UK-TCdwn05

Website terms and conditions template: downloaded products; includes full product licence agreement

#### **Terms and Conditions**

	e are the terms and conditions subject to which we allow you to use Our site. By visiting or using Our Website, or signing up for our services, you agree						
	may terminate your use of Our Website, bar you from ncel  .						
We are [trade name], a compa	any registered in [ • • • • ], • • • • [ • • • • • • ].						
Our address is [address]							
VAT Registration Number: [nu	ımber]						
You are: Anyone who uses O	ur Website						
· · · · · · · · · · · · · · · · · · ·	nd our "Product Licence Terms" carefully and save agree with our terms and conditions,						
It is now agreed as follows:  1. Definitions							
	following words shall have the following meanings, ■ ■ ■ ■ ■ ■ :						
"Content"	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text,						
"Intellectual Property"	means intellectual property owned by us or by any third party, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, domain						

"Our Website"	means the entire computing hardware and software installation that is or supports our website including any communication or peripheral system. It includes
"Post"	means place on or into Our Website any Content or material
"Licence"	means a licence granted by us to you in the terms of this
	■■■.
"Licensed Product"	means any product, material or thing offered for Licence by us on Our Website, whether or not bought by you. A reference to "Product" shall be a reference
"Service"	means any service we sell from time to time, whether or

# 2. Interpretation

In this	agreement the following meanings apply unless
2.1.	a reference to a person includes a human individual, a corporate entity and any organisation
2.2.	a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
2.3.	the headings to the paragraphs and schedules (if any) to this agreement are inserted

2	2.4.	any agreement by either party not to do or omit to do something includes an obligation not to allow some • • • • • • • • • • • • • • • • • • •
2	2.5.	a reference to an act or regulation includes new law of substantially the same
2	2.6.	these terms and conditions apply to all supplies of Licensed Products by us.
2	2.7.	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or
E	3as	is of Contract
3	3.1.	If you use Our Website in any way on behalf of another person you warrant that you have full authority to do so
3	3.2.	When you buy a Licensed Product, you are in fact buying a licence to use that Licensed Product. The terms of use vary from one Licensed Product to another and are contained in our "Product Licence Terms".
		••••••
3	3.3.	In entering into this contract you have not relied on any representation or •••••••.
3	3.4.	[Unfortunately, we cannot guarantee that every Product advertised on Our Website is available. If at any time a Product ••••••••••••••••••••••••••••••••••••
3	3.5.	There is no contract between us for any free service, so you do not become a client by using any free service and we are not
3	3.6.	The price of any Licensed Product or Service may be changed by us at any time. We will never change a price so as to affect the

3.7.		or all future contracts with	
3.8.	You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card provider to credit back a payment made to us, without attempting to seek repayment from us first. In that event, you agree that you will owe us first the sum charged to us by our   ### The sum of the sum o		
3.9.	The Co	ontract between us comes into existence	
	3.9.1	when we write to you to confirm that your $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$	
	3.9.2	when you download the Licensed Product $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$	
3.10.	We ma	y change this agreement and / or the way we provide a Product,	
	3.10.1	the change will take effect when we Post it on Our Website.  You are advised	
	3.10.2	if you make any payment for Licensed Products or Services in the future, you will do so	
The	price		
4.1.	The pri	ces payable for the Licensed Product and Services are	
4.2.	•	ce charged for any Licensed Product or Service may differ from untry to another. You may not be entitled	
4.3.	Prices	are inclusive of any applicable value added	
4.4.	Charge	es for Services are fixed whenever it is reasonably possible   • • •	

	4.5.	When we do not provide fixed charges for the Service, we will charge by the hour. In that case all work done, including all letters, e-mails, faxes and telephone calls •••••••••••••••••••••••••••••••••••	
	4.6.	Estimates of charges will be provided • • • • • • • • • • • • • • • • • •	
	4.7.	You can find our hourly charging rate, time travel rate and motor mileage rate on Our Website. Other	
	4.8.	Our Services require payment in advance	
	Note:	you can keep our charges low by providing	
5.	Sec	urity of your credit card	
	We ta	ake care to make Our Website safe ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .	
	5.1.	Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will	
	5.2.	If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be	
6.	Cancellation and refunds		
	the C Regu	and the following paragraph apply if you buy as a consumer as defined in onsumer Contracts (Information, Cancellation and Additional Charges) lations 2013. Provided	
	6.1.	We now inform you that information relating to all aspects of our Products and Services is not in this document but in our marketing material,	

Please note that following sub paragraphs apply to the Services we ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
6.2.	The foll	lowing rules apply to cancellation ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :	
	6.2.1	If you have ordered our Service but we have not yet started to work for you, you may cancel your order without giving a reason, at any time within 14 days	
	6.2.2	If you want us to start work before 14 days has passed, you can opt out of your cancellation right. To do that you have to instruct us to start your work as soon as we	
	6.2.3	If you have ordered our Service and we have started to work for you, you may cancel your order without giving a reason, at any time within 14	
	6.2.4	if you do so, you will owe us for work done to the date of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
6.3.	-	of the above circumstances, we will return any money   1	
	<b>e note</b> t ownload	hat following sub-paragraphs apply only to a Licensed Product	
6.4.	If you buy a Product which is delivered to you in soft copy, whether by download, or email or some other medium, the law provides that you can opt out of your right to the 14 • • • • • • • • • • • • • • • • • •		
6.5.		this by instructing us to arrange delivery immediately, or as s we can. If you do that, we will	
6.6.	deliver	epting these terms, you now agree that you are instructing us to immediately and you understand that, in doing so,	

6.7.	This p ■ ■ ■	aragraph does not affect your rights in the event ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
Lial	oility f	for subsequent defects		
7.1.		Please check the Product received from us immediately you [download it / • • • • • • / • • • • • • ].		
7.2.	•	find an error or defect in the Product, you must tell ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
7.3.	The p	rocedure to report an error or		
	7.3.1	you must report to us as soon as any defect is discovered but not ••••••••••••••••••••••••••••••••••		
	7.3.2	before you report to us, please carefully re read the [manual, processor requirements, system compatibility] • • • • • • • • • • • • • • • • • • •		
	7.3.3	please tell us clearly what is the fault you complain of, when it first became apparent or arises,		
7.4.	If we a	agree that the Product is faulty, ■■■■■■■■■■ :		
	7.4.1	fix the issue within [3] days and immediately send		
	7.4.2	refund the full cost you have paid.		
Cor	ntent y	you Post to Our Website		
You a	agree th	at you will not use or allow anyone else to use Our Website ■ ■ ■		
8.1.	be info	ormation which could promote or		
8.2.	consis	st in commercial audio, video ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;		
8.3.	be ille	gal, obscene, offensive, ■ ■ ■ ■ ■ ■ ■ ■ ■ ;		

8.

8.4.

be sexually explicit or pornographic;

	8.5.	be likely to deceive any person or be used to impersonate any person, or to misrepresent ••••••••••••••••••••••••••••••••••••
	8.6.	solicit passwords or personal information from anyone;
	8.7.	be used to sell any goods or services or • • • • • • • • • • • • • • • • • •
	8.8.	include anything other than words (i.e. you will not include any symbols or photographs) except for a <b>a a a a a a a a a a a a a a a a a a</b>
	8.9.	be incomplete or inaccurate or submitted otherwise than $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
	8.10.	link to any of the material specified above, $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ .
9.	You	r Posting: restricted content
		nnection with the restrictions set out below, we may refuse or edit or
	In add	dition to the restrictions set out above, ■■■■■■■■■■■■■■ :
	9.1.	hyperlinks, other than those specifically • • • • • • • • ;
	9.2.	keywords or words repeated, which are irrelevant ••••••••••••••••••••••••••••••••••••
	9.3.	the name, logo or trademark of any
	9.4.	inaccurate, false, or misleading information.
10.	How	we handle your Content
	10.1.	Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 • • • • • • • • • • [ • • • • • • • •
	10.2.	If you Post Content to any public area of Our Website it becomes available in the public domain. We have no
	10.3.	Even if access to your text is behind a user registration it remains

effectively in the public domain because someone has only to register

	and log	
10.4.	ratings	ow irrevocably authorise us to publish feedback, comments and about your activity through Our
10.5.	copyrig	content of any sort does not change your ownership of the ht in it. We have no claim
10.6.	someor	derstand that you are personally responsible for your breach of ne else's intellectual property rights, defamation, or any law,
10.7.		cept all risk and responsibility for determining whether any t is ••••••••••••••••••••••••••••••••••
10.8.	Please	notify us of any security breach or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Rem	oval	of offensive Content
	For the	of offensive Content avoidance of doubt, this paragraph is addressed to any person
11.1.	For the who  We are custom	avoidance of doubt, this paragraph is addressed to any person
11.1.	For the who  We are custom	avoidance of doubt, this paragraph is addressed to any person under no obligation to monitor or record the activity of any ter for any purpose, nor do we assume any responsibility to
11.1. 11.2.	For the who • • • • • • • • • • • • • • • • • • •	avoidance of doubt, this paragraph is addressed to any person under no obligation to monitor or record the activity of any ter for any purpose, nor do we assume any responsibility to
11.1. 11.2.	For the who • • • • • • • • • • • • • • • • • • •	avoidance of doubt, this paragraph is addressed to any person  under no obligation to monitor or record the activity of any ler for any purpose, nor do we assume any responsibility to r or police Internet-related activities.
11.1. 11.2.	For the who • • We are custom monitor • • • • • • • • • • • • • • • • • • •	avoidance of doubt, this paragraph is addressed to any person under no obligation to monitor or record the activity of any per for any purpose, nor do we assume any responsibility to or police Internet-related activities.

		11.3.4	we may re-
	11.4.		ect of any complaint made by you or any person on your behalf,
	11.5.	You no	w agree that if any complaint is made
12.	Sec	urity c	of Our Website
	12.1.	If you v	iolate
	12.2.	You no	w agree that <b>= = = = = = = = =</b> ; <b>= = = = = = = = = =</b>
		12.2.1	modify, copy, or cause damage
		12.2.2	link to our site in any way that would cause the appearance
		12.2.3	download any part • • • • • • • • • • • • • • • • • • •
		12.2.4	collect or use ••••••, ••••, •••••
		12.2.5	collect or use any information obtained • • • • • • • • • • • • • • • • • • •
		12.2.6	aggregate, copy or duplicate in any manner any of the same same same same same same same sam

		••
12.3.	Despite the above <b></b> , <b></b>	•••
	12.3.1 create a hyperlink to Our Website for the purpose of promo an interest common to both of us. You can do this without specific • • • • . • • • • • • • • • • • • • •	oting
	12.3.2 you may copy the text of any	
Inte	ruption to [Our name] service	
13.1.	If it is necessary for us to interrupt our service,	••
13.2.	You acknowledge that [Our = = = ] = = = = = = = = = = = = = = =	••
13.3.	_	
Inte	ectual Property	
1/1	We will = = = = = = = = = = = = = = = = = =	
14.1.	•	
	Interior 13.1.  13.2.  13.3.	12.3.1 create a hyperlink to Our Website for the purpose of promo an interest common to both of us. You can do this without specific

		••••
	14.3.	You may not use our name or
	14.4.	You agree that at all times you will:
		14.4.1 not cause or permit anything
		14.4.2 notify us = = = = = = = = = = = = = = = = = =
		14.4.3 indemnify us for any <b>*** **** **** **** ***</b>
		14.4.4 not use any name or mark
		•••••
15.	Disc	laimers and limitation of liability
	(This	is the first of two options, depending on your customer base. ■ ■
	:::	
	15.1.	The law differs from one
	15.2.	All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction
	15.3.	We make no •••••••••••••••••••••••••••••••••••
		15.3.1 that the Licensed Product will be data secure
		15.3.2 that the Licensed Product or ••••••;

	15.3.3	malfunction in any hardware of yours;
	15.3.4	malfunction in any Licensed Product provided
		;
	15.3.5	the provision or failure to provide any firewall;
15.4.	We clai	m no expert knowledge in any subject.
15.5.	_	ree that in any circumstances when we may become liable to
15.6.		II not be = = = = = = = = = = = = = = = = = =
	15.6.1	indirect or consequential loss; or
	15.6.2	economic loss or other loss of turnover,
15.7.	our liab	ragraph (and any other paragraph which excludes or restricts ility) applies to our directors, officers, ••••, ••••, ••••, •••••, •••••, •••••, •••••, •••••, ••••••
15.8.	 ]	ecome aware of any breach of any term of this    I I I I I I I I I I I I I I I I I I
	on two:	use this option (to = = = = = = = = = = = = = = = = = = =
		differs from one
15.10.	agreem	ed conditions, warranties and terms are excluded from this ent. If in any jurisdiction

15.11.	We sell Licensed Products and Services in
	:
	15.11.1 useful to you;
	15.11.2 of satisfactory quality;
	15.11.3 fit for a particular purpose;
	15.11.4 available or ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■
15.12.	We claim no expert knowledge in any subject.
	••••••
15.13.	We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website,
15.14.	We make no •••••••••••••••••••••••••••••••••••
	15.14.1 malfunction in any hardware of yours;
	15.14.2 malfunction in any Licensed Product provided
	15.14.3 the provision or failure to provide any firewall;
	15.14.4 accuracy of any <b>= = = = = = = = = = = = = = = = = = =</b>
	15.14.5 delivery of Content, material or any message;
	15.14.6 privacy of any transmission;
	15.14.7 any act or omission of any

15.14.8 any aspect or <b>• • • • • • • • • • • • • • • • • • •</b>
15.15. Our Website includes Content Posted by third parties. We are not responsible
15.16. We will do all we can to maintain access to Our Website, but
15.17. You agree that in any circumstances when we may become liable to   15.17. You agree that in any circumstances when we may become liable to   12.12.
OR
15.18. Our total liability under this agreement, however it arises, shall • • • • £ [ 10 , 000 ]. • • • • • • • • • • • • • • • • • •
15.19. This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our   , , , , , , , , , , , , , , , , , ,
15.20. If you become aware of any breach of any term of this
15.21. Nothing in <b>•••••••••••••••••••••••••••••••••••</b>
You indemnify us
You agree to indemnify us

	16.1.	your failure ••••••••••••••••••••••••••••••••••••
	16.2.	your breach of this agreement;
	16.3.	any Content you Post to Our Website;
	16.4.	any data you send
	16.5.	a breach • • • • • • • • • • • • • • • • • • •
		your failure ••••••;
	16.7.	any use of ••••;
	16.8.	any act, neglect or • • • • • • • • • • • • • • • • • •
	16.9.	a contractual claim • • • • • • • • • • • • • • • • • • •
	16.10	and for the purpose of this paragraph you agree that the
17. Dispute		oute resolution
		s paragraph the term "ADR = = = " = = = = = = = = = = = 2015.
	The fo	ollowing terms = = = = = = = = = = = = = = = = = = =
	17.1.	If you are not happy with our services or have any
		].
	17.2.	Detailed information about our • • • • • • • • • • • • • • • • • • •
	17.3.	If a dispute is not settled as set out above,

	17.4.	We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a> .
18.	Misc	cellaneous matters
	18.1.	If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated
	18.2.	You undertake to provide to us your current land address, e-■ ■ ■ ■
	18.3.	If you are in ••••••, •
		18.3.1 terminate your • • • • • • • • • • • • • • • • • • •
		18.3.2 issue a claim in any court.
	18.4.	Any obligation in this agreement
	18.5.	No failure or delay by any party to exercise any right,
	18.6.	Any communication to be served on either of the parties

	if delivered = = = = = = : = = = = = = = = = = = =
	if sent by post = = = = = = = = = = = : = = = 72 = = = = = : = = 72 = = = = : = = = 72 = = = = : = = = : = = = 72 = = = = = : = = = : = = = = = = : = = = = = = : = = = = = = : = = = = = = = = = : = = = = = = : = = = = = = = : = = = = = = = : = = = = = = = = = : = = = = = = = = = = = = = = = = : =
	If sent by e-mail to the address from which the receiving party has last sent e-mail:
	<b>= = =</b> ].
18.7.	This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / • • • • ( • • • • • • • • • • • • • •
	,
18.8.	The validity, construction and performance of this agreement shall be governed by ••••• [••• [•••• [•••• [•••• [•••• [•••• [•••• [•••• [•••• [•••• [•••• [••• [••• [•••• [•••• [•••• [•••• [•••• [•••• [•••• [•••• [•••• [•••• [••• [••••• [••••• [•••

# Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Licensed Product
Your right to cancel
Under the Consumer Contracts (Information, Cancellation and
14 = = = = = = = = = = = = = .
The cancellation period will expire 14 days after the
•••••
Exception when you opt out
This provision applies • • • • • • • • • • • • • • • • • • •
by allowing you to download; OR
by our sending as an email attachment; OR
• (if in = = = = = = = = ) = = = = = = = = = =
If you want us to immediate deliver/
[Here we provide two options. Either use option 1 - by inserting the ■ ■ ■ ■ ■ ■ ■
<i>J</i>
Option 1
If you tick the box on our • • • • • • • • • • • • • • • • • [ • • • • • •   • • • •
confirm that you want us to [deliver downloaded products ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
AND

• confirm that you want us to start work = = = = = = = = = = = = = = = = = = =
AND
• accept that you
AND
• • • • • • • • • • • • • • • • • • • •
Option 2
Request for immediate download
/
/
••••••
/
Instructed on [date]
Address: [enter your address]
Signature: only if this form is notified on paper)
Date: [date]

## **Service terms**

	right to cancel
•••	
Excep	otion when you opt out
 /	••••. •••••• 1
	2 -
]. Optio	
•••	[
•	
•	AND
•	AND
	■■■■. AND
•	

# 

Signature: (only if this form is notified on paper)

Date: [date]

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	ı
Model consultation forms	
Model cancellation form	
<i>f</i>	
	_
<i>.</i> J	
[,,,,,	
	-
•	
/	
	ı
. r	
■ ■ ],	
Address: [enter your address],	
Signature: (only if this form is notified on paper)	

Date: [date]

## **Product Licence Terms**

	• • • • • [ • • • • • • • • • • • • • •	],		• • • •	[		■ ], ■	••
Our a	ddress is [address]							
VAT F	Registration Number: [nu	mber]						
	:	•••••		• • • •		• • • .		
These	e are the agreed terms							
• • •			 	■■■■		 		••
				-				••
1.	Definitions							
		,					•••	
	"Copy or Publish"		• • • • •				.,.	•••
	"Restrictions on Use"					, = = = : = = : :		
	"Third Party Owner"	::::::	••••				• • • •	• • •
	"Licence"						• • • •	

								" 				
•	Latana	4 . 4										
2.		oretation				 	• • •	•••	■ & ■	• •		•
3.	The L	icence										
			.[===	••••								
	3.3.					 				•••	• •	•
	_			• • • •	• • •	 • • •						
	-								-			
			• • • •		•••	 						
	•			• • • •		• • •						

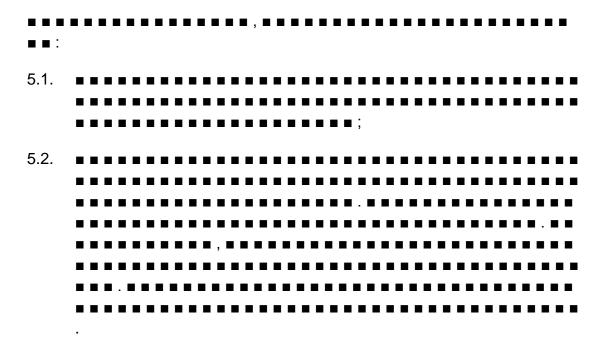
.........................

"Licensed Product"

3.8.	
Lim	itations and permissions on Licences
4.1.	
4.2.	
4.3.	
4.4.	
4.5.	
4.5.	
4.6.	
4.7.	You may not use a Licensed Product:
	4.7.1
	4.7.2 in a context which is pornographic;
	4.7.3
	4.7.4

```
4.7.5
```

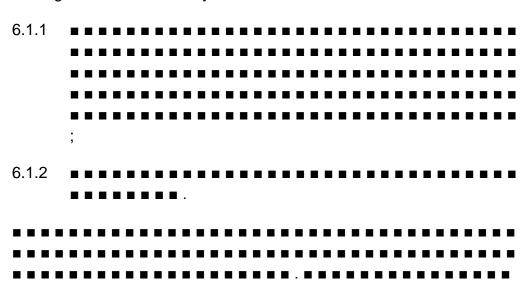
#### 5. Freedom to use



#### 6. Copyright and other Intellectual Property

6.1. You agree that at all times you will:

6.2.



	-,
6.3.	
	6.3.1 immediately stop using the Licensed Product;
	6.3.2
	6.3.3
6.4.	
	[14]
6.5.	
Ass	signment
7.1.	
	,:

7.2.

8.	Thir	d Party Owners and additional restrictions
	8.1.	;
	8.2.	;
	8.3.	
	8.4.	
	8.5.	
9.	Mis	cellaneous matters
	9.1.	
	9.2.	
	9.3.	

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# **Explanatory notes**

Website terms and conditions: downloaded products; includes full product licence agreement

#### **General notes**

<ol> <li>About the Consumer</li> </ol>	Contracts (ICAC	3) Regulations 2013
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For a business which deals with digital content (soft copy) and supplemental or separate services, the Regulations are quite complicated. We have written a number of <u>articles explaining each point</u>.

dow	To keep it simple, if you supply product in soft copy through email or download option, you are treated as a service provider. Somewhat similar provisions will be applicable to you for supply of services too. In ■ ■ ■ ■ ■ ■			
	••••••			
infor	main provisions which affect your business are first, provision of mation relating to product or service and your identity; ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
	required information is explained fully in our article "Information irements for Distance Contract". Here is a short version:			
a) d	lescription of the main characteristics of the goods ■ ■ ■ ■ ■ ■ ■ ;			
b) th	ne total price of the goods inclusive ■ ■ ■ ■ ■ ■ ■ ;			
c) Y	our identity, land address and full ■ ■ ■ ■ ■ ■ ■ ;			
d) th	ne arrangements for payment and delivery of goods;			
,	ne telephone cost of communicating with you when it is not calculated ■ ■			
•	ne existence of your customer's right to cancel the contract; and the conditions, time limit • • • • • • • • • • • • • • • • • • •			
•	ne functionality, including applicable technical protection measures,			
	whether, if the customer exercises the right to cancel, he must pay money			

	<b>.</b>
	Next, we will tell you about the ■ ■ ■ ■ ■ ■ ■ .
	If the buyer at any time chooses to purchase a soft copy product or service from your website, he may cancel his order within 14 days without giving any reason. When he cancels the order, you must
	But there is a way out. If the customer instructs you to send him soft copy product or supply service before the 14 day period expires, and provided you have warned the customer that he will lose his right to cancel, then the customer has opted out and lost his right to cancel. The
	Please note: Because you operate a website business, we have assumed you will not want to set up a system which allows for the 14 day cooling-off period for the supply of products and services. That means your customer must instruct you to send earlier and
	••••
2.	What you need to do to comply with the
2.	What you need to do to comply with the   2018  The Act applies to all personal data you collect, use or store. The scope   2018
2.	
2.	The Act applies to all personal data you collect, use or store. The scope   We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at <a href="https://www.netlawman.co.uk/d/website-">https://www.netlawman.co.uk/d/website-</a>
2.	The Act applies to all personal data you collect, use or store. The scope   We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at <a href="https://www.netlawman.co.uk/d/website-privacy-policy">https://www.netlawman.co.uk/d/website-privacy-policy</a> For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law.
2.	The Act applies to all personal data you collect, use or store. The scope   We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at <a href="https://www.netlawman.co.uk/d/website-privacy-policy">https://www.netlawman.co.uk/d/website-privacy-policy</a> For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you

- if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such
- Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough.
   You need

You may find full list at:

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/applications/children/

We have drawn this terms and conditions document on the assumption that you would make practical changes on your website and use an updated privacy notice. So as to allow

#### Paragraph specific notes:

Notes numbering refers to paragraph numbers.

#### 1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to "tick the box"). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms  $\blacksquare$   $\blacksquare$   $\blacksquare$ 

We use	You decide
"Licensed Product"	"Sarah's drawings" or " ■ ■ ■ ■ ■ ■ ■ "
"Our Website"	"The Jones Site" / " ■ ■ ■ ■ ■ ■ ■ "
But if you do change the	defined word, <b>make sure it applies to every use</b> ■
	a word or phrase is defined, the defined meaning, ence over the
	the contents of the document, then return to checked and whether they really •••••••••••••••••••••••••••••••••••
Interpretation	
These items are not "lawy	e unless there is a good reason to edit or remove. ver's blurb". Every item has been carefully of this agreement and has been included for
Basis of contract	
	selling services and granting a licence for use of other service and for
specifying, your website v	ear when the contract comes into effect. Without will be regarded as an offer and payment by your
The price	
We have no comment	
Security of your credit of	ard
- · · · · · · · · · · · · · · · · · · ·	or information than contractual commitment. We have many users

3.

4.

For payment you may have various alternatives like the •••, ••••
Cancellation and refunds
If you sell only to businesses and $\blacksquare \blacksquare \blacksquare \blacksquare = \blacksquare = \blacksquare $
This paragraph sets out your customer's rights as a "gold standard". In the past, the law has not compelled a seller to disclose his legal obligations. So sellers have not done so. These regulations change that. Because many organisations continue
For a soft copy product
Provision of information
opt out of the 14 days cancellation right so that you
For services, three :
Provision of information
the 14 day cancellation period
• "opt out" of cancellation right so that you can start work / • • • • • • • • • • • • • • • • • •
Liability for subsequent defects
A buyer's right to receive faultless goods dates back to 1890. It applies today to all goods, as it did then. The Consumer Rights Act has widened the scope of this right, particularly
If the product is not of satisfactory quality, as described, and fit for the purpose for which

	The period during which your customer can exercise his
	• how long = = = = = = = = = = = = = = = = = = =
	how much he has used it
	what the problem is
	This paragraph sets out "standard" limits to enable you to comply with the
	To comply with the CRA, do not reduce the "guarantee" ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.	Content you Post to Our Website
	This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the
	This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your Website and establishing a contractual obligation by your site users not to do
	No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think
	,
	We suggest that you edit this paragraph in line with the perceived extent of your risk. Obviously a
9.	Your Posting: restricted content

	This paragraph continues in the vein of the previous one. As you ■ ■ ■ , ■ ■
10.	How we handle your Content
	It is a question of balance and maybe how your buyers will
	This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up
	••••••
11.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not be one of your customers or members. By stating and following this policy you will reduce
12.	Security of Our Website
	There is an intentional overlap here with the paragraph on restrictions on posting. Your need for this provision also depends on
13.	Interruption to Service
	We have no comment
14.	Intellectual Property
	Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP rights,
15.	Disclaimers and limitation of liability
	We do not have sufficient information about your business to determine how

Our aim in drawing this paragraph is to limit your liability as far as possible, particularly against events you may not anticipate. We are also aware that you might sell to business, not consumers, and to
There is a substantial set of law which regulates what you can sell to anyone, so no matter what you put in this paragraph, it will not
On top of that solid legal structure is an even larger structure relating to protection of consumer rights. That is because consumer protection is extreme in the EU. If
We have therefore provided not merely alternative provisions within this paragraph, but two alternative paragraphs. One version is what you can reasonably say if you deal
If you sell Worldwide, you could of course arrange for only $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
It is possible that neither of these alternatives will be entirely enforceable. However we have also specified that any provision which offends should be reduced,
Our best advice to you is to include these disclaimers so far as they apply to your business, but do not expect that you can conduct
You will see that we have also included in the provision for

16.	You indemnify us
	We advise you to leave this provision in place. In fact
17.	Dispute resolution
	This paragraph sets out standard terms
	The new law is directed at those   1000 1000 1000 1000 1000 1000 1000 1
	UK courts have more or less insisted on litigants going
	The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should
	Mediation costs money. £1000 to £3000 would be
	Integration costs money. 21000 to 25000 would be a selected as a selecte
	■ £ 10,000, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	There seems to be some confusion in the EU regulations as to how
	,
	As a result of that act, arbitration entails very similar procedures to those in ■

The new regulations require that if you know of a mediator, you should
From here
The law requires that when your internal complaint handling procedure is exhausted then you
17.4: in the unlikely event that your business
However, as an online seller the law requires you to provide a link to online alternative dispute resolution platform which is at <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>
You may find more details at:
http://www.legislation.gov.uk/uksi/2015/542/contents/made
http://www.legislation.gov.uk/uksi/2015/1392/pdfs/uksi_20151392_en.pdf
Do • • • • • • • • • • • • • • • • • • •
Miscellaneous matters
A number of special points. We have identified each of these as

	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •
Notic	ce of right of cancellation
	At the end of the terms document,
	The first part is your notice to your customers.
	We have also provided the required information about the cancellation notice followed by
Par	agraph specific notes:
Prod	uct Licence Terms
Notes	s referable to specific paragraphs
1.	Definitions
	We have no further comment.
2.	Interpretation
	We have no further comment.
3.	The Licence
	It is not safe = = = = = = = = = = = = = = = = = = =
	Be careful not

..............

4.	Limitations and permissions on Licences						
	These points are matters for $\blacksquare \blacksquare \blacksquare$						
	•••••						
	The definition of "Limitations and permissions" refers also to your ■ ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ . ■ ■ . ■						
	,						
5.	Freedom to use						
	Without these items basic requirements of a						
6.	Copyright and other Intellectual Property						
	Although you cannot prevent some person from acting maliciously or unlawfully, this paragraph is drawn to give you the						
7.	Assignment						
	Give careful thought to this. Consider the circumstances on both sides						
8.	Third Party Owners and additional restrictions						
	If you license only your own products, delete this paragraph and the reference in the definitions paragraph 1 . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						

41

9.

**Miscellaneous matters** 

Some specific points	 	 			• .
	 <b>.</b>				

# **End of notes**