

**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 is 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 on an "as available" basis. We may alter, suspend or discontinue 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 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 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 symbols. 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 an Account to impersonate 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 privacy policy 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 Listing(s) you have posted to Our Site will [also be deleted] [will be terminated] [will be archived] [will be made available to Us under sub-Clause 6.4 of 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 Content you provide to or has been licensed by Us. All Content (including but not limited to 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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Listings posted by t  
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a Listing is owned by a third party  
their material to be used in the

5.3 You may:

5.3.1 Access, view  
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web browser (including any web  
es of software or app);

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for caching;

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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  
or compiling any fo  
database unless giv

om Our Site with a view to creating  
ollection, compilation, directory, or  
on to do so.

5.5 Subject to sub-Clas  
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  
quotation and nev  
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 requi  
4 for more informati

a Listing. Please refer to Clause

6.2 You agree that you  
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and warrant that yo  
in the Listing(s) is a  
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  
t 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  
by law, indemnify U  
Clause 6.2. You wi  
a result of such bre

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

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

provide licence to use, store, archive, 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 guarantee that your Listing may not be made available at all where We have reasonable control).

so by <<insert brief description>>. We will use reasonable efforts to remove the Listing in question from Our Site. We will not be responsible for any damage or loss granted to Us to use that Listing. However, that caching or references to the Listing may be made available (or may not be made available) at all where We have reasonable control).

- 6.6 We may reject, reject, or remove a Listing from Our Site where, in Our sole opinion, it is in violation 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 its content.

any Listing from Our Site where, in Our sole opinion, it is in violation 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 its content.

## 7. Acceptable Usage Policy

- 7.1 You may only use the Site in accordance with the provisions of this Policy.

that is lawful and that complies with applicable law.

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

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

- 7.1.2 you must not use the Site in any way, or for any purpose, that is unlawful or fraudulent;

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

- 7.1.3 you must not use the Site in any way transmitting any other content that is harmful, defamatory, or otherwise inflammatory;

transmitting any other content that is harmful, defamatory, or otherwise inflammatory; or in any other way that may harm, damage, or adversely affect computer hardware, software, or data;

- 7.1.4 you must not use the Site in any way intended to harm, damage, or adversely affect computer hardware, software, or data;

in any way, or for any purpose, that is unlawful or fraudulent; or in any other way that may harm, damage, or adversely affect computer hardware, software, or data;

- 7.2 When posting a Listing, you must not post, or include in a Listing, content that:

is in any other way using Our Site), or in any other way that may harm, damage, or adversely affect computer hardware, software, or data; or do anything that:

- 7.2.1 [is sexually explicit or pornographic];

- 7.2.2 is obscene, defamatory, or otherwise inflammatory;

defamatory, or otherwise inflammatory;

- 7.2.3 promotes violence or terrorism;

- 7.2.4 promotes, advocates, or encourages any form of unlawful activity (including any breach of rules, regulations, or legislation specific to the Listed Business);

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

- 7.2.5 discriminates on the basis of race, gender, age, group or class, sexual orientation, or other protected characteristics;

in any way defamatory of, any person, group, or entity, or on the basis of race, sex, religion, nationality, disability, or other protected characteristics;

- 7.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;

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

- 7.2.7 is calculated to mislead or deceive (including any false claims or comparisons concerning the Listed Business or person);

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

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7.2.8 is intended to mislead or otherwise uses their personal data in a way that is prohibited by applicable law;

7.2.9 misleadingly misrepresents the person or business or otherwise in a way that is calculated to deceive (obtain or attempt to obtain) information not included within this definition provided that such information is not covered by any of the other provisions of this sub-Clause 7.2;

7.2.10 implies any fact where none exists;

7.2.11 infringes, or attempts to infringe, the intellectual property rights (including copyright, patents, trade marks and database rights) of a third party;

7.2.12 is in breach of a duty of confidentiality owed to a third party including, but not limited to, confidentiality of 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 against you 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 law enforcement authorities as required or permitted by applicable law and/or

7.4.7 any other action that We consider reasonably appropriate (and lawful).

7.5 We hereby exclude liability for any damages (including, but not limited to, direct, indirect, special, consequential or punitive damages) arising out of any actions (including, but not limited to, those set out 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

8.1.1 you do so in a way that

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

8.1.3 you do not use 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 details.]

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, hateful or otherwise inflammatory;

8.4.3 promotes violence

8.4.4 promotes or encourages 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 distress another person;

8.4.7 is calculated to mislead or 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 a way included 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 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 social networking sites merely because another user may have posted such links on the site. You are, however, prohibited from posting links on websites that encourage the submission of such content from users.]

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Unless expressly stated, these sites accept responsibility or liability for any link to another site on Our Site is for the benefit of the sites themselves or of

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- to Listings) on Our Site and We are not responsible for the same page as any Listing. We do not control, approve or hide any advertising using Our Site. We are not responsible for the content of advertising on Our Site. We are not responsible for the content of their own advertising. We are not responsible for any advertising on Our Site. We are not responsible for inaccuracies, or omissions.]

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- which you should rely. It is provided that, in particular, we make no representation or warranty that any part of our Site (including Listings) is accurate or constitutes accurate data that can be relied upon. [Professional or otherwise] before taking any action relating to such the website relates>>.]
- We make no representation, warranty, or agreement, that it will not infringe the rights of any third party with all software and hardware, and we exercise reasonable care and skill, any digital content (not Content uploaded by a User) that may belong to you, if you are a user of our Site, to pursue all legal remedies. For more details as a consumer, please contact your local Consumer Office.
- That Our Content on Our Site is accurate, we do not, however, make any representation (whether express or implied) that it is up-to-date.
- We do not guarantee the accuracy of, or for any opinions, views, or values expressed in such opinions, views, or values, nor do we reflect Our opinions, views, or values, nor any involvement in, any liability for any actions taken, or for any loss of Business.

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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) Our Site or 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 Our Site or 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 other material or event that may adversely affect your hardware or software, or your use of Our Site, or any other site referred to in this Agreement, resulting from the use of any Content from it) or any other site referred to in this Agreement.
- 12.5 We neither assume nor warrant any liability or liability arising out of any disruption or non-availability of Our Site, including, but not limited to, network communications network failure, host equipment failure, events, acts of war, or legal actions.
- 12.6 Nothing in these Terms and Conditions includes or restricts Our liability for fraud or fraudulent conduct, or death or personal injury resulting from negligence, or liability which cannot be excluded or restricted by law. This includes, but is not limited to, our local Citizens' Advice Bureau or Trading Standards Office.

## 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, warrant that Our Site is secure or free from viruses or malware, or other malware and security risks, as detailed in sub-Clause 12.4.]
- 13.2 You are responsible for protecting your hardware, software, data and other information from viruses and malware and 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 connected to Our Site.



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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 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 the Site will be terminated immediately in the event of such a breach.

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

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 the Site will be terminated immediately in the event of such a 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 are 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 are 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 will contain an unsubscribe link. [Email marketing preferences can also be set in your Account <<insert link>>].] If you do not consent, we will not send you marketing emails from us at any time, it may be that we will send you marketing emails 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 will contain an unsubscribe link. [Email marketing preferences can also be set in your Account <<insert link>>].] If you do not consent, we will not send you marketing emails from us at any time, it may be that we will send you marketing emails 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 <<insert email address>> or using any of the

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

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methods provided on Our d

ink 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