## Website terms: basic directory site

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

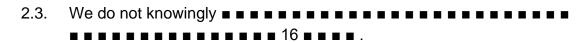
### **Terms and Conditions**

These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting ••••••••••••••••••••••••••••••••••••								
-	They are based on a set written by Net Lawman and released under licence. They protect your rights as well as ours.							
	are [your business name	e], [a company registered in [country], number [ ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ ]]						
You ar	e: Anyone who uses Ou	r Website.						
Please	e read this agreement ca	refully and save it. If you do not agree with ■ ■ ■ , ■						
These	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,						
	"Directory"	means the [name] Directory of [subject],						
	"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, trade marks, 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 [name] group of companies.						

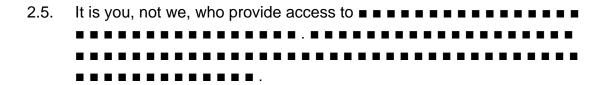
#### 2. Children on Our Website

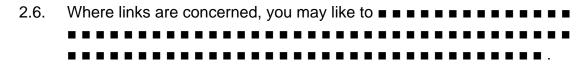
2.1.	Whatever the age of consent in your country, we are ■ ■ ■ ■ ■ ■ ■
	,











- 2.7. Filter software may also be useful to you.
- 2.8. You acknowledge that we are not responsible for
- 2.9. You now agree to waive any claim you may otherwise have against us

## 3. Intellectual Property

You agree that at all times you will:

	3.1.		anything which does or
	3.2.	notify u	
	3.3.		as concerns our
		3.3.1	copy, or • • • • • • ;
		3.3.2	use it • • • • • • • • • • • • • • • • • •
		3.3.3	give access to it
		3.3.4	in any way provide
	3.4.	not use	e the Intellectual
4.	Disc	claime	ers and limitation of liability
4.	<b>Disc</b> 4.1.	The lav	ers and limitation of liability  v differs from one
4.		The lav	v differs from one
4.	4.1.	The law  All impl  Our We	v differs from one
4.	4.1. 4.2.	The law  All impl  Our We	w differs from one
4.	4.1. 4.2.	All implements of the law and	vidiffers from one
4.	<ul><li>4.1.</li><li>4.2.</li><li>4.3.</li></ul>	All implements of the law and	w differs from one   Ilied conditions,   Ebsite includes Content posted by third parties. We are not sible   Ilied conditions,   Ilied conditions,

	••••	
	••••	
	••••	
4.6.		Our Name] website and [Our • • • ] • • • • • • • • • • • • • • •
		•[••••]•••••
	4.6.1	useful to you;
	4.6.2	of satisfactory quality;
	4.6.3	fit for a particular purpose;
	4.6.4	
4 -		■■.
4.7.		
	• • • •	
4.8.	We ac	cept no responsibility for:
	4.8.1	
	4.8.2	
	4.8.3	
4.9.		
4.9.		,
		• • • • • • 12 • • • • • • • • • • • • •
Leave	e next su	ub paragraph in place too
4.10.		
	, ■ ■ ■	,
	■ ■ , ■	

	4.11.2
4.12.	(
4.13.	
5. Mis	cellaneous matters
5.1.	2018
5.2.	
5.3.	
5.4.	

4.11.1 indirect or consequential loss; or

It shall be deemed to have been delivered:

	•••;
	72 ;
	24
	]
5.5.	
	2017,,
5.0	
5.6.	

# **Explanatory notes:**

Website terms: basic directory site

### **General notes**

#### 1. What does a T&C document do?

A terms and conditions document serves two prime purposes: first, it sets out the terms under which you have agreed to accept business. Everyone can see the details of the contract between you and your contract party can decide whether or not to enter into a contract on these terms. Secondly, the document affirms the legal rights of the parties, so that either can sue the other in court for a

#### 2. In my T&C or on $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ ?

A T&C document should provide a legal framework. It should be all-inclusive of the structure of the contract but need not include detail which may change from time to time, such as prices,

#### 3. Make sure it bites

It is essential that terms and conditions are **incorporated into the contract**. If they are not drawn to the buyer's attention until after the contract has effectively been made, then they do not form part of the contract and the buyer is not bound by them. There is another issue here. To obtain the best benefit from the terms, you should seek to bind people who are merely site visitors as well as actual buyers. Whether you can do this depends on whether you are able to ask for confirmation of acceptance of the T & C at an early stage of a visit to your site. If you are not able to do so

So far as any visitor, user, or buyer of your services is concerned, it is therefore important that the website ordering system is such that the buyer has to take some positive step to confirm that he has read the terms and conditions. If the usual device of a check box is used, it is important that it is

.,.............................

	not "pre-ticked". It is essential that references
	•••:
	"I have read and understood [your name]'s terms and conditions, and I agree that they form part of the contract between us. If I am under the age of 18 years, I confirm that I have brought the terms and conditions to the notice
	Better still, the preferred acceptance device is one which compels the buyer to go to a page containing the terms and conditions, and where
	Unless your business model requires sales to children, it is best specifically to
	Remember that if a customer comes to you otherwise than via your website, you must find some other way of obtaining his agreement to this document. By far the best way is by a signature. That means you will need a second version of this document which provides at the top for the buyer to be named and at the end for both parties to sign. If your buyer has not
4.	What you need to do to comply with the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2018
	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
	As a vastly reduced summary, the
	you do not have a provision where you are assuming implied consent

	•	-	user to post information to your website, you may not						
	•		could simply ask for a tick to a box indicating that your lient has read your T& ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						
	•	The most impo	ortant elements of data to consider are personal data and						
	You n	nay 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/								
			terms and conditions document on the assumption that ctical changes on your website						
Par	agra	ph specif	ic notes:						
Notes	follow	ing the number	ed paragraphs						
1.	Definitions								
		•	out your business, so we cannot provide you with defined y describe your services. By all						
	We u	se	You decide to change to						
	Servi	ces	SuperHosting / ProAccounting / Our Advisory Service						
	Direct	tory	All Cars Megalist						
	But if	you do ■ ■ ■ ■							

	You should first decide on the contents
	•••••
2.	Children on Our Website
	The purposes of this paragraph are first, to inform parents and others in ■ ■
3.	Intellectual Property
	Few business managers appreciate just how much IP is owned ■ ■ ■ ■ ■ ■
4.	Disclaimers and limitation of liability
	Some of these provisions may be void in one
	,
	The law is complicated and much depends
	••.
	You will see that we have also included in the provision for
5.	Miscellaneous matters
	A number of special points. We have identified each of these as

Rights of	Third	Parties	S Act -	 	 	 	 
				 	 	 	 I <b>=</b>
		I <b>.</b> .					

# **End of notes**