

Demeter Markets

Terms and Conditions - for buyers.

22 Feb 2023

Terms and Conditions applicable to a buyer of Products using [Demeter Markets](#)

These terms and conditions are the contract between you and [Demeter Markets](#) (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them. Our suppliers may also impose additional terms and conditions to which your contract with them will be subject.

[Demeter Markets](#) is a trade name of [DEMETER MARKETS LTD](#), company number [14609282](#) incorporated in England, whose registered address is at [86-90 Paul Street, London, England, EC2A 4NE](#).

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

If you use Our Website, you do so in accordance with these terms. If you are unable to accept these terms, your only remedy is to leave Our Website and stop using the Services.

1. Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
“Our Website”	means any website of ours, and includes all web pages controlled by us.
“Post”	means upload or place on or into Our Website any Content or material of any sort by any means.
“Product”	means any item offered for sale on Our Website, whether physical goods or downloads.
“Seller”	means a person who offers a Product for sale on Our Website.
“Service”	means any service we provide through Our Website, whether free or charged.

2. Our contract

- 2.1. [Demeter Markets](#) is neither a buyer nor seller of Products offered for sale in any form. [Demeter Markets](#) is never either a principal or agent in a buying transaction.
- 2.2. [Demeter Markets](#) is a marketplace. We are agents of a Seller only to the extent of use of Our Website as a platform for sale of his Products and for collection and forwarding of your money.
- 2.3. We are not responsible to you further than to take your money and pass it to the Seller.
- 2.4. We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint in our discretion, for the benefit of the body of [Demeter Markets](#) members.
- 2.5. We are not responsible for delivery of any Product you order or for the returns and repayment procedure should you decide to return a Product for any reason.
- 2.6. These terms and conditions regulate the business relationship between you and us. By using Our Website free of charge, you agree to be bound by them.
- 2.7. We provide a marketplace for the supply of Products. We are in no way responsible for:
 - 2.7.1 your locating and ordering a Product;
 - 2.7.2 your choice of a Product;
 - 2.7.3 any aspect of the provision of the Product;
 - 2.7.4 refund payment for any Product;
 - 2.7.5 any complaint about any Product.
- 2.8. In any dispute with a Seller, you should deal only with the Seller. We have neither legal obligation nor detailed information about the Product.
- 2.9. We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Our Website at the time that the contract was made.

3. Your account and personal information

- 3.1. 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 that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 3.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

4. The buying procedure

- 4.1. [Demeter Markets](#) is not responsible for the fulfilment of your contract to buy a Product.
- 4.2. Prices listed on Our Website by Sellers are inclusive of any applicable sales tax.
- 4.3. Unless it is clear to the contrary, you may assume that every sale is made by the Seller in the course of his business.
- 4.4. Products may be offered for sale subject to any discount or promotion arranged between [Demeter Markets](#) and the Seller.
- 4.5. Subject to discounts and promotions, Products are offered for sale at a fixed price. VAT may be due and will be either included in the price or shown separately. If not shown, it will not be charged.
- 4.6. All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by the Seller for each Product offered for sale. It may be changed at the discretion of the Seller. Once you have bought an item, the delivery charge offered to you cannot be increased.
- 4.7. Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not responsible for duties, taxes, delays or impounding of any item.

- 4.8. You are required to pay in the currency in which the Product is listed for sale on Our Website.
- 4.9. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither a legal right nor set down in these terms and conditions.
- 4.10. For security purposes (yours and ours) we will not permit more than a maximum number of transactions with you in a given period of time.
- 4.11. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given into a page which is in reality a page of our payment service provider. For detailed about disclosure of personal information please see our privacy notice.
- 4.12. Purchases Made Through the Services.
- 4.13. By accepting this Terms and Conditions, you agree to pay all applicable fees due for purchases you make on or through the Services. **Please note that all fees due and/or purchases made through the Services are non-refundable.** You acknowledge and agree that under no circumstances will you be remitted a refund or otherwise provided any kind of credit or reimbursement of fees, except where otherwise prohibited by applicable law.
- 4.14. Additionally, buyers are responsible for paying all invoices promptly. Unless otherwise specified, all sales made through the Services are cash in advance. **Buyers who sign up for commercial credit through the Services agree to separate terms and conditions and acknowledge that credit may be provided by a third party.**

5. Security of your **credit card**

We take care to make Our Website safe for you to use.

- 5.1. [Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.](#)

6. How we handle your Content

- 6.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018.
- 6.2. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
- 6.3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 6.4. [You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.](#)
- 6.5. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 6.6. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 6.7. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 6.8. Please notify us of any security breach or unauthorised use of your account.

7. 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 have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

- 7.1. be unlawful, or tend to incite another person to commit a crime;
- 7.2. consist in commercial audio, video or music files;
- 7.3. be obscene, offensive, threatening, violent, malicious or defamatory;
- 7.4. be sexually explicit or pornographic;
- 7.5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 7.6. use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement;
- 7.7. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
- 7.8. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 7.9. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 7.10. facilitate the provision of unauthorised copies of another person's copyright work;
- 7.11. link to any of the material specified in this paragraph;
- 7.12. use distribution lists that include people who have not given specific permission to be included in such distribution process;
- 7.13. send age-inappropriate communications or Content to anyone under the age of 18.

8. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 8.1. hyperlinks, other than those specifically authorised by us;
- 8.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 8.3. the name, logo or trademark of any organisation other than yours.
- 8.4. inaccurate, false, or misleading information;

9. Removal of offensive Content

- 9.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 9.2. We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 9.3. If you are offended by any Content, the following procedure applies:
 - 9.3.1 your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 9.3.2 we shall remove the offending Content as soon as we are reasonably able;
 - 9.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 9.3.4 we may re-instate the Content about which you have complained or we may not.
- 9.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 9.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

10. Security of Our Website

If you violate Our Website we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:

- 10.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 10.2. link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
- 10.3. download any part of Our Website, without our express written consent;
- 10.4. collect or use any product listings, descriptions, or prices;
- 10.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 10.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 10.7. share with a third party any login credentials to Our Website;

11. Copyright and other intellectual property rights

- 11.1. All Content on Our Website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of Products for sale. It is all protected by international copyright laws.
- 11.2. You may not copy, or in any way exploit any of the Content, except as is expressly permitted in this agreement or with our written consent. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

12. Interruption to the [Demeter Markets Service](#)

- 12.1. We give no warranty that the [Demeter Markets Service](#) will be satisfactory to you.
- 12.2. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of [Demeter Markets Service](#) for repairs, maintenance or other reason. We may do so without telling you first.
- 12.3. You acknowledge that our Service may also be interrupted for reasons beyond our control.
- 12.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Service.

13. Our disclaimers

- 13.1. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 13.2. We are not liable in any circumstances for special, indirect, consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website.
- 13.3. The [Demeter Markets Website](#) and [Demeter Markets Services](#) are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:
 - 13.3.1 of satisfactory quality;
 - 13.3.2 fit for a particular purpose;
 - 13.3.3 available or accessible, without interruption, or without error;
- 13.4. So far as concerns a Product you buy through Our Website, we are not liable for:

- 13.4.1 any product or service complying with the requirement of any law or being available;
- 13.4.2 the Seller performing his contract;
- 13.5. We and the Seller can take any action that may reasonably be required from time to time, to protect his interests and ours in connection with a breach or possible breach of the Regulations.
- 13.6. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a Seller.

14. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 14.1. any act, neglect or default of yours in connection with this agreement or your use of the Services;
- 14.2. your breach of this agreement;
- 14.3. your failure to comply with any law;
- 14.4. a contractual claim arising from your use of the Services and purchase of a Product.

15. Dispute resolution

The following terms apply in the event of a dispute between the parties:

- 15.1. If you are not happy with our services or have any complaint then you must tell us by email message to contact@demetermarkets.com.
- 15.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

16. Miscellaneous matters

- 16.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.2. If you are in breach of any term of this agreement, we may:
- 16.2.1 remove or edit Content, or cancel any order at our discretion;
 - 16.2.2 issue a claim in any court.
- 16.3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 16.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.5. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 16.6. Any communication to be served on either of us by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 16.7. This agreement does not give any right to any third party under the [Contracts \(Rights of Third Parties\) Act 1999](#) / [Contracts \(Rights of Third Parties\) \(Scotland\) Act 2017](#) or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors,

officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.

- 16.8. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, [including any labour dispute](#).
- 16.9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 16.10. The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland](#) and you agree that any dispute arising from it shall be litigated only in that country.