

IN-TCmkt09

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

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 [merchant name], a company registered in [country], number [].

VAT Registration Number:

You are: Anyone who uses our website or buys any service through our website.
Under 18 years? Sorry, but we deal only with people who are legally able to
18

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

“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,

“Experience” [means an event or arrangement planned by a Provider. Among other things, it may be designed for]

Drafting note: *we have used the rather boring word “experience” because this agreement covers a very wide range of activities. The experiences you are promoting from your site could be a wide range or narrow.*

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

marks, designs, , , , , , , , .

"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

"Provider" means a person, firm or organisation who

"Services" means a service available from Our Website, whether free or charged,

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. This contract is not related or dependent on the contract you might make with any of our Providers. The contract between you and us is limited

2.2. Any agreement by any party not to do or omit to do something includes an obligation not to allow some ;

2.3. The words "without limitation" shall be deemed to follow any use of the words " " " " .

2.4. All money sums mentioned in this agreement are calculated net of VAT, which .

3. Our Contract

- 3.1. We do not offer the Services in all countries. We may refuse membership if you
- 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 Experiences listed. When you buy an Experience through Our Website, you buy from the person who owns and operates that Experience. We act as agents of that person ONLY to
- 3.4. [\[We receive no sales-related payment from a Provider and\]](#) we are not agents for a Provider in any way.
- 3.5. We welcome any comment or complaint about a Provider, which you make through Our Website. We may act upon a complaint in our []
- 3.6. We are not responsible to you further than to take your money
- 3.7. 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
- 3.8. We may change this agreement and / or the way we provide the Services,
 - 3.8.1 The change will take effect when we Post
 - 3.8.2 You agree to be bound by any changes. If you do not agree to be bound by them,

4. Your account and personal information

- 4.1. When you visit Our Website, you accept responsibility for all things done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe
- 4.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible
- 4.3. You agree to notify us of any changes in your information immediately it occurs. If you do

5. The buying procedure

- 5.1. Unless it is clear to the contrary, you may assume that every sale is made
- 5.2. Prices listed on Our Website by Providers are inclusive
- 5.3. Services may be offered for sale subject to any discount or promotion arranged []
- 5.4. Subject to discounts and promotions, Services are offered for sale at a fixed price. VAT may be due
- 5.5. Services will be provided at the times and places specified in the website of each
- 5.6. Once you have bought a Service through Our Website, the price cannot [12]
- 5.7. Neither we nor the Provider can be responsible for action by any governmental authority. We do not know and are not

- 5.8. You are required to pay in the currency in which the item
- 5.9. Every sale will be subject to the laws applicable but there shall not be implied any right which is not a
- 5.10. For security purposes (yours and ours) we will not permit more than a maximum number of

6. The [Ourname] promise

To give you the utmost confidence in using our service,

- 6.1. If the Provider fails within a reasonable time, to supply a Service for which you have paid, or supplies a Service which is substantially

- 6.2. This promise is subject to the following conditions:

- 6.2.1 you must first follow the returns and refunds procedure

- 6.2.2 the maximum payment is Rs. [2500]. We will make the payment to you between [30 and 60 days] from

- 6.2.3 the claim form must be completed

- 6.2.4 you must provide a street address to us in one of: [The European Union, the

- 6.2.5 you are limited to a lifetime maximum of [five] claims and a maximum []

- 6.2.6 you must not have requested a charge back

- 6.3. The promise set out in this paragraph is non contractual. We

7. Renewal payments

- 7.1. 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
- 7.2. At any time before expiry of your subscription, you may use the “My Account” tab on Our Website to access your []
- 7.3. 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 []

8. Security of your credit card

- 8.1. We take care to make Our Website safe for you to use. Card payments
- 8.2. If you have asked us to remember your credit card details in readiness for your next purchase

9. Maintaining your personal information

- 9.1. You understand and agree that you alone
- 9.2. So far as you submit information for publication, must be accurate and

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

10. How we handle your data

- 10.1. Our privacy policy is
- 10.2. If you Post Content to any public area of Our
- 10.3. Even if access to your text is behind a user registration it
- 10.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant
- 10.5. We will use that licence only for commercial
- 10.6. You agree to waive your right to be identified as

1957

57 .

10.7. [You now irrevocably authorise us to publish
].

10.8. Posting Content of any sort does not change your

10.9. You understand that you are personally responsible for your breach of

10.10. You accept all risk and

10.11. Please notify us

10.12. [We do not solicit ideas or text for improvement of our Service, but if
you

[/]]

11. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We

We do not undertake to moderate or check every item Posted, but we

You 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. promote discrimination or animosity to any person ;
- 11.6. be likely to harass, ;
- 11.7. be likely to deceive any person or be ;
- 11.8. give the impression that it emanates from ;
- 11.9. be made on ;
- 11.10. use a Posting to solicit responses ;
- 11.11. request or collect passwords or other personal ;
- 11.12. be used to sell any goods or services or for any other commercial use not intended by ;
- 11.13. include anything other than words (i.e.) ;
- 11.14. facilitate the provision ;
- 11.15. link to ;

11.16. promote or endorse illegal activities, or provide instructions or information about

);

11.17. use distribution lists that include

;

11.18. consist in posting excessive

;

11.19. send age-inappropriate

[18].

12. Your Posting: restricted Content

In connection with the restrictions set out

In addition to the

12.1. hyperlinks,

12.2. keywords or words

12.3. the name,

12.4. inaccurate, false, or misleading information;

12.5. material or links to material that exploits people

18

13. Removal of offensive Content

13.1. For the avoidance of doubt,

13.2. We are under no obligation to monitor or record the activity of any user of Our

13.3. If you are

13.3.1 your claim or complaint must be submitted to us in the form

13.3.2 we shall remove

13.3.3 after receiving a 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

14. Security of Our Website

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

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

, 2000

You now agree that

:

14.1. modify, copy, or cause damage

14.2. link to our site 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. aggregate, copy or duplicate in any manner any of the

14.7. for any purpose use our name, any proprietary information (including images,

14.8. use Our Website to hack

14.9. make available or upload files that contain software or other material,

14.10. make available, upload or distribute by any means any material

” “

”

14.11. upload or republish any

14.12. hide or remove

14.13. share with a

14.14. use on Our Website software which assists in:

14.14.1 data mining, extraction or collection;

14.14.2 emulating, hacking,

14.14.3 “ ”, - ,

14.14.4 performing any automated operation;

14.15. ,

14.15.1

14.15.2

15. Interruption to Services

15.1.

15.2.

15.3.

16. Disclaimers about the Experiences

16.1.

16.2.

16.3.

16.4.

16.5.

16.5.1 the Provider performing his contract;

16.6.

16.7.

17. Disclaimers and limitation of liability

17.1.

17.2.

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.

17.6.

17.6.1

17.6.2 delivery of Content, material or any message;

17.6.3 privacy of any transmission;

17.6.4

;

17.6.5

,

,

;

17.6.6

;

17.6.7

;

17.6.8

;

17.6.9

;

17.7.

,

,

. [1 ,

,

0000].

,

.

17.8.

:

17.8.1 indirect or consequential loss; or

17.8.2

,

,

.

17.9.

(

)

,

,

,

,

,

.

17.10.

[

].

,

.

17.11.

18. You indemnify us

18.1.

;

18.2. your breach of this agreement;

18.3.

,

;

18.4.

18.5. any Content you place on your website;

18.6. any Content you Post to Our Website;

18.7.

;

18.8.

;

19. Miscellaneous matters

19.1.

,

-

,

19.2.

,

,

,

19.3.

19.4.

19.4.1

19.4.2

19.4.3

19.4.4 issue a claim in any court.

19.5.

19.6.

19.7.

19.8.

It shall be deemed to have been delivered:

;
72 ;
24 ;
-
- : 24
-[
- .
]

19.9.

,

.

19.10.

,

, , , ,

19.11.

,

.

Explanatory Notes:

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

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 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 the confirmation of acceptance is on

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

Services

The Rock Climbing Market Place /

Our Website

But if you do change the defined word, make

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

We have made clear in more than one place, that you are not

If you do sell some peripheral service on ,

4. Your account and personal information

Edit as required.

5. The buying procedure

This is the story of how your system works. It must be set down to match the

Paragraph 5.1 means they

6. 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

7. Renewal payments

We have provided for auto renewal of the service provision. This paragraph applies only if the Experience you are

You should know however, that in law this provision is void. You cannot unilaterally renew a contract. However, if you continue a course of action and your

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

8. Security of your credit card

Provision of this info is evidence of permission to debit your card but does not alone permit

9. Maintaining your personal information

This paragraph is entirely an option. It is for

10. How we handle your data

This and the following five paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, and leave messages, and so on, the

If you have no interface with buyers, most of this section can be deleted. It is a question

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate

11. Restrictions on what you may Post to Our Website

This paragraph has two purposes: the first is the obvious and named purpose of

No matter what you put in this paragraph, there is no certainty that you may

Of course,

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 Experiences

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 advise you to leave this provision in place.

1969 .. 1986and

19. Miscellaneous matters

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

End of notes