Website terms and conditions template: news, review, information or community site; subscription model

This template is a Net Lawman document. We hope that you find it
If you need any help editing it, or if you would like a lawyer to check that your edited document will protect your business in the way that you would like, we offer a document review service - just contact our legal team at support@netlawman.co.uk .
We assert our copyright in this template. We remind you that you may only use this template in accordance with the licence agreement that is •••••••••••••••••••••••••••••••••••
to retain the reference to Net Lawman ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ; ■ ■ ■ ■ ■ ■ ■ ■
• if you publish the document or any variation of it on a ■ ■ ■ , ■ ■ ■ ■ ■
If you would like to remove the reference to Net Lawman, you may buy a licence

from us. Please contact us at support@netlawman.co.uk.

You will need to edit this template before you make it available on your website. You should download our free Guide to editing legal documents (http://www.netlawman.co.uk/uploads/Editing Legal Document Templates.pdf) as well as reading the notes at the end of the template. If you have any questions, do let us know.

Your website is likely also to require a privacy policy. We offer this document for free at https://www.netlawman.co.uk/d/website-privacy-policy.

commenting on each	
The template for the terms and conditions starts on the next page. Drafting notes	

Terms and Conditions of [your business name]

These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting						
They a	They are based on a set written by Net Lawman and released under licence.					
	are [your business nam ■ ■]. ■ ■ ■ ■ ■ ■ ■	e], [a company registered in [country], number [= = =				
You a	re: Anyone who uses Ou	ur Website.				
Please	e read this agreement ca	arefully and save it. If you do not agree with ■ ■ ■ , ■ ■ ■ ■ ■ .				
These	e are the agreed terms					
1.	Definitions					
	"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, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs,				
	"Our Website"	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us [or any member of the [• • • •] • • • • • • • • • • • • • •				
	"Post"	means place on or into Our Website any Content or				

"Services"		means all of the services available from Our Website,
"Visit	tor"	means anyone who visits Our Website.
Inte	erpretation	
In thi	s agreement unle	ss the context otherwise requires:
2.1.		a person includes a human individual, a corporate entity sation
2.2.	legal representa and obligations	a person includes reference to that person's successors, atives, permitted assigns and any person to whom rights are transferred or passed as a ,
2.3.		f permission, "may not" in connection with an ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.4.	_	the paragraphs and schedules (if any) to this inserted ••••••••••••••••••••••••••••••••••••
2.5.		by either party not to do or omit to do something gation not to allow some • • • • • • • • • • • • • • • • • • •
2.6.	a reference to a same ■ ■ ■ ■	an act or regulation includes new law of substantially the
2.7.	conflict in mean	is made only in the English language. If there is any ing between the English language version of this any version or

3. Basis of Contract

2.

3.2.	or information from any source except the
3.3.	Subject to these terms and conditions, we agree to provide to you some or all of the Services described on •••••••••••••••••••••••••••••••••••
3.4.	Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that
3.5.	You acknowledge that you understand exactly what is included in the Services and you are satisfied that •••••;
3.6.	So far as we allow use of our Intellectual Property, we grant a licence to you,
3.7.	Our contract with you and licence to you last for [one year from the date of start / payment]. Any continuation by us or by you after the expiry of [one year] is a new contract under the terms then posted on Our Website.
3.8.	The contract between us comes into existence when we receive
OR	
3.9.	The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract.
3.10.	If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject
3.11.	We may change this agreement and / or the way we provide the Services,

		3.11.1	The change will take effect when we Post ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		3.11.2	You agree to be bound by any changes. If you do not agree to be bound by them,
		OR	
		3.11.3	We will give you notice of the change. If you do not accept the change, we will refund the money
		3.11.4	If you make any payment for Services in the future, you will do so under
4.	You	ır acco	ount and personal information
	4.1.	done b should confide	you visit Our Website, you accept responsibility for any action y any person using your name, account or password. You take all necessary steps to ensure that the password is kept ential and secure and should inform us immediately if you have ason to believe that
	4.2.	•	ree that you have provided accurate, up to date, and complete ation about yourself. We are not responsible ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.3.	it occur	ree to notify us of any changes in your information immediately rs. If you do
5.	[Ou	r nam	e] subscription terms
	5.1.	Details out on	of the cost and benefits of [Our name] subscription are as set

	5.2.	Payment for a [Our name] subscription is for [one = = = / = = = = = = = = = = = = = = =
	5.3.	The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 give you 14 days within which you may cancel your subscription and ask for a full refund of your money. However, our [members / customers / subscribers] want to use our services immediately.
	5.4.	So if you wish to subscribe, you must first instruct us to allow you to use our Service immediately, knowing that you •••••••••••••••••••••••••••••••••••
	5.5.	You do not have to take any action for this to apply. By accepting these terms and conditions, you do instruct us to [start immediately / give you immediate access / provide the [
	5.6.	Apart from your cancellation right, termination of [Our name] subscription will be regulated • • • • • • • • • • • • • • • • • • •
	5.7.	We reserve the right to modify the [Our name] subscription rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the [Our name] Service after such modifications shall be deemed an acceptance by you to be bound
6.	The	price
	6.1.	The prices payable for Services are clearly set • • • • • • • • • • • • • • • • • • •
	6.2.	The price charged for any Services may differ from one country to another. You may not be entitled to •••••••••••••••••••••••••••••••••••
	6.3.	Prices are inclusive of any applicable value added

	6.4.	When you subscribe for a subscription Service, that payment may not cover other Services, for which we will ask you to ••••••••••••••••••••••••••••••••••			
7.	Ren	newal payments			
	7.1.	At least [four] weeks before expiry of the period, for which you have paid, we shall send you a message to your last known email address to tell you that your subscription and licence to use the			
	7.2.	At any time before expiry of your subscription, you may use [the "My Account" tab on] Our Website to access your			
	7.3.	At expiry of your [Our Name] subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal			
	7.4.	Subject to last previous sub-paragraph, you may cancel subscription within 14 days after • • • • • • • • • • • • • • • • • • •			
	7.5.	Other than the limitation set out			
8.	Sec	urity of your credit card			
	We take care ••••••••••••••••••••••••••••••••••••				
	8.1.	Card payments are not processed on a page controlled by			

8.2.	If you have asked us to remember your credit card details for your next purchase or	
Hov	v we handle your Content	
9.1.	Our privacy policy is strong and precise.	
9.2.	If you Post Content to any public area of Our	
9.3.	Even if access to your text is behind a user registration it	
9.4.	Posting content of any sort does not change your	
9.5.	You understand that you are personally responsible for your breach of	
9.6.	You accept all risk and	
9.7.	Please notify us • • • • • • • • • • • • • • • • • •	
Res	trictions on what you may Post to Our Website	
We invite you to Post Content to Our Website in several ways and for different purposes. We		

•.				
We do not undertake to moderate or check every item Posted, but we ■ ■ ■				
You a	gree that you will not use or			
10.1.	be unlawful,			
10.2	consist in ••••• ;			
	be obscene, *** , **** , **** , **** ;			
	be sexually explicit or pornographic;			
10.5.	be likely to deceive any person or be			
	,;			
10.6.	request or collect passwords or other personal			
	;			
10.7.	be used to sell any goods or services or for any other commercial use not intended by			
	;			
10.8.	include anything other than words (i.e. • • • • • • • • • • • • • • • • • •			
10.0	facilitate the provision			
10.9.	Tacilitate the provision			
10.10	. link to = = = = = = = = = = = = = = ;			
10.11	. Post excessive or • • • • • • • • • • • • • • • • • •			

	10.12	. sending age-inappropriate = = = = = = = = = = = = = = = = = = =
11.	You	r Posting: restricted content
	In cor	nnection with the restrictions set out
		dition to the •••••••••••••••••••••••••••••••••••
	11.1.	hyperlinks, = = = = = = = = = = = = = = = ;
	11.2.	keywords or words \blacksquare \blacksquare \blacksquare \blacksquare , \blacksquare
	11.3.	the name, logo or
	11.4.	inaccurate, false, or misleading information;
12.	Ren	noval of offensive Content
	12.1.	For the avoidance of doubt,
	12.2.	We are under no obligation to monitor or record the activity of any Visitor or customer
	12.3.	If you are •••••••••••••••••••••••••••••••••••
		12.3.1 Your claim or complaint must be submitted to us in the form
		12.3.2 we shall remove ••••••••••••••••••••••••••••••••••••

		12.3.3	after we receive notice of •••••••••••••••••••••••••••••••••••
		12.3.4	we may re-
	12.4.		ect of any complaint made by you or any person on your behalf,
	12.5.		w agree that if any complaint is made = = = = = = = = = = = = = = = = = = =
13.	Sec	urity c	of Our Website
	13.1.	If you v	iolate
	13.2.	You no	w agree that • • • • • • • • • • , • • • • • • • •
		13.2.1	modify, copy, or cause damage
		13.2.2	link to Our Website in any way that would cause the appearance
		13.2.3	download any part = = = = = = = = , = = = = = = = = = =
		13.2.4	collect or use • • • • • • • • • • • • • • • • • • •
		13.2.5	collect or use any information obtained
		13.2.6	aggregate, copy or duplicate in any manner any of the ■ ■ ■

		•;
	13.2.7	share with a • • • • • • • • • • • • • • • • • •
13.3.	Despite	e the above • • • • , • • • • • • • • • • • • • •
	13.3.1	create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific
	13.3.2	you may copy the text of any
Stor	age o	f data
14.1.		y, from time to time, set a limit on the number of messages you
		, ,
14.2.		sume no responsibility for
14 3	You ac	cent that we cannot

.].

own purposes

14.4. We maintain reasonable procedures for general backup of data for our

15. Termination

15.1.	This agreement terminates on ••••• [••••/•••
15.2.	You may terminate this agreement at any time, for any reason, with immediate effect. You may
15.3.	We may terminate this agreement at any time,
15.4.	Termination by •••••••••••••••••••••••••••••••••••
	15.4.1 your right to use the Services immediately ceases;
	15.4.2 we are under no obligation • • • • • • • • • • • • • • • • • • •
15.5.	In the event of such termination by us, we will [
15.6.	There shall be no re-imbursement
15.7.	We retain the right, at our sole discretion, to terminate any and all parts
Inte	rruption to Services
16.1.	If it is necessary for us to interrupt the Services, ■ ■ ■ ■ ■ ■ ■ ■ ■

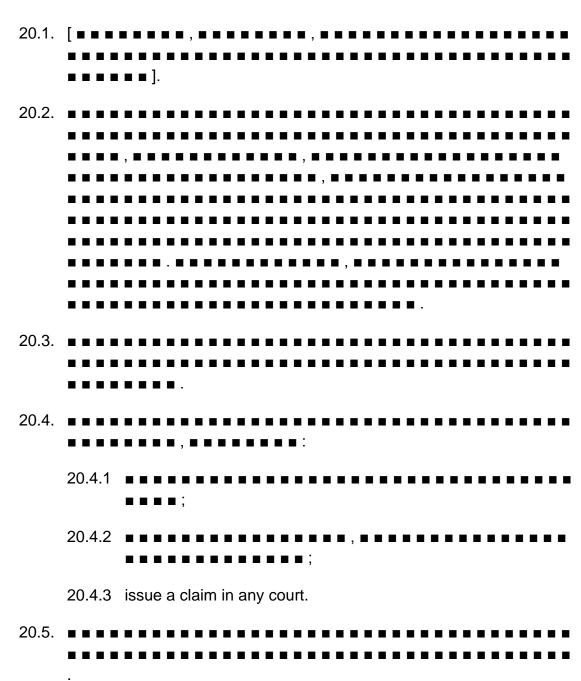
	16.2.	You acknowledge that the
	16.3.	You agree that we are not liable • • • • • • • • • • • • • • • • • • •
17.	Inte	llectual Property
	You a	agree that at all times you will:
	17.1.	not do anything which does or
		notify us • • • • • • • • • • • • • • • • • •
	17.3.	so far as concerns software
		17.3.1 copy, or • • • • • ;
		17.3.2 use it •••••••••••••••••••••••••••••••••••
		17.3.3 give access to it •••••;
		17.3.4
	17.4.	••••
18.	Disc	claimers and limitation of liability
	18.1.	•
	18.2.	

	••••	,
18.3.		
	18.3.1	useful to you;
	18.3.2	of satisfactory quality;
	18.3.3	fit for a particular purpose;
	18.3.4	
18.4.		
40 F	■ .	
18.5.		:
	18.5.1	
	18.5.2	delivery of Content, material or any message;
	18.5.3	privacy of any transmission;
	18.5.4	;
	1855	
	10.5.5	;
	18.5.6	
		;
	18.5.7	
	18.5.8	
	. 5.5.0	

•
•
•

19.4.		•••••	• • • • • • • • • • • • • • • • • • • •
19.5.			
	•••••		
	£[100.00] ■ ■ ■		

20. Miscellaneous matters



20.6.	
20.7.	
	It shall be deemed to have been delivered:
	24
20.8.].
20.9	
20.0.) = = 1999 / = = = (= = = = =) (= = =) (= = =) (= = =) (= = =) (= = =) (= = =) (= = =) (= = =) (= = =) (= = = =
20.10.	
20.11.	

																				,	- '	
20.12.	_	_	_		_				_	_	_	_		_	_	_		 		_	_	
						•																
											_											
							- '						- '	-					- '	•		

Notice of right of cancellation: Right to Cancel and Model Consent Form

Information about your statutory right to cancel

Your right to cancel
2013 ,
Exception when you opt out
 [================================
Option 1
• • • • • • • • • • • • • • • • • • •
•
AND
• • • • • • • • • • • • • • • • • • • •
AND

Option 2
Request for immediate supply of service
].
nstructed on [date]
·==]
Address: [enter your address]
Signature: (only if this form is notified on paper)
Date: [date]

Explanatory notes:

Website terms and conditions template: news, review, information or community site; subscription model

General notes

1. About the Consumer Contracts (ICAC) Regulations 2013

For a business which deals with subscription services, the Regulations are quite complicated. We have written a number of <u>articles explaining each point</u>.

To keep it simple, if you allow access of users only by subscription or membership basis, you are treated as a service provider. Somewhat similar provisions will be applicable to you for supply of other services (if any) too. In short you must

The main provisions which affect your business are first, provision of information relating to service and your identity;

The required information is explained fully in our article "<u>Information</u> requirements for Distance Contract". Here is a short version:

- a. description of the main characteristics $\blacksquare \blacksquare \blacksquare$;
- b. the total price of the services $\blacksquare \blacksquare \equiv \blacksquare \equiv \blacksquare$;
- c. Your identity, land address and $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \equiv \blacksquare \equiv \blacksquare$;
- d. the arrangements for payment and $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \equiv \blacksquare \equiv \blacksquare$;

- g. whether, if the customer exercises the right to cancel, he must pay money to **—————————————————————**;
- h. the circumstances under which the customer loses the

Next, we will tell you about the $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$.

	If a consumer at any time chooses to purchase a subscription service from you, he may cancel his order within 14 days without giving any reason. When he cancels the order, you must give him his money back within 14 days after receiving the cancellation order. But there is a way out. If the customer instructs you to supply the service (in your case, immediately activate his subscribed account) before the 14 day period expires, and provided you have warned the customer that he will lose his right to cancel,
	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. That means your customer must instruct you to start earlier and acknowledge that
2.	What you need to do to comply with the
	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 https://www.netlawman.co.uk/d/website-privacy-policy
	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.
	Nonetheless, if a customer or client takes the trouble to read this T&C document, the reason is probably because they seek re-assurance. For that reason, and not for any legal reason, we have included a few points of information. There is no reason why you should not do so too. If you do, we strongly advise to keep
	As a vastly reduced summary, the important areas of the I I I I I I I I I I I I I I I I I I
	 you do not have a provision where you are assuming implied consent of customer to use his information

	•	process, edit or cha	o post information to your website, you may not inge that information without express consent, if										
	•	customer or client h	d simply ask for a tick to a box indicating that your as read your T&C. That is no longer good enough.										
	•		elements of data to consider are personal data and want to use - • • • • • • • • • • • • • • • • • •										
	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/												
	you w	ould make practical	and conditions document on the assumption that changes on your website and use an updated ow										
Para	agra	ph specific n	otes:										
Notes	numbe	ering refers to paragi	aph numbers.										
1.	Defin	itions											
	Every business is different, not only in terms of the product or service being offered,												
By all means use the search and replace function in your word processor change them,													
	We us	se											
	"Servi	ces"	"Subscription"										
	"Our \	Vebsite"	"The = = = = = = = = = = "/ " = = = = =										

	But if you do change the defined word, make But if you do change the defined word, make But I you do change the But I you do change the defined word, make But I you do change the But I you do change the But I you do change the defined word, make But I you do change the But I you do cha
	Remember too, that when a word or phrase is defined, the defined ■ ■ ■ , ■
	You should first decide on the contents of the document, then return to check
2.	Interpretation
	Leave these items in place unless there is a good reason to edit ■ ■ ■ ■ ■ ■

3.	Basis of contract
	Technically, you are both selling services and granting a licence for ■ ■ ■ ■
	It is important to make clear when the contract comes into effect. Without specifying, the advertisement of services on your
4.	Your account and personal information
	Edit as required.
5.	Our subscription terms
	These terms constitute a contractual relationship and impose an obligation upon you to comply with
	Make sure at some point in your terms and conditions, you have to obtain the freely given instruction from
	You have no obligation to explain the law of course, but without some explanation, you cannot satisfy the requirements of the Regulations that your prospective client, member or customer fully understands what he is doing. This paragraph has

Notice of right of cancellation
At the end of the terms document, we have provided the information you must provide to a customer in order
The first part is your notice to your customers. The second part asks your customer to exercise the opt out,
The price
Edit to suit your business model.
Renewal payments
We have provided for the automatic renewal of the service provision. That provision is void in law. You cannot unilaterally renew a contract. However, if you continue a course of
The best way to deal with this issue is to send a message to your customer in advance of taking payment, (for example, about four weeks) warning that the subscription will
Security of your credit card
This paragraph is more for information than contractual commitment. We have included it here because many users
•••••
For payment you may have various alternatives like the , , , , , , , , , , , , ,
How we handle your Content

7.

8.

-
e □
•
-
_
se = ,
•
•
•
•

11. Your Posting: restricted content

	This paragraph continues in the vein of the previous one. As you
12.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one
	,
13.	Security of Our Website
	There is an intentional overlap here with the paragraph on
	•••
14.	Storage of data
	This provision absolves you from any obligation to retain messages or
15.	Termination
	It is after termination that conflicts tend
16.	Interruption to Services
	We suggest you leave these provisions in place.
17.	Intellectual Property
	Few business managers appreciate just how much IP is owned by the

18.	Disclaimers and limitation of liability
	Some of these provisions may be void • • • • • • • • • • • • • • • • • • •
	The law is complicated and much depends
	••.
	You will see that we have also included in the provision for
19.	You indemnify us
	We suggest no edits.
20.	Miscellaneous matters
	A number of special points we have identified each of these as important ■ ■
	•
	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •

End of notes