

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 agree to these Terms and Conditions when signing up for an Account].

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 when signing up for an Account].

1. Definitions and Interpretation

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

the context otherwise requires, the following meanings:

"Account"

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

"Content"

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

"Listing"

listing posted on Our Site by a User detailing details of that User's business;

"Listed Business"

business featured in a Listing;

"User"

any person who uses Our Site; and

"We/Us/Our"

<<insert business name>> [, a company 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. Information About Us

2.1 Our Site, <<insert website address>> is owned and operated by <<insert business name>> [a company registered in England 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>> [a company 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)>>].

regulator(s)>>].

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

association(s) etc.>>].

2.4 [<<insert further information>>].

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 suspended or altered on an "as available" basis. We may alter, suspend or change any part of it) at any time and without notice. We may do so in any way if Our Site (or any part of it) is unavailable for a period.

4. Accounts

- 4.1 Certain parts of Our Site (e.g. the ability to post Listings) may require an Account in order to be accessed.
- 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 of the Account with their supervision.]
- 4.3 When creating an Account, you must provide accurate and complete information. If any 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 [do not require] a password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and special characters. You must keep your password confidential and not share it with anyone else. If you believe your password has been used without your permission, please contact Us immediately. We will not be liable for any unauthorized use of your Account.
- 4.5 You must not use the Account for any purpose without the express permission of Us.
- 4.6 Any personal information you provide to Us in connection with 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 removal of all information. Closing your Account will also remove all access to Our Site requiring an Account for you. [We will not be responsible for what will happen to a user's data>>.]
- 4.8 If you close and delete your Account, any Listing(s) you have posted to Our Site will [also be deleted] [also be retained] [also be terminated] [also be what will happen to Listings>>].

5. Intellectual Property Rights

- 5.1 With the exception of the copyright and other intellectual property rights subsisting in that Content, all Content on Our Site and the rights subsisting in that Content, unless specifically licensed to or has been licensed by Us. All Content (including trademarks) is protected by applicable United Kingdom and international copyright laws and treaties.
- 5.2 Subject to the license granted in sub-Clause 6.4, Users retain the

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who has given the
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tual property rights subsisting in
a Listing is owned by a third party
their material to be used in the

5.3 You may:

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es of software or app);

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5.3.3 Print [one co

Our Site;

5.3.4 Download, c
Our Site; and

wise save extracts from pages on

5.3.5 Save pages

and/or offline viewing.

5.4 You may not system
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om Our Site with a view to creating
ollection, compilation, directory, or
on to do so.

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copy, distribute, se
Content or any oth
permission to do s
email address>>.

you may not otherwise reproduce,
e, or in any other manner re-use
Site unless clearly given express
on, please contact Us at <<insert

5.6 Our status as the
identified licensors

e Content on Our Site (or that of
must always be acknowledged.

5.7 [Nothing in these T
provisions of Chap
'Acts Permitted in
making of temporar
for text and data
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incidental inclusion

mits or excludes the fair dealing
, Designs and Patents Act 1988
'Works', covering in particular the
private study; the making of copies
ercial research; criticism, review,
, parody or pastiche; and the

6. Listings

6.1 An Account is requ
4 for more informati

a Listing. Please refer to Clause

6.2 You agree that you
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accurate and up-to-
have the right to i
Acceptable Usage P

e for your Listing(s). We accept no
Specifically, you agree, represent
t the Listing(s), that all information
at all such information will be kept
ata will be included that you do not
h Listing(s) will comply with Our
Clause 7.

6.3 You agree that you
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ill, to the fullest extent permissible
warranties given by you under sub-
loss or damage suffered by Us as

6.4 You (or your license
Listing(s) and all int
Listing, you grant

n ownership of the content of your
subsisting therein. By submitting a
non-exclusive, fully transferable,

royalty-free, perpetual, exclusive licence to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from and sub-licence that Listing for the purposes of operating the Site.

- 6.5 If you wish to remove a Listing from Our Site, We will use reasonable efforts to remove the Listing. [Removing a Listing from Our Site does not constitute a warranty that your Listing may not be removed or may become unavailable at all without Our reasonable control).

- 6.6 We may reject, redact or remove any Listing from Our Site where, in Our sole opinion, it is in breach of Our Usage Policy, or if We receive a complaint from a third party that the Listing in question should be removed as a result of a breach of Our Usage Policy.

7. Acceptable Usage Policy

- 7.1 You may only use Our Site in a manner 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 ordinances;
- 7.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- 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 code that may corrupt, damage, or adversely affect computer hardware, software, or data;
- 7.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm or harass any person or entity in any way.
- 7.2 When posting a Listing on Our Site, you must not post, or cause to be posted, any content that:
- 7.2.1 [is sexually explicit or obscene];
- 7.2.2 is obscene, defamatory, libelous, or otherwise inflammatory;
- 7.2.3 promotes violence or illegal activities;
- 7.2.4 promotes, advocates, or incites any form of unlawful activity (including any breach of rules, regulations, or legislation specific to the Listed Business);
- 7.2.5 discriminates on the basis of race, gender, age, group or class, sexual orientation, or any other protected characteristic;
- 7.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm or inconvenience another person;
- 7.2.7 is calculated to mislead or deceive (including any false claims or comparisons concerning the Listed Business or person);

provide licence to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from and sub-licence that Listing for the purposes of operating the Site.

so by <<insert brief description>>. We will use reasonable efforts to remove the Listing in question from Our Site. We do not warrant that the Listing is granted to Us to use that Listing in question, and we do not warrant that, over, that caching or references to the Listing may not be made unavailable (or may not be made available) without Our reasonable control).

any Listing from Our Site where, in Our sole opinion, it is in breach of Our Usage Policy, or if We receive a complaint from a third party that the Listing in question should be removed as a result of a breach of Our Usage Policy.

that is lawful and that complies with the provisions of this Policy.

any with any and all applicable local, national, and international laws, regulations, and ordinances;

way, or for any purpose, that is unlawful or fraudulent;

ngly send, upload, or in any other way transmit any form of virus or other malware, or any other code that may corrupt, damage, or adversely affect computer hardware, software, or data;

way, or for any purpose, that is intended to harm or harass any person or entity in any way.

in any other way using Our Site), you must not post, or cause to be posted, any content that:

teful, or otherwise inflammatory;

s any form of unlawful activity (including any breach of rules, regulations, or legislation specific to the Listed Business);

way defamatory of, any person, group or class, sexual orientation, or any other protected characteristic;

threaten, harass, annoy, alarm, or otherwise harm or inconvenience another person;

y to deceive (including any false claims or comparisons concerning the Listed Business or person);

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7.2.8 is intended to be used by another person or business or otherwise uses their personal data in a way that infringe (or threaten to infringe) otherwise uses their personal data to;

7.2.9 misleadingly misrepresents information in a way that is calculated to deceive (obtain information not included within this definition provided that any of the other provisions of this sub-Clause 7

7.2.10 implies any fact where none exists;

7.2.11 infringes, or infringes, or rights (including copyright, patents, trade marks and database rights)

7.2.12 is in breach of confidence to a third party including, but not limited to, confidential information of confidence.

7.3 [Businesses of the following types are listed:

7.3.1 <<insert business type>>]

7.3.2 <<add further business types as required>>.]

7.4 We reserve the right to suspend, remove or otherwise 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:

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

7.4.2 remove any content from Our Site which violates this Acceptable Use Policy;

7.4.3 issue you with a warning;

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

7.4.5 take further action as appropriate;

7.4.6 disclose such information to enforcement authorities as required or permitted by law and/or

7.4.7 any other action as reasonably appropriate (and lawful).

7.5 We hereby exclude liability for any damages (including, without limitation, any direct, indirect, special, consequential or punitive damages) arising out of any actions (including, without limitation, those set out above) that We may take in response to any 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 recommend you or your products or services, where none exists;

8.1.3 you do not use Our trademarks displayed on Our Site without Our express written permission.

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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 link to any

OR

8.2 [You may not link to the homepage of Our Site, <<insert URL>>. Deep-linking 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

8.4.1 [is sexually explicit;

8.4.2 is obscene, defamatory, defamatory or otherwise inflammatory;

8.4.3 promotes violence;

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 offend another person;

8.4.7 is calculated to deceive;

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 attributes of another person or otherwise misrepresents the person in a way that is calculated to deceive (other than in the context of a bona fide offer that they do not intend to make);

8.4.10 implies any fact where none exists;

8.4.11 infringes, or is likely to infringe, the copyright, patent, trade marks and database rights of another person;

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

8.5 [The content restrictions do 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 web 2.0 or networking sites merely because another user may have posted such links on web 2.0 or networking sites. You are, however, prohibited from posting links on web 2.0 or networking sites that encourage the submission of such content from users.]

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9. Links to Other Sites

Links to other sites may be included on Our Site, but are not under Our control. We do not warrant the content of third party sites and provide the information only and does not assume responsibility for those in control of them.

Unless expressly stated, these sites do not accept responsibility or liability for any link to another site on Our Site is for the information of the sites themselves or of those in control of them.

10. [Advertising

10.1 We may feature a Listing (or Listings) on Our Site and We reserve the right to remove or hide any advertising using HTML/CSS or by any other means.

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10.2 You agree that you will not be responsible for the content of advertising on Our Site.

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10.3 We are not responsible for the content of advertising on Our Site. [Each Listing is the responsibility of the user and we are not responsible for the content of their own advertising material on Our Site including, but not limited to, inaccuracies, or omissions.]

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11. Disclaimers and Legal Responsibility

11.1 Nothing on Our Site should be relied upon for general information, representation or warranty suitable for use in connection with and/or advice on which a specialist advice should be sought. <<describe type of information>>

11.1 Nothing on Our Site should be relied upon for general information, representation or warranty suitable for use in connection with and/or advice on which a specialist advice should be sought. <<describe type of information>>

11.2 Insofar as is permitted by law, we do not guarantee that Our Site or the information on it will not infringe the rights of third parties or that it will be secure.

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11.3 If, as a result of Our Site, you suffer any damage to your device or data, you may be entitled to a refund of the purchase price of the device or data. For more details concerning your rights, please contact your local Citizens Advice Bureau.

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11.4 We make reasonable efforts to ensure that Our Content on Our Site is complete, accurate and up-to-date, but we do not, however, make any representations, warranties or guarantees (whether express or implied) that Our Content is complete, accurate and up-to-date.

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11.5 We are not responsible for the accuracy of, or for any opinions, views, or values expressed on Our Site, or for any such opinions, views, or values expressed by third parties. We do not reflect Our opinions, views, or values in any way. We are not responsible for any goods or services provided by third parties.

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12. Our Liability

- 12.1 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 reliance upon any Listing posted by a User) or otherwise, in contract, tort or otherwise, arising out of or in connection with the use of or provided by Us or whether it is a direct or indirect result of the use of Our Site.
- 12.2 To the fullest extent permitted by law, We exclude all representations, warranties, and guarantees (express or implied) that may apply to any Content included on Our Site.
- 12.3 If you are a business, we accept no liability for loss of profits, sales, business or revenue, opportunity, goodwill or reputation; loss of anticipated savings; or for any indirect or consequential loss or damage.
- 12.4 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. Clause 11.3, We accept no liability for any loss or damage, including denial of service attacks, or affect your hardware or your use of Our Site or any other site referred to in this Agreement.
- 12.5 We neither assume nor are we responsible for any disruption or non-availability of Our Site, including, but not limited to, communications network restrictions and censorship.
- 12.6 Nothing in these Terms includes or restricts Our liability for fraud or fraudulent misrepresentation from negligence, or restricted by law. This includes relating to digital content and Trading Standards Commission.

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, but not limited to, the scanning of all Content uploaded to Our Site [We do not, however, guarantee that Our Site is secure or free from viruses or malware in respect of the same, as detailed in sub-Clause 12.4.]
- 13.2 You are responsible for protecting your hardware, software, data and other information from internet security risks.
- 13.3 You must not deliberately upload or distribute any material which is malware or other malware, or any other material which is 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.

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13.5 You must not attack or attempt to cause a distributed denial of service attack, a denial of service attack, a computer virus or other means.

13.6 By breaching the Terms and Conditions or committing a criminal offence under all such breaches will be reported to the relevant law enforcement authorities and We will cooperate with them. Your right to be heard will not be affected by this breach.

of a denial of service attack, a denial of service attack, a computer virus or other means.

By breaching the Terms and Conditions or committing a criminal offence under all such breaches will be reported to the relevant law enforcement authorities and We will cooperate with them. Your right to be heard will not be affected by this breach.

14. Privacy and Cookies

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

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

15. Data Protection

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

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

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.

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. All marketing emails sent to you will include an unsubscribe link. [Email marketing preferences can also be set in your Account preferences location, e.g. your Account preferences>>]. If you do not consent, we will not take up to <<insert link>> for your new preferences to take effect.

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. All marketing emails sent to you will include an unsubscribe link. [Email marketing preferences can also be set in your Account preferences location, e.g. your Account preferences>>]. If you do not consent, we will not take up to <<insert link>> for your new preferences to take effect.

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

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

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 when they have been implemented. You are advised to check this page from time to time.

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 when they have been implemented. You are advised 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 previous version, the current version shall prevail unless otherwise stated.

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 stated.

18. Contacting Us

To contact Us, please email us at <<insert email address>> or using any of the other contact details set out in Our Terms and Conditions.

To contact Us, please email us at <<insert email address>> or using any of the other contact details set out in Our Terms and Conditions.

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methods provided on Our c

link to contact page>>.

19. Law and Jurisdiction

19.1 These Terms and (whether contractual accordance with the

relationship between you and Us e governed by, and construed in s] [Northern Ireland] [Scotland].

19.2 If you are a consumer law in your country away or reduces yo

any mandatory provisions of the in Sub-Clause 19.1 above takes o rely on those provisions.

19.3 If you are a consumer between you and relationship between subject to the jur Northern Ireland, as

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

19.4 If you are a business the relationship be associated therewith [non] exclusive jur Ireland] [Scotland].

ning these Terms and Conditions, any matters arising therefrom or r otherwise) shall be subject to the of [England & Wales] [Northern