

BACKGROUND:

These Terms and Conditions set out the terms and conditions which you may use this website, <<insert website address>> ("Our Site") and ensure that you understand and agree to comply with and be bound by these Terms and Conditions. **AND/OR** [You will be required to sign up for an Account] upon your first use of Our Site] and ensure that you understand and agree to comply with and be bound by these Terms and Conditions, you

and all other documents referred to herein, set out the terms and conditions which you may use this website, <<insert website address>> ("Our Site") and ensure that you understand and agree to comply with and be bound by these Terms and Conditions carefully and agree to comply with and be bound by these Terms and Conditions when you use Our Site. You agree to comply with and be bound by these Terms and Conditions immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

"Account"

the context otherwise requires, the following meanings:

"Blog"

required for a User to access Our Site, as detailed in Clause 4;

"Comment"

on Our Site, created by a User, submitted by that User;

"Content"

in a Blog or Post on Our Site made

"Post"

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

"User"

created by a User in a Blog on Our Site;

"We/Us/Our"

Our Site; and

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

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

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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- owned by a third party. Without their express permission for their material to be used on Our Site.
- 5.3 For personal use (including private study) only, you may:
- 5.3.1 Access, view and print any content on Our Site using a web browser (including any web browser plug-ins or add-ons or any other software or app);
 - 5.3.2 Download or copy any content on Our Site for caching;
 - 5.3.3 Print [one copy] of any content on Our Site;
 - 5.3.4 Download, copy or print any content on Our Site;
 - 5.3.5 Save pages or content on Our Site for on-line and/or offline viewing; and
 - 5.3.6 View and use any content on Our Site, including Blogs, Posts and Comments in accordance with Clause 7.
- 5.4 You may not use any content on Our Site, including Blogs, Posts and Comments) downloaded, copied or otherwise saved from Our Site for commercial purposes, for the creation of new works, or for a licence to do so from Us, our licensors, or from third parties, without our prior written permission. [This does not prohibit the normal access and use of content on Our Site for general information purposes whether by individuals or businesses].
- 5.5 You may not systematically extract, copy, collect, compile, directory, or otherwise use content on Our Site with a view to creating a new work, or for a licence to do so.
- 5.6 Subject to sub-Clause 7 (governing Blogs, Posts and Comments) you may not reproduce, copy, distribute, sell, rent, lease, loan, sublicense, store, transmit, or otherwise use Content or any other material from Our Site without our prior written permission to do so. For further information, please contact us at <insert email address>.
- 5.7 Our status as the creator of the content on Our Site (or that of any third party) must always be acknowledged.
- 5.8 [Nothing in these Terms shall limit or exclude the fair dealing provisions of Chapter 17 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 making of incidental inclusions of content in other works.]
- 6. Blogs, Posts and Comments**
- 6.1 An Account is required to create a Blog, submit Posts, and/or submit Comments. Please refer to Clause 4 for more information.
- 6.2 You agree that you will be responsible for your Blog(s) and Posts and Comments on Our Site. Specifically, you agree, on behalf of yourself and any third party, to use the content that you submit and that you agree to ensure that all Blogs, Posts and Comments comply with Our Acceptable Usage Policy and our Terms and Conditions, including Clause 8.
- 6.3 You agree that you will, to the fullest extent permissible by law, indemnify Us and our licensors for any loss or damage suffered by Us as a result of your use of Our Site.

8. Acceptable Usage Policy

- 8.1 You may only use Our Site for purposes not limited to, the creation of Blogs, Posts, and Comments that are lawful and that complies with the provisions of this Clause 8.
- 8.1.1 you must comply with any and all applicable local, national and international laws and regulations;
- 8.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- 8.1.3 you must not knowingly send, upload, or in any other way transmit any form of virus or other malware, or any other code that may adversely affect computer hardware, software, or data;
- 8.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm or harass any person in any way.
- 8.2 When creating Blogs, Posts, and Comments (or communicating in any other way using Our Site), you must not communicate, or otherwise do anything that:
- 8.2.1 [is sexually explicit];
- 8.2.2 is obscene, defamatory, hateful or otherwise inflammatory;
- 8.2.3 promotes violence;
- 8.2.4 promotes or incites to any unlawful activity;
- 8.2.5 discriminates on the basis of race, sex, religion, nationality, disability, group or class, or sexual orientation;
- 8.2.6 is intended to cause physical harm or inconvenience to another person;
- 8.2.7 is calculated to deceive;
- 8.2.8 is intended to infringe (or threaten to infringe) the rights of another person or otherwise uses their personal data in a way that is prohibited by applicable law;
- 8.2.9 misleadingly represents your identity or affiliation (obvious parodies are excluded from this definition provided that they do not fall within any of the other provisions of this sub-Clause 8.2);
- 8.2.10 implies any affiliation where none exists;
- 8.2.11 infringes, or attempts to infringe, the rights (including copyright, patent, trademark, database rights, etc.) of another person or the intellectual property rights of a third party including, but not limited to, confidential information or secrets of confidence.
- 8.2.12 is in breach of any applicable law, regulation, or policy, limited to, but not limited to, copyright, patent, trademark, database rights, etc.
- 8.3 We reserve the right to suspend or terminate your Account and/or your access to Our Site if you are in breach of any of the provisions of this Clause 8 or any of the other provisions of the Terms and Conditions. Specifically, We may take one or more of the following actions:

- 8.3.1 suspend, with or without notice, your right to use the Service permanently, your Account and/or any other rights you may have in connection with the Service;
- 8.3.2 remove any content that you post to the Service that violates this Acceptable Use Policy;
- 8.3.3 issue you with a cease and desist letter;
- 8.3.4 take legal proceedings against you for reimbursement of any and all costs incurred by Us for enforcement of this Policy, including reasonable attorney's fees, resulting from your breach;
- 8.3.5 take further action against you as appropriate;
- 8.3.6 disclose such information to law enforcement authorities as required or permitted by law and/or
- 8.3.7 any other action that we deem to be reasonably appropriate (and lawful).
- 8.4 We hereby exclude ourselves from any and all liability, including without limitation, arising out of any actions (including, but not limited to, those described above) that We may take in response to breaches of these Terms.

9. Links to Our Site

- 9.1 You may link to Our Site, but you must not:
- 9.1.1 you do so in a way that suggests any form of association, endorsement or affiliation with Us, where none exists;
 - 9.1.2 you do not use Our trademarks or logos displayed on Our Site without Our express written permission;
 - 9.1.3 you do not use Our trademarks or logos in a way that is calculated to damage Our reputation or to take unfair advantage of Our reputation;
- 9.2 [You may link to any page on Our Site, but you must not:
- OR**
- 9.2 [You may not link to any page on Our Site, other than the homepage of Our Site, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission.]
- 9.3 [Framing or embedding content from Our websites is not permitted without Our express written permission. You must contact Us at <<insert email address>> for further information.]
- 9.4 You may not link to any website the content of which contains material that:
- 9.4.1 [is sexually explicit or obscene;
 - 9.4.2 is obscene, defamatory, libelous, hateful, or otherwise inflammatory;
 - 9.4.3 promotes violence or illegal activity;
 - 9.4.4 promotes or incites discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
 - 9.4.5 discriminates on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
 - 9.4.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;

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- 9.4.7 is calculated to deceive another person;
- 9.4.8 is intended to infringe (or to threaten to infringe) the intellectual property rights of another person;
- 9.4.9 misleadingly represents the identity or attributes of another person or otherwise misrepresents the person in a way that is calculated to deceive (otherwise than by being included in this definition provided by the other provisions of this sub-Clause 9.4);
- 9.4.10 implies any fact where none exists;
- 9.4.11 infringes, or is likely to infringe, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of another person;
- 9.4.12 is made in breach of any duties of confidence.
- 9.5 [The content restriction does not apply to content submitted to sites by other users if the primary purpose of the site accords with the provisions of the Act. You are not, for example, prohibited from posting links on a social networking site merely because another user may be prohibited from posting links on websites. You are, however, prohibited from encouraging the submission of such content from users.]

10. Links to Other Sites

Links to other sites may be provided on Our Site. Unless expressly stated, these sites 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 information only and does not constitute an endorsement of the sites themselves or of the content on those sites.

11. [Advertising]

- 11.1 We may feature advertising on your Site. We reserve the right to display or not display advertising on your Site.
- 11.2 You agree that you will not use HTML/CSS or by any other means to remove or hide any advertising using Our Site.
- 11.3 We are not responsible for the content of any advertising on Our Site. You are responsible for the content of advertising material. We are not responsible for the content of their own advertising material. You are responsible for the content of their own advertising material on Our Site including, but not limited to, inaccuracies, or omissions.]

12. Disclaimers and Legal Responsibility

- 12.1 Nothing on Our Site should be relied upon for general information. It is provided for general information only. You should always be satisfied with the accuracy of information/activities. It is provided for general information only. You should always be satisfied with the accuracy of information/activities.
- 12.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that Our Site will not infringe the intellectual property rights of third parties or that it will be secure. We make no representation, warranty, or guarantee, that it will not infringe the intellectual property rights of third parties or that it will be secure with all software and hardware, or that it will be available.
- 12.3 If, as a result of Our negligence or otherwise, any digital information is lost, damaged, or destroyed, we shall not be liable for any such loss, damage, or destruction, except to the extent of our reasonable care and skill, any digital information is lost, damaged, or destroyed, we shall not be liable for any such loss, damage, or destruction, except to the extent of our reasonable care and skill.

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content from Our Site to you, as a consumer, for more details concerning your rights, please contact your local Citizens' Advice Bureau or other digital content belonging to certain legal remedies. For remedies as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

- 12.4 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate and up-to-date. We do not, however, make any representation, warranty or guarantee (whether express or implied) that Our Content is complete, accurate, or for any opinions, views, or values expressed in any Posts or Comments submitted by Users. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions or values in any way.
- 12.5 We are not responsible for any inaccuracies or for any opinions, views, or values expressed in any Posts or Comments submitted by Users. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions or values in any way.

13. Our Liability

- 13.1 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 or reliance upon any Content contained in Blogs, Posts, or Comments) included on Our Site.
- 13.2 To the fullest extent permitted by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to any Content (including Posts, or Comments created by Users) included on Our Site.
- 13.3 [Our Site is intended for use only.] If you are a business user, We accept no liability for any loss of business opportunity, loss of business interruption, loss of profits, sales, business or revenue; loss of data; loss of anticipated savings; or consequential loss or damage.
- 13.4 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. Notwithstanding to sub-Clause 12.3, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or any harmful material or event that may corrupt, damage, or delete any data or other material that occurs as a result of your use of Our Site (including the downloading of any content (including Posts or Comments) from it) or any other site referred to on Our Site.
- 13.5 We neither assume nor accept any liability or liability arising out of any disruption or non-performance, including, but not limited to, network failure, host equipment failure, power outages, events, acts of war, or legal restrictions and censorship.
- 13.6 Nothing in these Terms excludes or restricts Our liability for death or personal injury resulting from negligence, or for any 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.

14. Viruses, Malware and Security

- 14.1 We exercise all reasonable efforts to ensure that Our Site is secure and free from viruses and malware, but not limited to, the scanning

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of all Content uploaded

for viruses and malware].

14.2 You are responsible for any damage to hardware, software, data and other equipment caused by viruses or other malware, or any other harmful either to or via Our Site.

hardware, software, data and other equipment caused by viruses or other malware, or any other harmful either to or via Our Site.

14.3 You must not deliberately upload, post, transmit, email or otherwise make available any material which is malicious or harmful either to or via Our Site.

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14.4 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.

14.5 You must not attempt to carry out a distributed denial of service attack, a denial of service attack, or any other means.

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14.6 By breaching the 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 by disclosing your identity to them. Your right to use Our Site will be suspended and/or deleted.

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15. Privacy and Cookies

We will only use your personal data for the purposes set out in Our Privacy Policy, available from <<insert link>> [and Our Cookies Policy, available from <<insert link>>].

ut in Our Privacy Policy, available from <<insert link>>].

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, but not limited to, service changes, changes to Our Terms and Conditions, and changes to your Account.

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16.2 We will never send you marketing emails of any kind without your express consent. If you do not consent, you may opt out at any time. Any and all marketing emails sent to you will include an unsubscribe link. [Email marketing options can also be found in your Account preferences>>.] If you take up to <<insert link>> to effect.

of any kind without your express consent. If you do not consent, you may opt out at any time. Any and all marketing emails sent to you will include an unsubscribe link. [Email marketing options can also be found in your Account preferences>>.] If you take up to <<insert link>> to effect.

16.3 For questions or comments, please contact Us at <<insert email address>> or via <<insert link to contact page>>.

cations from Us (including, but not limited to, service changes, changes to Our Terms and Conditions, and changes to your Account) at <<insert email address>> or via <<insert link to contact page>>.

17. Changes to these Terms and Conditions

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 as soon as they have been implemented.

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17.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version, the current version shall prevail unless otherwise provided.

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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 govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 19.2 If you are a consumer, these Terms and Conditions shall not override any mandatory provisions of the law in your country. If the law in Sub-Clause 19.1 above takes away or reduces your rights, you shall not be bound to rely on those provisions.
- 19.3 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.
- 19.4 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 [non] exclusive jurisdiction of [England & Wales] [Northern Ireland] [Scotland].

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