AU-TCmkt03

Website terms and conditions template: marketplace for goods; seller side

Terms and Conditions applicable to a seller of goods •••• [••••/•••]

These terms and conditions are the contract between you and [Our name] ("us", "we", etc). By visiting •••••••, ••••, ••••, •••••

[Our name] is a trade name of [company name], [Australian Company Number incorporated in the Commonwealth of Australia], ••••[•••••]

1. Definitions

"Content"	means the textual, visual or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations.
"Our Website"	means any website of ours, and includes all
"Post"	means place on or into Our Website any Content or material
"Product"	means any item offered for sale by you on Our Website,
"Service"	means all of the services available from Our Website, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

2. Our contract

2.1.

2.2.

The rela	ationship between us is solely that:						
2.1.1	in consideration of a fee charged by us, we provide for you an						
2.1.2	we act as your agent solely in the collection of \blacksquare						
2.1.3	we are not partners or joint venturers.						
If you p	lace a Product for sale on Our Website, you						

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2.3.	When you place a Product on Our Website, you will be bound to provide all the 2010.
2.4.	Although we are not a party to your contract with a buyer introduced to you via Our Website, we shall remove your Products from ■ ■ ■ ■ ■

2.5.	We may change this agreement in any way at any time. The version applicable to your contract is the version which was ** ** ** ** ** ** ** **
2.6.	Subject to this agreement and to the procedures set out on Our Website, you may •••••••••••••••••••••••••••••••••••
You	r Product placement
You a	gree that you will:
3.1.	not place any Product for sale which is not of merchantable quality or which requires for its setup or use a level of
3.2.	immediately to remove from sale on Our Website any Product which for any any .
3.3.	not re-place any Product we remove
Deli	very
4.1.	Deliveries of hard copy and physical Products will be made from your premises, by post or by a carrier instructed ••••••••••••••••••••••••••••••••••••
4.2.	You will notify both the customer and [Ourname.com.au] by email on the date of sending,
4.3.	If at any time, any customer notifies you of non-delivery within the time scale offered by you on Our Website, you will investigate immediately and tell the customer that you are
	,

4.4.	Product within [three] days of notification of order by us,
4.5.	If it is apparent that a customer has not received a Product within [15] days of the expected delivery date, you will refund money paid, including any delivery charge. This is a condition
Proc	ducts returned
You a	gree that you will at all times:
5.1.	reply promptly and in any event within [48] hours to \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
5.2.	comply with the law relating to all aspects of the contract between you and your customer, relating in particular your obligations to provide full information and accept cancellation and returns. However, you may also offer more favourable terms to
	•••••••••••
5.3.	when you have an obligation to return money to a customer for any reason, you will do so immediately, as •••••••;
5.4.	in the event that a Product ordered is not available, you will immediately •••••••;
5.5.	comply with the [Our name] procedures relating to satisfaction of an order, Products returned and payment,
5.6.	please provide information to us in respect of any claim for non-delivery and any dispute as to payment,
The	selling procedure
6.1.	[Our name] is not responsible for the fulfilment of •••••••••••••••••••••••••••••••••••

6.2.	You agree that a contract to sell a Product offered by you is a firm and binding contract as soon as •••••••••••••••••••••••••••••••••••
6.3.	Subject to discounts and promotions, Products are offered for sale at a fixed price. GST may be due and will be either included in the
6.4.	All Products may be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by you for each item offered for sale. It may be changed at your discretion.
6.5.	Products will be offered for sale and sales made, subject to the terms and conditions applicable to buyers. You accept and endorse these terms and agree to comply in all respects with the
6.6.	We shall send you a message by email at the time of each sale, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.7.	You agree to provide an adequate stock of any Product placed by you for sale through Our Website and to tell us, through ••••••••••••••••••••••••••••••••••••
God	ods and services tax
7.1.	Fees and commissions specified on Our Website ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
7.2.	If you are located in the Commonwealth of Australia, we will show and retain the amount of GST due on our charge for
7.3.	If you are located in the Commonwealth of Australia,
7.4.	[Our name] has the right to demand additional information • • • • •

8.	Our	commission and payment to you
	8.1.	We sell your Product at the price you place
	8.2.	Our fees and commissions are payable on
	8.3.	Our Website selling system is
	8.4.	The proportion of each ••••••••••••••••••••••••••••••••••••
	OR	
	8.5.	The proportion of each sale ••••••••••••••••••••••••••••••••••••
	8.6.	Where our commission is based on a percentage of the sale price, you may not
	8.7.	We will pay you • • • • [14] • • • • • • • • • • • • • • • • • •
	8.8.	If you have a bank account •••••, ••••.
	8.9.	If you do not have an account in Commonwealth of Australia , we will transfer money

	8.13.	If you or we accept any cancellation
	8.14.	If in our discretion we believe that your performance as a seller results in a significant number of charges • • • • • • • • • • • • • • • • • • •
9.	Adv	ertising your Product
		accept our offer
	9.1.	We may use the *** • ** •
	9.2.	Without prior consent of the other; neither we nor you will
	9.3.	The price charged
	9.4.	The cost of work ordered by you is payable in full,
	9.5.	We give no •••••••••••••••••••••••••••••••••••
	9.6.	We shall receive no secret commission
10.	You	r Product warranties
	10.1.	You warrant that • • • • • • • • • • • • • • • • • • •

		10.1.1	is not: illegal, obscene, abusive, ••••, ••••, ••••
		10.1.2	does not offend against
		10.1.3	is not intended • • • • • • • • • • • • • • • • • •
	10.2.		rrant that you own the copyright of
		10.2.1	to enter or upleed that Content:
			to enter or upload that Content;
		10.2.2	to receive
11.	How	we ha	andle your Content
	11.1.	If you P	ost Content to any public area of Our
		You no	w irrevocably authorise us to publish feedback,
		[You no	
	11.2.	[You no	w irrevocably authorise us to publish feedback,
	11.2.	[You no	w irrevocably authorise us to publish feedback,
	11.2. 11.3.	You no	w irrevocably authorise us to publish feedback,
	11.2. 11.3.	You no	w irrevocably authorise us to publish feedback,
	11.2.11.3.11.4.	You und	w irrevocably authorise us to publish feedback,
	11.2.11.3.11.4.	You und	w irrevocably authorise us to publish feedback,
	11.2.11.3.11.4.11.5.	Ve will Posting You und	w irrevocably authorise us to publish feedback,

12.	Restrictions on what you may Post to Our Website						
	We invite you to Post Content to Our Website for [marketing your products and services ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						
	We do not = = = = = = = = = = = = = = = = = = .						
	You agree that you will not use or						
	•••••						
	12.1. be unlawful, ••••••;						
	12.2. be obscene, ••••, ••••, ••••, ••••;						
	12.3. be sexually explicit or pornographic;						
	12.4. be likely to deceive any person or be *** , **** , ***						
	12.5. use a Posting to solicit responses						
13.	Your Posting: restricted content						
	In connection with the restrictions set out ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						
	••••••						
	In addition to the						
	13.1. hyperlinks, other than ••••••.						
	13.2. keywords or words						

11.7. Please notify us

	13.4.	inaccurate, false, or misleading information.
14.	Sec	urity of Our Website
	If you	violate = = = = = = = = = = = = = = = = = = =
		now agree that ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■
	14.1.	
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	14.4.	,;
	14.5.	
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	14.6.	
	14.7.	
15.	Сор	yright and other intellectual property rights
	15.1.	
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13.3. the name, **•••••••••••••••••**

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	15.3.							••••		••••
16.	Interru	ption t	o the S	Servic	е					
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17.	Our di	sclaime	ers							
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	17.3.3	••••		, ■ ■ ■				•••
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	18.3.2										
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19. Miscellaneous matters

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19.5.3							, ■ 1								
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19.6.		
19.7.		
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	It shall be deemed to have been delivered:	
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Explanatory notes:

Website terms and conditions template: marketplace for goods; seller side

Paragraph specific notes

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	-	$\boldsymbol{\omega}$	G					u		

2.

3.

ig notes following the numbered para	agraphs
Definitions	
defined terms which precisely descr Most visitors/users do not read your The people who do take the trouble people who expect the same attention	r business, so we cannot provide you with libe what you offer through your website. It terms (even if they have to "tick the box") to read them are likely to be the sort of on to detail from you as they themselves or services. It therefore helps you to
• • • • • • • • • • • • • • • • • • • •	
We use	You decide to change to
"Product"	"Mobile phones" / "Home wares"
"Our Website"	"The Jones Site" / "■■■■■■"
	r phrase is defined, the defined meaning over the
	ents of the document, then return to check ether they really .
Our contract	
	business is particularly important if you rolved in any ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
••••••	
This paragraph is concerned with the do and not do.	e basics of what each side is expected to
Your Product placement	

4.	Delivery
	When a business accepts payment for products or services they must supply within the
5.	Products returned
	Customers can ask for a free repair, replacement or refund, but they are not always entitled to one. For example, the consumer guarantees do not apply if you got what you asked for but simply changed your mind, found it cheaper somewhere else, decided you did not like
	We have given you some ideas.
6.	The selling procedure
	This paragraph is entirely flexible.
7.	Goods and services tax
	We have no comment.
8.	Our commission and payment to you
	There are many ways in which you might arrange to be paid. Commission percentage on sales is the most common, but you
9.	Advertising your Product
	You may not need this provision. It provides a framework
10.	Your Product warranties
	More protection for you and your • • • • ! • • • • • • • • • • • • • •
11.	How we handle your Content
	It is a question of balance and maybe how your sellers will ■ ■ ■ . ■ ■ ■ ■

This particular paragraph covers a sensitive issue, way you operate your business. You need to provimaking precise promises which could trip you up	de a balance between
Restrictions on what you may Post to Our Web	osite
This and the following two paragraphs relate directinterface between you and users of your website.	•••••
This paragraph has two purposes: the first is the o	• • • • • • • • • • • • • • • • • • • •
	•
No matter what you put in this paragraph, there is	no certainty that you may
	• • • • • • • • • • • • • • • • • • • •
Of course, ••••••••••••••••••••••••••••••••••••	
We have provided a vast • • • • • • • • • .	• • • • • • • • • • • • • • • • • • • •
	• • • • • • • • • • • • • • • • • • • •
Your Posting: restricted content	
When you allow other people to provide any mater	• • • • • • • • • • • • • • • • • • • •

14.	Security of Our Website
	Your need for this provision depends
15.	Copyright and other intellectual property rights
	Breaches of copyright happen constantly.
16.	Interruption to the Service
	As a market place site,
17.	Our disclaimers
	Exclusions of your liability. This paragraph
18.	Your indemnity to us
	We suggest no edit.
19.	Miscellaneous matters
	A number of points
	Unless you have a

End of notes