

BACKGROUND:

These Terms of Sale set out the conditions under which Subscriptions, is sold by Us through Our Site, <<insert website address>> (“Our Site”). We want to ensure that you understand these Terms of Sale, and are required to read and accept them before you can do not agree to comply with them, you will not be able to purchase a Subscription through Our Site. These Terms of Sale, as well as a

which Paid Content, accessed via Our Site, is sold by Us through this website, <<insert website address>> (“Our Site”). We want to ensure that you understand these Terms of Sale carefully and are required to read and accept them before you can purchase a Subscription. You will be required to read and accept 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 are in the English language only.

1. Definitions and Interpretation

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

otherwise requires, the following meaning:

“Contract”

the purchase of a Subscription to Our Site, as explained in Clause 6;

“Data Protection Legislation”

the Data Protection legislation in force from time to time in the United Kingdom applicable to data processing, including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland, by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 and regulations made under it; the Privacy and Electronic Communications Regulations 2003 as amended;

“Paid Content”

Content sold by Us through Our Site;

“Subscription”

access to Our Site providing access to

“Subscription Confirmation”

the receipt and confirmation of your Subscription;

“Subscription ID”

the unique number for your Subscription;

“We/Us/Our”

<<insert business name>> [, a company registered under <<insert company registration number>> and whose 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 address>> [<<insert business name>>],

is owned and] operated by <<insert business name>> registered in England under <<insert company registration number>>

- company number>> address is <<insert registered address>> and where it is located is] **OR** [of] <<insert 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>>].
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 Our Terms of Use <<insert link>>. Please ensure that you read them carefully and that you understand them.
4. **Business Customers and Suppliers**
- 4.1 These Terms of Sale apply to Business Customers only. These Terms of Sale do not apply to individuals purchasing Paid Content for personal use (that is, not in connection with their trade, business, craft, or profession). [If you are a Business Customer, please consult our Consumer Terms of Sale <<insert link>>].
- 4.2 These Terms of Sale apply to the agreement between Us and you with respect to your purchase of Paid Content from 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 hereunder.
5. **Subscriptions, Paid Content and Availability**
- 5.1 We may from time to time change the price of any Subscription to which you are subscribed but any change in price at least <<insert period>> before we will inform you of any change in price and the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Clause 11.1.
- 5.2 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical changes. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of the Paid Content. We make no representation that any changes made that would affect your use of the Paid Content will be provided to you.

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5.3 In some cases, as described in sub-Clause 5.2, We may update the content descriptions, We may also make more significant changes to the Content. If We do so, We will inform you at least 14 days before the changes are due to take effect. If you do not agree with the changes, you may cancel the Contract as described in sub-Clause 11.4.

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5.4 Where any updates to the Content are made, that Paid Content will continue to match Our description of the Content to you before you purchased your Subscription to access the Content. Please note that this does not prevent Us from editing the Content, thereby going beyond the original description.

5.5 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 <<in writing>>. Price changes in price will not affect any order placed before the sub-Clause 5.9 regarding VAT, however).

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5.6 All prices are checked for accuracy. In the unlikely event that We have made a pricing error, we will write to inform you of the error. If the correct price is lower than that shown when you placed your order, We will simply charge you the lower price. If the correct price is higher, We will give you the option to accept the order at the correct price or to cancel your order. If you do not respond within 7 days of it). We will not proceed with processing your order if you do not respond. If We do not receive a response from you within 7 days of it), We will treat your order as cancelled and notify you accordingly.

5.7 If We discover an error in the description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if the error is significant. We will inform you of such an error and you do wish to cancel the Contract, please contact Us within 7 days of sub-Clause 11.4.

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5.8 If the price of a Subscription changes between your order being placed and taking payment, you will be charged the price shown on Our Site at the time of placing your order. Subsequent Subscriptions will be charged at the new price.

5.9 Prices on Our Site are shown inclusive of [and inclusive of VAT]. If the VAT rate changes after your order is placed and Us taking payment, the amount of VAT will be automatically adjusted when taking payment.

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6. Orders – How Contracts are formed

6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your order, you will be given the opportunity to review your order and amend it. We will ensure that you have checked your order carefully before submitting it.

6.2 If, during the order process, you provide Us with incorrect or incomplete information, please inform Us as possible. If We are unable to process your order due to incomplete information, We will contact you to ask to correct the information. If you do not provide Us the accurate or complete information within a reasonable time, We will cancel your order and treat the Contract as terminated. We will not be responsible for any

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- delay in the availability of the Content that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase Content constitutes a contractual offer that We acknowledge receipt of your order and accept it. [We acknowledge receipt of your order and accept it.] Our acceptance is indicated by Us sending you a Confirmation by email. Only once We have sent you a Subscription Confirmation there be a legally binding Contract between Us and you.
- 6.4 Subscription Confirmation
- 6.4.1 Your Subscription
- 6.4.2 Confirmation including full details of the main characteristics of the Content and Paid Content available as part of it;
- 6.4.3 Fully itemised list of the Content and Paid Content available as part of the Subscription including, where appropriate, the applicable charges;
- 6.4.4 The duration of the Subscription including the start date, and the [expiry] AND
- 6.4.5 <<insert additional information required>>.
- 6.5 In the unlikely event that We cannot fulfil your order for any reason, We will expeditiously refund any payment taken under normal circumstances. If you request that We make a refund, any such sums will be refunded to you.
- 6.6 Any refunds due under this Clause will be issued to you as soon as possible, and in any event no later than 14 days of the day on which the event triggering the refund has occurred.
- 6.7 Refunds under this Clause will be made using the same payment method that you used when you made the Subscription [unless you specifically request that We make a refund using a different method].

7. Payment

- 7.1 Payment for Subscription Content will be made in advance. Your chosen payment method will be used to process your order and send you a Subscription Confirmation [including the renewal date] OR [not more than <<insert period>> before the start of the Subscription].
- 7.2 Payments due under this Clause will 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 required>>;
- 7.4 If you do not make a payment on time, We will suspend your access to the Paid Content. For further information, please refer to sub-Clause

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8.4. If you do not
We may cancel the
and payable.

<insert period>> of Our reminder,
ing sums due to Us will remain due

7.5 If you believe that V
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suspended.

an 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
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or until the Contract

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

8.2 In some limited circ
Content (in full or in

ed to suspend the provision of Paid
the following reasons:

8.2.1 To fix tech
changes, as

make necessary minor technical
Clause 5.2;

8.2.2 To update th
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y with relevant changes in the law
s described above in sub-Clause

8.2.3 To make me
above in sub

o the Paid Content, as described

8.3 If We need to susp
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and explain why it
urgent or emergen
Content, in which c
after suspension).
and your Subscrip
the suspension [(
period>>)]. If the
more than <<insert
sub-Clause 11.2.

aid Content for any of the reasons
you in advance of the suspension
e need to suspend availability for
dangerous problem with the Paid
as soon as reasonably possible
ed while availability is suspended
period equivalent to the length of
suspension is less than <<insert
tell you that it is going to last) for
the Contract as described below in

8.4 We may suspend p
on time from you.
however if you do
We may suspend
outstanding sums
Content, We will in
any Paid Content w

tent if We do not receive payment
he non-payment on the due date,
n <<insert period>> of Our notice,
ontent until We have received all
o suspend provision of the Paid
sion. You will not be charged for
ed.

9. Licence

9.1 When you purchase
a limited, non-exclu
and use the releva
granted to you does
material that We ma

as Paid Content, We will grant you
on-sublicensable licence to access
commercial purposes. The licence
in Our Paid Content (including any
es).

9.2 The licence granted

se 9.1 is subject to the following

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usage restrictions a

9.2.1 [Subject to <...>
sell, publish,
Content (or
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9.2.2 <<Insert add

you] OR [You] may not copy, rent,
cast or otherwise transmit the Paid
available to the public except as
ns and Patents Act 1988 (Chapter
ght Works').

permissions as required>>.

10. Ending Your Subscription

10.1 You may cancel y
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Subscription We wil
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Paid Content for th
expiry date, as appl

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

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ur rights to cancel arising due to
y refunds and you will continue to
the remainder of your current
y date, as applicable), whereupon

ce (or allow your Subscription to
on as possible and do not attempt
ou have not accessed any Paid
al date, as appropriate) of the
subscription and issue a full refund.
e the Subscription has started, We
will continue to have access to the
scription (up until the renewal or

l under this Clause 10, 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

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ur name, address, email address,
ID.

cancel and may use any answers
ervices, 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].

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- In each case, the telephone number is provided.

- 11.9 Refunds under this
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request that We ma

12.1 Subject to sub-Clause

If we have informed you of a change to the Paid Content (as described in the Terms of Sale) that you do not agree to, the Terms of Sale will not take effect or apply to you until the end of your current payment period. If you do not agree to the change, your access to the Paid Content will end at the end of your current payment period. You will not be able to continue to have access to the Paid Content.

significantly delayed because of the Contract immediately. See If you end the Contract for this e of refund>> refund.

act at any time if We are in breach
partial refund and compensation.

If under this Clause 11, you may say you wish, however for your On Our Site <<insert link>> and will confirmation. If you would prefer to following details:

ur name, address, email address,
ID.

cancel and may use any answers services, however please note that details 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 description [unless you specifically want a different method].

liable to you, whether in contract,

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If you would like to cancel, please use the following details:

Telephone: <<insert telephone number>>;

Email: <<insert email address>>;

Post: <<insert address>>;

In each case, please provide your name, address, email address, telephone number and any other details. Any refunds due to you as a result of such cancellation will be made using the same method of payment as was used when ordering your Subscription, unless you specify a different method of payment.

directly to cancel, please use the

er>>;

ur name, address, email address, telephone number and any other details. Any refunds due to you as a result of such cancellation will be made using the same method of payment as was used when ordering your Subscription, unless you specify a different method of payment.

14. Communication and Contact

14.1 If you wish to contact Us by telephone, please call the number <<insert telephone number>>, or 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>>.

14.3 For matters relating to the Terms and Conditions, please contact Us 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>>.

ur Subscription, 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>>.

15. Complaints and Feedback

15.1 We always welcome your feedback and comments. We will always use all reasonable endeavours to resolve any complaint you make. Our aim is to hear from you if you have any comments or suggestions for improvement.

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

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

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

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

15.3.3 [Using Our online feedback form;]

15.3.4 [By contacting Us on <<insert telephone number>> [and choosing option <<insert option number>>] when prompted.]]

tomers and, whilst We always use all reasonable endeavours to resolve any complaint you make. Our aim is to hear from you if you have any comments or suggestions for improvement.

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

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

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

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

g the instructions included with the form;]

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

16. **How We Use Your Personal Data (Data Protection)**

16.1 All personal data that we collect, process, and hold in accordance with the applicable data protection legislation and your rights thereunder.

16.2 For complete details of our processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of your rights and how to exercise them (where applicable), please refer to Our Privacy Policy [and Cookie Policy] <<insert link to Cookie Policy>>

17. **Other Important Terms**

17.1 We may transfer (assign) 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 acquired by another company). If this occurs, you will be informed by Us in writing. Your obligations under the Terms of Sale will not be affected and our obligations under the Contract will be transferred to the third party who will remain bound by the Terms of Sale.

17.2 You may not transfer (assign) our obligations and rights under these Terms of Sale (and under the Contract) to a third party without Our express written permission. We may enforce any provision of these Terms of Sale against you if <<insert reasons>>.

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

17.4 If any of the provisions of these Terms of Sale or otherwise unenforceable, that / those provisions shall be severed from the remainder of these Terms of Sale. The remainder 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 any provision of these Terms of Sale.

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 by posting details of how to cancel if you are not happy with them on our website).

18. **Law and Jurisdiction**

18.1 These Terms of Sale constitute the entire agreement between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, English law.

18.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matter arising out of or associated therewith (whether contractual or otherwise) shall be referred to the exclusive jurisdiction of the courts of England and Wales.

(Data Protection)

collected, processed, and held in accordance with the applicable data protection legislation and your rights thereunder.

processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of your rights and how to exercise them (where applicable), please refer to Our Privacy Policy [and Cookie Policy] <<insert link to Cookie Policy>>

and rights under these Terms of Sale (and under the Contract) to a third party (this may happen, for example, if We are acquired by another company). If this occurs, you will be informed by Us in writing. Your obligations under the Terms of Sale will not be affected and our obligations under the Contract will be transferred to the third party who will remain bound by the Terms of Sale.

ons and rights under these Terms of Sale (and under the Contract) to a third party without Our express written permission. We may enforce any provision of these Terms of Sale against you if <<insert reasons>>.

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

le are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be severed from the remainder of these Terms of Sale. The remainder shall be valid and enforceable.

of Our rights under these Terms of Sale means that We will waive any subsequent breach of any provision of these Terms of Sale.

ne 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 by posting details of how to cancel if you are not happy with them on our website).

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