



Online Booking Terms (businesses and consumers)

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(1) Introduction

Please read these online booking terms carefully.

You will be asked to expressly agree² to these online booking terms during the [event]³ booking process on our website.

(2) Interpretation

In these online booking terms, "we" means [name]⁴ (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer under these online booking terms (and "your" will be construed accordingly).

(3) Booking process⁵

The advertising of [events] on our website constitutes an "invitation to treat"; and your submission of a booking request for [an event] constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to [attend an event], you will need to take the following

¹ This template is designed to be used in connection with an online booking facility for events, courses, workshops or similar, where the person or company operating the booking facility is the same person or company that will contract to arrange the event, course etc for the customer. It can be used in relation to both business customers and consumers.

It does not however take account of any particular codes of practice. You should check if any such code applies.

Note that the template should not be used in relation to services that are subject to special regulation – for example air transport or package holidays – or give rise to special risks.

At the risk of stating the obvious, the use of properly drafted online booking terms does not exhaust your legal obligations in relation to the sale of goods from a website. Many of the provisions in the template are included to deal with specific legal requirements, and you should therefore be wary of deleting provisions.

² It is important to ensure that online booking terms are properly accepted by the customer. The terms must be brought to the attention of the customer before he or she has committed to a booking. However, simply including a link to the terms from the purchase page may not be sufficient to ensure that they are incorporated into the contract. You should also get some kind of formal acceptance of the terms. There are several ways of getting a customer's formal acceptance of the online booking terms: (i) you can require the customer to click on a button marked "I Agree" at the end of an electronic copy of the online booking terms; (ii) you can require the customer to tick the check box on the order form, marked with the words "I Agree to the online booking terms" (or something similar); (iii) you can include text such as "By clicking "Continue" you agree to our online booking terms" on one of the order form pages. Number (i) is better than number (ii), and number (ii) better than number (iii). Whatever method you chose, you should ensure that you retain evidence (e.g. a database entry) that each customer has agreed to the online booking terms. Agreement should be given at the point of booking (not just at the point of customer registration).

³ The template refers throughout to "events". You should change these references to suit whatever it is that customers may book via the website.

⁴ A name is sufficient here. The service provider's identity is elaborated in Section 15.

⁵ The template envisages a two-stage acknowledgement process. First, an automatic acknowledgement is sent on receipt of the booking request. Second, an order confirmation is sent once the supplier has confirmed that it can meet the booking. The Electronic Commerce (EC Directive) Regulations 2002 (the Ecommerce Regulations) require that: "a service provider will ... acknowledge receipt of the order to the recipient of the service without undue delay and by electronic means".

steps: [*describe different technical steps to follow to conclude contract* – e.g.: “(i) you must select the relevant [event], and then proceed to the checkout; (ii) if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; (iii) once you are logged in, you must confirm your order and your consent to these online booking terms; (iv) you will be transferred to the PayPal website, and PayPal will handle your payment; (v) we will then send you an initial acknowledgement⁶; and (vi) once we have checked whether we are able to meet your booking request, we will either send you a booking confirmation (at which point your booking will become a binding contract) or we will confirm by email that we are unable to meet your booking request.”]

We will not file a copy of these online booking terms specifically in relation to your booking. We may update the version of these online booking terms on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these online booking terms for your records.⁷

The only language in which we provide these online booking terms is English.⁸

Before you place your order, you will have the opportunity of identifying whether you have made any input errors by [*describe how*]. You may correct those input errors before placing your order by [*describe how*].⁹

(4) The [events]

[*Describe [events]*]¹⁰

(5) Price and payment¹¹

Prices for [events] are quoted on our website. However, it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our online booking procedures so that [an event's] correct price will be stated when you [pay for the event].

⁶ Alternatively this could be a web page saying “thank you for your order”. This acknowledgement or receipt should make it clear that it is not an acceptance of the customer’s order.

⁷ This is intended to meet the requirements of Regulation 9(1)(b) of the Ecommerce Regulations (“Unless parties who are not consumers have agreed otherwise, where a contract is to be concluded by electronic means a service provider shall, prior to an order being placed by the recipient of a service, provide to that recipient in a clear, comprehensible and unambiguous manner the information set out in (a) to (d) below ... (b) whether or not the concluded contract will be filed by the service provider and whether it will be accessible ...”).

⁸ This is intended to meet the requirements of Regulation 9(1)(d) of the Ecommerce Regulations (“Unless parties who are not consumers have agreed otherwise, where a contract is to be concluded by electronic means a service provider shall, prior to an order being placed by the recipient of a service, provide to that recipient in a clear, comprehensible and unambiguous manner the information set out in (a) to (d) below ... (d) the languages offered for the conclusion of the contract.”).

⁹ The Ecommerce Regulations require that, before an order is placed, you must provide the customer with information about “the technical means for identifying and correcting input errors prior to the placing of the order” (Regulation 9(1)(c)). Moreover, you must actually provide “appropriate, effective and accessible technical means” to correct such errors (Regulation 11(1)(b)).

¹⁰ The Consumer Protection (Distance Selling) Regulations 2000 (the Distance Selling Regulations) require that suppliers provide “a description of the main characteristics of the ... services”. You may refer here to a description elsewhere on the website.

¹¹ The Distance Selling Regulations require that suppliers provide details of “the price of the goods or services including all taxes”. Again, you may refer to information elsewhere on the website.

Payment must be made in full [upon the submission of your booking request]. We may / cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes (where applicable).

Payment must be made by *[[insert method]* OR [any method detailed on the website from time to time]].

Prices are liable to change at any time, but changes will not affect contracts which have come into force.

(6) Warranties

We warrant that the services provided under these online booking terms will be provided with reasonable skill and care.

You warrant and represent to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these online booking terms;
- (b) the information provided in or in connection with your booking request is accurate and complete;
- [(c) you will be able to attend the [event] at the time and in the place advertised;]
- [(d) you meet the pre-requisites and qualification criteria for attending the [event] set out in [document];]
- [(e) you are resident in the England or Wales; and]
- [(f) you are at least 18 years of age.]

[(7) Venues and dates¹²

Where we have a valid reason to do so, we may change [event] dates and venues by giving reasonable notice of the change to you.]

(8) Your rights of cancellation¹³

Without prejudice to the statutory right of cancellation detailed in Section [9], you may cancel [an event] booking:

- (a) at least [number] days before [the event] is due to begin (in which case you will be entitled to a full refund of the amount paid);
- (b) between [number] and [number] days before [the event] is due to begin (in which case you will be entitled to a refund of [percentage] of the amount paid);
- (c) between [number] and [number] days before [the event] is due to begin (in

¹² Note: as regards consumers at least, provisions granting the service provider a unilateral right to cancel the booking, or to change the fundamental terms of the booking without a valid reason, will usually be contrary to the Unfair Contract Terms Act 1977 and/or the Unfair Terms in Consumer Contract Regulations 1999.

¹³ Unlike Section 9, Section 8 is optional.

which case you will be entitled to a refund of [percentage] of the amount paid).

If you cancel [an event] booking [number] or less days before [the event] is due to begin, or if you fail to attend [an event], no refund will be given.

In order to cancel a contract on this basis, you must inform us by writing to [the address set out in Section [16] of these online booking terms]. Your notice of cancellation must be actually received by us on or before the relevant date set out above.

(9) "Cooling off" period¹⁴

This Section [9] applies if and only if you contract with us under these online booking terms as a consumer.

You may cancel an event booking at any time within 7 working days following the conclusion of the contract in accordance with Section [3] of these online booking terms, providing that [[the event] has not actually commenced during that period]¹⁵.

In order to cancel a contract on this basis, you must inform us by writing to [the address set out in Section [16] of these online booking terms].

(10) Consumer rights

If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by these online booking terms

(11) Refunds

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation.

(12) Limitations and exclusions of liability¹⁶

¹⁴ This section is necessary because of the Distance Selling Regulations. Do not delete.

¹⁵ Regulation 13(1) of the Distance Selling Regulations (as amended) provides that "Unless the parties have agreed otherwise, the consumer will not have a right to cancel the contract by giving notice of cancellation pursuant to regulation 10 in respect of contracts ... for the supply of services if the performance of the contract has begun with the consumer's agreement- before the end of the cancellation period applicable under regulation 12(2); and after the supplier has provided the information referred to in regulation 8(2)". Assuming all the required information has been provided, the key question is: when has performance of the contract begun?

¹⁶ Contractual limitations and exclusions of liability are regulated and controlled by law, and the courts often rule that particular limitations and exclusions of liability in contracts are unenforceable. The courts are particularly likely to intervene where a party is seeking to rely on a limitation or exclusion of liability in a consumer contract or in its standard T&Cs, but will also sometimes intervene where a term has been individually negotiated. You should take legal advice if you may wish to rely upon a limitation or exclusion of liability, or if you want to exclude or limit - or purport to exclude or limit - any liability to a consumer. Please note that the guidance notes to this Section provide only an incomplete and basic overview of this complex subject.

Exclusions and limitations of liability in UK B2B and B2C contracts are regulated by The Unfair Contract Terms Act 1977 ("UCTA"). Relevant legislation in the case of B2C contracts also includes The Consumer Protection Act 1987 and The Unfair Terms in Consumer Contracts Regulations 1999.

The courts may be more likely to rule that provisions excluding liability - as opposed to those merely limiting liability - are unenforceable.

If there is a risk that any particular limitation or exclusion of liability will be found to be unenforceable by the courts (for example, because it may be unreasonable under UCTA), that provision should be drafted

Nothing in the online booking terms will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law. If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the online booking terms.¹⁷

The limitations and exclusions of liability set out in this Section [and elsewhere in the online booking terms]: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the online booking terms or in relation to the subject matter of the online booking terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

[We will not be liable to you in respect of any losses arising out of a force majeure event.]

[We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.¹⁸]

[[If you are a business customer,] we will not be liable to you in respect of any loss or corruption of any data, database or software.]

[[If you are a business customer,] we will not be liable to you in respect of any special, indirect or consequential loss or damage.¹⁹]

[[If you are a business customer,] our aggregate liability to you under the online booking terms will not exceed the greater of: (a) [*amount*]; and (b) the total amount paid and payable by you to us under the online booking terms.]

(13) Force majeure

In this Section and Section [12], “force majeure event” means any event which is beyond our reasonable control.

Where a force majeure event gives rise to a failure or delay in us performing our

as an independent term, and be separately numbered from the other provisions.

It may improve the chances of a limitation or exclusion of liability being found to be enforceable if the party seeking to rely upon it specifically drew it to the attention of the other party before the contract was entered into.

¹⁷ Do not delete this paragraph (except upon legal advice). Without this paragraph, the specific limitations and exclusions of liability will not usually be enforceable.

¹⁸ You should consider carefully the particular kinds of loss you want to try to limit or exclude.

If you wish to try to limit/exclude for liability in respect of reckless, deliberate, personal and/or repudiatory breaches of contract, you should specify this in relation to the relevant paragraph (for example, using the following wording: “The limitations and exclusions of liability in this paragraph will apply whether or not the liability in question arises out of any reckless, deliberate, personal and/or repudiatory conduct or breach of contract”). In some circumstances the courts will find these types of limitations and exclusions to be unenforceable (e.g. because unreasonable under UCTA).

¹⁹ “Consequential loss” has a special meaning in English law: it means losses that, whilst not arising naturally from the breach, were specifically in the contemplation of the parties when the contract was made.

obligations under these terms and conditions, those obligations will be suspended for the duration of the force majeure event.

(14) Business customer indemnity

This Section [14] applies if and only if you contract with us under these online booking terms in the course of a business.

You hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these online booking terms.

(15) General terms

We will treat all your personal information that we collect in connection with your order in accordance with the terms of [our [privacy policy](#)]; use of our website will be subject to [our website [terms of use](#)].²⁰

Contracts under these online booking terms may only be varied by an instrument in writing signed by both you and us. We may revise these online booking terms from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these online booking terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these online booking terms, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these online booking terms.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these online booking terms. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these online booking terms, at any time – providing, where you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these online booking terms.

Each contract under these online booking terms is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section [12]: these online booking terms contain the entire agreement and understanding of the parties in relation to [events] booked on our website, and supersede all previous agreements and understandings between the parties in relation to [events] booked on our website; and each party acknowledges that no representations not expressly contained in these online booking terms have been made by or on behalf of the other party in relation to the booking of [events] on our website.

²⁰ Add hyperlinks. The terms of use will need to cover all the basic disclosure requirements (including under the Ecommerce Regulations and the Companies Act 2006), as these are not covered in this online booking terms document.

These online booking terms will be governed by and construed in accordance with English law,²¹ and the courts of England and Wales will have [non-]exclusive²² jurisdiction to adjudicate any dispute arising under or in relation to these online booking terms.

(16) About us

Our full name is [*name*].

Our [registered office is [*address*] and our] principal trading address is [*address*].

[Our company registration number is [*number*].]

Our email address is [*email*].

[Our VAT number is [*VAT number*]].

²¹ These online booking terms have been drafted to comply with English law, and the governing law provision should not be changed without obtaining expert advice from a lawyer qualified in the appropriate jurisdiction. (NB in some circumstances the courts will apply provisions of their local law, such as local competition law or consumer protection law, irrespective of a choice of law clause specifying that a different law applies.)

²² Choose "non-exclusive" jurisdiction if you may want to enforce the online booking terms against users outside England and Wales. Otherwise, choose "exclusive jurisdiction". (NB in some circumstances your jurisdiction clause may be overridden by the courts.)