



Terms of Use (basic)¹

(1) Introduction

These terms of use govern your use of our website; by using our website, you accept these terms of use in full.² If you disagree with these terms of use or any part of these terms of use, you must not use our website.

(2) Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;

[(d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;]

[(e) edit or otherwise modify any material on the website; or]

[(f) redistribute material from this website [except for content specifically and expressly made available for redistribution [(such as our newsletter)].]

1 There are two main purposes of website terms of use: first, they set out the contractual framework for the use of the website; second, they fulfil some of the legal obligations placed upon some kinds of businesses and websites. Our terms of use template is intended for use on websites focused on England and Wales; it can, however, be adapted for use in other jurisdictions – although this should only be done by someone with the requisite familiarity with the relevant law of the other jurisdiction. The template is designed for some of the most common kinds of websites: information sites, online brochures/adverts for products and services, personal websites, and similar kinds of sites. It contains optional provisions for websites with restricted access and/or user generated content. It is not on its own sufficient for use on websites which collect personal information (which will also require a privacy policy of some kind) or for ecommerce sites (i.e. those involving payment in relation to goods or services - which will also require legal provisions relating specifically to the goods or services that can be bought on the website). Websites with unusual or non-standard features should always use bespoke terms of use. The website terms of use template will need to be edited before it is ready for use. Square brackets in the document indicate the sections which need or are likely to need to be edited. However you should carefully review the whole document to ensure that it meets with your requirements. If you have any doubts, you should seek professional advice.

2 The completed website terms of use should be easily accessible on your website, preferably from every page. Ideally, from a legal perspective, users should be asked to expressly agree to these terms (e.g. by clicking an “I agree” button). This is rarely done in relation to general website terms of use. If however users have to register to enter a restricted area of the website or to use functionality in the website, you should ensure that they accept the terms of use – e.g. by clicking “I accept” on an electronic version of the terms of use. You should retain evidence of the acceptance of the terms by each user.

[Where content is specifically made available for redistribution, it may only be redistributed [within your organisation].]³

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not 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.

You must not 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.

[You must not use our website to transmit or send unsolicited commercial communications.]

[You must not use our website for any purposes related to marketing without our express written consent.]

[(4) Restricted access⁴

[Access to certain areas of our website is restricted.] We reserve the right to restrict access to [other] areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

[We may disable your user ID and password in our sole discretion without notice or explanation.]

[(5) User generated content⁵

In these terms of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-licence these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

3 Where you have content which is specifically available for redistribution, it is usually a good idea to have a more detailed licence setting out the redistribution rights.

4 This section should be included if your website or parts of your website have (or will in future have) restricted access – e.g. a password-protected area for members.

5 This section should be included if your website has a bulletin board, chat room, comments feature, or similar user generated content functionality. You will need to think carefully about, first, the terms of the licence which the user grants to you, and second, the restrictions you propose to place upon users.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

[Notwithstanding our rights under these terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.]⁶

(6) Limited warranties

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(7) Limitations of liability⁷

Nothing in these terms of use (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms of use, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

[(a) to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;]

(b) we will not be liable for any consequential, indirect or special loss or damage;

(c) we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;

(d) we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;

(8) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use[, or arising out of any claim that you have breached any provision of these terms of use].⁸

6 This provision is intended to disclaim editorial responsibility for user content. This should (it is thought) give you a better chance of gaining the protection of the general defences in Sections 17-19 of the Ecommerce Regulations and the libel-specific defence in Section 1 of the Defamation Act 1996.

7 This is a very broad exclusion of liability and the courts could hold elements of it unenforceable.

8 This additional wording is useful, although users may think it unfair to demand an indemnity where liability has not been proven – and in many circumstances, for example in relation to consumers, it will probably not be enforceable.

(9) Breaches of these terms of use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

(10) Variation⁹

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our website from the date of the publication of the revised terms of use on our website. Please check this page regularly to ensure you are familiar with the current version.

(11) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

(12) Severability

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

(13) Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.¹⁰

(14) Entire agreement

These terms of use [, together with our privacy policy,]¹¹ constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

(15) Law and jurisdiction¹²

These terms of use will be governed by and construed in accordance with English¹³ law, and

9 Changes to the notices will not be retrospectively effective.

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

11 If you collect personal data from users, you should have a privacy policy as well as terms of use. You should also refer here to (for example) any terms of sale or terms of subscription which relate to your website.

12 The questions of what law governs a contract, and where disputes relating to the contract may be litigated, are two distinct questions.

13 These terms of use have 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. (NB in some circumstances the courts will apply provisions of their local law, such as local competition law or consumer

any disputes relating to these terms of use will be subject to the [non-]exclusive¹⁴ jurisdiction of the courts of England and Wales.

(16) Our details¹⁵

The full name of our company is [*Guy Wilson t/a Pure Outdoor*].

You can contact us by email to [*guy@pureoutdoor.co.uk*].

These website terms of use are based on a template
created by Website-contracts.co.uk
and distributed by Website-law.co.uk.¹⁶

protection law, irrespective of a choice of law clause specifying that a different law applies.)

14 Choose “non-exclusive” jurisdiction if you may want to enforce the terms of use against users outside England and Wales. Otherwise, choose “exclusive jurisdiction”. (NB in some circumstances – particularly where you are contracting with a consumer - your jurisdiction clause may be overridden by the courts.)

15 UK companies must provide their corporate names, their registration numbers, their place of registration and their registered office address on their websites.

Sole traders and partnerships who carry on a business in the UK under a “business name” (i.e. a name which is not the names of the trader/partners or certain other specified classes of name) must also make certain website disclosures: (i) in the case of a sole trader, the individual’s name; (ii) in the case of a partnership, the name of each member of the partnership; and (iii) 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 Ecommerce Regulations must provide a geographic address (not a PO Box number) and an email address.

16 Please note that it is a condition of the use of this template that you either: (i) retain this credit and these links; or (ii) pay the appropriate licence fee in relation to each website on which the document is used.