Terms and conditions of use

1. Introduction

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you [register with our website, submit any material to our website or use any of our website services], we will ask you to expressly agree to these terms and conditions.

1.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy].

2. Copyright notice

2.1 Copyright (c) *[year(s) of first publication]* *[full name]*.

2.2 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and

(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Licence to use website

3.1 You may:

(a) view pages from our website in a web browser;

(b) download pages from our website for caching in a web browser;

(c) print pages from our website[ for your own personal and non-commercial use][, providing that such printing is not systematic or excessive];

(d) [stream audio and video files from our website[ using the media player on our website]]; and

(e) [use [our website services] by means of a web browser],

*[additional list items]*

subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for [[your own personal and business purposes]] OR [*[define purposes]*]; you must not use our website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our website (including republication on another website);

(b) sell, rent or sub-license material from our website;

(c) show any material from our website in public;

(d) exploit material from our website for a commercial purpose; or

(e) redistribute material from our website, save to the extent expressly permitted by these terms and conditions.

3.6 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website [during server maintenance or when we update the website]. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

4. Feeds

4.1 You may access [our RSS and Atom feeds] [using any compatible feed reader or aggregator].

4.2 By accessing our feeds, you accept these terms and conditions.

4.3 Subject to your acceptance of these terms and conditions, we grant to you a non-exclusive, non-transferable, non-sub-licensable licence to display content from our feeds in unmodified form on any [non-commercial] website owned and operated by you[, providing that you must not aggregate any of our feed content with any third party feed when displaying it in accordance with this Section 4.3].

4.4 It is a condition of this licence that you include a credit for us and hyperlink to our website on each web page where our feed content is published (in such form as we may specify from time to time, or if we do not specify any particular form, in a reasonable form).

4.5 We may revoke any licence relating to our feeds or feed content at any time, with or without notice.

5. Downloadable content

5.1 We may from time to time make available on the website downloadable content (such as [newsletters, brochures, white papers and technical specifications]).

5.2 In addition to the rights granted under Section 3.1 above, you may redistribute [print and electronic] copies of downloadable content [within your business, organisation, company or group of companies], providing that copies of downloadable content must not be edited or amended in any way and must retain:

(a) the name of our business;

(b) any disclaimers, copyright notices and other legal notices; and

(c) any authorial credits.

6. Misuse of website

6.1 You must not:

(a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;

(b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) hack or otherwise tamper with our website;

(d) probe, scan or test the vulnerability of our website without our permission;

(e) circumvent any authentication or security systems or processes on or relating to our website;

(f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(g) [impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity)];

(h) [decrypt or decipher any communications sent by or to our website without our permission];

(i) [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent];

(j) [access or otherwise interact with our website using any robot, spider or other automated means[, except for the purpose of [search engine indexing]]];

(k) [use our website except by means of our public interfaces];

(l) [violate the directives set out in the robots.txt file for our website];

(m) [use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)]; or

(n) [do anything that interferes with the normal use of our website].

*[additional list items]*

6.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

6.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is [true, accurate, current, complete and non-misleading].

7. Registration and accounts

7.1 To be eligible for [an account] on our website under this Section 7, you must [be resident or situated in the United Kingdom].

7.2 You may register for an account with our website by [completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you].

7.3 You must not allow any other person to use your account to access the website.

7.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

7.5 You must not use any other person's account to access the website[, unless you have that person's express permission to do so].

8. User login details

8.1 If you register for an account with our website, [we will provide you with] OR [you will be asked to choose] [a user ID and password].

8.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 13; you must not use your account or user ID for or in connection with the impersonation of any person.

8.3 You must keep your password confidential.

8.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

8.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

9. Cancellation and suspension of account

9.1 We may:

(a) [suspend your account];

(b) [cancel your account]; and/or

(c) [edit your account details],

at any time in our sole discretion with or without notice to you.

9.2 We will usually cancel an account if it remains unused for a continuous period of [18 months].

9.3 You may cancel your account on our website [using your account control panel on the website].

10. Testimonials

10.1 This Section 10 governs all testimonials relating to our business that you send to us, whether through our website, by email or otherwise.

10.2 Testimonials must comply with the provisions relating to user content set out in Section 13, but the licensing of testimonials shall be governed by this Section 10, and Section 12 shall not apply to testimonials.

10.3 You grant to us an exclusive, worldwide, royalty-free licence to:

(a) edit your testimontials, providing that such editing shall not materially distort the meaning of any testimonial;

(b) publish your testimonials on our website and in such other print and electronic media as we may determine from time to time; and

(c) publish, together with each testimonial, the name and logo of the business and the name and job title of the person giving the testimonial.

10.4 You grant to us the right to sub-license the rights licensed under Section 10.3.

10.5 You grant to us the right to bring an action for infringement of the rights licensed in Section 10.3.

11. Recruitment

11.1 We may from time to time publish, on our website, advertisements for job opportunities within our organisation.

11.2 We reserve the right to update information concerning the job opportunities posted on our website (including without limitation job descriptions, candidate requirements, application procedures and application deadlines).

11.3 We do not guarantee that we will consider all applications for job opportunities; nor do we guarantee that persons meeting the published candidate requirements will proceed to the next stage of the recruitment process. However, we will ensure that the application process is conducted in accordance with all applicable laws, including applicable discrimination laws.

11.4 We will treat all information forming part of a job application [as confidential and] in accordance with [our privacy and cookies policy].

11.5 You should keep a copy of all information that you supply as part of a job application. We will not return hard copy job applications to candidates.

12. Our rights to use your content

12.1 In these terms and conditions, "your content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website].

12.2 You grant to us a [worldwide, irrevocable, non-exclusive, royalty-free licence] to [use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media] OR [reproduce, store and publish your content on and in relation to this website and any successor website] OR [reproduce, store and, with your specific consent, publish your content on and in relation to this website].

12.3 You grant to us the right to sub-license the rights licensed under Section 12.2.

12.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 12.2.

12.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

12.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

12.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

13. Rules about your content

13.1 You warrant and represent that your content will comply with these terms and conditions.

13.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

13.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

(a) be libellous or maliciously false;

(b) be obscene or indecent;

(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off or other intellectual property right;

(d) infringe any right of confidence, right of privacy or right under data protection legislation;

(e) [constitute negligent advice or contain any negligent statement];

(f) [constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity];

(g) [be in contempt of any court or in breach of any court order];

(h) [be in breach of racial or religious hatred or discrimination legislation];

(i) [be blasphemous];

(j) [be in breach of official secrets legislation];

(k) [be in breach of any contractual obligation owed to any person];

(l) [depict violence[ in an explicit, graphic or gratuitous manner]];

(m) [be pornographic[, lewd, suggestive or sexually explicit]];

(n) [be untrue, false, inaccurate or misleading];

(o) [consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage];

(p) [constitute spam];

(q) [be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory]; or

(r) [cause annoyance, inconvenience or needless anxiety to any person].

*[additional list items]*

14. Report abuse

14.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

14.2 You can let us know about any such material or activity [by email or using our abuse reporting form].

15. Limited warranties

15.1 We do not warrant or represent:

(a) the completeness or accuracy of the information published on our website;

(b) that the material on the website is up to date;

(c) that the website will operate without fault; or

(d) that the website or any service on the website will remain available.

*[additional list items]*

15.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

15.3 To the maximum extent permitted by applicable law and subject to Section 16.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

16. Limitations and exclusions of liability

16.1 Nothing in these terms and conditions will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Section 16 and elsewhere in these terms and conditions:

(a) are subject to Section 16.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

16.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

16.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

16.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

16.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

16.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

16.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

17. Breaches of these terms and conditions

17.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) send you one or more formal warnings;

(b) temporarily suspend your access to our website;

(c) permanently prohibit you from accessing our website;

(d) [block computers using your IP address from accessing our website];

(e) [contact any or all of your internet service providers and request that they block your access to our website];

(f) commence legal action against you, whether for breach of contract or otherwise; and/or

(g) [suspend or delete your account on our website].

*[additional list items]*

17.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking[ (including without limitation [creating and/or using a different account])].

18. Third party websites

18.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

18.2 We have no control over third party websites and their contents, and subject to Section 16.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

19. Variation

19.1 We may revise these terms and conditions from time to time.

19.2 [The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.] OR [We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.]

19.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

20. Assignment

20.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

20.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

21. Severability

21.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

21.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

22. Third party rights

22.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

22.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

23. Entire agreement

23.1 Subject to Section 16.1, these terms and conditions[, together with [our privacy and cookies policy],] shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

24. Law and jurisdiction

24.1 These terms and conditions shall be governed by and construed in accordance with [English law].

24.2 Any disputes relating to these terms and conditions shall be subject to the [exclusive] OR [non-exclusive] jurisdiction of the courts of [England].

25. Statutory and regulatory disclosures

25.1 We are registered in *[trade register]*; you can find the online version of the register at *[URL]*, and our registration number is *[number]*.

25.2 We are subject to *[authorisation scheme]*, which is supervised by *[supervisory authority]*.

25.3 We are registered as *[title]* with *[professional body]* in [the United Kingdom] and are subject to *[rules]*, which can be found at *[URL]*.

25.4 We subscribe to *[code(s) of conduct]*, which can be consulted electronically at *[URL(s)]*.

25.5 Our VAT number is *[number]*.

26. Our details

26.1 This website is owned and operated by *[name]*.

26.2 We are registered in [England and Wales] under registration number *[number]*, and our registered office is at *[address]*.

26.3 Our principal place of business is at *[address]*.

26.4 You can contact us:

(a) [by post, to [the postal address given above]];

(b) [using our website contact form];

(c) [by telephone, on [the contact number published on our website]]; or

(d) [by email, using [the email address published on our website]].

*[additional list items]*

Business website terms and conditions: drafting notes

This document has been created for business brochure websites, and is suitable for the websites of both small and large businesses.

It includes all the standard provisions in our generic website T&Cs documents, which cover such matters as acceptable use, user content, disclaimers of liability and disclosures mandated by statute.

In addition, a set of special provisions are included, which relate specifically to business brochure websites. These cover the use of downloadable content (eg business white papers), customer testimonials and job notices on the website.

This document is not sufficient for use in relation to websites offering paid services.

Section 1: Introduction

Section 1.2

Optional element.

The completed document should be easily accessible on the website, with a link from every page.

Section 1.3

Optional element. Will all or any website users give their express consent to the terms of this document?

Ideally, from a legal perspective, all users would be asked to expressly agree to the terms of the document. However, in practice, express consent is rarely sought from casual website visitors. On the other hand, it is easy to obtain the express consent of users who register with the website or submit any material to the website, eg by clicking "I accept" on an electronic version of the document. You should retain evidence of the acceptance of the document terms by each such user.

Under what circumstances will users be asked to give their express consent to the terms of this document?

Section 1.4

Optional element. Does the website use cookies (including session cookies and third party cookies)?

The inclusion of this statement in your website legal documents will not in itself satisfy the requirements of the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) concerning consent to the use of cookies. Guidance concerning methods of obtaining such consent is included on the Information Commissioner's website (http://www.ico.gov.uk).

What is the title of the document on the website that contains cookie information?

Section 2: Copyright notice

A copyright notice is an assertion of ownership.

Copyright notices usually take the form specified in Article 3(1) of the Universal Copyright Convention (although the UCC itself is now of very limited significance):

"Any Contracting State which, under its domestic law, requires as a condition of copyright, compliance with formalities such as deposit, registration, notice, notarial certificates, payment of fees or manufacture or publication in that Contracting State, shall regard these requirements as satisfied with respect to all works protected in accordance with this Convention and first published outside its territory and the author of which is not one of its nationals, if from the time of the first publication all the copies of the work published with the authority of the author or other copyright proprietor bear the symbol © accompanied by the name of the copyright proprietor and the year of first publication placed in such manner and location as to give reasonable notice of claim of copyright."

It will be rare for a website owner to be the sole proprietor of all the copyright in a website. For example, the software code used to run the website may belong to another person. For this reason, the notice here refers also to licensors.

*Universal Copyright Convention - http://portal.unesco.org/en/ev.php-URL\_ID=15381&URL\_DO=DO\_TOPIC&URL\_SECTION=201.html*

*Berne Convention for the Protection of Literary and Artistic Works - https://wipolex.wipo.int/en/text/283698*

Section 2.1

What was the year of first publication of the relevant copyright material (or the range of years)?

Who is the principal owner of copyright in the website?

Section 3: Licence to use website

The scope of the licence to use will vary with each site. Consider carefully exactly what your users should be allowed to do with your website and material on your website.

Section 3.1

Will audio and/or video files be published on the website?

Will the website make available any dynamic services to users?

Describe the website services in question.

Section 3.3

Optional element.

For what purposes may the website be used?

Section 4: Feeds

Will the website publish a feed?

Website feeds typically use RSS (Rich Site Summary aka Really Simple Syndication) or Atom.

Section 4.2

Optional element.

Section 4.3

Optional element. Will republication of the feeds be permitted?

Will the right to publish the RSS feed be limited to non-commercial websites?

Section 4.4

Optional element.

Section 4.5

Optional element.

Section 5: Downloadable content

Will the website offer special downloadable content to users?

Section 5.1

What types of downloadable content will be available on the website?

Section 5.2

In what forms may downloadable content be redistributed?

To which group or groups of people may downloadable content be redistributed?

Section 6: Misuse of website

Section 6.1

Should automated interactions with the website be prohibited?

Will the website incorporate a robots.txt file?

Should users be prohibited from using the website for direct marketing activity?

Section 6.2

Optional element. Should the use of data collected from the website to contact people and businesses be prohibited?

Section 6.3

Optional element.

What standard of veracity etc should user-submitted content meet?

Section 7: Registration and accounts

Does the website allow users to register for an account?

Section 7.1

Optional element. Do any eligibility criteria apply to account registration?

What eligibility criteria apply?

Section 7.2

How do users register with the website?

Section 7.3

Optional element. Will users be permitted to share their accounts?

Section 7.4

Optional element.

Section 7.5

Optional element.

Are users permitted to use another person's account on the website with the permission of that other person?

Section 8: User login details

Optional element.

Section 8.1

How will users' login details be generated?

What account credentials will users have upon account creation?

Section 8.2

Optional element.

Section 8.3

Optional element.

Section 8.4

Optional element.

Section 8.5

Optional element.

Section 9: Cancellation and suspension of account

Optional element.

Ensure that the account handling provisions in these terms and conditions are consistent with your privacy policy, including the personal data retention and deletion provisions in that policy.

Section 9.1

Which of these general rights over user accounts does the website operator have?

Section 9.2

Optional element.

Section 9.3

How can a user cancel his or her account on the website?

Section 10: Testimonials

Should this document govern the licensing and use of testimonials?

Section 11: Recruitment

Will advertisements for jobs with the website operator be posted on the website?

Section 11.4

Is all job application information confidential?

What is the name of the data protection disclosure document used on the website?

Section 12: Our rights to use your content

Optional element.

Section 12.1

Define "your content".

Section 12.2

What type of licence do users grant to the website operator?

What does the licence allow the website operator to do with user content?

Section 12.4

Optional element. Should the website operator be granted a right to bring proceedings in respect of third party infringements?

Section 12.5

Optional element. Should users be asked to waive their moral rights (such as the right of paternity and the right to object to derogatory treatment) in the content they submit to the website?

Section 12.6

Optional element. Can users edit their own content after it has been posted to the website?

Section 13: Rules about your content

Optional element.

Section 13.2

This very general prohibition against unlawful user content may be supplemented by rules relating to specific kinds of illegality, as well as prohibitions upon lawful but undesirable content.

Section 13.3

Optional element.

Section 14: Report abuse

Will there be a special procedure (which could be as simple as a designated email address) for reporting abusive conduct or materials on the website?

Websites that allow the publication of user generated content should incorporate an abuse reporting procedure. The existence of such a procedure may help the website operator to take advantage of certain defences that may be available in respect of such user generated content. For instance, the website operator defence set out in Section 5 of the Defamation Act 2013 and elaborated in the Defamation (Operators of Websites) Regulations 2013 will only be available where the operator has responded to a notice of complaint sent by the complainant, a process which may be made simpler by the use of a dedicated communications channel. The guidance notes accompanying the legislation have this to say on the subject: "The Government encourages operators to set up and publicise a designated email address for this purpose as a matter of good practice, which we encourage complainants to use. Operators may also wish to provide an online form that complainants can use to submit a Notice of Complaint".

*Defamation Act 2013 - https://www.legislation.gov.uk/ukpga/2013/26*

*Defamation (Operators of Websites) Regulations 2013 - https://www.legislation.gov.uk/uksi/2013/3028/made*

Section 14.2

Optional element.

How can users report unlawful and unwanted materials and activities on the website?

Section 15: Limited warranties

Section 15.1

Optional element.

Section 15.2

Optional element.

Section 16: Limitations and exclusions of liability

Contractual limitations and exclusions of liability are regulated and controlled by law, and the courts may rule that particular limitations and exclusions of liability in contracts are unenforceable.

The courts are particularly likely to intervene where a party is seeking to rely on a limitation or exclusion of liability in its standard terms and conditions, but will also sometimes intervene where a term has been individually negotiated. The courts may be more likely to rule that provisions excluding liability, as opposed to those merely limiting liability, are unenforceable. If there is a risk that any particular limitation or exclusion of liability will be found to be unenforceable by the courts, that provision should be drafted as an independent term, and be numbered separately from the other provisions. It may improve the chances of a limitation or exclusion of liability being found to be enforceable if the party seeking to rely upon it specifically drew it to the attention of the other party before the contract was entered into.

Exclusions and limitations of liability in UK contracts are primarily regulated by the Unfair Contract Terms Act 1977 ("UCTA"). Contracts regulated by UCTA cannot exclude or restrict a party's liability for death or personal injury resulting from negligence (Section 2(1), UCTA). Except insofar as the relevant term satisfies the requirements of reasonableness, such contracts cannot exclude or restrict liability: (i) for negligence (which includes a breach of an express or implied contractual obligation to take reasonable care or exercise reasonable skill) (Section 2(2), UCTA); or (ii) for misrepresentation (Section 3, Misrepresentation Act 1967). In addition, if a contract is regulated by UCTA, and one of the parties is dealing on the other's written standard terms of business, then except insofar as the relevant contractual term satisfies the requirements of reasonableness the other party cannot: (i) exclude or restrict his liability in respect of a breach of contract; or (ii) claim to be entitled to render a contractual performance substantially different from that which was reasonably expected of him; or (iii) claim to be entitled, in respect of the whole or any part of his contractual obligation, to render no contractual performance at all (see Section 3, UCTA). UCTA includes various other restrictions, particularly in the case of contracts for the sale of goods and contracts under which possession or ownership of goods passes.

If you wish to try to limit/exclude for liability in respect of reckless, deliberate, personal and/or repudiatory breaches of contract, you may wish to specify this in relation to the relevant provision (for example, using the following wording: "The limitations and exclusions of liability in this Clause [number] will apply whether or not the liability in question arises out of any reckless, deliberate, personal and/or repudiatory conduct or breach of contract").

Somewhat different rules apply to limitations of liability in contracts with consumers, and these provisions should not be used in relation to such contracts.

These guidance notes provide a very incomplete and basic overview of a complex subject. Accordingly, you should take legal advice if you may wish to rely upon a limitation or exclusion of liability.

*Unfair Contract Terms Act 1977 - https://www.legislation.gov.uk/ukpga/1977/50*

Section 16.1

Do not delete this provision (except upon legal advice). Without this provision, the specific limitations and exclusions of liability in the document are more likely to be unenforceable.

Section 16.3

Optional element. Do you want to attempt to exclude all liability for free services and information?

This sort of exclusion is quite common, but unlikely to be enforceable in court.

Section 16.5

Optional element.

Section 16.6

Optional element.

Section 16.7

Optional element.

Section 16.8

Optional element. If the website operator is a limited liability entity (eg a limited company), do you want to expressly exclude liability on the part of officers and employees?

Section 17: Breaches of these terms and conditions

Section 17.1

Will account suspension or deletion be a possibility here?

Section 17.2

Optional element.

Do you wish to specify types of action that are prohibited here?

Detail the types of action which are prohibited by this provision.

Section 18: Third party websites

Optional element.

Section 19: Variation

Changes to legal documents published on a website will not generally be retrospectively effective, and variations without notice to and/or consent from relevant users may be ineffective.

Section 19.2

Will website users be notified of changes to the document?

Section 19.3

Optional element. Will registered users be required to consent to variations?

Section 22: Third party rights

Optional element.

This provision is designed to exclude any rights a third party may have under the Contracts (Rights of Third Parties) Act 1999.

*Contracts (Rights of Third Parties) Act 1999 - https://www.legislation.gov.uk/ukpga/1999/31*

Section 23: Entire agreement

Section 23.1

What other documents govern the use of the website?

Section 24: Law and jurisdiction

The questions of which law governs a document and where disputes relating to the document may be litigated are two distinct questions.

Section 24.1

This document has been drafted to comply with English law, and the governing law provision should not be changed without obtaining expert advice from a lawyer qualified in the appropriate jurisdiction. In some circumstances the courts will apply provisions of their local law, such as local competition law or consumer protection law, irrespective of a choice of law clause.

Which law should govern the document?

Section 24.2

In some circumstances your jurisdiction clause may be overridden by the courts.

Should the jurisdiction granted be exclusive or non-exclusive? Choose "non-exclusive" jurisdiction if you may want to enforce the terms and conditions against users outside England and Wales. Otherwise, choose "exclusive jurisdiction".

The courts of which country or jurisdiction should adjudicate disputes under the document?

Section 25: Statutory and regulatory disclosures

Do the Electronic Commerce (EC Directive) Regulations 2002 apply to the website or is the website operator registered for VAT?

This section can be deleted where website operator is not registered for VAT and the Electronic Commerce (EC Directive) Regulations 2002 do not apply. Generally, those Regulations will apply unless a website is entirely non-commercial, ie where a website does not offer any goods or services and does not involve any remuneration (which includes remuneration for carrying AdSense or other advertising).

*Electronic Commerce (EC Directive) Regulations 2002 (original version) - https://www.legislation.gov.uk/uksi/2002/2013/made*

Section 25.1

Optional element. Is the website operator registered in a trade or similar register that is available to the public?

The Electronic Commerce (EC Directive) Regulations 2002 provide that if you are "registered in a trade or similar register available to the public", you must provide "details of the register in which the service provider is entered and his registration number, or equivalent means of identification in that register".

What is the name of the trade register?

At what URL can the trade register be found?

What is the website operator's registration number?

Section 25.2

Optional element. Is the website operator subject to an authorisation scheme (eg under financial services legislation)?

The Electronic Commerce (EC Directive) Regulations 2002 provide that "where the provision of the service is subject to an authorisation scheme" you must provide "the particulars of the relevant supervisory authority".

What is the name of the authorisation scheme to which the website operator is subject?

What authority supervises the authorisation scheme?

Section 25.3

Optional element. Is the service provider a member of a regulated profession (eg solicitors)?

The Electronic Commerce (EC Directive) Regulations 2002 provide that if "the service provider exercises a regulated profession", it must provide "(i) the details of any professional body or similar institution with which the service provider is registered; (ii) his professional title and the member State where that title has been granted; (iii) a reference to the professional rules applicable to the service provider in the member State of establishment and the means to access them".

What is the website operator's professional title?

Which professional body regulates the website operator?

What is the name of the document containing the rules governing the profession?

At what URL can the rules be found?

Section 25.4

Optional element. Does the website operator subscribe to any codes of conduct?

The Electronic Commerce (EC Directive) Regulations 2002 provide that "a service provider shall indicate which relevant codes of conduct he subscribes to and give information on how those codes can be consulted electronically".

Identify the codes of conduct in question.

Where can the codes be viewed?

Section 25.5

Optional element. Is the website operator registered for VAT?

What is the website operator's VAT number?

Section 26: Our details

Optional element.

UK companies must provide their corporate names, their registration numbers, their place of registration and their registered office address on their websites (although not necessarily in this document).

Sole traders and partnerships that carry on a business in the UK under a "business name" (ie a name which is not the name of the trader/names of the partners or certain other specified classes of name) must also make certain website disclosures: (a) in the case of a sole trader, the individual's name; (b) in the case of a partnership, the name of each member of the partnership; and (c) in either case, in relation to each person named, an address in the UK at which service of any document relating in any way to the business will be effective.

All websites covered by the Electronic Commerce (EC Directive) Regulations 2002 must provide a geographic address (not a PO Box number) and an email address.

All website operators covered by the Provision of Services Regulations 2009 must also provide a telephone number.

*Electronic Commerce (EC Directive) Regulations 2002 (original version) - https://www.legislation.gov.uk/uksi/2002/2013/made*

*Provision of Services Regulations 2009 - https://www.legislation.gov.uk/uksi/2009/2999*

Section 26.1

What is the name of the company, partnership, individual or other legal person or entity that owns and operates the website?

Section 26.2

Optional element. Is the relevant person a company?

In what jurisdiction is the company registered?

What is the company's registration number or equivalent?

Where is the company's registered address?

Section 26.3

Optional element.

Where is the relevant person's head office or principal place of business?

Section 26.4

Optional element.

By what means may the relevant person be contacted?

Where is the relevant person's postal address published?

Either specify a telephone number or give details of where the relevant number may be found.

Either specify an email address or give details of where the relevant email address may be found.