

LemonBooking Terms of Service

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This document contains the terms of service published on LemonBooking.com. It is provided as an accessible, printable PDF with selectable text.

1. Parties

“The customer”

AND

Tectonic Software ApS (Ltd) operating as “LemonBooking”

Cricklade Street, Swindon, SN1 3HB

Registration number DK41622148

2. Background & purpose

2.1 LemonBooking is an all-in-one software package designed for managing venues. The customer can use LemonBooking to create calendars & booking forms to hire out their facilities, update their website, promote regular groups & activities, sell tickets for events, run membership schemes and manage sign ups for classes.

2.2 The purpose of this document is to specify the terms for the on-going use of the service for both parties [Section 1].

3. The service provided by Tectonic Software

3.1 LemonBooking is a fully cloud-based online service. All access to the system is gained through a compatible, fully updated internet browser on customer owned, or third party, equipment.

3.2 Based on the agreed payment schedule and terms [Section 5], Tectonic Software will provide the customer's authorised administrators [4.6] with access to the LemonBooking system.

3.3 When the customer starts a LemonBooking subscription, Tectonic Software will configure the software to meet the customer's basic requirements at no extra charge. This configuration is limited to; facilities, resources (equipment/services), prices (max. 50 combinations), opening hours, system settings and branding. Branding is limited to colours, logo and font. [Section 4]

3.4 Tectonic Software will provide support to the customer throughout the period of the subscription. The format of the support (help centre, email, online) depends on the pricing plan [Section 5] selected by the customer. Customer support will be provided during UK business hours (9am - 4pm, Monday - Friday) with a target response time of two working days. There is no customer support guarantee on weekends or UK public holidays. All support requests must be sent to the support email inbox to be considered valid.

3.5 The system is automatically monitored 24/7. Any hardware or system errors will be automatically reported and resolved as soon as possible - including outside normal office hours. An uptime score for the last three months is published automatically at status.lemonbooking.com.

3.6 Tectonic Software also provides data import tools, domain names and email accounts for customers with a LemonBooking subscription. These are optional extras that can be selected at the time of ordering or at a later date, as required. These additional services are only available to customers with an active subscription.

3.7 Face-to-face training is not provided by Tectonic Software but is available - if required - via affiliated third parties. The terms and conditions of face-to-face training are not covered by this document. Please contact us for further details and availability.

3.8 Tectonic Software will provide support [3.4] for up to five staff users per system. Tectonic Software does not provide support for end users (customers of the customer).

3.9 Tectonic Software does not provide customer support by telephone.

4. The customer's responsibilities

4.1 The customer is responsible for ensuring the system is configured for the specific requirements of their organisation. This includes but is not limited to; equipment, services, prices, opening hours and the availability of facilities.

4.2 The customer is responsible for entering any future and/or on-going bookings onto the booking system when they start using LemonBooking. The customer is also responsible for ensuring that they have permission from their customers to enter personal information into LemonBooking. In some cases Tectonic Software may be able to import existing data into the system. This is an additional service [3.6] and a quote for the work will be provided on request.

4.3 The customer is responsible for carrying out all administrative functions related to running the system including but not limited to; responding to booking requests, processing ticket orders, refunding payments and notifying users of changes to the availability of facilities and resources.

4.4 The customer is solely responsible for all content uploaded via the website editor.

4.5 The customer will neither include Tectonic Software in any communications with end users (customers of the customer) nor ask end users to contact Tectonic Software directly.

4.6 The customer is responsible for maintaining the list of authorised administrators (staff users).

5. Service charges

5.1 The standard service charges for LemonBooking are provided in the table below. The prices shown are for one system with up to eight facilities (bookable spaces). Additional facilities will be charged at £1 (\$1) per facility, per month. Specific details of each pricing plan - including charges for additional systems/facilities - are available at lemonbooking.com/pricing.

Facilities are counted based on the number of spaces that can be booked at the same time. For example, if you can book a hall and a meeting room separately or together - this counts as two facilities. On the other hand, if a football pitch can be booked as one whole pitch or divided into four smaller pitches, it counts as four facilities.

Customers in the UK (1 system, 8 facilities)	Annual cost (GBP)
Bronze plan	£195
Silver plan	£360
Gold plan	£595
Customers outside the UK (1 system, 8 facilities)	Annual cost (USD) *
Bronze plan	\$265
Silver plan	\$485
Gold plan	\$805

* Pricing is also available in AUD, CAD, EUR and NZD on request.

5.2 Sales tax (VAT) will be applied to subscriptions using the reverse charge mechanism. Please contact paul@lemonbooking.com if you are unsure what taxes will be applied to your subscription. Customers in the UK and Ireland - If you are VAT registered, you will need to account for the resulting VAT liability on your VAT return. If you are not VAT registered, you do not need to declare or pay VAT. However, you should be aware that the VAT liability counts towards your own VAT registration turnover threshold.

5.3 All invoices are issued with payment terms of 14 days. Other payment terms are available upon request providing the customer notifies Tectonic Software before starting a subscription. In the event that an invoice must be re-issued due to a missing PO number (or similar), the original due date will still apply. If the original due date is in the past the re-issued invoice will be due on receipt.

5.4 Access to the LemonBooking system and the service provided by Tectonic Software [Section 3] is based upon the timely receipt of payments. Tectonic Software reserves the right to withdraw access to the system and withhold other services in the event of non-payment. Tectonic Software also reserves the right to cancel the customer's subscription without the standard notice period [Section 9] in the event of non-payment.

5.5 Tectonic Software reserves the right to increase the prices [5.1] for LemonBooking. Existing customers will be notified of any price changes at least 12 months in advance.

5.6 Tectonic Software reserves the right to charge the customer £10.00 or 5% (whichever is higher) per 28 days for each overdue invoice.

5.7 There is a fee of 20p (25¢) per paid ticket sold via the ticketing module excluding refunds and cancellations. There is no charge for free tickets. VAT is applied using the reverse charge mechanism if applicable. Sales taxes may also apply to fees for ticket sales outside of the UK. Please contact paul@lemonbooking.com for details. The customer will be invoiced according to the standard terms ([5.2], [5.3], [5.6]) every three months or per £100 (\$125) - whichever comes first.

5.8 All invoices will be sent electronically by mail@lemonbooking.com, paul@lemonbooking.com or hannah@lemonbooking.com. Please make sure you whitelist these email addresses so you are able to receive your invoices.

5.9 All subscriptions to LemonBooking worth less than £1,000 (\$1,000) per year must be paid by Direct Debit (ACH Debit). Subscriptions worth £1,000 (\$1,000) or more annually can be paid by Direct Debit (ACH Debit) or bank transfer (BACS). The customer must notify Tectonic Software before starting a subscription if they can only pay by credit/debit card. We do not accept payments by cheque (check) or cash under any circumstances.

5.10 In some cases, LemonBooking may incur payment losses as a result of chargebacks, disputes or reserved transactions associated with providing card payment services on behalf of the customer. The customer agrees to reimburse LemonBooking for any such payment losses within 90 days.

5.11 The payment currency must match the invoice currency. Payments received in other currencies will be rejected and returned in full - less any currency exchange and/or transaction fees.

5.12 Tectonic Software reserves the right to charge £5 (\$6) for invoices and credit notes that need to be re-issued due to missing information and/or other changes requested by the customer.

6. Intellectual property

6.1 Tectonic Software asserts exclusive, perpetual rights to the design and source code of the LemonBooking system.

6.2 The customer is responsible for ensuring they have the appropriate rights and permissions for all data and content uploaded to the system.

7. Publicity

7.1 Tectonic Software reserves the right to make references to the customer as a user of the system in marketing materials and on the LemonBooking website. Tectonic Software also reserves the right to display a small link at the bottom of each web page generated by the LemonBooking system.

8. Data

8.1 Tectonic Software uses Amazon Web Services (AWS) to host LemonBooking. All LemonBooking customer data is stored in AWS data centres in London with the exception of any images uploaded to the system which are stored by FileStack in North Virginia, USA.

8.2 Automatic database backups are taken every 24 hours and each backup is retained for 35 days. Customers with a Gold subscription may also configure an additional backup process for their own purposes.

8.3 In the event of a major system failure, Tectonic Software guarantees not more than 48 hours of customer data will be lost.

8.4 Amazon Web Services (AWS) guarantees a minimum uptime of 99.95%. Uptime statistics for the LemonBooking application, website and API are tracked and published at status.lemonbooking.com.

8.5 Any customer data entered during a free trial period will be automatically deleted 90 days after the end of the trial period unless the trial has been converted to a paid subscription [Section 5.1], or, Tectonic Software has received specific written instructions from the customer to store the data for longer.

9. Termination of the subscription

9.1 A LemonBooking subscription can be terminated by the customer with no notice period. The customer must send their cancellation notification in writing to contact@lemonbooking.com for it to be considered valid. The cancellation will take effect on the next UK working day.

9.2 If the customer cancels their subscription [9.1], they will be refunded for any future, full, pre-paid months. Additional services such as domain names, email accounts, data imports and training are non-refundable.

9.3 Tectonic Software will store data for customers with a cancelled subscription [9.1] for 90 days and thereafter the data will be deleted permanently. For the first 30 days after a cancellation, the customer's existing staff users will have read only access to the system - including the ability to export data.

9.4 A subscription can be terminated by Tectonic Software with a notice period of 12 months. Tectonic Software also reserves the right to cancel a subscription immediately in the case of non-payment [5.4].

9.5 After a subscription has been terminated by the customer [9.1] or Tectonic Software [9.4], there is a cool down period of six months where the customer cannot sign up for a new subscription.

10. Disputes

10.1 The terms of service are subject to English law.

10.2 The parties [1] agree to attempt to settle any disputes arising from the use of the system amicably and in a timely manner - before resorting to other legal options.

11. Changes to the terms of service

11.1 Tectonic Software reserves the right to make changes to the terms of service. Any changes that affect existing customers will be announced at least 90 days in advance. The only exception to this is price changes that will be announced at least 12 months in advance [5.5] for existing customers.

Significant changes from 1.9.0

- No communication with end users [4.5]
- Changed payment terms to 14 days [5.3]
- Changed acceptable payment methods [5.9]
- Payment losses, payment currency & admin fees [5.10] [5.11] [5.12]
- Removed monthly subscription options for new customers [5.1]

End of document.