

## Free website terms and conditions: cover

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# 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 You must be at least [18] years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least [18] years of age.
- 1.5 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. Credit

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## 3. Copyright notice

- 3.1 Copyright (c) [year(s) of first publication] [full name].
- 3.2 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.

## 4. Licence to use website

- 4.1 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;

- (d) [stream audio and video files from our website]; and
  - (e) [use [our website services] by means of a web browser],
- subject to the other provisions of these terms and conditions.

- 4.2 Except as expressly permitted by Section 4.1 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.
- 4.3 You may only use our website for [your own personal and business purposes], and you must not use our website for any other purposes.
- 4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 4.5 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.
- 4.6 Notwithstanding Section 4.5, you may redistribute [our newsletter] in [print and electronic form] to [any person].
- 4.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## **5. Acceptable use**

- 5.1 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 or accessibility 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) 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;

- (d) [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];
- (e) [access or otherwise interact with our website using any robot, spider or other automated means[, except for the purpose of [search engine indexing]]];
- (f) [violate the directives set out in the robots.txt file for our website]; or
- (g) [use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)].

*[additional list items]*

- 5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 5.3 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].

## **6. Registration and accounts**

- 6.1 To be eligible for [an account] on our website under this Section 6, you must [be resident or situated in the United Kingdom].
- 6.2 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].
- 6.3 You must not allow any other person to use your account to access the website.
- 6.4 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.5 You must not use any other person's account to access the website[, unless you have that person's express permission to do so].

## **7. User login details**

- 7.1 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].
- 7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 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.

## **8. Cancellation and suspension of account**

8.1 We may:

- (a) [suspend your account];
- (b) [cancel your account]; and/or
- (c) [edit your account details],

at any time in our sole discretion without notice or explanation.

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

## **9. Your content: licence**

9.1 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].

9.2 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].

9.3 You grant to us the right to sub-license the rights licensed under Section 9.2.

9.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.

9.5 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.

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

9.7 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.

## **10. Your content: rules**

- 10.1 You warrant and represent that your content will comply with these terms and conditions.
- 10.2 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).
- 10.3 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]*

## **11. Limited warranties**

- 11.1 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; or
  - (c) that the website or any service on the website will remain available.
- 11.2 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.
- 11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **12. Limitations and exclusions of liability**

- 12.1 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.
- 12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:
- (a) are subject to Section 12.1; 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.
- 12.3 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.
- 12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 12.5 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.

- 12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 12.8 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).

### **13. Breaches of these terms and conditions**

- 13.1 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]*

- 13.2 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])].

### **14. Variation**

- 14.1 We may revise these terms and conditions from time to time.
- 14.2 [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.]

- 14.3 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.

## **15. Assignment**

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 15.2 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.

## **16. Severability**

- 16.1 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.
- 16.2 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.

## **17. Third party rights**

- 17.1 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.
- 17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **18. Entire agreement**

- 18.1 Subject to Section 12.1, 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.

## **19. Law and jurisdiction**

- 19.1 These terms and conditions shall be governed by and construed in accordance with [English law].
- 19.2 Any disputes relating to these terms and conditions shall be subject to the [exclusive] OR [non-exclusive] jurisdiction of the courts of [England].

## **20. Statutory and regulatory disclosures**

- 20.1 We are registered in *[trade register]*; you can find the online version of the register at *[URL]*, and our registration number is *[number]*.
- 20.2 We are subject to *[authorisation scheme]*, which is supervised by *[supervisory authority]*.
- 20.3 We are registered as *[title]* with *[professional body]* in *[the United Kingdom]* and are subject to *[rules]*, which can be found at *[URL]*.
- 20.4 We subscribe to *[code(s) of conduct]*, which can be consulted electronically at *[URL(s)]*.
- 20.5 Our VAT number is *[number]*.

## **21. Our details**

- 21.1 This website is owned and operated by *[name]*.
- 21.2 We are registered in *[England and Wales]* under registration number *[number]*, and our registered office is at *[address]*.
- 21.3 Our principal place of business is at *[address]*.
- 21.4 You can contact us:
- (a) *[by post, using the postal address [given above]]*;
  - (b) *[using our website contact form]*;
  - (c) *[by telephone, on [the contact number published on our website from time to time]]*; or
  - (d) *[by email, using [the email address published on our website from time to time]]*.

*[additional list items]*

## **Free website terms and conditions: drafting notes**

This is a free version of our standard website terms and conditions document. It is identical to that document, save that this version includes an SEQ legal credit. In addition to the provisions that would typically be included in any set of website terms and conditions, this document includes provisions covering user accounts and user-generated content (although the latter are not as detailed as in some of our more sophisticated website terms and conditions documents). If your website does not feature user accounts or interactive features, you may wish to consider our website disclaimer document instead of these terms and conditions.

### **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, e.g. 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. Are there any age restrictions on the use of the website?

The use of websites by minors can be legally problematic. There are a number of different legal issues. For example, under English law, contracts may be unenforceable against minors. Another issue concerns data protection. The law of data protection imposes additional burdens in relation to the processing of any personal data of a minor and personal data provided by a minor. The effects of the law of indecency may also depend upon whether a website is accessible by minors. Obviously, the inclusion of a requirement in your terms and conditions that minors refrain from using a website is no guarantee that they will do so. Where your website is directed at, or likely to be used by, minors, we recommend that you seek specialist legal advice.

- What is the minimum age for website users?

## **Section 1.5**

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: Credit**

### **Section: Free documents licensing warning**

Optional element. Although you need to retain the credit, you should remove the inline copyright warning from this document before use.

## **Section 3: Copyright notice**

### **Section 3.1**

- 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 4: 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 4.1**

- 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 4.2**

Optional element.

### **Section 4.3**

Optional element.

- For what purposes may the website be used?

### **Section 4.4**

Optional element.

## **Section 4.6**

Optional element. Are users permitted to redistribute any specific content from the website (e.g. newsletters)?

- What types of content are redistributable?
- In what formats may redistributable content be redistributed?
- To whom may redistributable content be redistributed?

## **Section 5: Acceptable use**

### **Section 5.1**

- 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 5.2**

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

### **Section 5.3**

Optional element.

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

## **Section 6: Registration and accounts**

### **Section 6.1**

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

- What eligibility criteria apply?

### **Section 6.2**

- How do users register with the website?

### **Section 6.3**

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

### **Section 6.4**

Optional element.

### **Section 6.5**

Optional element.

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

## **Section 7: User login details**

### **Section 7.1**

- How will users' login details be generated?
- What account credentials will users have upon account creation?

### **Section 7.2**

Optional element.

### **Section 7.3**

Optional element.

### **Section 7.4**

Optional element.

### **Section 7.5**

Optional element.

## **Section 8: Cancellation and suspension of account**

### **Section 8.1**

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

### **Section 8.2**

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

## **Section 9: Your content: licence**

### **Section 9.1**

- Define "your content".

### **Section 9.2**

- 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 9.4**

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

### **Section 9.5**

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 9.6**

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

## **Section 10: Your content: rules**

### **Section 10.2**

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 10.3**

Optional element.

- Do you want to expressly prohibit the publication by users of information about how to commit crimes and the promotion of criminal activities?
- Should the depiction of violence be prohibited?
- Should the prohibition on depicting violence be limited to explicit etc violence?
- Should pornographic material be prohibited?
- Should the prohibition on pornographic material be supplemented with a prohibition on lewd, suggestive or sexually explicit material?
- Should untrue, false, inaccurate or misleading content be prohibited?
- Should potentially dangerous advice be prohibited?
- Should spam be prohibited?
- Should offensive etc material be prohibited?
- Should annoying etc material be prohibited?

## **Section 11: Limited warranties**

### **Section 11.1**

Optional element.

### **Section 11.2**

Optional element.

## **Section 12: 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 should 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"). In many circumstances, however, the courts will find these types of limitations and exclusions to be unenforceable. 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.

### **Section 12.1**

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 12.3**

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 12.5**

Optional element.



## **Section 12.6**

Optional element.

## **Section 12.7**

Optional element.

"Consequential loss" has a special meaning in English law: it means any loss that, whilst not arising naturally from the breach, was specifically in the contemplation of the parties when the contract was made.

## **Section 12.8**

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

## **Section 13: Breaches of these terms and conditions**

### **Section 13.1**

- Will account suspension or deletion be a possibility here?

### **Section 13.2**

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 14: 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 14.2**

- Will website users be notified of changes to the document?

### **Section 14.3**

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

## **Section 17: 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.

## **Section 18: Entire agreement**

### **Section 18.1**

- What other documents govern the use of the website?

## **Section 19: 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 19.1**

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 19.2**

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 20: 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, i.e. 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).

### **Section 20.1**

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 20.2**

Optional element. Is the website operator subject to an authorisation scheme (e.g. 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 20.3**

Optional element. Is the service provider a member of a regulated profession (e.g. 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?
- In which jurisdiction was the professional title granted?
- What is the name of the document containing the rules governing the profession?
- At what URL can the rules be found?

### **Section 20.4**

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 20.5**

Optional element. Is the website operator registered for VAT?

- What is the website operator's VAT number?

## **Section 21: 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" (i.e. 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: (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 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.

### **Section 21.1**

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

### **Section 21.2**

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 21.3**

Optional element.

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

### **Section 21.4**

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.