

NZ-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 [ ], [ ].

Our address is [address]

GST Registration Number: [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. 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

“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
"Services"	means a service available from Our Website, whether free or charged, It does not include the services (if )

## 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 Operator. The contract between you and us is limited
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some
- 2.6. these terms and conditions apply to all Bookings through Our Website. They
- 2.7. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

### 3. 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
- 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.

## **4. Your account and personal information**

4.1. When you visit Our Website, you accept responsibility for any action 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 you. 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 Booking procedure**

5.1. Unless it is clear to the contrary, you may assume that every Booking is made .

5.2. Prices listed on Our Website by Operators are inclusive .

5.3. You may place a Booking either by:

5.3.1 giving your credit or debit card details at the time of ;

5.3.2 paying for your Booking in full in advance of your arrival, .

- 5.4. If you give us your credit or debit card details we do not process your payment until your arrival. The card you use must have an
- 5.5. You cannot transfer or resell your Booking (in whole or in part). If you transfer or resell (or attempt to transfer or resell) then [\[Our name\]](#)
- 5.6. Events may be offered for Booking subject to any discount [\[or promotion / gift vouchers / additional activities\]](#) [ ]
- 5.7. Subject to discounts and promotions, Bookings are made at a fixed price [\[applicable to that Event\]](#). GST may be
- 5.8. Confirmation of Bookings may be by email [\[to your last known email address\]](#) or by post (including secure, registered, recorded and ) [ ]
- 5.9. Once you have made a Booking t through Our Website, the price cannot [ 04 ]
- 5.10. Neither we nor the Operator can be responsible for action by any governmental authority. We do not know and are not , ,
- 5.11. You are required to pay in the currency in which the Event
- 5.12. Every Booking will be subject to the laws applicable but there shall not be implied any right which is neither
- 5.13. For security purposes (yours and ours) we will not permit more than a maximum number of

## 6. Security of your [\[credit card\]](#)

We take 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, , .
- 7.6. If any significant change is made to any , , .
- 7.7. In any case, [Our name] cannot be , , .

## 8. Bookings: cancellation and refunds

- 8.1. You may cancel a Booking [ 15 ]
- 8.2. If you cancel within the period specified above, Operators shall refund any payment you may have made .
- 8.3. The confirmation of cancellation that we
- 8.4. No duplicate Booking vouchers will be issued to replace the

## 9. The [Our name] promise

To give you the ,

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

- 9.1.1 you must first follow ;
- 9.1.2 the maximum payment is \$ [250]. We will make [ 30 60 ] ,
- 9.1.3 the claim ;
- 9.1.4 you must provide a : [ ] ;
- 9.1.5 you are limited to a lifetime maximum [ ] [ ] ;



9.1.6 you must not

9.2. The promise set out in

## 10. How we handle your Content

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 of your right to be identified

1994

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. be likely to deceive any person or be

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  
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.

## 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 ,

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.

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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 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  
,

## 14. Security of Our Website

If you violate

You now 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. ;
- 14.4. ;
- 14.5. ;
- 14.6. , ;
- 14.7. .

## **15. Interruption to Services**

- 15.1. , .
- 15.2. .
- 15.3. , .

## **16. Disclaimers about the Events**

- 16.1. ! .
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- .
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- .
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- .

16.2. [ ]

( , ).

16.3.

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16.4.

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16.5.

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16.6.

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16.6.1

;

16.6.2 the Operator performing his contract.

16.7.

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16.8.

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## 17. Disclaimers and limitation of liability

17.1.

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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.

17.5.1

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

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17.5.9

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17.6.

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17.7.

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17.7.1 indirect or consequential loss; or

17.7.2

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17.8.

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17.9.

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## 18. You indemnify us

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:

18.1.

;

18.2. your breach of this agreement;

18.3.

18.4. any Content you place on your website;



18.5. any Content you Post to Our Website;

18.6.

## 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.

It shall be deemed to have been delivered:

19.8.

19.9.

19.10.

## Explanatory Notes:

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

## Paragraph Specific Notes:

Drafting 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

We have used general word “**Event**” because this agreement covers a very wide range of activities. The Events you are promoting from your site could be a wide range or narrow (it can be bungee jumping or a training course). You should edit this definition

By all means use the search/replace function in your word processor to change them. Here are :

<b>We use</b>	<b>You decide to change to</b>
“Event”	“The Rock Climbing Market Place” / “The Best ”
“Our Website”	“The Jones Site” / “ ”

But if you do change the defined word, **make sure it applies to every use**

Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not “lawyer’s blurb”. Every item has been carefully considered in the

### **3. Our contract**

The contractual relationship between you and buyers/users of your website is important if you are

### **4. Your account and personal information**

This paragraph is concerned with the basics of what each side is expected to do and not do.

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**

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

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 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. Miscellaneous matters**

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

**End of notes**