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

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| commenting on each | |
|---|--|
| The template for the terms and conditions starts on the next page. Drafting notes | |

Terms and Conditions

| These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting | | | | |
|---|--------------------------------|--|--|--|
| They | are based on a set written by | Net Lawman and released under licence. ■ ■ ■ ■ | | |
| | e are [your business name], [a | a company registered in [country], number [■ ■ ■ ■ [■ ■ ■]] | | |
| You a | are: Anyone who uses Our W | ebsite. | | |
| Pleas | e read this agreement carefu | illy and save it. If you do not agree with ■ ■ ■ , ■ | | |
| Thes | e 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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
|--------|-----------------------|--|
| "Ser\ | vices" | means all of the services available from Our Website, ■■■■■■■■■■■■■■. |
| | _ | |
| Inte | erpretation | |
| In thi | s agreement unless th | e context otherwise requires: |
| 2.1. | | son includes a human individual, a corporate entity |
| 2.2. | • | mission, "may not" in connection with an ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| 2.3. | | paragraphs and schedules (if any) to this ted ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| 2.4. | includes an obligatio | ther party not to do or omit to do something n not to allow some •••••; |
| 2.5. | a reference to an act | t or regulation includes new law of substantially the |
| 2.6. | conflict in meaning b | ade only in the English language. If there is any etween the English language version of this version or |
| | •. | |
| Bas | sis of Contract | |
| 3.1. | - | name] Membership in all countries. We may f . |
| 3.2. | • | contract you have not relied on any representation any source except |

| 3.3. | some or all of the membership services described on \blacksquare | | |
|------|---|---|--|
| 3.4. | subject You no | of our services are now or may in future, be available to you only to additional terms. Those terms will be set out on Our Website. | |
| 3.5. | | as we allow use of our Intellectual Property, we grant a licence | |
| 3.6. | date of expiry | ntract with you and licence to you last for [one year from the start / payment]. Any continuation by us or by you after the of one year is a new contract in the terms then shown on Our e. | |
| | | / | |
| 3.7. | you to | ntract between us comes into existence only when we write to confirm that we agree to allow you to join [our name] as a er. Your payment does not create a contract. If ••••••••••••••••••••••••••••••••••• | |
| 3.8. | is norm | ive you free access to a service or feature on Our Website which nally a charged feature, and that service or feature is usually | |
| 3.9. | | by change this agreement and / or the way we provide erships, | |
| | 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 your |
| | |
| 4.4. | You may not transfer your [Our name] 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. |
| You | r 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 in your information immediately it occurs. If you do |
|------|--|
| Pric | es |
| 6.1. | The price payable for [Our Name] Membership [and services / an item that you order] [= = = / = = =] = = = = = = = = = = = = |
| 6.2. | The price charged for any Service may differ from one country to another. You may not be entitled to ••••••••••••••••••••••••••••••••••• |
| 6.3. | Prices are inclusive of any applicable value added • • • • • • • • • • • • • • • • • • |
| 6.4. | When you subscribe for [Our Name] Membership, that payment may not cover other Services, for which we will ask you to •••••••••••••••••••••••••••••••••• |
| 6.5. | Banking charges by the receiving bank on payments to us |
| 6.6. | You will pay all sums due to |
| 6.7. | All money paid by you to us is non-refundable and cancellation |
| Ren | newal 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. | Sec | urity of your credit card |
| | We ta | ake 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. | Hov | v we handle your data |
| | 9.1. | Our privacy policy is strong and precise. |
| | 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. | Posting any Content does not change your ownership of |
| | | •••••••••• |
| | 9.5. | You understand that you are personally responsible for your breach of |
| | | |
| | | |
| | 9.6. | You accept all risk and |
| | 9.7. | Please notify us • • • • • • • • • • • • • • • • • • |
| | | |
| | | |
| | | |
| 10. | Res | trictions on what you may Post to Our Website |
| 10. | You a | agree that you will not use or |
| 10. | You a | • |
| 10. | You a | gree that you will not use or |
| 10. | You a | be unlawful, |
| 10. | You a | gree that you will not use or |
| 10. | You a 10.1. | be unlawful, |
| 10. | You a 10.1. 10.2. 10.3. | be unlawful,; consist in,,,,,,, . |
| 10. | You a 10.1. 10.2. 10.3. 10.4. | igree that you will not use or be unlawful, consist in ; be obscene, be sexually explicit or pornographic; be likely to deceive any person or be |
| 10. | You a 10.1. 10.2. 10.3. 10.4. | be unlawful, consist in be obscene, be sexually explicit or pornographic; |
| 10. | You a 10.1. 10.2. 10.3. 10.4. 10.5. | be unlawful,; be obscene,,,,; be sexually explicit or pornographic; be likely to deceive any person or be,,,,,,, . |
| 10. | You a 10.1. 10.2. 10.3. 10.4. 10.5. | be unlawful, consist in consist in consist or pornographic; be sexually explicit or pornographic; be likely to deceive any person or be consisted as a second consist or pornographic; |

| | | ; |
|-----|--------|---|
| | 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. \blacksquare |
| | | |
| | 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 = = = = = = = = = = = = = = = = = = = |
| 11. | You | r Posting: restricted Content |
| | In cor | nnection with the restrictions set out |
| | | dition to the = = = = = = = = = = = = = , = = = = = |
| | 11.1. | hyperlinks, • • • • • • • • • • • • • • • ; |
| | 11.2. | keywords or words • • • • , • • • • • • • • • • • • • • |

10.7. request or collect passwords or other personal \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

| 11.4. | inaccur | rate, false, or misleading information; |
|-------|----------------|---|
| Rem | oval | of offensive Content |
| 12.1. | | avoidance of doubt, |
| | ■ ■ . | |
| 12.2. | custom | under no obligation to monitor or record the activity of any er for |
| | | |
| | | |
| 12.3. | If you a ■ ■ : | re = = = = = = = = = = = = , = = = = = = |
| | 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. | • | ect of any complaint made by you or any person on your behalf, |
| | | |
| | | |
| 12.5. | You no | w agree that if any complaint is made |
| | | |

11.3. the name, logo or **•••••••••••••••••••••••**

13. Security of Our Website

| 13.1. | permiss | y, at our discretion or as part of a paid service, give you sion to access Our Website for the purpose ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
|-------|---------|--|
| | •••• | |
| | | |
| 13.2. | _ | ree 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 | e 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

| | | 13.3.2 you may copy the text |
|-----|-------|---|
| 14. | Stor | age 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 • • • • • • • • • • • • • • • • • • • |
| | 14.4. | We maintain reasonable procedures for general backup of data for our own purposes |
| 15. | Dura | ation and termination |
| | 15.1. | Subject to any earlier termination in any permitted • • • • , • • • • • • • • • • • • • • |
| | OR | |
| | 15.2. | |

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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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| Inte | rruptic | n to S | Servi | ces | | | | | | | |
| 16 1 | | | | | | | | | | | |
| 10.1. | | , | | | | | | | | • • • • • | |
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| 16.2 | | | | | | | | | | | |

| 16.3. | | | • | | | | - 1 | - | | | | - | | |
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| | | | | | | | | | | | | | | |

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 | ,,, |
| 40.4 | | |
| 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 | , |
| | 10 F F | ; |
| | 10.5.5 | |
| | | |
| | 18.5.6 | |
| | | ■■■; |
| | 18.5.7 | |
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| | 18.5.8 | |
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| 18.7. | , • • • • • , • | | | | | | £[1,00 | ■ ■ ■ ■ 0]. ■ ■ | • |
| 18.8. | | | | | | ••••• | | •••• | |
| | 18.8.1 | indirect o | or consequ | uential los | ss; or | | | | |
| | 18.8.2 | ■,■■■ | | | | | | | |
| 18.9. | | • • • • 199 | 9/ | | | | | | • |
| 18.10 | | | [| |]. | | -, | ••• | - |
| 18.11 | | | | | | | | • | |
| You | inder | nnify u | S | | | | | | |
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| 19.1. | | . . ; | | •••• | | • • • • • | | | |
| 19.2. | your br | each of th | is agreem | ent; | | | | | |

| 19.3. | | | • • • • • • • • ; | ••••• | ■,■■ |
|-------|------------|---|-------------------|-------|-------|
| 19.4. | | • | ••••• | | |
| 19.5. | | • | ••••• | | •••• |
| 19.6. | | | | | |
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| Misc | cellaneous | matters | | | |
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| 20.1. | | | | | |
| 20.1. | | | | | |
| 20.1. | | | | | |

20.3.

20.3.1

20.3.2 issue a claim in any court.

20.

20.4.

| 20.5. | |
|-------|--|
| 20.6. | |
| | ■■■-■■ . It shall be deemed to have been delivered: |
| | |
| | ••••72••••••; |
| | 24 |
| 20.7. | |
| 20.8. | 1999 / () () (|
| 20.9. | |

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Explanatory notes

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

General notes:

| What you need to do to comply with the |
|---|
| The Act applies to all personal data you collect, use or store. The scope I I I I I I I I I I I I I I I I I I |
| 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 |
| For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law. |
| Nonetheless, if a customer or client takes the trouble to read this T&C document, the reason is probably because they seek re-assurance. For that reason, and not for any legal reason, we have included a few points of information. There is no reason why you should not do so too. If you do, we strongly advise to keep |
| As a vastly reduced summary, the important areas of the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| you do not have a provision where you are assuming implied consent of customer to use his information = : |
| if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such ■ ■ ■ ■ ■ ■ |
| Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need |
| |

You may find full list at:

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/applications/children/

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

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 might decide = = = = = = = = = = | | | | |
| "Services" | "Membership Services" | | | | |
| "Our Website" | "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 | | | | | |

| | what definitions are needed and whether they really \blacksquare |
|----------|---|
| 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 |
| | |
| 2 | Basis of contract |
| J. | |
| | Membership is likely to be a service. Any other thing you do for a member will certainly be a E E E E E E E E E E E E E E E E E E |
| | •••. |
| | It is important to make clear when the contract comes into effect. Without specifying, your Website will be *** *** *** *** *** *** *** |
| | |
| | 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 | |
| 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 the , , , , , , , , , |
| 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 |
| | |
| | ••••• |
| 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 messages or ■ ■ ■ |
| | |
| | |
| 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 ■ ■ ■ ■ ■ ■ |
| | |
| 40 | |
| 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 E E E E E E |
| | |
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19. You indemnify us

| | we advise you to leave this provision in place. In fact |
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| 20. | Miscellaneous matters |
| | A number of special points. We have identified each of these as ■ ■ ■ ■ ■ |
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| | Rights of Third Parties Act |
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End of notes