UK-TCmkt06

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

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

These terms and conditions are the contract between you and [Our name] (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them. ■ ■ ■

	■ ■ ■ ■ ■ ■ ■ ■ ■ .
“Our Website”	means any website of ours, and includes all ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
“Regulations”	means the Consumer Contract (Information, Cancellation and ■ ■ ■ ■ ■ ■ ■ ■) ■ ■ ■ ■ 2013 .
“User”	means any person other than you who uses the [Our name] Club ■ .
"you” “yours” etc,	means you, the party to this agreement.

2. Our contract

2.1. [Our name] is neither a buyer nor provider of Services offered for sale. We are ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

2.8. We provide a market place for the supply of Services. We [redacted]:

2.8.1 your locating and ordering a Service;

2.8.2 your choice of a Service;

2.8.3 any aspect of the provision of the Service;

2.8.4 refund payment for any Service;

2.8.5 any complaint about any Service.

2.9. In any dispute with a Provider, you should deal only with the Provider. We have [redacted].

2.10. We may change this agreement in any way at any time. The version applicable to your contract is the version which was [redacted].

3. [Our name] Membership

3.1. Details of the cost and benefits of [Our name] Membership are as set out on [redacted].

3.2. Payment for a [Our name] Membership is for [one year / a fixed period of time]. At least [four] weeks before expiry of that period we shall send you a message to your last known email address to tell you that your Membership [redacted]. [redacted] [[redacted]] [redacted].

3.3. 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 name] [redacted]. [redacted] - [redacted].

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3.4. So if you wish to subscribe, you must first instruct us to allow you to use [Our name] Membership immediately, knowing that ■ 14 ■ ■ ■ ■ “ ■ ■ ■ ■ ■ ■ ■ ■ ” ■ ■ ■ ■ .

3.5. 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 [■ ■ ■ ■ ■ ■ ■ ■] ■ ■ ■ ■]. ■ , ■ .

3.6. At any time before expiry of your [Our name] Membership, you may use the “My Account” tab on Our Website to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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 that ■ , ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

5.9. Every sale will be subject to the laws applicable [redacted].

5.10. For security purposes (yours and ours) [redacted].

5.11. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. [redacted].

6. Security of your [credit card]

We take care [redacted].

6.1. Card payments are not processed through pages controlled by us. [redacted].

6.2. If you have asked us to remember your credit card details in readiness for your next purchase [redacted], [redacted]. [redacted].

7. The [Our name] guarantee

7.1. To give you the utmost confidence [redacted] [[redacted]] [redacted], [redacted]:

7.2. If the Provider fails within a reasonable time, to supply a [redacted], [redacted]

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[redacted], [redacted].

7.3. This guarantee is subject to the following conditions:

7.3.1 you must first follow [redacted];

7.3.2 the maximum payment is £ [250]. We will [redacted] 30 [redacted] 60 [redacted], [redacted];

7.3.3 the claim [redacted];

7.3.4 you must provide a street address to us in [redacted]: [[redacted], [redacted], [redacted], [redacted]];

7.3.5 you are limited to a lifetime maximum [redacted] [[redacted]] [redacted] [redacted] [[redacted]] [redacted];

7.3.6 you must not [redacted].

7.4. The guarantee set out in [redacted]. [redacted].

8. Cancellation and refunds: Service terms

This paragraph is not contractually part of this agreement. These are statement of your rights as a consumer as defined under the Regulations and of the procedures with [redacted]. [redacted]. [redacted]. [redacted]. [redacted]. [redacted].

8.1. You may cancel this contract within 14 days [redacted]. [redacted] 14 [redacted].

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8.2. If you want the Provider to start work before 14 days has passed, [redacted].

8.3. If you did instruct the Provider to start work immediately, you may still cancel [redacted].

8.4. In any of the [redacted], [redacted] 14 [redacted].

9. How we handle your Content

9.1. Our privacy policy is strong and precise. [redacted] 2018 [redacted] [[redacted]].

9.2. If you Post Content to any public area of Our [redacted].

9.3. Even if access to your text is behind a user registration it [redacted].

9.4. [You now irrevocably authorise us to publish [redacted], [redacted], [redacted]].

9.5. Posting content of any sort does not change your [redacted].

9.6. You understand that you are personally responsible for your breach of [redacted], [redacted], [redacted], [redacted];

9.7. You accept all risk and [redacted].

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9.8. Please notify us [redacted].

10. 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 [redacted], [redacted]. [redacted].

We do not undertake to moderate or check every item Posted, but we [redacted]. [redacted], [redacted] - [redacted].

You agree that you will not use or [redacted]:

10.1. be unlawful, [redacted];

10.2. consist in [redacted], [redacted];

10.3. be obscene, [redacted], [redacted], [redacted], [redacted];

10.4. be sexually explicit or pornographic;

10.5. be likely to deceive any person or be [redacted], [redacted], [redacted];

10.6. use a Posting to solicit responses [redacted];

10.7. request or collect passwords or other personal [redacted], [redacted];

10.8. be used to sell any goods or services or for any other commercial use not intended by [redacted], [redacted]. [redacted]: [redacted], [redacted]

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[redacted] ;

10.9. include anything other than words (i.e. [redacted]) [redacted] ;

10.10. facilitate the provision [redacted] ;

10.11. link to [redacted] ;

10.12. use distribution lists that include [redacted] ;

10.13. send age-inappropriate [redacted] 18 .

11. Your posting: restricted content

In connection with the restrictions set out [redacted] , [redacted] .

11.1. In addition to the [redacted] , [redacted] :

11.2. hyperlinks, [redacted] ;

11.3. keywords or words [redacted] , [redacted] ;

11.4. the name, [redacted] ;

11.5. inaccurate, false, or misleading information.

12. Removal of offensive Content

12.1. For the avoidance of doubt, [redacted] .

12.2. We are under no obligation to monitor or record the activity of any User of Our [redacted] , [redacted]

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[redacted] - [redacted] . [redacted] , [redacted] .

12.3. If you are [redacted] , [redacted] :

12.3.1 your claim or complaint must be submitted to us in the form [redacted] , [redacted] . [redacted] .

12.3.2 we shall remove [redacted] ;

12.3.3 after we receive notice of [redacted] , [redacted] ;

12.3.4 we may re-[redacted] .

12.4. In respect of any complaint made by you or any person on your behalf, [redacted] , [redacted] , [redacted] .

12.5. You now agree that if any complaint is made [redacted] , [redacted] .

13. Security of Our Website

13.1. If you violate [redacted] .

13.2. You now agree that [redacted] , [redacted] :

13.2.1 modify, copy, or cause damage [redacted] , [redacted] .

13.2.2 link to our site in any way that would cause the appearance [redacted]

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[redacted];

13.2.3 download any part [redacted], [redacted];

13.2.4 collect or use [redacted], [redacted], [redacted];

13.2.5 collect or use any information obtained [redacted];

13.2.6 aggregate, copy or duplicate in any manner any of the [redacted], [redacted];

13.2.7 share with a [redacted];

13.3. Despite the above [redacted], [redacted]:

13.3.1 [redacted]. [redacted]. [redacted], [redacted], [redacted], [redacted]. [redacted].

13.3.2 [redacted].

14. Storage of Data

14.1. [redacted], [redacted].

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14.2. [redacted], [redacted], [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted] ([redacted]) [redacted], [redacted]. [redacted] ([redacted]) [redacted] ([redacted]) [redacted] ([redacted]).

15. Termination

15.1. [redacted] [[redacted]] [redacted].

15.2. [redacted], [redacted], [redacted]. [redacted], [redacted]. [redacted] [[redacted]] [redacted].

15.3. [redacted], [redacted], [redacted].

15.4. [redacted], [redacted], [redacted].

15.5. [redacted]:

15.5.1 [redacted] [[redacted]] [redacted];

15.5.2 [redacted];

15.6. [redacted], [redacted]. [redacted], [redacted] [[redacted]

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[redacted]

15.7. [redacted]

16. Copyright and other intellectual property rights

16.1. [redacted]

16.2. [redacted]

17. Interruption to the [Our name] service

17.1. [redacted]

17.2. [redacted]

17.3. [redacted]

17.4. [redacted]

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18. Indemnity

[redacted]:

18.1. [redacted];

18.2. [redacted];

18.3. [redacted];

18.4. your failure to comply with any law;

18.5. [redacted].

19. Disclaimers about the [Our name] Club

19.1. [redacted].

19.2. [redacted].

19.3. [redacted].

19.4. [redacted].

19.5. [redacted].

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[redacted].

19.6. [redacted].

19.7. [redacted]:

19.7.1 of satisfactory quality;

19.7.2 fit for a particular purpose;

19.7.3 [redacted].

20. Disclaimers about the Service

20.1. [redacted].

20.2. [redacted].

20.3. [redacted]:

20.3.1 [redacted];

20.3.2 the Provider performing his contract.

20.4. [redacted].

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20.5. [redacted], [redacted].

20.6. [redacted], [redacted].

21. Dispute resolution

[redacted] “[redacted]” [redacted] 2015 .

[redacted]:

21.1. [redacted] [[redacted]].

21.2. [redacted] [[redacted] ([redacted])]

21.3. [redacted], [redacted].

21.4. [redacted]. [redacted], [redacted]: [redacted]://[redacted].[redacted].[redacted]/[redacted]/[redacted]/.

22. Miscellaneous matters

22.1. [redacted], [redacted], [redacted], [redacted]

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[redacted]

22.2. [redacted]:

22.2.1 [redacted];

22.2.2 [redacted];

22.2.3 issue a claim in any court.

22.3. [redacted]

22.4. [redacted]

22.5. [redacted]

22.6. [redacted].

It shall be deemed to have been delivered:

[redacted]:

[redacted]:

[redacted]72 [redacted];

[redacted]-[redacted]:[redacted]24 [redacted]

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[redacted] - [redacted] . [redacted] - [redacted] . [redacted] , [redacted]].

22.7. [redacted] ([redacted]) [redacted] 1999 / [redacted] ([redacted]) ([redacted]) [redacted] 2017 [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

22.8. [redacted] , [[redacted]].

22.9. [redacted] , [redacted] .

22.10. [redacted] , [redacted] [[redacted] / [redacted] / [redacted]] [redacted] .

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Explanatory notes:

Website terms and conditions template: marketplace for services; 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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

d. the arrangements for payment and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

e. the telephone cost of communicating with the seller when it is not ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

that means you do something positive with that data. Because marketplace involves the probability that personal data will flow between you and ■ ■ ■

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 [redacted].

Remember too, that when a word or phrase is defined, the defined [redacted].

You should first decide on the contents of the document, then return to check [redacted].

2. Our contract

The contractual relationship between you and a user of your website is important if you are [redacted].

This paragraph is concerned with the basics of what each side is [redacted].

3. Membership

These terms constitute a contractual relationship and impose an obligation upon you to comply with [redacted].

Make sure at some point in your terms and conditions, you have to obtain the freely given instruction from [redacted], [redacted], [redacted] 14 [redacted].

You have no obligation to explain the law of course, but without some explanation, you cannot satisfy the requirements of the Regulations that your prospective client, member or customer fully understands what he is doing. This paragraph has [redacted], [redacted].

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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 ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

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 [redacted]. [redacted], [redacted], [redacted], [redacted].

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 [redacted]. [redacted], [redacted].

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 [redacted]. [redacted], [redacted], [redacted], [redacted], [redacted].

Of course, anyone who wishes to [redacted].

We have provided a vast menu of possibilities. We suggest that [redacted].

11. 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. [redacted]. [redacted], [redacted].

12. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one of your customers. By stating and following this policy you will reduce the chance of any claim for defamation, breach of [redacted], [redacted]. [redacted]

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[redacted], [redacted] & [redacted] ([redacted], [redacted]).

13. Security of Our Website

There is an intentional overlap here with the paragraph on [redacted]. [redacted]. [redacted].

14. Storage of data

This provision absolves you from any obligation to retain messages or [redacted]. [redacted] 2018 [redacted], [redacted].

15. Termination

It is at and after termination that [redacted]. [redacted], [redacted]. [redacted].

16. Copyright and other intellectual property rights

We have no comment

17. Interruption to the service

This may [redacted]. [redacted].

18. Indemnity

We suggest no edits.

19. Disclaimers about the [Our name] Club

Disclaimers are not always binding. The law is [redacted]. [redacted].

20. Disclaimers about the Service

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We advise you [redacted] , [redacted] .

21. Dispute resolution

This paragraph sets out standard terms [redacted] 2015 . [redacted] . [redacted] :

The new law is directed at those [redacted] 1000 [redacted] .

UK courts have more or less insisted on litigants going [redacted] " [redacted] ". ([redacted] 15 [redacted] !)

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

Mediation costs money. £1000 to £3000 would be [redacted] , [redacted] . [redacted] £ 10 , 000 , [redacted] .

There seems to be some confusion in the EU regulations as to how [redacted] . [redacted] . [redacted] , [redacted] 1996 .

As a result of that act, arbitration entails very similar procedures to those in [redacted] . [redacted] . [redacted] " [redacted] " [redacted] . [redacted] . [redacted] !

The new regulations require that if you know of a mediator, you should [redacted] . [redacted] , [redacted]

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[redacted]

From here [redacted].

The law requires that when your internal complaint handling procedure is exhausted then you [redacted].

In the unlikely event that your business is a large [redacted] ([redacted]?) [redacted].

However, as you run an online marketplace business the law requires you to provide a link to online alternative dispute resolution platform which is at http://ec.europa.eu/consumers/odr/

You may find more details at:

http://www.legislation.gov.uk/uksi/2015/542/contents/made

http://www.legislation.gov.uk/uksi/2015/1392/pdfs/uksi_20151392_en.pdf

Do [redacted].

22. Miscellaneous matters

Unless you have a good [redacted].

Email communications are usually binding in the UK, but may not be, [redacted].

Rights of Third Parties Act - [redacted].

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End of notes

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