



# Merchant Agreement

V6

19 June 2026

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# The Social Commerce Platform Limited General Terms and Conditions for Merchants

Version: 6.0

## 1. Introduction

This Supplier Agreement (the “Agreement”) is between you (“the Merchant”, “you”, “your”), being the principal supplier of Experience services, and The Social Commerce Platform Limited (“SCPL”, “Lovetovisit”, “us”, “we”, “our”).

Depending on the applicable Sales Model, SCPL may act as a principal reseller, disclosed agent or an undisclosed agent in relation to the sale of Tickets to Customer

“Sales Model” means, in respect of each Experience, the commercial structure under which SCPL sells Tickets, being one of:

- (a) Principal Reseller;
- (b) Undisclosed Agent; or
- (c) Disclosed Agent.

“Principal Reseller” means SCPL purchases or secures rights to sell Experiences and sells Tickets to Customers in its own name as principal.

“Undisclosed Agent” means SCPL acts under the Merchant’s authority but does not disclose the Merchant to the Customer and is treated as principal for VAT purposes.

“Disclosed Agent” means SCPL acts solely as intermediary and the Merchant is identified to the Customer prior to purchase.

By accepting these terms, you appoint SCPL as your non-exclusive agent to market, sell, and collect payment for Tickets to the Experiences you supply.

This Agreement is effective from acceptance and supersedes all prior agreements.

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## 2. Agency Relationship

2.1 The relationship between SCPL and the Merchant depends on the applicable Sales Model for each Transaction.

### 2.2 Principal Reseller / Undisclosed Agent Models

Where SCPL operates as Principal Reseller or Undisclosed Agent:

- SCPL contracts with the Customer in its own name
- SCPL is the merchant of record
- SCPL controls ticket issuance and payment collection

- The Merchant remains responsible for fulfilment of the Experience

### 2.3 Disclosed Agent Model

Where SCPL operates as Disclosed Agent:

- The Merchant contracts directly with the Customer
- SCPL acts solely as intermediary
- SCPL collects payment on behalf of the Merchant

2.4 Nothing in this Agreement restricts SCPL from operating different Sales Models across different Experiences or transactions.

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## 3. Merchant Obligations

3.1 Merchant confirms they are the principal and supplier of the Experiences.

3.2 Merchant will provide full and accurate information on pricing, schedules, restrictions, availability, and Experience content, and keep this updated.

3.3 Merchant agrees to honour all valid Tickets issued on its behalf.

3.4 Merchant is solely responsible for the provision, safety and performance of the Experience, including changes, cancellations, rescheduling, and no-shows.

3.5 Merchant will supply SCPL with clear customer-service rules, policies and parameters for cancellations, amendments and refunds.

3.6 Merchant agrees to respond promptly to escalated Customer enquiries passed on by SCPL.

3.7 Merchant shall promptly notify SCPL of any change to the VAT liability of its admissions, including changes between standard-rated, reduced-rated, zero-rated or exempt status.

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## 4. SCPL Obligations

4.1 SCPL will advertise and facilitate the sale of Tickets on the Merchant's behalf.

4.2 The identification of the Merchant to Customers shall depend on the Sales Model:

- Disclosed Agent: Merchant must be identified at checkout
- Undisclosed Agent / Principal: Merchant may not be identified at checkout

### 4.3 First-Line Customer Support

SCPL will provide first-line customer support strictly as agent for the Merchant. This includes:

- answering basic booking enquiries,

- providing information supplied by the Merchant,
- facilitating amendments or cancellations permitted under the Merchant's policies,
- communicating Merchant policies to Customers, and
- relaying messages between Customer and Merchant.

SCPL does not provide operational, fulfilment or performance-related support. Responsibility for service delivery remains exclusively with the Merchant.

4.4 SCPL will promptly escalate any Experience-related issues to the Merchant where they require operational input, judgement, or resolution.

4.5 SCPL will not make discretionary decisions on refunds or goodwill gestures; it will act only within Merchant-approved policies.

4.6 Where SCPL operates as Principal or Undisclosed Agent, SCPL may issue tickets in its own name and manage the booking lifecycle directly with Customers.

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## 5. Ticketing Requirements

5.1 Ticket issuance and branding shall reflect the applicable Sales Model:

- Disclosed Agent: issued in Merchant name
- Undisclosed Agent / Principal: may be issued in SCPL name

5.2 Ticket issuance in SCPL's name does not transfer fulfilment responsibility to SCPL unless SCPL is acting as Principal.

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## 6. Pricing

6.1 The Merchant sets all Ticket prices.

6.2 SCPL does not modify Ticket prices except where:

- a) a written pricing mandate exists; or
- b) SCPL mirrors the Merchant's pricing from an approved API or automated source; or
- c) SCPL has the right to enforce price parity to reflect lowest online prices available for the Merchants Tickets.

### 6.3 Price Parity

The Merchant shall ensure that the price of any Experience or Ticket made available through the Platform is no less favourable than the price offered:

- (a) on the Merchant's own direct sales channels; or
- (b) through any third-party distributors, resellers, agents or marketplaces.

For the avoidance of doubt, the Merchant shall not offer Tickets at a lower price, or on more favourable commercial terms (including bundled value, discounts, or added benefits), through any other channel without making such pricing or terms equally available to SCPL.

SCPL reserves the right to take corrective action, including adjusting pricing, suspending listings, or withholding promotion, where a breach of this clause is identified.

#### 6.4 Booking Fees

Unless expressly agreed in a separate written service agreement, SCPL shall not apply any Merchant and/or technology partner-requested booking fee, surcharge, or additional charge to Customers.

SCPL reserves the right, at its sole discretion, to apply its own booking fees, service charges or platform fees in connection with the sale of Tickets.

Any such fees applied by SCPL shall be determined and controlled solely by SCPL and may vary by Experience, channel, or commercial model.

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### 7. Payment Collection (Agency Basis)

#### 7.1 Payment handling depends on the Sales Model:

##### (a) Principal Reseller / Undisclosed Agent

- SCPL collects payment as principal
- Ticket revenue is revenue of SCPL
- The Merchant is paid a net agreed rate

##### (b) Disclosed Agent

- SCPL collects funds on behalf of the Merchant
- Ticket revenue is client money
- SCPL retains commission and remits balance

7.2 The parties agree that accounting and VAT treatment will follow the applicable Sales Model.

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### 8. Commission & Invoicing (Intermediary Services)

#### 8.1 VAT treatment reflects the applicable Sales Model:

##### Principal / Undisclosed Agent:

- VAT applies to the full ticket value

Disclosed Agent:

- VAT applies only to SCPL commission

8.2 The Merchant acknowledges that pricing structures may reflect:

- net rates (Principal / Undisclosed Agent), or
- commission models (Disclosed Agent)

8.3 Self-billing may be used where applicable.

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## 9. Customer Terms, Disclosures & Tax Receipts

9.1 Where SCPL operates under a disclosed agency Sales Model, Customers will be presented at checkout with:

- (a) the Merchant's name as supplier;
- (b) a link to the Merchant's terms and conditions; and
- (c) a statement of SCPL's agency role.

9.2 Where SCPL operates under an undisclosed agency Sales Model, SCPL may present its own consumer-facing terms to Customers, without identifying the Merchant at checkout.

9.3 Nothing in this Agreement requires SCPL to disclose the identity of the Merchant to Customers where doing so would be inconsistent with the applicable Sales Model.

9.4 Where SCPL acts as Principal or Undisclosed Agent:

- The Customer contract is with SCPL
  - SCPL determines applicable consumer terms
  - The Merchant may not be disclosed at checkout
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## 10. Refunds, Cancellations & Amendments

10.1 SCPL will administer Customer requests within the Merchant's policies and only as agent.

10.2 Merchant may authorise SCPL to process refunds or amendments on their behalf, but all refund liability remains with the Merchant.

10.3 SCPL is not responsible for Experience cancellation or non-delivery.

10.4 Merchant may not impose stricter terms, conditions, or entitlements on Customers purchasing via SCPL than those applied through the Merchant's own direct or third-party sales channels.

#### 10.5 Where SCPL acts as Principal or Undisclosed Agent:

- SCPL may determine and execute refunds directly prior to redemption

#### 10.6 Where SCPL acts as Disclosed Agent:

- Refund authority remains with the Merchant
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### 11. Technology & Availability

11.1 Merchant must ensure accuracy of API feeds, availability data and pricing.

11.2 Technology partners must support a disclosed-agency model and provide SCPL with access necessary to perform agency functions.

11.3 Merchant is responsible for any errors arising from its technology or third-party integrations.

#### 11.4 Availability Parity

The Merchant shall provide SCPL with access to accurate and complete availability for all Experiences, including all dates, time slots, capacities and inventory that are made available through any other sales channel.

The Merchant shall not:

- (a) restrict SCPL to a limited or non-representative subset of availability; or
- (b) preferentially allocate high-demand or peak inventory to its own channels or selected third parties.

All availability provided to SCPL must be commercially representative of the Merchant's overall inventory offering.

SCPL reserves the right to remove or deprioritise Experiences where this obligation is not met.

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### 12. Data Protection

12.1 Merchant is the data controller for Customer data for the sole use of fulfilling the Experience as purchased.

12.2 Unless specifically agreed with SCPL in writing, the Merchant cannot use any Customer data for the purposes of marketing.

12.3 SCPL is the data processor for such data when acting on the Merchant's behalf.

12.4 Each party agrees to comply with UK GDPR and all applicable data-protection laws.

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### 13. Status of SCPL

13.1 SCPL may act as principal, undisclosed agent, or disclosed agent, depending on the Sales Model.

13.2 The parties agree that classification is determined by:

- contractual terms
  - customer presentation
  - operational control and payment flow
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### 14. Intellectual Property

14.1 You acknowledge and agree that we own all intellectual property rights in the Platform, SCPL Technology), and all other SCPL products and services as you may use from time to time. Unless otherwise stated, your use of the Platform, SCPL Technology and any other products or services provided by SCPL from time to time, is by way of a non - exclusive, perpetual, royalty-free, revocable, transferable license.

14.2 You hereby grant and agree to grant SCPL a non exclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license to, in its sole discretion, use, curate, reproduce, modify, reformat, create derivative works based upon, publicly display and perform, and otherwise use any and all text, images, videos and other content and materials provided by or published online by the Merchant (“the Merchant Materials”) for the purpose of:

14.2.1 Advertising, marketing, promoting and distributing Tickets and Inventory on or through the Platform;

14.2.2 Advertising, marketing and promoting Experiences on or through the Platform;

14.2.3 Advertising, marketing and promoting the Platform generally;

14.2.4 Performing its obligations under this Agreement.

14.3 The Merchant agrees to waive all morals rights as defined in the Copyrights, Designs and Patents Act 1988 in respect of the Merchant Materials.

14.4 In exercising its rights granted under clause 14.2, SCPL acknowledges and agrees that it will not use Merchant Materials to advertise, market or promote competitors of the Merchant.

14.5 The Merchant warrants and represents that:

- 14.5.1 It owns, or otherwise has rights sufficient to grant, the rights granted to SCPL in this Agreement with respect to all Merchant Materials provided to SCPL;
- 14.5.2 In granting the rights granted to SCPL under this Agreement, the Merchant is not infringing, misappropriating or otherwise violating the intellectual property rights of any other organisation or corporate (howsoever incorporated).
- 14.5.3 If either party becomes aware of a breach of clause 6.5.2 they will notify the other party within 48 hours.
- 14.6 The Merchant acknowledges and agrees that SCPL shall own all rights, titles and interest in any derivative works of the Merchant Materials created by or on behalf of SCPL after the Effective Date and hereby assigns to SCPL any and all rights, titles and interests that the Merchant may have to such derivative works.
- 14.7 The Merchant retains all rights, titles and interests in the Merchant Material provided to SCPL. Except as otherwise stated in this Agreement, the terms of this Agreement do not convey or grant any ownership or other rights of any kind to SCPL in the Merchant Material.
- 14.8 The Merchant will bear SCPL's legal costs associated with any legal action brought against SCPL as a result of a breach of clause 14.5 above.

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## 15. Liability & Indemnity

- 15.1 Merchant indemnifies SCPL against all claims arising from the Experience, its delivery, safety, legality, or content accuracy.
- 15.2 SCPL is liable only for its agency and technology functions, not for performance of the Experience.

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## 16. Term & Termination

- 16.1 Either party may terminate this Agreement:
- 16.1.1 Upon written notice that is equal to or exceeds the time period defined in the service agreement to the other party of its intent to terminate this Agreement; or 3 months if not defined
- 16.1.1 Upon written notice to the other if such party commits an irremediable breach of this Agreement or has repeatedly breached this Agreement, or commits a remediable breach and fails to correct such breach within 15 days following written notice specifying such breach;
- 16.1.1.1 Immediately upon:

- 16.1.1.1.1 The Merchant applying to the court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  - 16.1.1.1.2 A petition being filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Merchant (being a company);
  - 16.1.1.1.3 An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Merchant (being a company, partnership or limited liability partnership);
  - 16.1.1.1.4 The other part suspends or ceases, or threatens to suspend or cease, carrying on all, or a substantial part, of its business.
- 16.2 Minimum Term  
Unless otherwise agreed in a separate written service agreement, this Agreement shall have an initial minimum term of 12 months from the Effective Date (“Initial Term”).
- 16.3 Following the Initial Term, the Agreement shall automatically continue on a rolling basis and may be terminated by either party on not less than three (3) months’ written notice.
- 16.4 Without prejudice to the rights of termination set out hereunder, SCPL may elect to immediately take any one or more of the following steps either in lieu of, or as a precursor to, its termination of the Agreement (defined collectively as “Deactivation”):
- 16.4.1 deactivation of the Merchant’s account;
  - 16.4.2 removal of the Merchant from the Platform; and/or
  - 16.4.3 removal of any or all of the Merchant’s listings.
- 16.5 References in this Agreement to rights and obligations of a party in connection with “termination” shall be deemed to include Deactivation, and post-termination obligations shall apply equally to Supplier for the duration of any such Deactivation.
- 16.6 The Merchant will accept all Tickets purchased prior to termination or expiration of this Agreement unless requested otherwise by SCPL. Notwithstanding the foregoing, SCPL reserves the right in its sole discretion to cancel pending Tickets in circumstances where SCPL believes that it is in the best interests of Customers.
- 16.7 Upon any termination or expiration of this Agreement:
- 16.7.1 The Merchant will immediately cease all access to and use of the Platform, the SCPL Technology (defined in Schedule One) and other products, services, technology, content, and/or materials provided by SCPL to the Merchant under this Agreement;
  - 16.7.2 The Merchant shall cease to have any right to make Experiences available through the Platform; and

16.7.3 SCPL may maintain access to information provided by the Merchant or otherwise generated through the Merchant's use of the Platform.

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## 17. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior versions.

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## 18. VAT Treatment & Compliance

18.1 The parties agree that VAT treatment shall follow the applicable Sales Model in accordance with:

- VAT Act 1994
- HMRC Notice 700/7

18.2 The parties shall maintain records necessary to evidence:

- customer contracting entity
- ticket issuance
- payment flows
- supplier disclosure

18.3 Each party is responsible for its own VAT obligations arising under this Agreement.

18.4 The parties acknowledge that VAT treatment is determined by substance over form, including how transactions are presented to Customers.