

BACKGROUND:

These Terms of Use, together with any other documents referred to herein, set out the terms of use of this website, <<insert website address>> ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. [You must agree to these Terms of Use before you can use this website] **AND/OR** [You will be deemed to have agreed to these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. Please refer to our Terms of Sale>>.

1. Definitions and Interpretation

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

"Account"

"Content"

"User"

"User Content"

"We/Us/Our"

2. Information About Us

2.1 Our Site, <<insert business name>> [<<insert company number>>] is located at <<insert address>> and whose registered address is <<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>>].

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otherwise requires, the following definitions apply:

"Account" means an account required for a User to access certain areas of Our Site, as detailed in <<insert details>>.

"Content" means text, images, audio, video, scripts, databases and any other form of data, whether or not being stored on a computer that is part of, Our Site;

"User" means any person who uses Our Site;

"User Content" means any content submitted to Our Site by Users, whether or not limited to, <<insert type(s) of content>>, e.g. reviews, comments etc.

"We/Us/Our" means <<insert business name>> [, a company registered in England under <<insert company number>>] and under <<insert company number>> whose registered address is <<insert address>> and whose main trading address is <<insert address>>].

"Our Site" means the website owned and] operated by <<insert business name>> [<<insert company number>>] registered in England under <<insert company number>> whose registered address is <<insert registered address>> is] **OR** [of] <<insert address>>].

"Regulator(s)" means <<insert regulator(s)>>].

"Association(s) etc." means <<insert association(s) etc.>>].

3. Access to 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 from time to time 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 particular period.

4. Accounts

- 4.1 Certain parts of Our Site (e.g. to purchase goods from Us) may require an Account.
- 4.2 You may not create an Account if you are under <<insert age>> years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of the information changes at a later date, it is your responsibility to ensure that the information is kept up-to-date.
- 4.4 We [require] **OR** [require] you to choose a strong password for your Account, consisting of at least 8 characters (e.g. "a combination of lowercase and uppercase letters, numbers and symbols">>. It is your responsibility to keep your password secure and not to share your Account with anyone else.] If you believe your Account has been used without your permission, please contact Us immediately at <<insert email address>>. We will not be liable for any unauthorised 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 16.
- 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 all access to Our Site requiring an Account for that User. We will not be responsible for what will happen to a user's data after they close their Account.
- 4.8 [If you close your Account, we will delete all User Content, e.g. reviews, comments etc.>>] **OR** [we will anonymise all User Content, e.g. reviews, comments etc.>>] [anonymised by <<insert name>>] "removing your username and avatar">>].]

5. Intellectual Property Rights

- 5.1 With the exception of the Content of Our Site and the Content of the Content that Content, unless otherwise licensed by Us, all Content included on Our Site (including User Content) is protected by applicable United Kingdom intellectual property laws and treaties.

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5.2 Subject to sub-Clause 5.1, you may not reproduce, copy, distribute, sell, rent, lease, loan, or otherwise make available from Our Site unless you obtain prior written permission to do so by Us.

5.3 You may:

5.3.1 Access, view and use Our Content using a web browser (including any web browser plug-ins or add-ons or other software or app);

5.3.2 Download Our Content for caching;

5.3.3 Print [one copy] of Our Content from Our Site;

5.3.4 Download or copy Our Content from Our Site; and

5.3.5 Save pages of Our Content for on-line and/or offline viewing.

5.4 Our status as the author of the Content on Our Site (or that of any identified licensors, contributors or other third parties) may be acknowledged.

5.5 You may not re-use Our Content for commercial purposes without obtaining a licence from Us (or our licensors, as appropriate). Our Terms do not prohibit the normal access, use, viewing and use of Our Content by business users or consumers.

5.6 [Nothing in these Terms shall limit the rights conferred by Chapter III of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Material' in particular the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature, pastiche and the incidental inclusion of copyright material.]

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6. User Content

6.1 User Content on Our Site is not necessarily limited to) <<insert description, e.g. reviews, comments etc.>>.

6.2 An Account is required to submit User Content. Please refer to Clause 4 for more information.

6.3 You agree that you are responsible for your User Content. You warrant that you have the right to submit the User Content and that the User Content will comply with Our Acceptable Usage Policy.

6.4 You agree that you will, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses and expenses (including reasonable legal fees) which we may suffer as a result of such breach.

6.5 You (or your licensors) retain ownership of your User Content and all intellectual property rights therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from and to sub-licence your User Content for the purposes of operating Our Site. In addition, you also grant Other Users the right to view and use your User Content within Our Site.

6.6 If you wish to remove your User Content from Our Site, the User Content in question will be [insert description, e.g. removed from the Site, but not from our archives].

you may not reproduce, copy, distribute, sell, rent, lease, loan, or otherwise make available from Our Site unless you obtain prior written permission to do so by Us.

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for caching;

Our Site;

Our Site; and

and/or offline viewing.

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cludes the fair dealing provisions of the Copyright, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Material' in particular the making of temporary copies; research and private study; criticism, review, quotation and news reporting; caricature, pastiche and the incidental inclusion of copyright material.]

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ill, to the fullest extent permissible by law, indemnify Us against all claims, damages, losses and expenses (including reasonable legal fees) which we may suffer as a result of such breach.

n ownership of your User Content and all intellectual property rights therein. When you submit User Content you grant Us a non-exclusive, fully transferrable, exclusive licence to use, store, archive, reproduce, distribute, prepare derivative works from and to sub-licence your User Content for the purposes of operating Our Site. In addition, you also grant Other Users the right to view and use your User Content within Our Site.

n Our Site, the User Content in question will be [insert description, e.g. removed from the Site, but not from our archives].

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"removing your use or references to you (or may not be m reasonable control)

Please note, however, that caching be made immediately unavailable where they are outside of Our

6.7 We may reject, reclk Our sole opinion, it complaint from a th should be removed

er Content from Our Site where, in Usage Policy, or if We receive a that the User Content in question

6.8 We are not respons or values expressed those of the relevan any way.

curacy, or for any opinions, views, such opinions, views, or values are t Our opinions, views, or values in

7. Links to Our Site

7.1 You may link to Our

7.1.1 you do so in

7.1.2 you do not c endorsement

7.1.3 you do not u Our express

7.1.4 you do not c or to take un

suggests any form of association, where none exists;

marks displayed on Our Site without

culated to damage Our reputation

7.2 [You may link to any

OR

7.2 [You may not link t URL>>. Deep-linkin Please contact Us a

the homepage of Our Site, <<insert es Our express written permission. >> for further information.]

7.3 [Framing or embed Our express writte address>> for furthe

or websites is not permitted without e contact Us at <<insert email

7.4 You may not link t contains material th

er site the main content of which

7.4.1 is sexually e

7.4.2 is obscene, c

7.4.3 promotes vic

7.4.4 promotes or

7.4.5 discriminates group or cla sexual orien

teful or otherwise inflammatory;

lawful activity;

way defamatory of, any person, der, religion, nationality, disability,

7.4.6 is intended inconveni

to threaten, harass, annoy, alarm, another person;

7.4.7 is calculated

to deceive another person;

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7.4.8 is intended to infringe (or to threaten to infringe) the intellectual property rights of another person;

7.4.9 misleadingly represents the identity or attributes of a person in a way that is calculated to deceive (obviously or otherwise) that they do not have the authority to do so (see Clause 7.4);

7.4.10 implies any fact where none exists;

7.4.11 infringes, or is likely to infringe, any right of a person in or to, copyright, trade marks and database rights;

7.4.12 is made in breach of any duty owed to a third party including, but not limited to, duties of confidence.

7.5 [The content restriction rules do not apply to content submitted to sites by other users if the primary purpose of the site accords with the provisions of the rules. You are not, for example, prohibited from posting links on social networking sites merely because you are, however, prohibited from posting links on websites that encourage the submission of such content from users.]

8. Links to Other Sites

Links to other sites may be provided on Our Site, but these are not under Our control. We do not accept responsibility or liability for the content of third party sites. A link to another site on Our Site is for the information only and does not constitute an endorsement of the sites themselves or of the content on those sites.

9. Liability and Disclaimers

9.1 Nothing on Our Site should be relied upon for information purposes. It is provided for information purposes only. Personal or specialist advice should always be sought from a professional on the basis of any information provided on Our Site.

9.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Site or its content will not infringe the intellectual property rights of third parties or that it will be secure from viruses or other malicious code.

9.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate and up-to-date. However, we do not, however, make any representation, warranty, or guarantee (whether express or implied) that the Content is complete, accurate or up-to-date. Please note that this disclaimer does not apply to goods for sale through Our Site. Please refer to our Terms of Sale for more information <<insert link to Terms of Sale>>.

9.4 To the fullest extent permitted by law, we accept no liability to any User for any loss or damage (including negligence or in connection with the use of Our Site or the use of or

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content) included on Our Site.

9.5 If you are a busi
warranties, represe
Content. We will
revenue; loss of
anticipated savings
loss or damage.

exclude all implied conditions,
that may apply to Our Site or
loss of profits, sales, business or
goodwill or reputation; loss of
for any indirect or consequential

9.6 If you are a consum
use only, however]
and skill, any digit
digital content belo
For more details on
Bureau or Trading S

at Our Site is intended for business
failure to exercise reasonable care
the damages your device or other
entitled to certain legal remedies.
contact your local Citizens Advice

9.7 We neither assum
disruption or non-
including, but not l
communications n
restrictions and cen

liability or liability arising out of any
resulting from external causes
nt failure, host equipment failure,
events, acts of war, or legal

9.8 Nothing in these T
fraudulent misrep
negligence, or for
restricted by law.

r restricts Our liability for fraud or
r personal injury resulting from
ity which cannot be excluded or

9.9 The limitations of lia
Site and not to the
of Sale <<insert link

use 9 apply only to the use of Our
governed separately by Our Terms

10. Viruses, Malware and Sec

10.1 We exercise all rea
free from viruses an

ensure that Our Site is secure and

10.2 You are responsib
material from viruse

rdware, software, data and other
ternet security risks.

10.3 You must not delib
material which is ma

s or other malware, or any other
y harmful either to or via Our Site.

10.4 You must not attem
server on which Ou
connected to Our S

access to any part of Our Site, the
her server, computer, or database

10.5 You must not atta
distributed denial of

of a denial of service attack, a
other means.

10.6 By breaching the
committing a crimin
all such breaches v
and We will cooper
them. Your right to
breach.

ses 10.3 to 10.5, you may be
nputer Misuse Act 1990. Any and
evant law enforcement authorities
rities by disclosing your identity to
mmediately in the event of such a

11. Acceptable Usage Policy

11.1 You may only use

that is lawful and that complies with

SAMPLE

the provisions of this

11.1.1.1 you must enter into any and all local, national or international

11.1.2 you must not use this information in any way, or for any purpose, that is unlawful or for the promotion of any unlawful purpose.

11.1.3 you must not, and you shall not, knowingly send, upload, or in any other way transmit, any information that is a computer virus or other malware, or any other code or program that is designed to, or that may, adversely affect computer hardware, software, or data.

11.1.4 you must not use the information in any way, or for any purpose, that is intended to harm or disadvantage any person in any way.

11.2 When submitting Us (including any content you post, upload, or otherwise communicate in any other way using Our Site), you must not:

11.2.1 is sexually e

11.2.2 is obscene, [REDACTED] defamatory or otherwise inflammatory;

11.2.3 promotes video

11.2.4 promotes or lawful activity;

11.2.5 discriminates group or class sexual orientation	Way defamatory of, any person, der, religion, nationality, disability,
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11.2.6 is intended to threaten, harass, annoy, alarm, inconvenience or otherwise harm another person;

11.2.7 is calculated [REDACTED] deceive;

11.2.8 is intended to prevent a person from infringe (or threaten to infringe) another person's rights or otherwise uses their personal data in a way that is not to;

11.2.9 misleadingly or otherwise misrepresents your identity or a parody of your identity, or is calculated to deceive (obvious parodies are excluded from this definition provided that they do not fall within any of the other provisions of this sub-Clause 11.2);

11.2.10 implies any $\mathcal{C}$ where none exists;

11.2.11 infringes, or is in violation of, the intellectual property rights (including copyright, patents, trade marks and database rights) of any third party;

11.2.12 is in breach of [REDACTED] to a third party including, but not limited to, confidential sources of confidence.

11.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach any of the provisions of these Terms of Use. In addition, if you violate any applicable law or regulation, or if you engage in any prohibited activity, We may take one or more of the following actions:

11.3.1 suspend, with or without notice, permanently, your Account and/or your right to

11.3.2 remove any [REDACTED] submitted by you that violates this
Acceptable Use Policy.

11.3.3 issue you will

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11.3.4 take legal p
relevant cos

11.3.5 take further

11.3.6 disclose suc
as We deem

11.3.7 any other ac

11.4 We hereby exclude
but not limited to
breaches of these T

for reimbursement of any and all
resulting from your breach;

as appropriate;

enforcement authorities as required or
and/or

reasonably appropriate (and lawful).

sing out of any actions (including,
that We may take in response to

12. Privacy and Cookies

Use of Our Site is also gov
<<insert link to Cookie Poli
are incorporated into these

and Privacy Policies, available from
<<insert link to Privacy Policy>>. These policies
reference.

13. Changes to these Terms

13.1 We may alter these
changes will be hig
become binding on
been implemented.
time.

time. [If We do so, details of the
is page.] Any such changes will
of Our Site after the changes have
ed to check this page from time to

13.2 In the event of any
and any previous v
unless it is expressl

ent version of these Terms of Use
current and in effect shall prevail

14. Contacting Us

To contact Us, please en
methods provided on Our c

il address>> or using any of the
link to contact page>>.

15. Communications from Us

15.1 If We have your con
from time to time s
relate to matters in
these Terms of Use

le, you have an Account) We may
ces by email. Such notices may
to, service changes, changes to
changes to your Account.

15.2 We will never send
consent. If you do
all marketing emails
options can also
preferences>>]. If
take up to <<inse
request. During tha

of any kind without your express
may opt out at any time. Any and
unsubscribe link. [Email marketing
ert location, e.g. your Account
emails from Us at any time, it may
ays for Us to comply with your
to receive emails from Us.

15.3 For questions or co
limited to marketing
via <<insert link to e

cations from Us (including, but not
Us at <<insert email address>> or
plaints page>>.

16. **Data Protection**

We will only use your personal data in accordance with the provisions set out in Our Privacy Policy, available at <<insert link>> [and Our Cookies Policy, available at <<insert link>>].

17. **Law and Jurisdiction**

17.1 These Terms of Use shall govern the relationship between you and Us (whether contractual or otherwise) and shall be construed in accordance with, English law.

17.2 If you are a business or a professional, then, in relation to any matters arising from or connected with these Terms of Use, the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17.3 If you are a consumer, then, in relation to any matters arising from or connected with these Terms of Use, the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland, or Northern Ireland, as determined by your residence.

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