

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before you use Our Site, together with any other documents (such as our Privacy Policy, unless otherwise stated), set out the terms of use governing your use of Our Site (<<insert website address>> (“Our Site”). It is recommended that you save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on <<insert date>>. [The following changes were made: <<insert details of changes>>.]

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Site. If you do not agree with these Terms and Conditions, you must stop using Our Site immediately.

The following document[s] apply to the use of Our Site:

- Our Privacy Policy, in Part 15.
- [Our Cookie Policy, in Part 15.]

We do not sell goods, services or other content through Our Site. No Part of Our Site constitutes a contract for the sale of [goods] AND/OR [services or other content] provided for general information and conditions or contracts. These Terms and Conditions apply to sales conducted <<insert details>> and do not relate to sales conducted <<insert details>>.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

“Content”

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

“We/Us/Our”

<<insert business name>>.

2. Information About Us

2.1 Our Site is operated by <<insert name>>. [We are a limited company registered in England with company number <<insert company number>>. Our registered address is <<insert registered address>> and Our main trading address is <<insert main trading address>>.] **OR** [Our address is <<insert address>>.]

<<insert name>>. [We are a limited company registered in England with company number <<insert company number>> and Our registered address is <<insert registered address>> and Our main trading address is <<insert main trading address>>.] **OR** [Our address is <<insert address>>.]

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

<<insert VAT number>>.]

2.3 [We are regulated by <<insert regulator(s)>>.]

<<insert regulator(s)>>.]



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2.4 [We are a member of a trade association(s) etc.>>.]

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2.7 [<<insert further info

3. **How to Contact Us**

To contact Us, please email Us at <<insert email address>> or telephone Us on <<insert telephone number>>

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4. **Access to Our Site**

4.1 Access to Our Site

4.2 It is your responsibility to make any arrangements necessary in order to access Our Site.

4.3 Access to Our Site is provided on an "as available" basis. We may suspend or discontinue access to any part of it at any time. We do not guarantee that access to Our Site will be available or that access to it will be uninterrupted. [If We suspend or discontinue access to Our Site (or any part of it), We will try to give you reasonable notice of such suspension or discontinuation.]

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5. **Changes to Our Site**

We may alter and update Our Site at any time [of it) at any time [<<insert brief description of potential re . [If We make any [significant] alterations to Our Site (or any part of it) to give you reasonable notice of the alterations.]

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6. **Changes to these Terms and Conditions**

6.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be posted on this page. As explained above, your use of Our Site constitutes your acceptance of these Terms and Conditions. Consequently, these Terms and Conditions will apply to your use of Our Site from the time you use it after the changes have been implemented. We advise you to check this page every time you use Our Site.

6.2 If any part of the current Terms and Conditions conflicts with any previous version, the current version shall prevail unless We explicitly state otherwise.

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7. **[International Users]**

Our Site is intended for use in the United States only. We do not warrant or represent that Our Site or its content is suitable for use in other locations or are suitable for use in other locations.

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8. **How You May Use Our Site**

- 8.1 [All Content including any images, text, graphics, audio, video, software, or other intellectual property rights in the Site that are not specifically labelled otherwise are protected by copyright in the United Kingdom and international law.]
- 8.2 You may access, view, and use the Site using a web browser (including any web browser software or app) and you may download Our Site content for caching (this usually occurs automatically).
- 8.3 You may print one copy of any page(s) from Our Site for personal use only.
- 8.4 You may not modify, copy, or redistribute any downloaded extracts in any way. Images, video, audio, and graphics that are downloaded from Our Site must not be used separately from the rest of the page.
- 8.5 Our status as the licensor of the Content on Our Site (or that of any identified licensors, if applicable) must always be acknowledged.
- 8.6 You may not use any Content downloaded from Our Site for commercial purposes without obtaining a licence from Us (or Our licensors, as applicable) in advance. This includes the use of Our Site Content for purposes by business users or consumers.]]

OR

- 8.1 [All Content including any images, text, graphics, audio, video, software, or other intellectual property rights in the Site that are not specifically labelled otherwise are protected by copyright in the United Kingdom and international law.]
- 8.2 You may access, view, and use the Site using a web browser (including any web browser software or app) and you may download Our Site content for caching (this usually occurs automatically).
- 8.3 You may print copies of any page(s) from Our Site [for personal use].
- 8.4 [Our status as the licensor of the Content on Our Site (or that of any identified licensors, if applicable) must always be acknowledged.]
- 8.5 [You may not use any Content downloaded from Our Site for commercial purposes without obtaining a licence from Us (or Our licensors, as applicable) in advance. This includes the use of Our Site Content for purposes by business users or consumers.]]
- 8.6 [Nothing in these Terms and Conditions overrides or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Material' (which includes exceptions allowing certain uses of copyright material for non-commercial research and private study; text mining; non-commercial research; criticism, review, and reporting; parody, caricature, and pastiche; and information is available from the UK Intellectual Property Office).

Intellectual Property Rights)

the copyright and other intellectual property rights in the Site that are not specifically labelled otherwise are protected by applicable United Kingdom and international law.]

a web browser (including any web browser software or app) and you may download Our Site content for caching (this usually occurs automatically).

acts of any page(s) from Our Site

downloaded extracts in any way. Images, video, audio, and graphics that are downloaded from Our Site must not be used separately from the rest of the page.

the Content on Our Site (or that of any identified licensors, if applicable) must always be acknowledged.

downloaded] from Our Site for commercial purposes without obtaining a licence from Us (or Our licensors, as applicable) in advance. This includes the use of Our Site Content for purposes by business users or consumers.]]

the copyright and other intellectual property rights in the Site that are not specifically labelled otherwise are protected by applicable United Kingdom and international law.]

a web browser (including any web browser software or app) and you may download Our Site content for caching (this usually occurs automatically).

s of any page(s) from Our Site [for personal use].

the Content on Our Site (or that of any identified licensors, if applicable) must always be acknowledged.]

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9. **Links to Our Site**

- 9.1 [You may link to the homepage of Our Site OR [You may only link to the homepage of Our Site if Linking to other pages on Our Site requires our express written permission.]
- 9.2 Links to Our Site must not damage or harm you must not take unfair advantage of Our reputation or the reputation of Our Site.
- 9.3 You must not link to Us (where there is no consent or approval from Us (where there is none).
- 9.4 Your link should not include any trademarks or trade marks displayed on Our Site without Our express written permission.
- 9.5 [You must not frame Our Site on another website without Our express written permission.]
- 9.6 [You may not link to a website the main content of which is unlawful; obscene; defamatory; inappropriate; dishonest; defamatory; discriminatory; that promotes violence, racial hatred, or terrorism; or that We deem to be otherwise unlawful.]

10. **Links to Other Sites**

- 10.1 Links to other websites are not accepted on Our Site. Unless expressly stated, we accept no responsibility or liability for the content of these sites.
- 10.2 The inclusion of a link on Our Site is for information purposes only and does not constitute an endorsement of that website or of its owners, operators, or content.

11. **Disclaimers**

- 11.1 Nothing on Our Site is intended to constitute a contractual offer capable of acceptance. It is provided for general information purposes only. [Professional or specialist advice should always be sought before taking any action relating to <<describe the type of content to which your website relates>>.]
- 11.2 To the extent permitted by law, We make reasonable efforts to ensure that the Content on Our Site is accurate, complete, and up to date, but We make no warranty, express or implied, that this will always be the case.
- 11.3 If you are a business, you are deemed to have accepted any implied representations, warranties, or conditions, and other terms, relating to Our Site and Content.
- 11.4 As set out above, the Content is not intended to constitute a contractual offer capable of acceptance for goods, services, or digital content [AND/OR [services] AND/OR [digital content] provided only for general information purposes only.]
- 11.5 We make every reasonable effort to ensure that all representations and descriptions of [goods, services, or digital content] AND/OR [digital content] shown on Our Site correspond to the actual goods, services, or digital content [AND/OR [services] AND/OR [digital content] available. Any discrepancy may occur as follows:

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a) [There may be differences between goods pictured on Our Site and the actual goods. Images of goods are for illustrative purposes only. There may be differences in colours due to the different devices used to view Our Site. [Other reasons for differences include <<insert possible minor differences>> and weights and, where possible, indicate tolerance and packaging material.] Product

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b) There may be changes between goods described on Our Site and the actual goods. Changes have been recently made to comply with applicable laws and regulatory requirements. Such changes may affect the use of the goods. [More significant changes may be made from time to time [<<insert examples>>].] For further information on goods and your related rights, please refer to Our relevant terms and conditions or <<insert link or other location>>[.]

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c) [[There may be differences between services described on Our Site and the actual services. All services will be provided to you. [The exact nature of services may vary depending upon your individual requirements.] AND/OR [Services may [also] vary due to <<insert reasons>>].]

d) There may be changes between services described on Our Site and the actual services. Changes have been recently made to comply with applicable laws and regulatory requirements. Such changes may affect the use of the services. [More significant changes may be made from time to time [<<insert examples>>].] For further information on services and your related rights, please refer to <<insert name of relevant terms and conditions>> or <<insert link or other location>>[.]

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e) [[There may be differences between digital content described on Our Site and the actual digital content available, including <<insert reasons for discrepancies that may occur>> due to <<insert reasons>>].]

f) There may be changes between digital content described on Our Site and the actual digital content. Changes have been recently made to comply with applicable laws and regulatory requirements. Such changes may not affect your use of the digital content. [More significant changes may be made from time to time [<<insert examples>>].] For further information on digital content and your related rights, please refer to <<insert name of relevant terms and conditions>> or <<insert link or other location>>[.]

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12. Our Liability

12.1 Nothing in these Terms and Conditions shall exclude or restrict Our liability for death or personal injury resulting from negligence, or liability which cannot be lawfully

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12.2 If you are a business using Our Site in the course of business or for commercial purposes, We accept no liability for any damage, whether foreseeable or otherwise, in contract (including negligence), for breach of statutory duty, or otherwise, arising from or in connection with the use of Our Site or the use of any Content included on Our Site.

12.3 If you are a business, we do not accept any liability for loss of profit, sales, opportunity, goodwill, or reputation; or for any indirect or consequential loss or damage.

12.4 [Our Site is intended for use only.] If you are a consumer, you agree that [you will not use Our Site for commercial or business purposes and that] We shall not be liable for any business losses as set out above.

12.5 [Subject to Part 12.6, we do not warrant that consumer and digital content from Our Site damages a device belonging to you, where that damage is caused by our negligence. If, with reasonable skill and care, We will not be able to repair or replace the device, we will not be liable for any such damage.]

12.6 [Note that the right to repair in Part 12.5 will be lost if the damage in question is caused by you or avoided by following advice or instructions from Us or our suppliers, or if the damage resulted from your failure to follow the minimum system requirements provided by Us for the device.]

13. **Viruses, Malware, and Security**

13.1 We exercise reasonable care to ensure that Our Site is secure and free from viruses and other malicious software. We do not guarantee that this is the case.

13.2 You are responsible for protecting your hardware, software, data, and other information from internet security risks.

13.3 You must not deliberately introduce viruses or other malware, or any other harmful 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 disrupt our service by means of a denial of service attack, a distributed denial of service attack, or any other means.

13.6 By breaching the provisions of clause 13.5, 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 fully with them, including disclosing your identity to them. Your right to use Our Site will be suspended immediately in the event of such a breach.

14. **Acceptable Usage of Our Site**

14.1 You may only use Our Site for:

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- a) You must not use Our Site in connection with any and all local, national, or international laws, regulations, or other legal requirements that apply;
- b) You must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- c) You must not use Our Site to knowingly send, upload, or in any other way transmit any form of virus or other malware or software that may adversely affect computer hardware, software, or data.

14.2 If you fail to comply with these Terms and Conditions, you will be in breach of these Terms and Conditions. If you take one or more of the following actions in response to a breach of these Terms and Conditions:

- a) Suspend or terminate your access to Our Site;
- b) Issue you with a cease and desist letter;
- c) Take legal proceedings against you for reimbursement of any and all costs incurred by Us, including reasonable legal costs, resulting from your breach;
- d) Take further action against you, as appropriate;
- e) Disclose such information to law enforcement authorities as required or permitted by law, and/or
- f) Any other action that we deem reasonably appropriate (and lawful).

14.3 We hereby exclude our liability for any and all damages, including but not limited to, direct, indirect, consequential, or punitive damages, arising out of any actions that We may take (including, but not limited to, those set out above in Part 14.2) in response to a breach of these Terms and Conditions.

15. How We Use Your Personal Information

We will only use your personal information in accordance with what is set out in Our Privacy Policy, available at [\[insert link\]](#) and Our Terms and Conditions available from [\[insert link\]](#).

16. [Communications from Us]

16.1 If We have your contact information, we may contact you and you important notices by email from time to time. Such communications may include, but not limited to, matters including, but not limited to, changes to Our Site and Our Terms and Conditions.

16.2 We will not send you any marketing emails without your express consent. If you do not give us your express consent at any time. All marketing emails from Us include an unsubscribe link. If you opt out of emails from Us, it may take up to <<insert period>> for the opt out to take effect and you may continue to receive emails during this period.

16.3 For questions or comments regarding our communications from Us, please contact Us using the details set out in Our Privacy Policy.

17. Law and Jurisdiction

17.1 These Terms and Conditions govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with, the law of the jurisdiction in which we are based.

17.2 If you are a consumer, these Terms and Conditions shall not prevail to the extent they conflict with any mandatory provisions of the law of the jurisdiction in which you are based.

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