

NZ-TCmmb03

**Website T&C template: sports club or other organisation;
membership managed online**

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Terms and Conditions

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

We are [club / association / other] [name], [a company limited by guarantee / members] [], [].

Our address is [address]

GST Registration Number: [number]

You are: Anyone who uses Our Website or “[] .

Under 18 years? Sorry, but we deal only with people who are .

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, : , , , .
“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 name] Membership”	means membership service we provide as set out on Our .
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by .

“Post” means place on or into Our
“Services” means all of the services available from Our Website,

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1 a reference to a person includes a human individual, a corporate entity and any organisation
- 2.2 in the context of permission, “may not” in connection with an
- 2.3 the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.4 any agreement by either party not to do or omit to do something includes an obligation not to allow some
- 2.5 a reference to an act or regulation includes new law of substantially the same
- 2.6 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. Basis of Contract

- 3.1 We do not offer [\[Our name\]](#) Membership in all countries. We may refuse membership if
- 3.2 In entering into this contract you have not relied on any representation or information from any source except

- 3.3 Subject to these terms and conditions, we agree to provide to you some or all of the membership services described on .
- 3.4 Some of our services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that , .
- 3.5 So far as we allow use of our Intellectual Property, we grant a licence to you, .
- 3.6 Our contract with you and licence to you last for [one year from the date of start / payment]. Any continuation by us or by you after the expiry of one year is a new contract in the terms then shown on Our Website. , / .
- 3.7 The contract between us comes into existence only when we write to you to confirm that we agree to allow you to join [our name] as a member. Your payment does not create a contract. If we [] , .
- 3.8 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 , .
- 3.9 We may change this agreement and / or the way we provide memberships, . :
- 3.9.1 the change will take effect when we Post .
- 3.9.2 you agree to be bound by any changes. If you do not agree to be bound by them, you [] .

4. [Our name] Membership

- 4.1 Purchase of [Our Name] Membership entitles you to [details of], .

- 4.2 Details of the cost and benefits of [Our Name] Membership are as set
- 4.3 Payment for a [Our Name] Membership is for [one year / a fixed period of time]. You may cancel your [Our name] Membership at any time within [28] days of
- 4.4 You may not transfer your [Our name]
- 4.5 We reserve the right to modify the [Our Name] Membership rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the [Our Name] Membership after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement.

5. Your account and personal information

- 5.1 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
- 5.2 You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible
- 5.3 You agree to notify us of any changes

6. Prices

6.1 The price payable for [Our Name] Membership [/
][/]

6.2 The price charged for any Service may differ from

6.3 Prices are inclusive of

6.4 When you subscribe for [Our Name] Membership, that payment

6.5 Banking charges by the receiving bank on payments to us will

6.6 You will pay all sums due to

6.7 All money paid by you to us is non-refundable and cancellation
/

7. Renewal payments

7.1 At least [four] weeks before expiry of the period for which you have
paid, we shall send you

[

[]

7.2 At any time before expiry of your membership, you may

“ ”

[

7.3 At expiry of your [\[Our Name\]](#) Membership we shall automatically take payment from

[]

7.4 [Termination of this agreement by you or](#)

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

We take care

8.1 [Card payments are not processed on a page controlled by](#)

8.2 [If you have asked us to remember your credit card details in readiness for your next purchase](#)

9. **How we handle your data**

9.1 Our privacy policy is

9.2 If you Post Content to any public area of Our

9.3 Even if access to your text is behind a user registration, it

9.4 We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant

9.5 We will use that licence only for commercial purposes [/ ,]

9.6 You agree to waive your right to be identified as 1994

9.7 Posting any Content does not change your ownership of

9.8 You understand that you are personally responsible for your breach of ;

9.9 You accept all risk and

9.10 Please notify us

9.11 [We do not solicit ideas or text for improvement of our service, but if

[] .]]

10. Restrictions on what you may Post to Our Website

You agree that you will not use or

10.1 be unlawful,

10.2 consist in commercial ;

- 10.3 be obscene, , , , ;
- 10.4 be sexually explicit or pornographic;
- 10.5 be likely to deceive any person or be , , ;
- 10.6 give the impression that it emanates from ;
- 10.7 request or collect passwords or other personal , ;
- 10.8 be used to sell any goods or services or for any other commercial use not intended by , : , ;
- 10.9 include anything other than words (i.e. you) ;
- 10.10 facilitate the provision ;
- 10.11 link to any ;
- 10.12 use distribution lists that include ;
- 10.13 make excessive and repeated - ;
- 10.14 send age-inappropriate 18 .

11. Your Posting: restricted Content

In connection with the restrictions set out ,

.

In addition to the ,

:

11.1 hyperlinks, ;

11.2 keywords or words ,

.

11.3 the name, logo or .

11.4 inaccurate, false, or misleading information.

12. Removal of offensive Content

12.1 For the avoidance of doubt,

.

12.2 We are under no obligation to monitor or record the activity of any customer for ,

-

.

,

.

12.3 If you are ,

:

12.3.1 Your claim or complaint must be submitted to us in the form

,

.

.

12.3.2 We shall remove

.

12.3.3 After we receive notice of ,

.

12.3.4 We may re-

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

12.5 You now agree that if any complaint is made

13. Security of Our Website

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

13.2 You agree that you

13.2.1 violate or attempt

13.2.2 modify, copy, or cause damage or unintended effect to any portion of

13.2.3 link to Our Website in any way that would cause the appearance

13.2.4 download any part

13.2.5 collect or use , ,
;

13.2.6 collect or use any information obtained

;

13.2.7 share with a
;

13.3 Despite the above ,
:

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

, , ,

.

.

13.3.2 you may copy the text

.

14. Storage of data

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

, .

14.2 We assume no responsibility for

.

14.3 You accept that we cannot

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14.4 We maintain reasonable procedures for general backup of data for our
own purposes

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15. Duration and termination

15.1

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OR

15.2

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OR

15.3

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15.4

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15.4.1

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15.4.2

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15.5

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15.6

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15.7

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16. Interruption to Services

16.1

16.2

16.3

17. Intellectual Property

You agree that at all times you will:

17.1

17.2

17.3

17.3.1

17.3.2

17.3.3

17.3.4

18. Disclaimers and limitation of liability

18.1

18.2

18.3

18.3.1 useful to you;

18.3.2 of satisfactory quality;

18.3.3 fit for a particular purpose;

18.3.4

18.4

18.5

18.5.1

18.5.2 delivery of Content, material or any message;

18.5.3 privacy of any transmission;

18.5.4

18.5.5

18.5.6

18.5.7

18.5.8

18.6

12

18.7

\$[1 , 000].

18.8

18.8.1 indirect or consequential loss; or

18.8.2

18.9

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18.10

[].

18.11

19. You indemnify us

19.1

19.2 your breach of this agreement;

19.3 , , ; , , ;

19.4 .

19.5 .

19.6

.00] \$ [100 .

20. Miscellaneous matters

20.1 , - ,

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20.2 , , ,

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20.3 , :

20.3.1 ,

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20.3.2 ;

20.3.3 issue a claim in any court.

20.4

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20.5

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20.6

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20.7

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It shall be deemed to have been delivered:

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24

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20.8

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20.9

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20.10

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Explanatory Notes:

Website T&C template: sports club or other organisation; membership managed online

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 to their purchase of your goods or services. It therefore helps you to obtain their business if your terms

We use

“Services”

“Our Website”

You might decide to change to

“Membership Services”

“The Business Research Website”/ “

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, 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 context of this agreement and has been included for a purpose. Many of them strengthen the framework within which the

3. Basis of contract

Membership is likely to be a service. Any other thing you do for a member will certainly be a service. So, technically, you are both selling services

It is important to make clear when the contract comes into effect. Without specifying, your Website will be regarded as an offer and payment by your client as

If you change membership provision you are technically in breach of the agreement. If that could cause substantial damage to your client,

4. Membership

This paragraph provides you opportunity to set down the basic membership structure, different levels

5. Your account and personal information

We have no comment.

6. Prices

Edit as you require.

7. Renewal payments

We have provided for auto renewal of membership provision. In law that provision is void. You cannot unilaterally renew a contract. However, if you continue a course of

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

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

9. How we handle your data

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

10. 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 an international client base. We suggest that you edit this paragraph in

11. Your Posting: restricted Content

This paragraph continues in the vein of the previous one. As you ,

12. Removal of offensive Content

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

13. Security of Our Website

There is an intentional overlap here with the paragraph on restrictions

14. Storage of data

This provision absolves you from any obligation to retain

15. Duration and termination

It is after termination that conflicts

16. Interruption to services

We have no comment.

17. Intellectual Property

Few business managers appreciate just how much IP is owned

18. Disclaimers and limitation of liability

We have given you very strong

The law is complicated and much depends

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

19. You indemnify us

We suggest no edits.

20. Miscellaneous matters

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

End of notes