IE-TCmkt09

Website terms and conditions template: marketplace for events; buyer side

Terms and Conditions

These terms and conditions are the contract between you and [Our name] ("us", "we", etc). By visiting or using Our Website,
We are [trade name], a company registered in [country], number [
VAT Registration Number:
You are: Anyone who uses Our Website or makes ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract.
Please read this agreement carefully and save it. If you do not agree with it, you should leave •••••••••••••••••••••••••••••••••••

These are the agreed terms

1. Definitions

"Booking"	means the booking for an Event along with any other services
"Content"	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text,
"Event"	[means an event, experience, arrangement or an activity planned by the Operator. Among other things, it may be designed
"Our Website"	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the [• • • •] • • • • • • • • • • • • • •
"Post"	means place on or into Our Website any Content or material

"Operator"		means a person, firm or organisation who offers Booking on Our Website
"Services"		means a service available from Our Website, whether free or charged, It does not include the services (if \blacksquare
Inte	rpretat	ion
In this	agreeme	ent unless the context otherwise requires:
2.1.		tract is not related or dependent on the contract you might th any of Operator. The contract between you and us is limited
	••••	
2.2.		nce to a person includes a human individual, a corporate entity organisation
2.3.	legal repand and obli	nce to a person includes reference to that person's successors, presentatives, permitted assigns and any person to whom rights gations are transferred or pass as a
	••••	■ .
2.4.		dings to the paragraphs and schedules (if any) to this ent are inserted
2.5.		eement by either party not to do or omit to do something an obligation not to allow some ••••••;
2.6.	these te	rms and conditions apply to all Bookings through Our Website.
2.7.	•	eement is made only in the English language. If there is any n meaning between the English language version of this

Our	Our Contract					
3.1.	We do not offer the Services in all countries. We may refuse your access to our Service					
3.2.	In entering into this contract you have not relied on any representation or information from any source except the					
3.3.	Our contract with you is limited to our providing a market place for the Events listed. When you make a Booking through Our					
3.4.	We act as agents of the Operator ONLY to the extent of use of Our Website as platform to					
3.5.	When you make a Booking, you do so subject to the terms and \blacksquare \blacksquare \blacksquare					
3.6.	We welcome your queries, comment or complaint regarding your experience, which you make through Our Website. We may act upon a complaint in our					
3.7.	We are not responsible to you further than to take your money .					
3.8.	In any dispute with an Operator, you should deal only with the Operator. We have ••••••••••••••••••••••••••••••••••••					
3.9.	Event descriptions, format and timings given on Our Website are only intended to present a general idea of the Event, and shall not be considered binding. In particular,					
	••••••					
3.10.	If we give you free access to a Service or feature on Our Website					

which is normally a charged feature, and that Service or feature is

	usually subject			
3.11.	We may change this agreement and / or the way we provide the Services, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■			
	3.11.1	The change will take effect when we post ••••••••••••••••••••••••••••••••••••		
	3.11.2	You agree to be bound by any changes.		
You	ır acco	ount and personal information		
4.1.	done by You sho kept co have ar	rou visit Our Website, you accept responsibility for any action y any person in your name or under your account or password. Ould take all necessary steps to ensure that the password is infidential and secure and should inform us immediately if you my reason to believe		
4.2.	•	ree that you have provided accurate, up to date, and complete tion about you. We are not responsible		
4.3.	•	ree to notify us of any changes in your information immediately s. If you do		
The	Booki	ing procedure		
5.1.		it is clear to the contrary, you may assume that every Booking		
5.2.	Prices I	isted on Our Website by Operators are inclusive ■ ■ ■ ■ ■ ■ ■ ■		
5.3.	You ma	ay place a Booking either by:		
	5.3.1	giving your credit or debit card details at the time of		

5.

	5.3.2	paying for your Booking in full in advance of your arrival, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
5.4.		ve us your credit or debit card details we do not process your t until your arrival. The card you use must have an
5.5.		onot transfer or resell your Booking (in whole or in part). If you or resell (or attempt to transfer or resell) then [Our name]
5.6.	promoti	may be offered for Booking subject to any discount [or on / gift vouchers / additional activities] • • • • • • [• • • • •]
5.7.	•	to discounts and promotions, Bookings are made at a fixed oplicable to that Event]. VAT may be • • • • • • • • • • • • • • • • • •
5.8.	address	ation of Bookings may be by email [to your last known email] or by post (including secure, registered, recorded and
5.9.	-	ou have made a Booking t through Our Website, the price
5.10.	governn	we nor the Operator can be responsible for action by any nental authority. We do not know and are not
5.11.	You are	required to pay in the currency in which the Event
5.12.		ooking will be subject to the laws applicable but there shall not ed any right which is neither
5.13.	For sec	urity purposes (yours and ours)

	\A/- +-		
	vve ta	ake care = = = = = = = = = = = = = = = = = = =	
	6.1.	Card payments are not processed on a page controlled by	
	6.2.	If you have asked us to remember your credit card details in readiness for your next purchase ••••••••••••••••••••••••••••••••••••	
7.	Change or postponement of an Event		
	7.1.	Decision to change or cancel an Event	
	7.2.	Before attending an Event, please check on [
	7.3.	If an Event is cancelled or the Operator makes a significant change ■ ■	
	7.4.	We will try to help you	
		= :	
		7.4.1 general information;	
		7.4.2 Bookings at ();	
	7.5.	If an Event is rescheduled, cancelled or postponed,	

Security of your credit card

6.

	7.6.	•	significant change is made to any • • • • , • • • • • • • • • • • • • •
	7.7.		case, [Our name] cannot be
8.	Вос	okings	: cancellation and refunds
	8.1.	You ma	ay cancel a Booking
	8.2.	any pa	cancel within the period specified above, Operators shall refund yment you may have made
	8.3.	The se	■ ■]. nfirmation of cancellation that we ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	0.3.	• • • •	
	8.4.		olicate Booking vouchers will be issued to replace the
9.	The	(Our	name] promise
	To gi	ve you th	ne = = = = , = = = = = ; = = = = ; = = = =
	9.1.	This pr	omise is subject to the following conditions:
		9.1.1	you must first follow • • • • • • • • • • • • • • • • • • •
		9.1.2	the maximum payment is € [250]. We will make ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
			 ,

		9.1.3	the claim • • • • • • • • • • • • • • • • • • •
		9.1.4	you must provide a street address to us in • • • • • • : [• • • • • • • • • • • •
		9.1.5	you are limited to a lifetime maximum • • • [• • •] • • • • • • • • • • • •
		9.1.6	you must not • • • • • • • • • • • • • • • • • • •
	9.2.	The pro	omise set out in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
10.	How	we h	andle your Content
	10.1.		vacy policy is strong and precise.
	10.2.		Post Content to any public area of Our
	10.3.	Even if	access to your text is behind a user registration it
	10.4.	Posting	g Content of any sort does not change your
	10.5.		iderstand that you are personally responsible for your breach of
	10.6.	You ac	cept all risk and

11.	Res	trictions on what you may Post to Our Website
		ovite you to Post Content to Our Website in several ways and for different oses. We
		,
	• • •	
		o not undertake to moderate or check every item Posted, but we
	•••	•••••••
	You a	agree that you will not use or
		:
	11.1.	be unlawful,
	11.2.	consist in • • • • • • • • • • • • • • • • • •
	11.3.	be obscene, ••••, ••••, ••••, ••••;
	11.4.	be sexually explicit or pornographic;
	11.5.	be likely to deceive any person or be
	11.0	use a Posting to solicit responses
	11.6.	use a Posting to solicit responses
		= ;
	11.7.	request or collect passwords or other personal
		;
	11.8.	link to = = = = = = = = = = ;
	11.9.	send age-inappropriate • • • • • • • • • • • • • • • • • • •

...............

12.	Your Posting: restricted Content					
	In cor	nection	with the restrictions set out			
	•••	••••				
	In add	dition to t	he = = = = = = = = = = , = = = = = = = =			
	12.1.	2.1. hyperlinks, ;				
	12.2.	keywor	ds or words = = = , = = = = = = = = = = = = = = =			
	12.3.	the nan	ne, = = = = = = = = = = = = = = = = = = =			
	12.4.	inaccur	ate, false, or misleading information;			
13.	Removal of offensive Content					
	13.1.	1. For the avoidance of doubt,				
	13.2.		under no obligation to monitor or record the activity of any user			
	13.3.	If you a ■ ■ :	re = = = = = = = = = = = , = = = = = = =			
		13.3.1	your claim or complaint must be submitted to us in the form ■ ■			
		13.3.2	we shall remove • • • • • • • • • • • • • • • • • • •			
		1222	after we receive notice of			

■■;

	13.3.4 we may re-
13.4.	In respect of any complaint made by you or any person on your behalf,
	= = .
13.5.	You now agree that if any complaint is made
Sec	urity of Our Website
If you	violate
You r	ow agree that = = = = = = = = = , = = = = = = = = = =
•••	
14.1.	modify, copy, or cause damage • • • • • • • • • • • • • • • • • • •
14.2.	link to Our Website in any way that would cause the appearance ■ ■ ■
	•;
14.3.	download any part •••••••, ••••••••
14.4.	collect or use ••••••;
14.5.	collect or use any information obtained
	;
14.6.	

14.7.

15. Interruption to Services

15.1.

15.2.

15.3.

............

16. Disclaimers about the Events

.....................

16.1.

16.3.

	16.4.															
							• • •			••	••	• •				• •
	16.5.			•••	• • •		•		••	•••	::	••	••			
	16.6.									••					ı = 1	
			the Op	ı ;						• •		••	••	••	•	
	16.7.						• • •									
	16.8.				•••					■ , ।						•
		•.		•••	• • •				••					••		
17.	Disc	laime	rs and	d lim	itati	on c	of lia	abi	lity							
	17.1.	::::		•••	 	• • •	•••			• • •	• • •	• •				•

...................................

17.3.

17.4.	• • • • • • • • • • • • • • • • • • •	
	••••	
	17.4.1	useful to you;
	17.4.2	of satisfactory quality;
	17.4.3	fit for a particular purpose;
	17.4.4	,,,
17.5.		
	••••	:
	17.5.1	;
	17.5.2	delivery of Content, material or any message;
	17.5.3	privacy of any transmission;
	17.5.4	;
	17.5.5	
	17.5.6	
	17.5.7	;
	17.5.8	
	17.5.9	
17.6.		
		<pre></pre>

	17.7.	
		17.7.1 indirect or consequential loss; or
		17.7.2
		.,
	17.8.	
		•••.
	17.9.	
18.	You	indemnify us
	•••	,
		,
		:
		·
	18.1.	
	18.1.	:;
	18.1. 18.2. 18.3.	:;
	18.1. 18.2. 18.3.	your breach of this agreement;
	18.1. 18.2. 18.3.	your breach of this agreement; any Content you place on your website;

19. Dispute resolution

19.4. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: http://ec.europa.eu/consumers/odr/.

20. Miscellaneous matters

20.2.

20.3.	
20.4.	
	20.4.1
	20.4.2
	20.4.3 issue a claim in any court.
20.5.	
20.6.	
	It shall be deemed to have been delivered:
	;
	;
	24
	• • • •].
20.7.	
20.8.	

Explanatory notes:

Website terms and conditions template: marketplace for events; buyer side

General notes

Thes	e notes	s apply to most terms and conditions documents, but not all notes ■ ■ ■ ■
1.		ut the European Union (Consumer Information, Cancellation and
	For a	marketplace business, the Regulations are as confusing as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	you a	operation of a market place website involves three contracts: between and the buyer; between you and the seller (i.e., event operators, ators); and between the buyer and the seller. To keep it simple, the first are not
	proba for hi	have no formal contract, as in this document, with a buyer. But you ably have a contractual relationship in that you are providing your website s use. If and only if, he uses it, you will be paid by a seller. So your nent depends indirectly
	Howe	ever, you are also the agent of the seller. Your agency may cover several ities, or it may be limited to taking money or customer information. The lations do state clearly
		ONLY provisions which affect your business are, provision of information ng to event's
	Here	e is a short version:
	a.	description of the main characteristics ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
	b.	the total price of the booking and any additional ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	C.	Your operator's identity, land address and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

d.	the arrangements for payment;
e.	the telephone cost of communicating with the operator when it is not ■
Next,	we will tell you about the ■ ■ ■ ■ ■ ■ ■ .
your o	ooking you offer through your website is for a specific date; therefore, customer does not have any right under the Regulations to cancel the ng and claim a refund. Rather cancellation will be dealt on the terms of contract as set
What	you need to do to comply with the
The A	act applies to all personal data you collect, use or store. The scope ■ ■ ■
visitor will pr	ave drawn a comprehensive privacy notice. It reassures your website is that you take their privacy seriously. More importantly, your adopting it compt you to make whatever changes are necessary in your day to day less. You can download it at https://www.netlawman.ie/d/website-privacy-
your o	e note that the Act applies to all personal data which passes through organisation in any way. The law refers to "processing". In plain English neans you do something positive with that data. Because marketplace es the probability that personal data will flow between you and
	is terms and conditions document, you do not have to explain to mers that you comply with law - any more than you would ■ ■ ■ ■ ■ ■ ■
As a v	/astly reduced summary, the important areas of the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
•	you do not have a provision where you are assuming implied consent of customer to use his information
•	if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if

• Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough.

	You need ■	••••••
		nportant elements of data to consider are personal data and iich you want to use - ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	You may find full lis	st at:
	https://www.datapr	otection.ie/docs/GDPR-Overview/k/1623.htm
	you would make pr	s terms and conditions document on the assumption that ractical changes on your website and use an updated as to allow you
Para	agraph spec	ific notes:
Notes	numbering refers to	paragraph numbers.
1.	Definitions	
	terms which precis terms (even if they to read them are like	about your business, so we cannot provide you with defined ely describe what you sell. Most people do not read your have to "tick the box"). The people who do take the trouble kely to be the sort of people who expect the same attention as they themselves give
	wide range of active a wide range or • I	eral word "Event" because this agreement covers a very ities. The Events you are promoting from your site could be
	•••••	
	Du all magne use #	
	By all means use to	he search/replace function in your word
	We use	You decide to change to
	"Event"	"The Rock Climbing Market Place" / " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

"Our Website"

"The • • • • • • • " / " • • • • • • • "

	But if you do change the defined word, make • • • • • • • • • • • • • • • • • • •
	Remember too, that when a word or phrase is defined, the defined
	You should first decide on the contents of the document, then return to check
2.	Interpretation
	Leave these items in place unless there is a good reason to edit or remove. These items are not " ". ". ". ". ". ". ".
3.	Our contract
	The contractual relationship between you and buyers/users of your website is important if you are
	This paragraph is concerned with the basics of what each side is expected to do and not do.
4.	Your account and personal information
	Edit as required.
5.	The Booking procedure
	This is the story of how your system works. It must be set down to match the
6.	Security of your credit card
	This paragraph is more for information than contractual commitment. We have included it here because many users , , , , , , , , , , , , , , , , , ,

	For payment you may have various alternatives like
7.	Change or postponement of an Event
	These points are matters for your choice. You can delete
8.	Bookings: cancellation and refunds
	As we mentioned elsewhere, event bookings
	Edit it as you require.
9.	The promise
	This provision is very much an option. It is a marketing bonus not a legal provision. You can take it on in a
10.	How we handle your Content
	It is a question of balance and maybe how your buyers will
	This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up
11.	Restrictions on what you may Post to Our Website
	This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the
	This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual

obligation by your site users not to do • • • • . • • • • , • • • • • • •

	No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think
	Of course, anyone who wishes to •••••••••••••••••••••••••••••••••••
	We have provided a vast menu of possibilities, suitable for
12.	Your Posting: restricted content
	This paragraph continues in the vein of the previous one. As you
13.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not
14.	Security of Our Website
	There is an intentional overlap here with the paragraph on

15.	interruption to Services
	We have no comment
16.	Disclaimers about the Events
	The main purpose • • • • • • • • • • • • • • • • • • •
17.	Disclaimers and limitation of liability
	The service referred to in this paragraph • • • • • • • • • • • • • • • • • • •
	The law is complicated and much depends
	••.
	You will see that we have also included in the provision for
18.	You indemnify us
	We suggest no edits.
19.	Dispute resolution
	This paragraph sets out standard terms as required \blacksquare
	The new law is directed at those • • • • • • • • • • • • • • • • • • •
	1000
	The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should

Mediation costs money.
There seems to be some confusion in the EU regulations as to
2010 .
As a result of that act, arbitration entails very similar procedures to those in =
The new regulations require that if you know of a mediator, you should •••
From here • • • • • • • • • • • • • • • • • •
The law requires that when your internal complaint handling procedure is exhausted then you
19.4: in the unlikely event that your business • • • • • • • • • • • • • • • • • •

However, as you run an online marketplace business the law requires you to provide a link to online alternative dispute resolution platform which is at http://ec.europa.eu/consumers/odr/

You may find more details at:

	http://www.irishstatutebook.ie/eli/2015/si/500/made/en/print
	https://www.eccireland.ie/
	Do not = = = = = = 19 . = = = = = = = = = = = .
20.	Miscellaneous matters
	A number of special points. We have identified each of these as ■ ■ ■ ■ ■

End of notes