the Contract) without our express written permission. We may not permit the transfer or assignment in some circumstances>>.]
- 17.3 The Contract is between Us and you. No other person or third party will be entitled to enforce any provision of these Terms of Sale.
- 17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by a court or other authority, that/those provision(s) shall be severed and the remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in enforcing any provision of these Terms of Sale means that We will waive any subsequent breach of that provision.
- 17.6 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, We will give you reasonable advance notice of the changes (by email or otherwise). If you are not happy with them, you can cancel (see Clause 12.1 above).

18. Law and Jurisdiction

- 18.1 These Terms and Conditions, and the relationship between you and Us, shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 18.2 If you are a consumer, you may not rely on those provisions of the law in your country which would otherwise apply to you if you were not a consumer. In Sub-Clause 18.1 above takes precedence over any mandatory provisions of the law in your country.
- 18.3 If you are a consumer, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.
- 18.4 If you are a business, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].