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and all other documents referred to on this website, <<insert name of the Terms and Conditions carefully read and agree to comply with and be bound by these Terms and Conditions upon your first use of Our Site] you agree to these Terms and Conditions when you use the Site. You agree to comply with and be bound by these Terms and Conditions immediately.

the context otherwise requires, the meanings:

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required for a User to access the Site, as detailed in Clause 4:

text, images, audio, video, scripts, databases and any other form of information, or of being stored on a computer that is part of, Our Site;

forum hosted on Our Site:

Forum on Our Site (and includes  
such posts including, but not  
types of content users may post>>);

communications infrastructure that through Our Site either now or in the future may include, but is not limited to, live chat and Forums:

Site: and

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

owned and] operated by <<insert  
registered in England under <<insert  
address is <<insert registered  
is is] **OR** [of] <<insert address>>.  
>.]

owned and] operated by <<insert  
registered in England under <<insert  
address is <<insert registered  
is is] **OR** [of] <<insert address>>.  
>.]

regulator(s)&gt;&gt;.1

association(s) etc.>>.]

2.4 [ <<insert further info

### 3. Access to Our Site

3.1 Access to Our Site

3.2 It is your responsibility to make any necessary arrangements necessary in order to access Our Site.

3.3 Access to Our Site may be interrupted from an "as available" basis. We may alter, suspend or change any part of it) at any time and without notice. We may change in any way if Our Site (or any part of it) is unavailable at any time or period.

### 4. Accounts

4.1 Certain parts of Our Site (e.g. to submit Posts to a Forum) may require an Account.

4.2 You may not create an Account if you are under <<insert age>> years of age. [If you are under <<insert age>> years of age and wish to use the parts of Our Site that require an Account, your parent or guardian should create the Account for you and supervise your use.]

4.3 When creating an Account, the information you provide must be accurate and complete. If any information changes at a later date, it is your responsibility to ensure it is kept up-to-date.

4.4 We [require] **OR** [require] you to choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols" >>. It is your responsibility to keep your password confidential and not to share your Account with anyone else.] If you believe your Account has been used without your permission, please contact Us immediately using the email address >>. We will not be liable for any unauthorized use of your Account.

4.5 You must not use an Account without the express permission of the User to whom the Account is assigned.

4.6 Any personal information you provide in your Account will be collected, used, and stored in accordance with our obligations under the law, as set out in Clause 15.

4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the deletion of your Account information. Closing your Account will also remove access to any parts of Our Site requiring an Account for access.

4.8 If you close your Account, any Content you have made on Our Site will be [deleted] **OR** [and your username and avatar will be removed from the description, e.g. "removing your

### 5. Intellectual Property Rights

5.1 With the exception of the copyright and other intellectual property rights subsisting in that Content, unless specifically licensed to or has been licensed by Us. All Content (including any Content) created by you in the United Kingdom and

- international intellectual property rights subsisting in Posts.
- 5.2 Subject to the licence granted in sub-Clause 6.4, Users retain the ownership of copyright in any material submitted by them (including material who has given their consent for their material to be used in the Post).
- 5.3 For personal use (including private study) only, you may:
- 5.3.1 Access, view or download any material using a web browser (including any web browser plug-ins or add-ons or software or app);
  - 5.3.2 Download or copy any material for caching;
  - 5.3.3 Print [one copy] of any material on Our Site;
  - 5.3.4 Download, copy or otherwise save extracts from pages on Our Site;
  - 5.3.5 <<insert description of permitted use>> quote, share etc.>> other Users' material for personal use and/or offline viewing.
  - 5.3.6 Save pages or material (including Posts) downloaded, copied, clipped, printed or otherwise saved for commercial purposes without first obtaining a licence from the licensors, or from the relevant User, as appropriate. [This does not include normal access, viewing and use of material for information purposes whether by business users or consumers.]
- 5.4 You may not use any material (including Posts) downloaded, copied, clipped, printed or otherwise saved for commercial purposes without first obtaining a licence from the licensors, or from the relevant User, as appropriate. [This does not include normal access, viewing and use of material for information purposes whether by business users or consumers.]
- 5.5 You may not systematically extract or compile any material from Our Site with a view to creating a collection, compilation, directory, or database unless given permission to do so.
- 5.6 Subject to sub-Clause 6.4, you may not otherwise use any material from Our Site in any other manner than that clearly given expressly. For further information, please contact Us at <<insert contact details>>.
- 5.7 Our status as the identified licensors of the Content on Our Site (or that of our licensors) must always be acknowledged.
- 5.8 [Nothing in these Terms permits or excludes the fair dealing provisions of Chapter 1 of the Copyright, Designs and Patents Act 1988 ('Acts Permitted in relation to Copyright Works'), covering in particular the making of temporary copies for private study; the making of copies for non-commercial research; criticism, review, parody or pastiche; and the incidental inclusion of material in other works.]
- ## 6. Forum Posts
- 6.1 An Account is required to post to Our Forum(s). Please refer to Clause 4 for details.
- 6.2 You agree that you will be responsible for your Posts. Specifically, you agree, represent and warrant that you have the right to use the content of a Post and that you have agreed to our Terms on Our Acceptable Usage Policy, detailed below in Clause 7.

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6.3 You agree that you will, to the fullest extent permissible by law, indemnify Us for all losses and damages, including reasonable attorneys' fees and costs, arising from or resulting from the use of Our Site, including but not limited to the warranties given by you under sub-Clause 6.2. You will not be entitled to any recovery of loss or damage suffered by Us as a result of such breach.

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6.4 You (or your licensee) own and retain all ownership of the content of your Posts and all intellectual property rights subsisting therein. By submitting a Post, you grant Us an exclusive, fully transferable, royalty-free, perpetual, [irrevocable] licence to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from, and sub-licence the content of your Post for the purpose of promoting Our Site and Forum(s). Other Users may engage in activities, e.g. quote, share etc.>> your Posts otherwise in accordance with the provisions of Clause 6.3.

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6.5 If you wish to remove your Post, you may do so by <<insert brief description>>. Your Post will be removed from Our Site, any <<insert description>> however due to the functionality of Our Site, any <<insert description>> of your Post will remain on Our Site. You also revokes the licence granted to Us to use that Post for the purpose of promoting Our Site. [4.] Please note that caching or references to your Post may be immediately unavailable (or may not be made unavailable) if the cache is outside of Our reasonable control).

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6.6 We may reject, remove or delete any Post(s) submitted to Our Site where, in Our sole opinion, the Post(s) violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the Post(s) in question is/are in breach of Our Policy.

## 7. Acceptable Usage Policy

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7.1 You may only use Our Site for any purpose that is lawful and that complies with the provisions of this Policy.

7.1.1 you must comply with any and all applicable local, national and international laws, regulations and customs;

7.1.2 you must not use Our Site for any purpose, that is unlawful or for any purpose that is prohibited by law;

7.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit any form of virus or other malware, or any other content that may adversely affect computer hardware, software, or networks;

7.1.4 you must not use Our Site for any purpose, that is intended to harm or harass any person in any way.

7.2 When submitting Posts, you must not submit any content in any other way using Our Site), or otherwise do anything that:

7.2.1 [is sexually explicit or obscene];

7.2.2 is obscene, defamatory, abusive, libelous or otherwise inflammatory;

7.2.3 promotes violence or hatred against any person or group of persons;

7.2.4 promotes or engages in any illegal or unlawful activity;

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7.2.5 discriminates on the basis of race, ethnicity, sex, religion, nationality, disability, sexual orientation or gender identity;

7.2.6 is intended to threaten, harass, annoy, alarm, or otherwise cause inconvenience to another person;

7.2.7 is calculated to deceive;

7.2.8 is intended to infringe (or threaten to infringe) or otherwise uses their personal data in a way that is prohibited by applicable law;

7.2.9 misleadingly represents your identity or a person or entity, including but not limited to parodies or impersonations, where such misrepresentation is calculated to deceive (obvious misrepresentation notwithstanding, as defined in the definition provided that they do not fall within any of the categories set forth in this sub-Clause 7.2);

7.2.10 implies any fact or relationship where none exists;

7.2.11 infringes, or attempts to infringe, the rights (including but not limited to copyright, patents, trade marks and database rights) of any person or entity;

7.2.12 is in breach of a duty of confidentiality owed to a third party including, but not limited to, a duty of confidence.

7.3 We reserve the right to suspend, terminate, or restrict your Account and/or your access to Our Site if you breach any of the provisions of this Clause 7 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

7.3.1 suspend, temporarily or permanently, your Account and/or restrict your access to Our Site;

7.3.2 remove any content that you post that violate(s) this Acceptable Use Policy;

7.3.3 issue you with a warning;

7.3.4 take legal proceedings against you for reimbursement of any and all costs incurred by Us as a result of your breach;

7.3.5 take further action as appropriate;

7.3.6 disclose such information to law enforcement authorities as required or permitted by applicable law; and/or

7.3.7 any other action that We deem to be reasonably appropriate (and lawful).

7.4 We hereby exclude any and all liability, including but not limited to consequential damages, arising out of any actions (including, without limitation, those set forth above) that We may take in response to a breach of these Terms and Conditions.

## 8. Links to Our Site

8.1 You may link to Our Site:

8.1.1 you do so in a way that

8.1.2 you do not create the impression that We endorse or suggest any form of association, where none exists;

- 8.1.3 you do not use trademarks or service marks displayed on Our Site without Our express written permission;
- 8.1.4 you do not do anything calculated to damage Our reputation or to take unfair advantage of Our reputation;
- 8.2 [You may not link to any page of Our Site.]
- OR**
- 8.2 [You may not link to the homepage of Our Site, <<insert URL>>. Deep-linking to any other page requires Our express written permission.]
- 8.3 [Framing or embedding Our websites is not permitted without Our express written permission. You must contact Us at <<insert email address>> for further information.]
- 8.4 You may not link to any website the content of which contains material that:
- 8.4.1 [is sexually explicit or obscene];
  - 8.4.2 is obscene, defamatory, libelous, hateful or otherwise inflammatory;
  - 8.4.3 promotes violence or terrorism;
  - 8.4.4 promotes or incites unlawful activity;
  - 8.4.5 discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation or age;
  - 8.4.6 is intended to threaten, harass, annoy, alarm, inconvenience or otherwise harm another person;
  - 8.4.7 is calculated to deceive another person;
  - 8.4.8 is intended to infringe (or to threaten to infringe) the intellectual property rights of another person;
  - 8.4.9 misleadingly represents the identity or affiliation of another person in a way that is calculated to deceive (obtain a benefit or avoid a duty) that they do not have (or that they do not intend to have under Clause 8.4);
  - 8.4.10 implies any fact where none exists;
  - 8.4.11 infringes, or attempts to infringe, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of another person;
  - 8.4.12 is made in breach of any legal or contractual duties of confidence.
- 8.5 [The content restriction in Clause 8.4 does not apply to content submitted to sites by other users if the primary purpose of the site accords with the provisions of Clause 1.2. You are not, for example, prohibited from posting links on social networking sites merely because another user may do so. You are, however, prohibited from posting links on websites that encourage the submission of such content from users.]

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Unless expressly stated, these sites do not accept responsibility or liability for any link to another site on Our Site is for the benefit of the sites themselves or of

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not responsible for the content of  
s name>> is responsible for the  
er is responsible for the content of  
nsible for any advertising on Our  
acies, or omissions.]

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- which you should rely. It is provided  
Professional or specialist advice  
action relating to <<describe type  
relates>>.]

- no representation, warranty, or  
 cements, that it will not infringe the  
 ble with all software and hardware.

- sonable care and skill, any digital or other digital content belonging to certain legal remedies. For remedies as a consumer, please contact the Trading Standards Office.

- that Our Content on Our Site is not intended to constitute an offer. We do not, however, make any representation or warranty (whether express or implied) that Our Content is accurate or up-to-date.

- accuracy, or for any opinions, views, or information provided by Users. Any such opinions, views, or information are those of the individual User, and do not reflect Our

- We accept no liability to any User for any loss or damage, whether direct or indirect, in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with (including, but not limited to) the use of or reliance on (including, but not limited to) Our Site or the use of or reliance on (including, but not limited to) the content is provided by Us or whether or not such content is included on Our Site.

- We exclude all representations, express or implied) that may apply to

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Our Site or any Content

cluded on Our Site.

12.3 [Our Site is intended for personal use only.] If you are a business user, We accept no liability for any loss of business opportunity, business interruption or consequential loss or damage.

use only.] If you are a business user, sales, business or revenue; loss of business opportunity; loss of anticipated savings; consequential loss or damage.

12.4 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. Notwithstanding to sub-Clause 11.3, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or any other harmful material or event that may adversely affect you or your data or other material that occurs as a result of your use of Our Site (including any provision referred to on Our Site).

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12.5 We neither assume nor accept liability for any loss or damage resulting from a disruption or non-availability of Our Site, including, but not limited to, network communications network failure, restrictions and censorship.

liability or liability arising out of any loss or damage resulting from external causes including, but not limited to, network failure, host equipment failure, network failure, restrictions and censorship, events, acts of war, or legal action.

12.6 Nothing in these Terms and Conditions shall exclude or restrict Our liability for death or personal injury resulting from negligence, or liability which cannot be excluded or restricted by law. This includes, but is not limited to, our local Citizens' Advice Bureau or Trading Standards Office.

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### 13. Viruses, Malware and Security

13.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and malware.

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13.2 You are responsible for the security of your hardware, software, data and other information stored on or transmitted to or from Our Site, and for internet security risks.

hardware, software, data and other information stored on or transmitted to or from Our Site, and for internet security risks.

13.3 You must not deliberately transmit or store any material which is malware or other harmful material which is malware or other harmful either to or via Our Site.

s or other malware, or any other material which is malware or other 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 connected to Our Site.

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.

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

of a denial of service attack, a distributed denial of service attack, or any other means.

13.6 By breaching the terms of these Terms and Conditions, 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 with them. Your right to use Our Site will be terminated immediately in the event of such a breach.

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### 14. Privacy and Cookies

Use of Our Site is also governed by our Privacy Policy and Privacy Policies, available from <<insert link to Cookie Policy>>. These policies are incorporated into these Terms and Conditions by this reference.

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## 15. Data Protection

- 15.1 All personal information will be collected, processed, and held in accordance with applicable data protection law.
- 15.2 For complete details of the 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, and data sharing (where applicable), please refer to Our Privacy Policy<> [and Cookie Policy<>].

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## 16. Communications from Us

- 16.1 If you have an Account, we may from time to time send you important notices by email. Such notices include matters including, but not limited to, service changes, changes to Our Terms and Conditions, and changes to your Account.
- 16.2 We will never send you marketing emails of any kind without your express consent. If you do not wish to receive all marketing emails, you may opt out at any time. All marketing emails will include an unsubscribe link. [Email marketing preferences can also be set in your Account or via a link to our preferences page.] If you take up to <<insert number>> days to take effect.
- 16.3 For questions or comments, please contact Us (including, but not limited to marketing inquiries) at Us at <<insert email address>> or via <<insert link to email address>> or our complaints page>>.

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## 17. Changes to these Terms

- 17.1 We may alter these Terms and Conditions at any time. [If We do so, details of the changes will be posted on this page.] Any such changes will become binding on you from the date of Our Site after the changes have been implemented. We encourage you to check this page from time to time.
- 17.2 In the event of any conflict between the current version of these Terms and Conditions and any other provisions current and in effect, the current version shall prevail unless otherwise stated.

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## 18. Contacting Us

To contact Us, please email us at <<insert email address>> or using any of the methods provided on Our contact page>>.

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## 19. Law and Jurisdiction

- 19.1 These Terms and Conditions shall be governed by, and construed in accordance with the law of [England] [Northern Ireland] [Scotland].
- 19.2 If you are a consumer, these Terms and Conditions shall be subject to any mandatory provisions of the

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away or reduces yo
- 19.3 If you are a cons  
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subject to the jur  
Northern Ireland, as
- 19.4 If you are a busine  
the relationship be  
associated therewit  
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Ireland] [Scotland].

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in Sub-Clause 19.1 above takes  
to rely on those provisions.

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Terms and Conditions, or the  
(contractual or otherwise) shall be  
of England, Wales, Scotland, or  
dency.

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any matters arising therefrom or  
(otherwise) shall be subject to the  
of [England & Wales] [Northern