

UK-TCmkt05

Website terms and conditions template: marketplace for goods; buyer subscribes for access

Terms and Conditions applicable to a buyer of Products using [Our name]

[illegible]

[Our name] is a trade name of [company name], [company number incorporated in England], ■■■■ [■■■■■■■■■■ / ■■■■] ■■■■ ■■■■ [■■■■]

Under 18 years? Sorry, but we deal only with people who are legally able to enter
into a binding contract. ■■■■■■■■■■■■■■■■■■■■■■ 18 ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■ .

[illegible]

1. Definitions

[illegible]

"Content"

means the textual, visual or audio content that is encountered as part of your experience using [the App or] Our Website. It may include, among other things:

- ■ ■ ■ , ■ ■ ■ ■ , ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■
- ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
- ■ ■ ■ ■ .

"[Our name]" means us. It also means the membership marketplace we operate ■■■■■■■■■■
■■■■■■■■■■.

[illegible][illegible]

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Our Website, ■■■■■■
■■■■■■■ "■■■■■■■" ■■■■■■ "■■■■■■■" ■■■■■■

"Product"	means any item offered for sale through Our Website by a Seller. It includes both physical products [REDACTED] .
"Regulations"	means The Consumer Contract (Information, Cancellation and [REDACTED]) [REDACTED] 2013 .
"Seller"	means a person who offers Products for sale on Our Website under the terms [REDACTED] [REDACTED]
"User"	means any person other than you who uses the [Our name] Membership [REDACTED] .
"you" "yours" etc,	means you, the party to this agreement.

2. Our contract

- 2.1. [Our name] is a marketplace. We are agents of a Seller only to the extent of his use of Our Website as a [REDACTED]
[REDACTED]
[REDACTED].
- 2.2. We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint in our discretion, [REDACTED] [REDACTED]
[REDACTED].
- 2.3. We are not responsible to you further than to take your money [REDACTED]
[REDACTED].
- 2.4. We are not responsible for delivery of any Product you order or for the returns and repayment procedure [REDACTED]
[REDACTED].
- 2.5. These terms and conditions regulate the business relationship between you and us. By buying [Our name] Membership Service or using Our [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 2.6. Purchase of [Our name] Membership Service entitles you to receive from us a code which will entitle you to a discount of [15%] for Products

4. Membership

- 4.1. Details of the cost and benefits of [Our name] Membership Service are as set out on [REDACTED].
- 4.2. Payment for a [Our name] Membership Service is for [one year / a fixed period of time]. At least two weeks before expiry of that period we shall send you a message to your last known email address to tell you that your membership is [REDACTED]. [REDACTED].
- 4.3. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 give you 14 days within which you may cancel your [Our name] Membership and ask for a full refund of your money. However, our [members / customers / subscribers] want to use our [Our name] Membership Service immediately. [REDACTED] [REDACTED] [REDACTED] - [REDACTED].
- 4.4. So if you wish to subscribe, you must first instruct us to allow you to use [Our name] Membership Service immediately, knowing that [REDACTED] 14 [REDACTED] “ [REDACTED] ” [REDACTED].
- 4.5. You do not have to take any action for this to apply. By accepting these terms and conditions, you do instruct us to [start immediately / give you immediate access / provide the [Our [REDACTED]] [REDACTED]]. [REDACTED], [REDACTED].
- 4.6. Free Services (if any) are not [REDACTED].
- 4.7. At any time before expiry of your membership, you may use the “My Account” tab on Our Website to access [REDACTED].
- 4.8. At expiry of your [Our name] membership we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and [REDACTED] [REDACTED].
- 4.9. Subject to last previous sub-paragraph, you may cancel membership within 14 days after the day we confirm the renewal of your [Our name] membership. If you do [REDACTED] [REDACTED] [14 [REDACTED]] [REDACTED].

- [illegible]

5. The buying procedure

- [illegible]

8.2.2 If you have ordered a Product, and received it, you may cancel your order at ■■■■■■■■■■ 14 ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■ . ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■ . ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■ . ■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■ 14 ■■■■■■■■■■ .

[illegible]

8.4. The option:

[illegible][illegible]

8.6. In any of the above circumstances, _____
 _____ 14 _____.
 _____.

9. Liability for subsequent defects

[illegible]

9.1.1 the Product must be returned to the .

[illegible][illegible][illegible][illegible][illegible]

9.3. If the Seller ,
 :

9.3.1 repair or replace the Product, or

[illegible]

10. Products returned

These provisions apply if you buy from . :

[illegible]

- 11.3. Even if access to your text is behind a user registration it
 ,
 .
- 11.4. [You now irrevocably authorise us to publish
 ,
].
- 11.5. Posting content of any sort does not change your
 .
 .
- 11.6. You understand that you are personally responsible for your breach of
 ,
 ;
- 11.7. You accept all risk and
 .
- 11.8. Please notify us
 .

12. 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

 :

- [illegible]

- ### 13. Your Posting: restricted content

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[illegible]

[illegible][illegible][illegible][illegible][illegible][illegible]

19. Copyright and other intellectual property rights

[illegible]

19.2. ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■
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 ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■.

20. Interruption to the [Our name] Membership Service

[illegible][illegible][illegible][illegible]

21. Indemnity

.....
, , :

21.1. ■■■■■■■■■■ [■■■■■■■■■■] ■■■■■■■■■■ ;

[illegible][illegible]

21.4. your failure to comply with any law;

[illegible]

22. Disclaimers about the [Our name] Membership Service

[illegible][illegible][illegible]

22.4.

22.5.

[illegible]

22.7. ■■■■ [■■■■■■■■■■] ■■■■ ■■■■ [■■■■■■■■■■] ■■■■
 ■■■■ “■■■■■■■■■■”. ■■■■
 ■■■■ , ■■■■ ,
 ■■■■ , ■■■■ , ■■■■
 ■■■■ :

22.7.3 ■■■■■■■■■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■
 ■■ ;

[illegible][illegible]

23.4. ■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■
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 ■■■■■■■■■■■■■■■■■■■■■■ : ;

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[illegible][illegible][illegible]

Explanatory notes:

Website terms and conditions template: marketplace for goods; buyer subscribes for access

General notes

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

1. About the CC(ICAC) Regulations 2013

For a marketplace business, the Regulations are as confusing as they are complicated. We have written a number of [articles explaining each point](#).

The operation of a market place website involves three contracts: between you and the buyer; between you and the seller; and between the buyer and the seller. To keep it simple, the first two are not subject to the

[illegible][illegible]

The main provisions which affect your business are first, provision of information relating to products and sellers; ■■■■■■■■■■ , ■■■■■■■■■■ ■■■■.

The required information is explained fully in our article “[Information requirements for Distance Contract](#)”. Here is a short version:

- description of the main characteristics of the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
- the total price of the goods or services ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
- Your seller's identity, land address and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

- d. the arrangements for payment and ■■■■■■■■■■■■;
- e. the telephone cost of communicating with the seller when it is not ■■■■■■■■■■■■;
- f. the existence of your customer's right to cancel the contract; and the conditions, time limit ■■■■■■■■■■■■;
- g. the cost of returning the goods if customer ■■■■■■■■■■■■;

Next, we will tell you about the ■■■■■■■■■■.

If the buyer at any time chooses to purchase a product from your website, he may cancel his order within 14 days without giving any reason. When he cancels the order, your seller must give ■■■■■■■■■■■■
 ■ 14 ■■■■■■■■■■■■.

Please note: This document has been drawn on the assumption that you will set up your website in such a way that the seller will complete a web form or download a page of his information. This should not be edited by you. If you do not like it, tell him to change it. You should always make sure that it is ■■■■■■■■■■■■
 ■■■■■■■■■■■■ "■■■■■■■".

2. What you need to do to comply with the ■■■■■■■■■■ 2018

The Act applies to all personal data you collect, use or store. The scope ■■■■■■■■■■.

We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at <https://www.netlawman.co.uk/d/website-privacy-policy>

Please note that the Act applies to all personal data which passes through your organisation in any way. The law refers to "processing". In plain English that means you do something positive with that data. Because marketplace involves the probability that personal data will flow between you and ■■■■■■■■■■
 ■■■■■■■■■■. ■■■■■■■■■■.

For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would ■■■■■■■■■■
 ■■■■■■■■■■.

As a vastly reduced summary, the important areas of the ■■■■■■■■■■
 ■■■■■■■■■■:

“Our Website” “The [redacted]” / “[redacted]”

For payment you may have various alternatives like the ■■■■, ■■■■■■
■■■■■■■. ■■■■■■■■■■■■■■■■■■■■.

This and the following two paragraphs provide information to the buyer on your site. This information does not affect the contract between you and a buyer. Insofar as you are the sales agent of your sellers it is important

[illegible]

See last note. The same proposition applies.

This paragraph continues in the vein of the previous one. The only difference is that

12. 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

[illegible]

13. Your Posting: restricted content

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited.

.

,

.

14. Removal of offensive Content

22. Disclaimers about our Service

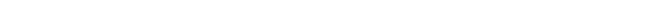
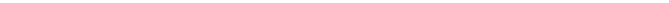
[illegible]

23. Disclaimers about the Products

[illegible]

24. Dispute resolution

This paragraph sets out standard terms ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■ 2015 . ■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■ :

The new law is directed at those  1000 .

[illegible]

The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should

Mediation costs money. £1000 to £3000 would be

There seems to be some confusion in the EU regulations as to how

[illegible]

From here
.

In the unlikely event that your business is a large
 (?)
 . ,
.

You may find more details at:

http://www.legislation.gov.uk/ukxi/2015/1392/pdfs/ukxi_20151392_en.pdf

25. Miscellaneous matters

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Rights of Third Parties Act -

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