

Website disclaimer (version 2.0)¹

(1) Introduction

This disclaimer governs your use of our website; by using our website, you accept this disclaimer in full.² If you disagree with any part of this disclaimer, do not use our website.

(2) Intellectual property rights

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.

(3) Licence to use website

You may view, download for caching purposes only, and print pages [or [*OTHER CONTENT*]]³ from the website for your own personal use, subject to the restrictions below.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or otherwise sub-license material on the website;

¹ The disclaimer is a cut-down version of our website terms and conditions document. It is designed for use with UK hosted and focused information-only websites; 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. It is not intended for use on websites which require registration to access particular areas or services; neither is it intended for websites which include bulletin boards or allow users to post comments. It is not sufficient for use on websites which collect personal information, or for ecommerce sites (i.e. those involving the sale or purchase of goods or services). Websites with unusual or non-standard features should always use bespoke terms and conditions. The website disclaimer 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 disclaimer 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). However, in practice, this is very rarely done in relation to website disclaimers.

³ The scope of the licence to use will vary with the site. Consider carefully exactly what your users should be allowed to do with the material on your website.

- (c) [reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;]⁴
- (d) [edit or otherwise modify any material on the website; or]
- (e) [redistribute material from this website [except for content specifically and expressly made available for redistribution [(such as our newsletter)].]

[Where content is specifically made available for redistribution, it may only be redistributed [within your business].]⁵

(4) Limitations of liability⁶

The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

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 (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under this disclaimer or in connection with our website, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under this disclaimer or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

However, nothing in this disclaimer shall 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.

⁴ This proposed anti-commercial clause is widely drawn, and the exact scope of the exclusion should be carefully considered.

⁵ 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.

⁶ This is a very broad exclusion of warranties and liability - and elements of it may be unenforceable.

(5) Variation⁷

We may revise this disclaimer from time-to-time. Please check this page regularly to ensure you are familiar with the current version.

(6) Entire agreement

This disclaimer constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

(7) Law and jurisdiction

This disclaimer will be governed by and construed in accordance with English law, and any disputes relating to this disclaimer shall be subject to the exclusive jurisdiction of the courts of England.

[(8) Registrations and authorisations⁸

[We are registered with [*TRADE REGISTER*]. You can find the online version of the register at [*URL*]. Our registration number is [*NUMBER*].]⁹

[We are subject to [*AUTHORISATION SCHEME*], which is supervised by [*SUPERVISORY AUTHORITY*].]¹⁰

[We are registered with [*PROFESSIONAL BODY*]. Our professional title is [*TITLE*] and it has been granted in the United Kingdom. We are subject to the [*RULES*] which can be found at [*URL*].]¹¹

⁷ Changes to the notices will not be retrospectively effective.

⁸ This section can be deleted where The Electronic Commerce (EC Directive) Regulations 2002 (aka the Ecommerce Regulations) do not apply. Generally, the Regulations will apply unless a website is entirely non-commercial - i.e. where a website does offer any goods or services and does not involve any remuneration (which includes remuneration for carrying AdSense or other advertising).

⁹ The Ecommerce Regulations provide that where 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”.

¹⁰ The Ecommerce Regulations provide that “where the provision of the service is subject to an authorisation scheme” you must provide “the particulars of the relevant supervisory authority”. In most cases you will be able to delete this paragraph.

¹¹ The Ecommerce Regulations provide that where “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”.

[We subscribe to the following code[s] of conduct: [*CODE(S) OF CONDUCT*]. [These codes/this code] can be consulted electronically at [*URL(S)*].¹²

[Our VAT number is [*NUMBER*].]

(9) Our contact details

The full name of our company is [*NAME*]. [We are registered in [England & Wales] under registration number [*NUMBER*].]¹³ Our [registered] address is [*ADDRESS*].

You can contact us by email to [*EMAIL*].

This [disclaimer](#) is based on a template created and distributed by www.website-law.co.uk.¹⁴

¹² The Ecommerce Regulations 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”.

¹³ Include this information if the website is owned by a company or a limited liability partnership.

¹⁴ Please note that it is a condition of the use of this template that you either: (i) retain this credit and link; or (ii) pay the appropriate licence fee in relation to each website on which the document is used.