CREEDA Ltd

Terms and Conditions

This document sets out the general terms and conditions ("Terms") that apply to Lot 2 Cloud Software Services ordered from Creeda by a Buyer under G-Cloud 11

As a Venue these Terms & Conditions (the "Venue Terms") regulate your relationship with Creeda Ltd. In using the Creeda Services you agree to be bound by these Terms and Conditions and the Creeda Terms of Use.

1. Definitions and Interpretation

1.1 In these Terms & Conditions unless the context otherwise requires, the following expressions have the following meanings:
"Venue" means an organisation that has signed an Agreement with Creeda Ltd to list its Facilities via Our Services.
"Venue Agreement" means the agreement entered into between Creeda Ltd and a Venue setting out the terms of engagement between the parties.
"Venue Registration Form" means the registration form that We provide to Venue for Venue to apply to register.
"Hire Fee" means price User pays for the Session.
"Venue Fee" means fees charged by Creeda Ltd to Venues in consideration for the use of Our Platform.
"Venue Availability" means the time for which a Venue is available at any Venue.
"Facility" means a facility (or facilities) listed by a Venue as available for rental to Users via Our Services.
"Listing" means Venue/Coach Services published in our services.
"Session" means the time for which a User has successfully booked the facility.
"Workshop" means any group session at which Venues/Coaches provide or lead any activity, sport, physical exercise class, etc, including any teaching, equipment, and other goods and materials which Venues/Coaches provide/use in connection with any such Workshop.
"Admin charge" means a reasonable charge We make for processing cancellation and other special requests. To find out the current Admin charge contact Us.

Words signifying the singular number shall include the plural and vice versa.

2. Venue Registration

2.1 A Venue must complete the Venue Registration Form on Our Services in order to become a registered Venue. This will include provision of the following information: Name, address and contact details, bank details etc. Creeda Ltd has absolute discretion to decide whether to approve or reject a registration. By registering as a Venue on Our Services, a Venue warrants that they are legally capable of entering into binding contracts.
2.2 Each Venue is obliged to keep his Registered Information up-to-date and is responsible for the consequences of any failure to do this.

3. Venue Obligations

3.1 As a Venue, you represent, warrant, and covenant that:
3.1.1 You will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information.

3.1.2 You will not upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through Our Services or to any User.
3.1.3 You will not use Our Services for any business other than for providing Sessions and Workshops to the Users.
3.1.4 You will not copy, modify, distribute, reverse engineer, deface, tarnish, mutilate, hack, or interfere with Our Services or operations thereof, except as permitted in these Venue Terms.
3.1.5 You will not impersonate another person or gain unauthorized access to another person's Account.
3.1.6 Your use of Our Services is subject to Creeda Ltd.'s approval, which We may grant or deny in Our sole discretion.
3.1.7 You will not introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of Our Services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access Our Services.
3.1.8 You will maintain accurate Account information.

4. Booking terms for Venues

4.1 Each Venue must complete the Venue Registration Form on Our Services in order to become registered. This will include provision of the following information: Name, address and contact details etc. Creeda Ltd has absolute discretion to decide whether to approve or reject a registration. By registering on Our Services, a Venue warrants that it is legally capable of entering into binding contracts.
4.2 Each Venue is obliged to keep its Registered Information up-to-date and is responsible for the consequences of any failure to do this.
4.3.1 As a Venue, you must add your Facilities and keep them active and open (to the extent your scheduling allows) for the length of the Venue Agreement. To create a Facility, you will be asked a variety of questions about the Facility to be listed, including, but not limited to its capacity, size, features, and availability of the Facility, additional terms, pricing and financial terms including any additional Taxes.
Facilities will be made publicly available via Our Services. Users will be able to book Facilities via Our Services based upon the information Venues provide.
4.3.2 Venues acknowledge and agree that they are responsible for any and all Facilities they list. Accordingly, you represent and warrant that any Facility you list and the booking of, or a User's use of, a Facility will not breach any agreements you have entered into with any third parties and will be in compliance with all applicable laws, rules and regulations.
4.3.3 Creeda Ltd reserves the right, at any time and without prior notice, to remove or disable access to any Facility for any reason, including a Facility that Creeda Ltd, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms of Use or policies, or otherwise harmful to Our Services.
4.3.4 When creating a Listing through Our Services you must
a) provide complete and accurate information about your Facility Service (such as Listing description, location, and calendar availability),
b) disclose any deficiencies, restrictions (such as facility rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements) and
c) provide any other pertinent information requested by Creeda Ltd. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.
4.3.5 You are solely responsible for your Hire Fee. Once a User requests a booking of your Facility, you may not request that the User pays a higher price than in the confirmed booking.
4.3.6 Pictures, animations or videos (collectively, "Images") used in your Listings must accurately reflect the quality and condition of your Venue Services. Creeda Ltd reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.
4.3.7 It is the responsibility of the Venue to have all text description of the Venue Services accurate and up to date.

4.3.8 The quality of the photographs used to display a Facility on Our Services are of supreme importance to Creeda Ltd and so We reserve the right to remove or request the removal of any photographs or to request new photographs at any time. Creeda Ltd may offer Venues the option of using a Creeda Ltd approved photographer to take photographs of the Facilities at their Venue.
4.3.9 The placement and ranking of Listings in search results on Our Services may vary and depend on a variety of factors, such as User search parameters and preferences, price and calendar availability, number and quality of Images, customer service, reviews and ratings, type of and/or ease of booking.
4.3.10 When a User books your Facility, you are entering into a legally binding agreement with the User and are required to provide your Venue Service(s) to the User as described in your Listing when the booking is confirmed. You also agree to pay Creeda Ltd applicable Host Fee and any applicable Taxes.
4.3.11 As a Venue, you understand and agree that Creeda Ltd does not act as an insurer or as your contracting agent. If a User requests a booking of a Facility and uses said Facility, any agreement you enter into with such User is between you and the User. Creeda Ltd is not a party to that agreement. Creeda Ltd does, however, serve as the limited authorised payment collection agent of the Venue for the purpose of accepting on behalf of the Venue, payments from Users of such amounts stipulated by the Venue.
4.3.12 The Venue acknowledges and agrees that Creeda Ltd has no liability in relation to the Venue's decision to enter into an agreement with a User or the subsequent conduct of that User or the other users of the Facility invited by the User. Further the Venue is responsible for its own acts and omissions and remains responsible for the acts and omissions of any individuals who use or are otherwise present at the Facility at your request, invitation or with your agreement.
4.3.13 Creeda Ltd recommends that Venues obtain appropriate insurance for their Facilities and ensure that all Users who use their Facilities are likewise covered by either the Venue's insurance or their own.
4.3.14 The Venue will indicate on the registration form whether it is paying Creeda Ltd by way of a monthly subscription and/or a payment per booking arrangement. The payment terms and amounts will be specified on the registration form.
4.4 Each Venue agrees:
4.4.1 Creeda Ltd recommends that Venues obtain appropriate insurance for their Facilities and ensure that all Users who use their Facilities are likewise covered by either the Venue's insurance or their own.
4.4.2 In the case of a payment per booking arrangement that Creeda Ltd will be permitted to retain out of booking fees received through Our Services the commission notified to the Venue on the Venue Agreement (plus VAT where applicable).
4.4.3 To cooperate fully with Creeda Ltd and its affiliates in connection with any dispute or investigation (whether formal or informal), and any defence or prosecution of any legal claims or actions.
4.4.4 To follow the processes for scheduling and cancelling/postponing bookings that it has notified to Creeda Ltd and the Users from time to time.
4.4.5 To be responsible for compliance with all applicable laws, rules and regulations including GDPR and that it will comply with any applicable guidelines including any expenses policies.
4.4.6 That it will not publish or cause to be published any derogatory or defamatory comments about either Creeda Ltd or a User or other Venues; and
4.4.7 Will comply with any health and safety guidelines required for the proper conduct of a booking on its premises and will notify the relevant User of any health and safety issues that a Venue becomes aware of.

5. Financial terms for Venues

5.1 Each Venue hereby appoints Creeda Ltd as the Venue's payment collection agent solely for the purpose of accepting the Hire Fees from Users.
5.2 The Venue is free at any time prior to the confirmation of a booking with a User of the agreed fee for a booking to accept or decline any booking at its sole discretion.

5.3 The Venue acknowledges that Creeda Ltd has no liability to it in respect of the failure of a User to honour a booking either before or after payment of the booking fee although Creeda Ltd will respond to complaints and seek to deal with these constructively to resolve any issues.
5.4 The Venue can choose one of the two available pricing models:
a) Instant booking - a commission based pricing model where we charge a commission on every booking.
b) Enquiry based booking - a subscription based booking model where a Venue pays a fixed amount every month. In this model, booking our services online is unavailable.
5.5 Instant Booking
5.5.1 Each Venue hereby appoints Creeda Ltd as the Venue's payment collection agent solely for the purpose of accepting the Hire Fees from Users.
5.5.2 Each Venue agrees that a booking made by a User through Creeda Ltd, shall be considered the same as a booking made directly to the Venue, and the Venue will make the Facility available to the User in the agreed-upon manner as if the Venue has received the booking directly.
5.5.3 Each Venue agrees that Creeda Ltd may, in accordance with the Cancellation Policy, (a) permits the User to cancel the booking and (b) refund (via Creeda Ltd) to the User that portion of the Hire Fees specified in the Cancellation Policy.
5.5.4 Each Venue understands that as Creeda Ltd accepts payments from Users as the Venue's agent that Creeda Ltd's obligation to pay the Venue is subject to and conditional upon successful receipt of payment from a User. Creeda Ltd does not guarantee payments to Venues for amounts that have not been successfully received by Creeda Ltd from Users. In accepting appointment as the authorised agent of the Venue, Creeda Ltd assumes no liability for any acts or omissions of a Venue.
5.5.5 Once the booking is complete Creeda Ltd will send the User and Venue an email/notification confirming the booking.
5.5.6 Creeda Ltd will make payment of the Hire fees (less Creeda Ltd 's Venue Fees, payment gateway fee, any relevant Venue payment fees and any Taxes in respect of the Venue Fees, such as VAT) after the User has completed its use of the applicable Facility (except and unless a refund is due to the User).
5.5.7 Payment will be made to the Venue via Creeda Ltd.'s next monthly payment run.
5.5.8 Balances will be remitted by Creeda Ltd by electronic payment transfer to the nominated Venue's bank account in Pounds Sterling. Amounts may be rounded up or down as described in the "Rounding Off" section below.
5.6 Enquiry based booking
5.6.1 Enquiry based booking is subscription based and billed monthly. The payment is due on the first day of each new monthly period for that month's services. We will attempt to notify you in advance of this date, but our failure to do so, or your failure to receive such a notice, does not affect your obligation to pay.
5.6.2 We will attempt to charge your debit or credit card on the due date. You are responsible for ensuring that payment is made.
5.6.3 If, for any reason, We do not receive your payment in full within 5 working days of the due date, We may do any or all of the following:
a) send you reminders by email and post at regular intervals. We may charge you a fee of £5 per reminder to cover a small proportion of the costs we incur in seeking payment of the overdue amount.
b) suspend your Account.
c) charge you interest at the rate of one-and-one-half per cent per month (or the highest rate permitted by law, if less) on the overdue amount from the due date up to the date of actual payment (whether before or after any court judgement) and
d) charge you our reasonable costs and expenses (including legal costs) for seeking payment of the overdue amount.
5.6.4 In the event of a card chargeback, We may do any or all of the following:
a) suspend your Account and
b) charge you a fee of £25 per instance.
5.6.5 If, for any reason We do not receive your payment in full within 30 days of the due date, We may terminate this Agreement and/or Our Services.

5.7 If We suspend or terminate Our Services We shall not be liable for any losses to you arising from this suspension or termination.
5.8 We are not obliged to reactivate those Services; reactivation shall be at our sole discretion. If you wish us to reactivate the Services, we will notify you of the costs associated with doing so, and you can decide at that point whether you wish to proceed.
5.9 We may increase the fees for any or all Our Services, at any time.
5.10 If you would like to change your pricing model please contact operations@thecreeda.com.

6. Payout

6.1 When you add a Payout Method to your Creeda Ltd Account, you will be asked to provide billing information such as name, billing address, and financial instrument information either to Creeda Ltd or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a Payout Method, and it is your obligation to keep your Payout Method up-to-date at all times. The information required for Payout Methods may include but not limited to: your official address, name on the account, account type, sort code, account number, email address, overview of your business, Payout currency, and account information associated with a particular payment processor.
6.2 Please note that Payout Methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), Creeda Ltd is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method or Payout Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payout Method.
6.3 You are solely responsible for the accuracy and completeness of your Payout Method information. Creeda Ltd is not responsible for any loss suffered by you as a result of incorrect Payout Method information provided by you.
6.4 In order to receive a Payout you must have a valid Payout Method linked to your Creeda Ltd Account. Payout will be made to the Venue via Creeda Ltd.'s next monthly payment run.
6.5 The time it takes to receive Payouts once released by Creeda Ltd or after Users have used your Facilities may depend upon the Payout Method you select and the Payout Method provider's processing schedule. Creeda Ltd may delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.
6.6 Your Payout for a booking will be the Hire Fee less applicable Venue/Coach Fees and Taxes.
6.7 For compliance or operational reasons, Creeda Ltd may limit the value of each individual Payout. If you are due an amount above that limit, Creeda Ltd may initiate a series of Payouts (potentially over multiple days) in order to provide your full Payout amount.
6.8 You authorize Creeda Ltd to collect from you amounts due pursuant to these Terms of Use. Specifically, you authorize Creeda Ltd to collect from you: any amount due to Creeda Ltd (e.g., as a result of your bookings, cancellations, or other actions as a Venue of the Creeda Ltd Platform), including reimbursement for costs prepaid by Creeda Ltd on your behalf, by withholding such amounts from your future payouts. Any funds collected by Creeda Ltd will set off the amount owed by you to Creeda Ltd and extinguish your obligation to Creeda Ltd.

7. Rounding Off

7.1 Creeda Ltd will process payments by rounding up or rounding down numbers to the nearest whole pence. For Venues, the payments will be rounded down to the nearest pence and for the Users the payments/refunds will be rounded up to the nearest whole pence.

8. Booking Cancellations and deletion of your Account

8.1 Venues should not cancel the bookings including Workshops and Sessions unless there is an emergency.

8.2 The Creeda Ltd will decide in its sole discretion if the situation that led to the cancellation constitutes as an emergency or not.
8.3 When the Venues cancels a booking, the User will be refunded up to the amount paid by User through the Creeda Ltd Platform minus an Administration fee. The payment gateway fee will be passed to the Venue and also a penalty will be added for the cancellation.
8.4 If the Venue's cancellation doesn't qualify as a correct cancellation, Creeda Ltd may remove (delete) the Venue's Account.

9. Minimum Quality Standards, Venue/Coach Responsibilities and Reimbursement to User

9.1 You are responsible for ensuring that the Venue you list on the Creeda Ltd Platform meets minimum quality standards regarding access, adequacy of the Listing description, safety, cleanliness, and does not present a User with Booking Issues. When Users are using the Venue, Venue manager(s) should be available, or make a third-party available, in order to try, in good faith, to resolve any User issues.
9.2 If Creeda Ltd determines that a User has suffered a Booking Issue related to a Venue listed by you Creeda Ltd either reimburses that User or provides a substitution to the User. You agree to reimburse Creeda Ltd up to the amount paid by Creeda Ltd to the User within 10 days of Creeda Ltd's request. You authorize Creeda Ltd to collect any amounts owed to Creeda Ltd by reducing your Payout.
9.3 As a Venue, you understand that the rights of Users under the User Refund Policy will supersede your cancellation policy (if any). If you dispute the Booking Issue, you may notify us in writing or via telephone and provide us with information (including photographs or other evidence) disputing the claims regarding the Booking Issue, provided you have used reasonable and good faith efforts to try to remedy the Booking Issue with the User prior to disputing the Booking Issue claim.

10. Deleting the Venue Account

10.1 If the Venue wishes to delete their Account, they can request Creeda Ltd to delete their Account.
10.2 It may take up to 30 days for their Account to be deleted. However, the Venue is under obligation to fulfill the bookings done before the Venue requested for deleting their Account.
10.3 The Venue's Account will not be deleted until all their dues have been settled.

11. Severance

11.1 In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

12. Force Majeure

12.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
12.2 In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of five months, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

13. No Waiver

13.1 No failure or delay by either Party in exercising any of its rights under the Agreement shall be

deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. Law and Jurisdiction

14.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
14.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.