

AU-TCmkt03

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

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

[illegible]

[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 **www.ourcompany.com**.

"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. The relationship between us is solely that:

[illegible]

2.1.2 we act as your agent solely in the collection of ■■■■■■■■
■■■■■■■■■■■■■■■■■■■■.

2.1.3 we are not partners or joint venturers.

2.2. If you place a Product for sale on Our Website, you ■■■■■■
■■■■■■■■■■■■■■■■■■■■

- [illegible]

5. Products returned

You agree that you will at all times:

- 5.1. reply promptly and in any event within [48] hours to ■■■■■■■■■■
■■■■■■■■■■;
- 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, ■■■■■■■■■■
■■■■■■■■■■.

6. 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 [REDACTED].
- 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 [REDACTED]. [REDACTED], [REDACTED].
- 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. [REDACTED]. [REDACTED], [REDACTED].
- 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 [REDACTED]. [REDACTED].
- 6.6. We shall send you a message by email at the time of each sale, [REDACTED].
- 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 [REDACTED]. [REDACTED].

7. Goods and services tax

- [illegible]

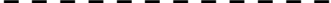
8. Our commission and payment to you

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

[illegible]

8.6. Where our commission is based on a percentage of the sale price, you may not

[illegible]

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

[illegible][illegible]

[illegible]

12. Restrictions on what you may Post to Our Website

[illegible][illegible]

You agree that you will not use or

 :

[illegible]

12.2. be obscene, ■■■■, ■■■■, ■■■■, ■■■■■■■■■■■■■■■■■■■■■;

12.3. be sexually explicit or pornographic;

[illegible][illegible]

13. Your Posting: restricted content

[illegible]

In addition to the _____ , _____
_____ :

[illegible][illegible]

19. Miscellaneous matters

[illegible][illegible]

19.3.

[The following text is represented by a grid of black squares, indicating redacted content.]

[illegible]

19.5.
:

[illegible]

19.5.2 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■:

[illegible]

[illegible]

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Explanatory notes:

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

Paragraph specific notes

Drafting notes following the numbered paragraphs

1. Definitions

[illegible]

We use

“Product”

“Our Website”

You decide to change to

“Mobile phones” / “Home wares”

"The Jones Site" / "■■■■■"

Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■■■■■■■■■■
■■■■■■■■■■.

2. Our contract

The contractual relationship in your business is particularly important if you are to avoid being deemed to be involved in any

This paragraph is concerned with the basics of what each side is expected to do and not do.

3. Your Product placement

[illegible]

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 it or you did not use the product properly. If you have a problem with your product, you should first try to resolve the problem yourself. If you cannot, you should contact the retailer or manufacturer. If you are still not satisfied, you can contact the Consumer Affairs Commission (CAC) or the Consumer Protection Board (CPB). The CAC is an independent body that helps consumers resolve their complaints. The CPB is a government body that enforces consumer protection laws. Both the CAC and the CPB can help you if you have a problem with your product.

[illegible]

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

[illegible]

10. Your Product warranties

More protection for you and your ■■■■! ■■■■■■■■■■■■■■■■■■■■■■.

11. How we handle your Content

[illegible]

[illegible]

12. Restrictions on what you may Post to Our Website

This and the following two paragraphs relate directly to aspects of the interface between you and users of your website.

[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]

[REDACTED], [REDACTED]. [REDACTED]

[REDACTED], [REDACTED]

[REDACTED], [REDACTED]

[REDACTED], [REDACTED]

[REDACTED]

[illegible][illegible][illegible]

We have provided a vast .

13. Your Posting: restricted content

When you allow other people to provide any material on your _____ , _____


_____ . _____

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

[illegible]

17. Our disclaimers

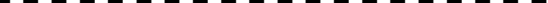
[illegible]

18. Your indemnity to us

We suggest no edit.

19. Miscellaneous matters

[illegible]

Unless you have a .

End of notes