

IN-TCmkt08

Website terms and conditions template: marketplace for property

Terms and Conditions

These terms and conditions are the contract between you and [\[Ourname\]](#) (“us”, “we”, etc). By visiting or using Our Website,

We are [\[business name\]](#), a company registered in [\[country\]](#), number [].

VAT Registration Number:

You are: Anyone who uses Our Website or

Under 18 years (or the age of majority in your country)? Please use the [\[EvenBetterProperties\]](#) website under the

These terms are the contract between us. If you do not agree with any part, you should leave

This is one document, one contract. The mention in headings of applicability to sellers

These are the agreed terms

1. Definitions

“Content” means a Property Posting and all textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes Content Posted by you. It does not include

“Contribution” means Content Posted by you.

"Intellectual Property" means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs,

“Property Posting”	means information about the property you wish to sell, Posted by you in the style regulated by Our Website, to advertise for a prospective buyer.
“Our Data”	means data which is made available to you on Our Website, even if not owned (:).
“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 [name] group of companies.
"Post"	means place on or into Our Website any Content or material
“Services”	means all of the services available from Our Website,

2. Basis of Contract

2.1. Our Website is a market place for property buyers to meet prospective sellers. [In addition we provide certain services as described on Our Website] For the buyer, these are information services. Our

2.2. We are not a party to any transaction

2.3. you acknowledge that you understand exactly what is included in the Services and you are satisfied that

;

2.4. We provide a market place for the supply of Services. We

:

2.4.1 your locating and ordering a Service;

- 2.4.2 your choice of a Service;
 - 2.4.3 any aspect of the provision of the Service;
 - 2.4.4 payment for any Service;
 - 2.4.5 any complaint about any Service.
- 2.5. If you use this website, you do so in accordance with these terms. If you are unable to accept
- 2.6. In any dispute with a Provider, you should deal only with the Provider.
- 2.7. We may change this agreement in any way at any time. The version applicable to your contract is the version which was

3. The price

3.1. The prices payable for Services are clearly set

3.2. [Prices are inclusive of any applicable value added](#)

[OR](#)

3.3. [All money sums mentioned in this agreement are calculated net of value added tax or other sales tax,](#)

3.4. When you subscribe for a subscription Service, that payment may not cover other Services, for which we will ask you to

3.5. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any

4. Renewal payments

- 4.1. At least [\[four\]](#) weeks before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that you licence to use the Services
- 4.2. At any time before expiry of your subscription, you may use the “My Account” tab on Our Website to access your []
- 4.3. At expiry of your [\[Ourname\]](#) subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal []

5. Security of your credit card

- 5.1. We take care to make our Website safe for you to use. Card payments are not processed on a page controlled by us. We use one or more online
- 5.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be

6. How we handle your data

- 6.1. Our privacy policy is strong and precise. It complies
- 6.2. If you Post a Contribution to any public area of Our Website it becomes available to all the World. We have
- 6.3. Property Postings and other restricted information are also available to all the World, [\[subject only to a user subscribing\]](#). It is important that material you

- 6.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant to us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Contribution that you place
- 6.5. We will use that licence only for commercial purposes of the business of Our Website and will stop
- 6.6. Posting a Contribution does not change your ownership of the copyright in it. We have no claim over
- 6.7. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may
- 6.8. You accept all risk and responsibility for determining whether any Contribution is
- 6.9. Please notify us of any security breach or
- 6.10. [\[We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a](#) [/]]

7. Restrictions on what you may Post to Our Website

We invite you to Contribute Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we

You agree that you will not use or allow anyone else to use Our Website to Post a Contribution,

:

- 7.1. be unlawful, or tend to incite another ;
- 7.2. consist in commercial audio, video ;
- 7.3. be obscene, offensive, threatening, violent, ;
- 7.4. be sexually explicit or pornographic;
- 7.5. promote discrimination or animosity to any person on grounds of gender, race, religion, , ;
- 7.6. be likely to harass, intimidate, bully, upset, embarrass, , ;
- 7.7. give the impression that it emanates from ;
- 7.8. post a Property Posting or apply , ;
- 7.9. use a Posting to solicit ;
- 7.10. include anything other than words (. . .);
- 7.11. link to ;
- 7.12. promote or endorse illegal activities, or provide instructions or information about . . . : , ;);
- 7.13. bulk sending of unsolicited messages, ;
- 7.14. use distribution lists that include ;

7.15. make excessive and repeated - ;

7.16. send age-inappropriate [18].

8. Sellers: Property Posting: restricted content

In connection with the restrictions set out below,

In addition to the , :

8.1. hyperlinks, ;

8.2. keywords or words , .

8.3. the name, logo or .

8.4. more than one property;

8.5. inaccurate, false, or misleading information;

8.6. material or links to material that exploits people , , .

18 .

9. Property sellers: terms applicable

Delete this

9.1. You understand and agree that you alone .

9.2. The information you submit for a Property Posting must be accurate and . , .

- 9.3. If you deal with a seller in a way which
- 9.4. By registering with us, you accept that
- 9.5. If or when you cancel your account, we may delete all your personal
- 9.6. We are not obliged to delete your personal

10. Removal of offensive Content

- 10.1. For the avoidance of doubt,
- 10.2. We are under no obligation to monitor or record the activity of any user of Our
- 10.3. If you are
- 10.3.1 your claim or complaint must be submitted to us in the form
- 10.3.2 we shall remove
- 10.3.3 after receiving a notice of

10.3.4 we may re-

10.4. In respect of any complaint made by you or any person on your behalf,

10.5. You now agree that if any complaint is made

11. Security of Our Website

We may, at our discretion or as part of a paid Service, give you permission to access Our Website for

If you violate Our Website or use it unlawfully or immorally, we will take the strongest action against you

, 2000 .

You now agree that

11.1. modify, copy, or cause damage

11.2. link to our site in any way that would cause the appearance

11.3. download any part

11.4. collect or use

- 11.5. collect or use any information obtained
;
- 11.6. aggregate, copy or duplicate in any manner any of the
,
;
- 11.7. for any purpose use our name, any proprietary information (including images, , ,)
;
- 11.8. use Our Website to hack
;
- 11.9. make available or upload files that contain software or other material,
,
;
- 11.10. make available, upload or distribute by any means any material
," " " , , , "
," " " ;
- 11.11. upload or republish any
, .
- 11.12. hide or remove
;
- 11.13. share with a
;
- 11.14. use on Our Website software which assists in:
 - 11.14.1 data mining, extraction or collection;
 - 11.14.2 emulating, phreaking, hacking, ,
- ;
 - 11.14.3 "framing", inserting pop- ,
,
 - 11.14.4 performing any automated operation;
- 11.15. Despite the above ,
:

11.15.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific

11.15.2 copy the text of any page for

12. Storage of data

12.1. We assume no responsibility for

12.2. We may, from time to time, set a limit on the number of messages you

12.3. You accept that we cannot

12.4. We maintain reasonable procedures for general backup of Our Data for our own

13. Termination

13.1. If you or we terminate

13.2. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the

[/].

13.3. We retain the right, at our sole discretion, to terminate any and all parts

OR

13.4. We may terminate this agreement at any time,

13.5. Termination by

:

13.5.1 your right to use the Services immediately ceases;

13.5.2 we are under no obligation

;

13.5.3 in the event of such termination by us, we

13.6. There shall be no re-imburement

14. Interruption to Services

14.1. If it is necessary for us to interrupt the Services,

14.2. You acknowledge that the

14.3. You agree that we are not liable

15. Intellectual Property

You agree that at all times you will:

15.1. not do anything which does or

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15.2.

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15.3.

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15.3.1

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16. Warnings and explanations

16.1. You use Our Website at your own risk.

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16.7.

17. Disclaimers and limitation of liability

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17.2.

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17.3.1 useful to you;

17.3.2 of satisfactory quality;

17.3.3 fit for a particular purpose;

17.3.4

17.4.

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

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17.5.7

17.5.8

17.5.9

17.6.

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17.7.

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17.8.

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17.8.1 indirect or consequential loss; or

17.8.2

17.9.

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17.10.

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17.11.

18. You indemnify us

18.1.

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18.2. your breach of this agreement;

18.3.

18.4.

18.5.

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18.6. any Content you Post to Our Website;

18.7.

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19. Miscellaneous matters

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19.4.3

19.4.4 issue a claim in any court.

19.5.

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19.8.

It shall be deemed to have been delivered:

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Explanatory Notes:

Website terms and conditions template: marketplace for property

General notes

These notes apply to most terms and conditions documents, but not all notes

1. What does a T&C document do?

A terms and conditions document serves two prime purposes: first, it sets out the terms under which you have agreed to accept business. Everyone can see the details of the contract between you and your contract party can decide whether or not to enter into a contract on these terms. Secondly, the document affirms the legal rights of the parties, so that either can sue the other in court for a

2. In my T&C or on ?

A T&C document should provide a legal framework. It should be all-inclusive of the structure of the contract but need not include detail which may change from time to time, such as prices,

3. Can I make my T&C ?

So you have read the T&C of a very large Internet retailer and you want yours to flow gently instead of being “legal”. As proponents of simple English, we have a lot of sympathy with that. However, the sites who use softer language also have very deep pockets. So if you wanted to sue them, it would be harder for you than if one of

Their T&Cs look casual, but believe us, they will have been drawn by London or New York lawyers. Every word will count. Every important legal point is made without the softer tone. There is no reason in law why you should not take your T&Cs and let the words flow a little. But if

: “ ”.

4. Make sure it bites

It is essential that terms and conditions are incorporated into the contract. If they are not drawn to the buyer's attention until after the contract has effectively been made, then they do not form part of the contract and the buyer is not bound by them. There is another issue here. To obtain the best benefit from the terms, you should seek to bind people who are merely site visitors as well as actual buyers. Whether you can do this depends on whether you are able to ask for confirmation of acceptance of the T & C at an early stage of a visit to your site. If you are not able to do so

So far as any visitor, user, or buyer of your services is concerned, it is therefore important that the Website ordering system is such that the buyer has to take some positive step to confirm that he has read the terms and conditions. If the usual device of a check box is used, it is important that it is not "pre-ticked". It is essential that references

"I have read and understood [your name]'s terms and conditions, and I agree that they form part of the contract between us. If I am under the age of 18 years, I confirm that I have brought the terms and conditions to the notice

Better still, the preferred acceptance device is one which compels the buyer to go to a page containing the terms and conditions, and where

Unless your business model requires sales to children, it is best specifically to 18 .

Remember that if a customer comes to you otherwise than via your Website, you must find some other way of obtaining his agreement to this document. By far the best way is by a signature. That means you will need a second version of this document which provides at the top for the buyer to be named and at the end for both parties to sign. If your buyer has not

5. If this is a contract, why are the ?

It is not necessary for your customer to be identified by name. “you” is enough. However, you do have to be accurately identified. A website name is not enough. You must clearly state the real name of you or your company, trading address and names

6. Can I just close the line spacing and put it all 8 ?

Small print - we do not advocate small print or close type. The whole thrust of the Consumer Protection Act 1986, the Information Technology Act, 2000 and the Monopolies and Restrictive Trade Practices Act 1969 is toward transparency. In any dispute,

Paragraph Specific Notes:

Notes following the numbered paragraphs

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms

We use	you decide to change to
Services	SuperHosting / ProAccounting / Our Advisory Service
Our Website	The Jones Site / the Site

But if you do change the defined word, **make**

You should first decide on the contents of the document, then return to check

2. Basis of contract

Technically, you are both selling services and granting a licence for use of your

It is important to make clear when the contract comes into effect. Without specifying, your Website will be

3. The price

We have no comment

4. Renewal payments

This paragraph is relevant only if you have some service for which you expect to

We have provided for auto renewal of the service provision. In law that provision is void. You cannot unilaterally renew a contract.

However, if you continue a course of action and your counter-party accepts or acquiesces, he cannot later complain

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of

5. Security of your credit card

This paragraph is more for information than contractual commitment. We have included it here because many users

6. How we handle your data

This is 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 on

7. Restrictions on what you may Post to Our Website

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,

We have provided a vast menu of possibilities, suitable for

8. Sellers: Property Posting: restricted content

We have no comment. Edit as required.

9. Property sellers: terms applicable

Delete this

10. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not

11. Security of Our Website

There is an intentional overlap here with earlier paragraphs. We have provided

12. Storage of data

This provision absolves you from any obligation to retain

13. Termination

It is after termination that conflicts

14. Interruption to Services

We have no comment

15. Intellectual Property

Few business managers appreciate just how much IP is owned

16. Warnings and explanations

This paragraph is largely an explanation for

17. Disclaimers and limitation of liability

Some of these provisions may be void against

The law is complicated and much depends on the facts of

You will see that we have also included in the provision for

18. You indemnify us

We advise you to leave this provision in place. In fact part may be

1986

1969

19. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes