

www.hollinshouse.co.uk Website disclaimer[\[1\]](#)

(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, you must 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 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)].]

[Where content is specifically made available for redistribution, it may only be redistributed [within your business].][\[4\]](#)

(4) Limitations of warranties and liability[\[5\]](#)

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).

Nothing in this disclaimer (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 this disclaimer, 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.

(5) Variation[\[6\]](#)

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

(6) Entire agreement

This disclaimer[, together with our privacy policy,][\[7\]](#) 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[\[8\]](#)

This disclaimer will be governed by and construed in accordance with English[\[9\]](#) law, and any disputes relating to this disclaimer will be subject to the [non-]exclusive[\[10\]](#) jurisdiction of the courts of England and Wales.

(8) Our details [\[17\]](#)

The full name of our company is Hollins House.

Our [registered] address is [ADDRESS].

You can contact us by email to hollinshouse@tiscali.co.uk

This [disclaimer](#) is courtesy of

[Template Contracts](#) and [Website Law](#) [\[18\]](#)

[\[1\]](#) The disclaimer is a cut-down version of our basic terms of use 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 (which will also require a privacy policy) or for ecommerce sites (which will also require terms of sale). 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.

[\[4\]](#) 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.

[\[5\]](#) This is a very broad exclusion of warranties and liability - and elements of it may be unenforceable.

[\[6\]](#) Changes to the notices will not be retrospectively effective.

[\[7\]](#) If you collect personal data from users, you should have a privacy policy as well as a disclaimer. You should also refer here to (for example) any terms of sale or terms of subscription which relate to your website.

[\[8\]](#) The questions of what law governs a contract, and where disputes relating to the contract may be litigated, are two distinct questions.

[\[9\]](#) 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 protection law, irrespective of a choice of law clause specifying that a different law applies.)

[\[10\]](#) 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.)

[\[11\]](#) 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).

[\[12\]](#) 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".

[\[13\]](#) 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.

[\[14\]](#) 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".

[\[15\]](#) 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".

[\[16\]](#) Under the Ecommerce Regulations, where the service provider undertakes an activity that is subject to value added tax, the relevant identification number must be disclosed.

[\[17\]](#) 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.

[\[18\]](#) 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.