**Website Terms of Use**

***Add/delete information in brackets as appropriate***

**The Site**

These website terms of use (the “**Terms**”) apply to the website at enter name of main website (the “Site”).

[Insert Domain Name] (“site”) is owned and operated by [insert Company Name], a company registered in the Republic of Ireland under company number [Insert company number] and with our registered office at [insert registered office address], business address at [insert business address] and vat number is [insert VAT number]. In these terms we refer to ourselves as “**we**”, “**us**”, “**our**” or “**ourselves**”.

**OR**

[Insert Domain Name] (“site”) is owned and operated by [insert name of person], a sole trader with my principal place of business at [insert business address] and vat number is [insert VAT number]. In these terms we refer to ourselves as “**we**”, “**us**”, “**our**” or “**ourselves**”.

You can get hold of us in any of the following ways:

1. by telephoning us on [telephone number];
2. by emailing us at [email address]; or
3. by writing to us at [address].

**Personal Data**

For information about how we collect and use your personal information, please see our privacy notice which is available here [insert link to online version].

**Terms of use**

These Terms set out the terms on which you may use the Site. These Terms are important, and you should read them carefully before using the Site. They explain how you may use the Site.

By using (and continuing to use) the Site, you agree to comply with these Terms. If you do not agree with these Terms, then you must stop using the Site immediately.

[Any orders or purchases made on the Site will be governed by our terms and conditions of sale which are available here **OR** specify other].

**Changes to these Terms**

We may change these Terms from time to time. You should therefore check these Terms each time you visit our Site for any changes. These Terms were last updated on date.

If you do not agree with the new/amended Terms then you must stop using the Site immediately. If you continue to use the Site, you agree to comply with the new/amended Terms.

**Site Availability and access to the Site**

Our Site is aimed at website visitors based in the Republic of Ireland. The content on the Site may not be appropriate or available for use in locations outside of the Republic of Ireland.

We permit access to the Site on a temporary basis, and we may amend, suspend or indefinitely withdraw the Site, without notice to you.

You may only use our Site for lawful reasons.

Whilst we try to make this Site available at all times, we make no promises that it will be available at all times and we will not be liable if the Site is unavailable for any period of time, for whatever reason.

Access to the Site may be restricted or the Site may be unavailable to allow us to repair, maintain or improve the Site. We do not guarantee that access to the Site will be uninterrupted.

[Some areas of our Site may be restricted to those people who have registered with us **OR** we have provided login details to **OR** we have provided special access to.]

You are responsible for ensuring that you have the necessary and compatible equipment and/or devices for accessing our Site.

**Updates to Content**

[From time to time we may update or change content on our Site] **OR** [We regularly change and update content on our Site].

**Reliance on Content**

The content on our Site is posted for general information purposes on an ‘as is’ basis and is not intended to amount to advice on which you should rely.

You should always obtain your own professional advice before taking any action or refraining from doing something based on the content of our Site.

We use reasonable endeavours to provide content which is up to date, but we do not warrant, represent, promise or guarantee that the content on our Site is up to date or accurate.

**[Login Details**

[If you have login details to access any part of the Site, you must treat those details as confidential, and you must not share them with or disclose them to any other person or any other third party.]

[You will be responsible for all activity and orders placed under your login details. If you believe that someone else knows your password, then you should contact us immediately using the contact details above.]

[If we believe that you have not complied with these Terms or any other terms applicable to you, then we reserve the right to disable or suspend your login details.]

[If we believe that there has been a breach of security in relation to your login details or we believe that your account has been misused, then we may lock your account and require you to change your password.]

**Third Party Sites**

The Site may contain links to third-party websites. We are not responsible for the content on any linked website, and we accept no responsibility for any loss or damage suffered due to your use of them. Where we provide links, we do so where we believe it may assist you and other visitors to our Site but by providing the link, we do not in any way approve the linked website or anything contained therein.

***Add/delete this paragraph where visitors supply content to your site***

**Visitor’s content**

If you submit any content to our Site (such as on a chatroom or providing a review) you agree that:

1. you own the intellectual property rights in the content you submit and no content which you submit will infringe the intellectual property rights of anybody else;
2. you are personally responsible for the content which you submit;
3. you will not submit anything which is false, misleading or inaccurate;
4. you will not submit anything which is defamatory, threatening or which is otherwise considered offensive, or which is against the law; and
5. you will not submit anything which contains viruses or similar programs or files which damage equipment, devices or software.

We reserve the right to remove any submissions made to our Site.

If you fail to comply with these Terms, we reserve the right to suspend or withdraw indefinitely your access to or use of our Site. We may also take legal action against you and we may disclose your details to law enforcement agencies where we believe this is necessary or if we are required to disclose them by law. We may take any other action as we consider is necessary.

We do not usually edit or monitor content uploaded by visitors. Visitor’s content has not been approved by us and does not necessarily represent our views or values. If there is content uploaded by other visitors that you wish to complain about then please contact us using the contact details set above.

**Viruses and bugs**

We do not guarantee that our Site will be free from viruses, bugs or other harmful code or programs. It is your responsibility to ensure that the equipment and devices you use to access our Site are installed with up to date and sufficient anti-virus software.

You must not intentionally introduce viruses, bugs or other harmful code or programs to our Site.

You must not attempt to hack or attack or attempt to gain unauthorised access to our Site, any part of it or any software or equipment connected to it. We may take legal action against you and we may disclose your details to law enforcement agencies where we believe this is necessary or if we are required to disclose them by law. We may take any other action as we consider is necessary.

**Our Liability**

[This section does not apply to any goods, services or digital content that we may sell to you via this Site. Please refer to our terms and conditions of sale which are available here (insert link to terms).]

Nothing in this section or these Terms shall exclude or place limits on our liability for any death or personal injury caused by our negligence or for any other liability which cannot be excluded or limited by law.

To the fullest extent permitted by law we exclude all liability for loss or damage arising out of or in connection with your use of our Site (including any inability to use our Site). This exclusion covers, but is not limited to, liability for:

1. any direct loss;
2. any loss of profit;
3. any loss of revenue, anticipate savings or goodwill; or
4. any indirect or consequential loss.

To the fullest extent permitted by law, we exclude all representations and warranties relating to our Site and the content on it.

We will not be liable for any loss or damage arising out of or in connection with your use of or reliance on any content on our Site.

If you are a consumer, then none of these exclusions or limitations or other terms in these Terms affect your rights under consumer law.

**Intellectual Property Rights**

Except in respect of content uploaded by visitors we own (or we are an authorised licensee) all intellectual property rights on this Site and in the material and content published on it. These are protected by worldwide intellectual property laws, and we reserve all such rights.

[Names] are our registered trademarks **OR** are trademarks of our related companies. You are not permitted to use them unless you are authorised to do so.

We grant to visitors of the Site a non-exclusive revocable licence to view and print the content appearing on the Site or any part of it, subject to the following conditions:

1. you may print one copy for your own personal use (but not for commercial use);
2. you may download extract(s) from our Site for your own personal use (but not for commercial use);
3. you must not delete any copyright notice from any content which you print or download;
4. you must acknowledge us (or the relevant person/contributor) as the author of the content;
5. you must not license or resell any content printed or downloaded from our Site; and
6. you must not use any of our trademarks or any third-party trademarks which appear on our Site without our express written permission (or that of the relevant third party).

If you print or copy any content from our Site without complying with these Terms then your right to access our Site will end immediately and you must destroy, delete or return any copies of the content when and how we instruct you to.

**Links to our Site**

You may not create a link to any part of our Site unless you have our prior written consent. If you would like to link to our Site, please send your request to us on the contact details set out above.

**OR**

You may link to our Site, but any such link is subject to the following conditions:

1. the link must not damage our reputation;
2. you must ensure that the link does not in any way suggest that there is any kind of association between us and does not suggest that we promote or endorse you in any way; and
3. we reserve the right to withdraw permission to you linking to our Site.

**Severance**

If any part of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part shall be deemed deleted. Any modification to or deletion of such part under this clause shall not affect the validity and enforceability of the rest of these Terms.

**Law and Jurisdiction**

If there is ever any dispute between you and us, then it will be resolved using the law of the Republic of Ireland. Any proceedings will be brought in the Irish courts.

**Guidance Notes**

**Website Terms of Use**

These are standard terms and conditions for businesses to provide on their website. They cover matters such as access to the website and use of the website.

They do not have provisions about the sale of goods or services (or digital content in the case of consumers). You will need a separate set of terms for these, and they will depend upon what you are selling (goods, services and/or digital content) and who you are selling to (businesses and/or consumers).

You may also need a **separate privacy notice** if you collect personal data via the website and a **cookies policy** if your website uses cookies.

You should include a link to these terms on every page of your website. Usually, the link is found at the bottom of each page.

These terms have been drafted generally for websites, but you should consider the nature of your website and the purposes it is serving. There may be other terms which should be included in these terms depending on the nature of your website and your business.

**Your privacy notice**

You should have a privacy notice which explains to visitors of the website about the personal information you collect about them and how it is used amongst other matters.

If you don’t already have one, then you can use our template **general privacy notice** or our **website privacy notice**.

If your website uses cookies, then you should also include a link to your cookies policy.

If you don’t have one then you can use our template **cookies policy**.

**Selling via your website**

You should include this if you sell via your website and/or amend it if you have other terms which apply to visitors to the website.

**Terms last updated on**

You should insert the date when these terms are finalised. If at any later point you update the terms, then the date should be updated to reflect the date of the changes.

**Logged in / restricted sections**

You should only include this if you have a login section for your website and/or if certain areas of the website are restricted.

**3rd Party sites**

If you do have third party links on your website, and you are collecting personal data, then potentially both you and the third party are joint controllers of that personal data and you must notify users of the transmission of their personal data to that third party and your legal basis for doing so.

**Visitor content**

You only need to include this section if your website has the ability for visitors to upload content.

If there is going to be a lot of visitor generated content on your website then you should consider more detailed terms around what is acceptable in terms of content. These have been drafted on the basis of limited visitor content being uploaded to the website.

**Linking to your terms and conditions as necessary**

If you sell goods, services or digital content then you should have terms and conditions in place. You will need to include a link to these here if you do sell via the website.

If you do not sell via the website, then you can remove this section

**Registered trademarks**

If you do have registered trademarks, then you should list them here. If those trademarks are owned by other group companies, then you should include the wording about related companies.

If you do not have any registered trademarks, then you can delete this section.

**Linking to your website**

You need to pick the relevant option depending on whether or not you want people to be able to link to your website or not.