

BACKGROUND:

These Terms and Conditions herein, set out the terms and conditions of use of the website address>> (“Our Site”) and ensure that you understand and agree to 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 in these Terms and Conditions. You may use this website, <<insert website address>> by agreeing to these Terms and Conditions carefully and to comply with and be bound by these Terms and Conditions upon your first use of Our Site] and to comply with and be bound by these Terms and Conditions when signing up for an Account. 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:

required for a User to access certain areas of Our Site, as detailed in

“Content”

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;

“Expert Review”

performed on Our Site by one of Our Experts;

“User”

any person who uses Our Site;

“User Review”

any review posted on Our Site by a User; and

“We/Us/Our”

<<insert company 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>>] [Our VAT number is <<insert VAT number>>].

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>>] OR [of] <<insert 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 interrupted or suspended 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 and features (including the ability to submit User Reviews) may require an Account to access them.
- 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 you must use it 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 it is kept up-to-date.
- 4.4 We [require] OR [recommend] that you 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 secure and not to share your Account with anyone else.] If you believe your Account has been used without your permission, please contact Us at <<insert email address>>. We will not be liable for any unauthorized use of your Account.
- 4.5 You must not use an Account to impersonate the User to whom the Account is assigned.
- 4.6 Any personal information collected through an 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 the parts of Our Site requiring an Account for access. [<<Insert a statement of what will happen to a user's data>>.]
- 4.8 If you close and delete your Account, any User Reviews that you have submitted to Our Site will be removed OR [be anonymised by <<insert statement of what will happen to a user's reviews and avatar>>].

5. Intellectual Property Rights

- 5.1 With the exception of the Content of Our Site and the Content of the User Reviews, all Content included on Our Site and the Content of the User Reviews (other than the Content of the User Reviews) is protected by intellectual property rights subsisting in that Content, unless otherwise stated, and belongs to or has been licensed by Us. All Content (other than the Content of the User Reviews) is protected by applicable United Kingdom intellectual property laws and treaties.
- 5.2 Subject to sub-Clause 5.1, you may not reproduce, copy, distribute, sell, rent, lease, or otherwise re-use Content from Our Site unless you have obtained our prior written permission to do so by Us.

- 5.3 You may:
- 5.3.1 Access, view and download the 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 the Content on Our Site for caching;
 - 5.3.3 Print [one copy] of the Content on Our Site;
 - 5.3.4 Download or copy the Content on Our Site; and
 - 5.3.5 Save pages of the Content on Our Site for on-line and/or offline viewing.
- 5.4 Our status as the provider of the Content on Our Site (or that of our licensors) must always be acknowledged.
- 5.5 You may not use any Content on Our Site for commercial purposes without a licence from Us (or our licensors), as appropriate. This does not prohibit the normal access, viewing and use of the Content on Our Site for information purposes whether by individual users or business users or companies.
- 5.6 [Nothing in these Terms and Conditions overrides the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', which includes the making of temporary copies; the making of copies for text and data analysis for research and private study; quotation and news reporting; and the incidental inclusion of copyright material.]
- ## 6. User Reviews
- 6.1 An Account is required to submit User Reviews. Please refer to Clause 4 for more information.
- 6.2 You agree that you are responsible for your User Reviews. Specifically, you warrant that you have the right to submit the User Reviews, that the opinions stated are accurate and true, that all such User Reviews will comply with Our Acceptable Use Policy set out below in Clause 7.
- 6.3 You agree that you will, to the fullest extent permissible by law, indemnify Us against all losses or damages suffered by Us as a result of such breach.
- 6.4 You (or your licensors) retain ownership of your User Reviews and all intellectual property therein. When you submit a User Review you grant Us a non-exclusive, fully transferrable, royalty-free, perpetual, exclusive licence to use, store, archive, syndicate, publish, reproduce, distribute, prepare derivative works from, and sub-licence it for the purposes of operating and promoting Our Site, and you also grant Other Users the right to copy and quote from the Content within Our Site.]
- 6.5 If you wish to remove your User Reviews from Our Site, the User Reviews in question must be anonymised by <<insert description, e.g. "removing your name from the review">>]. Please note, however, that we may not be able to remove the User Reviews immediately or at all where they are outside of Our reasonable control.

- 6.6 We may pre-screen User Review(s) from Our Site including, but not limited to, circumstances where, in Our sole opinion, they violate Our Acceptable Usage Policy, or if We receive a complaint from a third party that the User Review(s) in question should be removed.

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 for any purpose, that is unlawful or for any purpose that is prohibited by applicable 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 code that may adversely affect computer hardware, software, or network performance;
- 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 User Review(s) to Our Site, you must not:
- 7.2.1 [is sexually explicit or lewd];
- 7.2.2 is obscene, defamatory, hateful or otherwise inflammatory;
- 7.2.3 promotes violence or terrorism;
- 7.2.4 promotes or advocates illegal activity;
- 7.2.5 discriminates on the basis of race, gender, age, group or class, sexual orientation, or other protected status;
- 7.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person (this does not include negative feedback);
- 7.2.7 is calculated to deceive;
- 7.2.8 is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal data in a way that is prohibited by applicable law;
- 7.2.9 misleadingly represents your identity or affiliation;
- 7.2.10 implies any affiliation with Us where none exists;
- 7.2.11 is intended to promote any product or service (including, but not limited to, advertising or marketing materials), or is of an advertising or promotional nature;
- 7.2.12 infringes, or otherwise violates, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of another person;
- 7.2.13 is in breach of any applicable law, regulation, or policy, including, but not limited to, confidentiality or privacy laws or policies of confidence.

- 7.3 [The following types of content or services may not be reviewed on Our Site:
- 7.3.1 <<insert prohibited content>>
- 7.3.2 <<add more prohibited content>>
- 7.4 We reserve the right to suspend or terminate your Account and/or your access to Our Site if you not comply with 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, with or without notice, your right to use Our Site;
- 7.4.2 remove any content that is prohibited by you that violate(s) this Clause 7 or any of the other provisions of these Terms and Conditions;
- 7.4.3 issue you with a cease and desist order;
- 7.4.4 take legal proceedings against you for reimbursement of any and all costs incurred by Us for the removal of relevant content resulting from your breach;
- 7.4.5 take further action as appropriate;
- 7.4.6 disclose such information to law enforcement authorities as required or permitted by law;
- 7.4.7 any other action that We deem to be reasonably appropriate (and lawful).
- 7.5 We hereby exclude ourselves from any and all liability arising out of any actions (including, but not limited to those listed above) that We may take in response to breaches of these Terms and Conditions.

8. Links to Our Site

- 8.1 You may link to Our Site, but you must not:
- 8.1.1 You do so in a way that suggests any form of association, endorsement or approval by Us, where none exists;
- 8.1.2 You do not use Our trademarks or logos displayed on Our Site without Our express written permission;
- 8.1.3 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;
- 8.2 [You may link to any page on Our Site, but you must not:
- OR**
- 8.2 [You may not link to any page on Our Site, but you must not:
- 8.2 [You may not link to any page on Our Site, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission.]
- 8.3 [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.]
- 8.4 You may not link to any page on Our Site the content of which contains:
- 8.4.1 [is sexually explicit or pornographic;

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- 8.4.2 is obscene, 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, or cause inconvenience to 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 or otherwise misrepresents the person in a way that is calculated to deceive (other than as provided in this definition provided the other provisions of this sub-Clause 8.4);
- 8.4.10 implies any fact where none exists;
- 8.4.11 infringes, or is calculated to infringe, the intellectual property rights (including patent, copyright, 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 restriction provisions 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 a social networking site 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.]

9. 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 those in control of them.

10. [Advertising]

We may feature advertising on Our Site. We are not responsible for the content of any advertising on Our Site. The advertiser is responsible for the content of their own advertising material. We are not responsible for any advertising on Our Site including, but not limited to, sponsored links, banners, or omissions.]

11. Disclaimers and Legal Responsibility

11.1 Nothing on Our Site should be relied upon for professional or specialist advice should be sought. It is provided for general information only. Information relating to <<describe type of information/activity>> is not intended to be relied upon for professional or specialist advice should be sought. It is provided for general information only. Information relating to <<describe type of information/activity>> is not intended to be relied upon for professional or specialist advice should be sought. It is provided for general information only.

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11.2 Insofar as is permitted by law, We do not make any representation, warranty, or guarantee that Our Site or the Content will not infringe the rights of third parties or that it will be secure.

no representation, warranty, or guarantee that it will not infringe the rights of third parties or that it will be secure with all software and hardware, or that it will be secure.

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11.3 If, as a result of Our Site or the Content, you suffer any loss or damage, including any loss or damage to your data, or if you suffer any other loss or damage, you may be entitled to certain legal remedies. For more details concerning your rights and the remedies available to you as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

reasonable care and skill, any digital content or other digital content belonging to you may be subject to certain legal remedies. For more details concerning your rights and the remedies available to you as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11.4 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.

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11.5 The opinions, views, and values expressed in Content on Our Site, including Reviews, are those of the authors and do not represent the opinions, views, or values of We.

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12. Our Liability

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12.1 To the fullest extent permitted by law, We accept no liability to any user for any loss or damage, including any loss or damage to your data, or if you suffer any other loss or damage, arising out of or in connection with the use of or reliance upon any Content on Our Site.

We accept no liability to any user for any loss or damage, including any loss or damage to your data, or if you suffer any other loss or damage, arising out of or in connection with the use of or reliance upon any Content on Our Site.

12.2 To the fullest extent permitted by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Content on Our Site.

We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Content 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 or damage, including any loss or damage to your data, or if you suffer any other loss or damage, arising out of or in connection with the use of or reliance upon any Content on Our Site.

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12.4 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. However, we do not, however, make any representation, warranty, or guarantee (whether express or implied) that Our Site is free from a virus or other malware, a harmful material or event that may adversely affect you or your data or other material that occurs as a result of your use of or reliance upon any Content on Our Site.

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12.5 We neither assume nor make any representation, warranty, or guarantee (whether express or implied) that Our Site is free from a virus or other malware, a harmful material or event that may adversely affect you or your data or other material that occurs as a result of your use of or reliance upon any Content on Our Site.

liability or liability arising out of any loss or damage, including any loss or damage to your data, or if you suffer any other loss or damage, arising out of or in connection with the use of or reliance upon any Content on Our Site.

12.6 Nothing in these Terms and Conditions shall be construed to restrict or restrict Our liability for death or personal injury resulting from negligence, or any other loss or damage, arising out of or in connection with the use of or reliance upon any Content on Our Site.

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13. Viruses, Malware and Security

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13.1 We exercise all reasonable efforts to ensure that Our Site is secure and

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free from viruses and

13.2 You are responsible for ensuring that any hardware, software, data and other material from viruses and

13.3 You must not deliberately introduce any malware, viruses or other malware, or any other material which is malicious or 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.

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

13.6 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 and We will cooperate with them. Your right to use Our Site will be immediately terminated in the event of such a breach.

14. Privacy and Cookies

Use of Our Site is also governed by our Privacy and Cookie 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 in accordance with our Data Protection Policy, available from <<insert link>> [and our Privacy Policy, available from <<insert link>>].

16. [Communications from Us]

16.1 If We have your contact details, We may from time to time send you important notices by email. Such notices may include, but not limited to, service changes and updates to our Terms and Conditions.

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. If you opt out of receiving emails from Us, it may take up to <<insert period>> for this change to take effect.

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

18. Contacting Us

To contact Us, please email us at <<insert email address>> or using any of the

hardware, software, data and other material from viruses and internet security risks.

s or other malware, or any other material which is malicious or harmful either to or via 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.

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

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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. If you opt out of receiving emails from Us, it may take up to <<insert period>> for this change to take effect.

cations from Us (including, but not limited to, service changes and updates to our Terms and Conditions) at <<insert email address>> or via <<insert link to email>> [or our complaints page>>].

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il address>> or using any of the

methods provided on Our [link to contact page>>](#).

19. Law and Jurisdiction

19.1 These Terms and Conditions (whether contractual or otherwise) 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 may still 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 matters 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] [Northern Ireland] [Scotland].

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