

BACKGROUND:

These Terms of Use, together with the documents referred to herein, set out the terms of use of this website, <<insert website address>> (“Our Site”). Please read these Terms of Use carefully and ensure that you understand them. [You will be deemed to have accepted these Terms of Use if you use this website with and be bound by these Terms of Use.] **AND/OR** [You will be deemed to have accepted these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to Paid Listings. Please refer to Our Terms of Sale for more information <<insert link to Terms of Sale>>.

1. Definitions and Interpretation

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

“Account”

“Content”

[“Free Listing”

“Paid Listing”

“Listed Business”

[“Third Party Advertiser”

[“Third Party Advertising”

“User”

“We/Us/Our”

other documents referred to herein, use this website, <<insert website address>>. You will be deemed to have accepted these Terms of Use if you use this website with and be bound by these Terms of Use.] **AND/OR** [You will be deemed to have accepted these Terms of Use when signing up for an Account]. If you do not agree to comply with these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to Paid Listings. Please refer to Our Terms of Sale for more information <<insert link to Terms of Sale>>.

otherwise requires, the following

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

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

any listing posted on Our Site by a User is of that User’s business;]

directory listing posted on Our Site for a fee, providing details of

is featured in a [Free or] Paid

responsible for Third Party Advertising displayed on Our Site;

displayed on Our Site in addition to Paid Listings, as detailed in Clause

Site; and

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

2. Information About Us

- 2.1 Our Site, <<insert business name>> [owned and] operated by <<insert business name>> is registered in England under <<insert company number>> and its registered address is <<insert registered address>> and where it is registered is] **OR** [of] <<insert address>>]. [Our VAT number is <<insert VAT number>>].]
- 2.2 [We are regulated by <<insert regulator(s)>>].]
- 2.3 [We are a member of <<insert association(s) etc.>>].]
- 2.4 [<<insert further information>>].]

3. Access to Our Site

- 3.1 Access to Our Site is available to all users.
- 3.2 It is your responsibility to make any necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is available on an "as available" basis. We may alter, suspend or discontinue access to any part of it at any time and without notice. We do not guarantee that any part of Our Site (or any part of it) is unavailable at any time or for any period.

4. Accounts

- 4.1 Certain parts of Our Site (including [Free Listings and] Paid Listings) 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 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 you provide is inaccurate or changes at a later date, it is your responsibility to ensure that the information 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 special characters. e.g. "a combination of lowercase and uppercase letters, numbers and special characters". It is your responsibility to keep your password secure and not to share your Account with anyone else. If you believe your Account has been used without your permission, please contact Us immediately. We will not be liable for any unauthorized use of your Account.
- 4.5 You must not use an Account to post any content without the express permission of Us. The content you post must be accurate and not defamatory, obscene, abusive, fraudulent, unlawful, or in violation of applicable law.
- 4.6 Any personal information you provide in your Account will be collected, used, and stored in accordance with our privacy policy and obligations under the law, as set out in Clause 18.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the deletion of your Account information. Closing your Account will also remove all access to the parts of Our Site requiring an Account for access. [<<Insert additional information about what will happen to a user's data>>].]

4.8 [If you close and delete your Account, your Free Listing(s) you have posted to Our Site will [also be deleted]. Clause 6.4 will be terminated. See the Terms of Use for more information on what will happen to Free Listings>>].

5. Intellectual Property Rights

5.1 With the exception of Content that you own, all Content included on Our Site and the content of that Content, unless otherwise licensed by Us. All Content is protected by applicable property laws and treaties.

5.2 Subject to sub-Clause 5.3, you may not reproduce, copy, distribute, sell, rent, lease, or otherwise re-use Content from Our Site unless you obtain prior written permission to do so by Us.

5.3 You may:

5.3.1 Access, view, and use Content through a web browser (including any web browser plug-ins or software or app);

5.3.2 Download Content for caching;

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

5.3.4 Download Content from Our Site; and

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

5.4 Our status as the licensor of Content on Our Site (or that of any third party) may be acknowledged.

5.5 You may not use any Content for commercial purposes without a licence from Us (or Our licensors, as appropriate). This does not prohibit the normal access, viewing and use of Content for information purposes whether by business users or consumers.

5.6 [Nothing in these Terms shall limit the operation of Chapter III of the Copyright Act 1988 in relation to Copyright; research and analysis for non-commercial purposes; reporting; caricature and the incidental inclusion of copyright material.]

6. [Free Listings]

6.1 An Account is required to post a Free Listing. Please refer to Clause 4 for more information.

6.2 You agree that you are responsible for your Free Listing. Specifically, you warrant that you have the right to include the information in the Free Listing is accurate and truthful, that all information is kept accurate and up-to-date, that you do not have the right to include, and that you will comply with the Acceptable Usage Policy, detailed below in Clause 13.

Free Listing(s) you have posted to Our Site will [also be deleted]. Clause 6.4 will be terminated. See the Terms of Use for more information on what will happen to Free Listings>>].

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5.3.2 Download Content for caching;

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5.3.4 Download Content from Our Site; and

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

Our status as the licensor of Content on Our Site (or that of any third party) may be acknowledged.

You may not use any Content for commercial purposes without a licence from Us (or Our licensors, as appropriate). This does not prohibit the normal access, viewing and use of Content for information purposes whether by business users or consumers.

[Nothing in these Terms shall limit the operation of Chapter III of the Copyright Act 1988 in relation to Copyright; research and analysis for non-commercial purposes; reporting; caricature and the incidental inclusion of copyright material.]

An Account is required to post a Free Listing. Please refer to Clause 4 for more information.

You agree that you are responsible for your Free Listing. Specifically, you warrant that you have the right to include the information in the Free Listing is accurate and truthful, that all information is kept accurate and up-to-date, that you do not have the right to include, and that you will comply with the Acceptable Usage Policy, detailed below in Clause 13.

- 6.3 You agree that you will, to the fullest extent permissible by law, indemnify Us for all losses or damages, including reasonable legal fees, arising from or caused by the Free Listing, including but not limited to the warranties given by you under sub-Clause 6.2. You will not be liable for any loss or damage suffered by Us as a result of such breach.
- 6.4 You (or your licensee) own the copyright and other intellectual property rights in ownership of the content of your Free Listing and all other rights subsisting therein. By submitting a Free Listing, you grant Us an unconditional, non-exclusive, fully assignable, irrevocable, [non-transferable,] worldwide licence to use, copy, adapt, edit, reproduce, distribute, perform and sub-licence that Free Listing for the purpose of promoting Our Site.
- 6.5 If you wish to remove the Free Listing from Our Site, you may do so by <<insert brief description>>. Your efforts to remove the Free Listing in question from Our Site also revokes the licence granted to Us to use the Free Listing under sub-Clause 6.4. Please note, however, that cached copies of your Free Listing may not be made immediately unavailable at all where they are outside of Our reach.
- 6.6 We may reject, reject or remove the Free 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 Free Listing in question should be removed.

7. Links to Our Site

- 7.1 You may link to Our Site, provided that:
- 7.1.1 you do so in a way that does not suggest any form of association, endorsement or approval by Us, where none exists;
 - 7.1.2 you do not use Our name or logo or marks displayed on Our Site without Our express written permission;
 - 7.1.3 you do not use Our name or logo or marks displayed on Our Site without Our express written permission;
 - 7.1.4 you do not do anything that is calculated to damage Our reputation or to take unfair advantage of Our reputation.
- 7.2 [You may link to any page on Our Site, including the homepage of Our Site, <<insert URL>>. Deep-linking to any page on Our Site requires Our express written permission. Please contact Us at <<insert email address>> for further information.]
- 7.3 [Framing or embedding content from Our websites is not permitted without Our express written permission. Please contact Us at <<insert email address>> for further information.]
- 7.4 You may not link to any page on Our Site that contains material that:
- 7.4.1 [is sexually explicit or pornographic;
 - 7.4.2 is obscene, defamatory or otherwise inflammatory;
 - 7.4.3 promotes violence or hatred;

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- 7.4.4 promotes or assists in any unlawful activity;
 - 7.4.5 discriminates on the basis of race, sex, age, marital status, sexual orientation, or any way defamatory of, any person, organization, or institution, race, religion, nationality, disability, or ethnicity;
 - 7.4.6 is intended to threaten, harass, annoy, alarm, or cause physical or mental harm to another person;
 - 7.4.7 is calculated to deceive another person;
 - 7.4.8 is intended to infringe (or to threaten to infringe) the intellectual property rights of another person;
 - 7.4.9 misleadingly represents the identity or attributes of another person or otherwise misrepresents the person in a way that is calculated to deceive (other than as permitted or included in this definition provided by the other provisions of this sub-Clause 7.4);
 - 7.4.10 implies any fact where none exists;
 - 7.4.11 infringes, or attempts to infringe, the intellectual property rights (including but not limited to, copyright, trade marks and database rights) of another person;
 - 7.4.12 is made in breach of any legal duties of confidence.
- 7.5 [The content restricted to sites by other users with the provisions of this clause from posting links of another user may not be posted on web content from users.]

8. 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.

9. [Advertising]

- 9.1 We may feature Third Party Advertising on Our Site and We reserve the right to display Third Party Advertising on any page as any content from any User.
- 9.2 You agree that you will not remove or hide any Third Party Advertising using any method.
- 9.3 We are not responsible for any Third Party Advertising on Our Site. [Insert business name] is responsible for the content of advertising material] OR [Each user is responsible for the content of their own Third Party Advertising. We will not be responsible for any inaccuracies, or omissions, but not limited to, any errors,

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10. Disclaimers and Legal Rights

- 10.1 Nothing on Our Site is intended to be relied upon for general information. You should always be satisfied with the quality of information/activities before acting on any information provided.
- 10.2 Insofar as is permitted by law, we do not guarantee that Our Content will not infringe the rights of third parties or that it will be safe, accurate, or that, with care and skill, any digital content below will not cause you certain legal remedies as a consumer, please contact the Consumer Standards Office.
- 10.3 We make reasonable efforts to ensure that Our Content is complete, accurate, and up-to-date. We do not, however, make any representations, warranties, or guarantees that the Content is complete, accurate, or up-to-date.
- 10.4 [We are not responsible for the accuracy of, or for any opinions, views, or values expressed on Our Site. Any such opinions, views, or values are those of the User and do not reflect Our opinions, views, or values in any way. We do not, however, nor any involvement in, any Free Listings, and We do not accept any liability for any actions taken, or for any products or services.]

which you should rely. It is provided for general information only. It is not intended to be relied upon for Professional or specialist advice. You should always be satisfied with the quality of information/activities before acting on any information provided. [relating to <<describe type of information/activities>>] OR [on the basis of any information provided.]

We make no representation, warranty, or guarantee that it will not infringe the rights of third parties or that it will be safe, accurate, or that, with care and skill, any digital content below will not cause you certain legal remedies as a consumer, you may be entitled to certain legal remedies concerning your rights and remedies as a consumer, please contact the Citizens Advice Bureau or Trading Standards Office.

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 representations, warranties, or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

[We are not responsible for the accuracy of, or for any opinions, views, or values expressed on Our Site. Any such opinions, views, or values are those of the User and do not reflect Our opinions, views, or values in any way. We do not, however, nor any involvement in, any Free Listings, and We do not accept any liability for any actions taken, or for any products or services.]

11. Our Liability

- 11.1 The provisions of the Terms of Use [and Free Listings] but not to the Terms of Sale <<insert link to Terms of Sale>> apply to Content in the Free Listings.
- 11.2 To the fullest extent permitted by law, we do not accept any liability for any loss or damage (including negligence, whether in contract, tort, or in connection with the use of or reliance upon any information provided by Us or whether it is a Free Listing)] included on Our Site.
- 11.3 To the fullest extent permitted by law, we do not accept any liability for any loss or damage (including negligence, whether in contract, tort, or in connection with the use of or reliance upon any information provided by Us or whether it is a Free Listing)] included on Our Site.
- 11.4 If you are a business, we do not accept any 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.
- 11.5 We exercise all reasonable efforts to ensure that Our Site is free from viruses and other malware. Subject to sub-Clause 10.2, We accept no liability for any actions taken, or for any products or services.]

to the use of Our Site [and Free Listings] but not to the Terms of Sale <<insert link to Terms of Sale>> apply to Content in the Free Listings. governed separately by Our Terms of Use. The provisions of the Terms of Use [and Free Listings] but not to the Terms of Sale <<insert link to Terms of Sale>> apply to Content in the Free Listings.

We accept no liability to any User for any loss or damage (including negligence, whether in contract, tort, or in connection with the use of or reliance upon any information provided by Us or whether it is a Free Listing)] included on Our Site.

We exclude all representations, warranties, or guarantees (whether express or implied) that may apply to the Content (whether express or implied) included on Our Site.

We do not accept any 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.

We ensure that Our Site is free from viruses and other malware. Subject to sub-Clause 10.2, We accept no liability for any actions taken, or for any products or services.]

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distributed denial of service attacks or other harmful material that may adversely affect you or your device as a result of your use of the Site (including it) or any other site.

harmful material or event that may adversely affect you or your device as a result of your use of the Site (including it) or any other site.

11.6 We neither assume nor disavow any liability or responsibility for any disruption or non-performance of the Site, including, but not limited to, network failure, host equipment failure, telecommunications network congestion, events, acts of war, or legal restrictions and censorship.

liability or liability arising out of any disruption or non-performance of the Site, including, but not limited to, network failure, host equipment failure, telecommunications network congestion, events, acts of war, or legal restrictions and censorship.

11.7 Nothing in these Terms restricts Our liability for fraud or fraudulent misrepresentation, gross negligence, or for any liability which cannot be excluded or restricted by law. This includes, but is not limited to, Our liability relating to digital content and the European Union's Trading Standards Code.

Our liability for fraud or fraudulent misrepresentation, gross negligence, or for any liability which cannot be excluded or restricted by law. This includes, but is not limited to, Our liability relating to digital content and the European Union's Trading Standards Code.

12. Viruses, Malware and Security

12.1 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 in respect of the same, as detailed in sub-Clause 11.5.]

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 in respect of the same, as detailed in sub-Clause 11.5.]

12.2 You are responsible for ensuring that your hardware, software, data and other information is protected from internet security risks.

hardware, software, data and other information is protected from internet security risks.

12.3 You must not deliberately upload or transmit any material which is malicious or harmful either to or via Our Site.

malicious or harmful either to or via Our Site.

12.4 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.

12.5 You must not attempt to launch or participate in a distributed denial of service attack, a denial of service attack, or any other means.

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

12.6 By breaching the provisions of clauses 12.3 to 12.5, you may be in breach of 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.

clauses 12.3 to 12.5, you may be in breach of 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.

13. Acceptable Usage Policy

13.1 You may only use the Site for purposes that are lawful and that complies with the provisions of this clause:

that is lawful and that complies with the provisions of this clause:

13.1.1 you must ensure that your use of the Site complies with any and all local, national or international laws, regulations, and standards.

complies with any and all local, national or international laws, regulations, and standards.

13.1.2 you must not use the Site for any purpose that is unlawful or for any purpose that is prohibited by applicable law.

way, or for any purpose, that is prohibited by applicable law.

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13.1.3 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 severely affect computer hardware, software, or data;

13.1.4 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.

13.2 When [submitting a comment to Our Site)] **OR** [communicating with Us by using Our Site], you must not engage in any of the following things that:

13.2.1 [is sexually explicit, vulgar, hateful or otherwise inflammatory;

13.2.2 is obscene, defamatory, libelous, or otherwise inflammatory;

13.2.3 promotes violence or unlawful activity;

13.2.4 promotes or incites discrimination on the basis of race, ethnicity, gender, religion, nationality, disability, sexual orientation, or age;

13.2.5 discriminates against any individual, group or class of persons on the basis of sexual orientation;

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

13.2.7 is calculated to deceive [(including any false claims or comparisons concerning products, services, or person)];

13.2.8 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 not intended by that person to;

13.2.9 misleadingly misrepresents your identity or a person's identity (obvious parodies are excluded from this definition provided that they do not fall within any of the other provisions of this sub-Clause 13.2);

13.2.10implies any connection with a person or entity where none exists;

13.2.11infringes, or attempts to infringe, the intellectual property rights (including copyright, patents, trade marks and database rights) of another person;

13.2.12is in breach of any applicable law, regulation, or policy, limited to, but not limited to, confidentiality or privacy obligations to a third party including, but not limited to, the disclosure of confidential information or secrets of confidence.

13.3 [Free Listings for the purpose of this Clause] may not be posted: 13.3.1 <<insert description of prohibited content>>. 13.3.2 <<add further prohibited content>>.]

13.4 We reserve the right to suspend or terminate your access to Our Site if you materially breach any of the provisions of these Terms of Use. Additionally, We may take one or more of the following actions:

13.4.1 [suspend or terminate your access to Our Site];

13.4.2 [suspend or terminate your access to Our Terms of Use]; (s) you may have (Please refer to the relevant section of these Terms of Use for more information.)

13.4.3 issue you with a cease and desist order.

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- 13.4.4 take legal p relevant cos
 - 13.4.5 take further
 - 13.4.6 disclose suc as We deem
 - 13.4.7 any other ac
 - 13.5 We hereby exclude but not limited to breaches of these T
- for reimbursement of any and all resulting from your breach;
- as appropriate;
- rcement authorities as required or and/or
- asonably appropriate (and lawful).
- sing out of any actions (including, at We may take in response to

14. Privacy and Cookies

Use of Our Site is also gov and Privacy Policies, available from <<insert link to Cookie Poli to Privacy Policy>>. These policies are incorporated into these erence.

15. Changes to these Terms

- 15.1 We may alter these changes will be hig become binding on been implemented. time.
 - 15.2 In the event of any and any previous v unless it is expressl
- time. [If We do so, details of the is page.] Any such changes will of Our Site after the changes have ed to check this page from time to
- ent version of these Terms of Use current and in effect shall prevail

16. Contacting Us

To contact Us, please en methods provided on Our d

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

17. Communications from Us

- 17.1 If We have your cor from time to time s relate to matters in these Terms of Use
 - 17.2 We will never send consent. If you do all marketing emails options can also preferences>>.] If take up to <<inse request. During tha
 - 17.3 For questions or co limited to marketing via <<insert link to e
- le, you have an Account) We may ces by email. Such notices may to, service changes, changes to changes to your Account.
- of any kind without your express may opt out at any time. Any and unsubscribe link. [Email marketing ert location, e.g. your Account emails from Us at any time, it may ays for Us to comply with your to receive emails from Us.
- cations from Us (including, but not Us at <<insert email address>> or plaints page>>.

18. How We Use Your Personal Data (Data Protection)

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

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 you are a consumer, 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 performance or non-performance of any contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland], as the case may be.

19.4 If you are a business, any matters arising out of or in connection with these Terms and Conditions, or the performance or non-performance of any contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

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