

AU-TCmkt08

## **Website terms and conditions template: marketplace for property**

## Terms and Conditions

These terms and conditions are the contract between you and [Our name] (“us”, “we”, etc). By visiting or using Our Website,

We are [trade name], a company registered in [country], number [ ]  
[ ]

You are: Anyone who uses Our Website or

These terms are the contract between us. If you do not agree with any part, you should leave

**This is one document, one contract. The mention in headings of applicability to Sellers**

**These are the agreed terms**

### 1. Definitions

“Content” means a Property Posting and all 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. It does not include

“Contribution” means Content Posted by you.

“Intellectual Property” means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs,

“Property” means real property.

“Property Posting” means information about the Property, Posted by the

Seller under the terms as set out on Our Website, to advertise for a prospective buyer.

“Our Data”	means data which is made available to you on Our Website, even if not owned ( : ).
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the [name ]
"Post"	means place on or into Our Website any Content or material
“Service”	means all of the services available from Our Website ,
“Seller”	means a person involve in Property

## 2. Basis of Contract

- 2.1. Our Website is a market place for property buyers to meet prospective sellers. [\[In addition we provide certain services as described on Our Website\]](#) For the buyer, these are information services. Our
- 2.2. We are not a party to any transaction between Sellers and buyers. We will not be subject to any claim, if dispute arises between Seller and buyer. you acknowledge that you understand exactly what ;
- 2.3. We provide a market place for the sale or letting of Property. We are in no way responsible for anything Posted on

- 2.4. In any dispute with a Seller, you should deal only with the Seller. We have
- 2.5. We may change this agreement in any way at any time. The version applicable to your contract is the version which was

### **3. The price**

- 3.1. The prices payable for Services are clearly set
- 3.2. [Prices are inclusive of any applicable goods and services](#)

[OR](#)

- 3.3. [All money sums mentioned in this agreement are calculated net of goods and services tax or other sales](#)
- 3.4. When you subscribe for a subscription Service, that payment may not cover other Services, for which we will ask you to
- 3.5. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any

### **4. Renewal payments**

- 4.1. At least [\[four\]](#) weeks before expiry of the period, for which you have paid, we shall send you a message to your last known email address to tell you that your licence to use the
- 4.2. At any time before expiry of your subscription, you may use the “My Account” tab on Our Website to access your [\[](#)

4.3. At expiry of your [Our name] subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal [ ]

4.4. Subject to last previous sub-paragraph, you may cancel subscription Service within [15 days] after the day we confirm the renewal of your subscription. If you do [ 15 ]

4.5. Other than the limitation set out above any subscription Service cost is

## 5. Security of your credit card

We take care to make Our Website safe

5.1. Card payments are not processed on a page controlled by us. We use one or more online payment service providers who

5.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be

## 6. Your account and personal information

6.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, 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

6.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible

- 6.3. You agree to notify us of any changes in your information immediately it occurs. If you do

## 7. How we handle your data

- 7.1. Our privacy policy is strong and precise. It complies
- 7.2. If you Post a Contribution to any public area of Our Website it becomes available in the public domain. We have
- 7.3. Property Postings and other restricted information are also available in the public domain, [\[subject only to a user subscribing\]](#). It is important that material you
- 7.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Contribution that you place on
- 7.5. We will use that licence only for commercial purposes of the business of Our Website and will stop
- 7.6. Posting a Contribution does not change your ownership of the copyright in it. We have no claim over
- 7.7. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may
- 7.8. You accept all risk and responsibility for determining whether any Contribution is
- 7.9. Please notify us of any security breach or

7.10. [We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a

[ / ] ] .

## 8. Restrictions on what you may Post to Our Website

We invite you to Contribute Content to Our Website in several ways and for different purposes. We

We do not undertake to moderate or check every item Posted, but we

You agree that you will not use or allow

8.1. be unlawful,

;

8.2. consist in

,

;

8.3. be obscene,

,

,

,

;

8.4. be sexually explicit or pornographic;

8.5. use a Posting to solicit

;

8.6. include anything other than words (

);

8.7. link to

;

8.8. use distribution lists that include

;

8.9. send age-inappropriate

18 .

## 9. Sellers: Property Posting: restricted content

In connection with the restrictions set out below,

In addition to the

9.1. hyperlinks,

9.2. keywords or words

9.3. the name, logo or

9.4. inaccurate, false, or misleading information.

## 10. Our commission

*Delete this paragraph if*

10.1. We sell your Property at the price you place

10.2. Our fees and commissions are payable

10.3. Our Website selling system is

10.4. *The proportion of each*

*OR*

10.5. *The proportion of each sale*

10.6. Where our commission is based on a percentage of the sale price,



10.7. We will pay you [ 15 ]

10.8. If you have a bank account located

10.9. If you cancel the sale deal

## 11. Property sellers: terms applicable

[Delete this](#)

11.1. You understand and agree that you alone

11.2. The information you submit for a Property Posting must be accurate and

11.3. If you deal with a buyer in a way which

11.4. By registering with us, you accept that

11.5. If or when you cancel your account, we may delete all your personal

11.6. We are not obliged to delete your personal

## 12. Removal of offensive Content

12.1. For the avoidance of doubt,

12.2. We are under no obligation to monitor or record the activity of any user of Our

12.3. If you are

12.3.1 your claim or complaint must be submitted to us in the form

12.3.2 we shall remove

12.3.3 after we receive notice of

12.3.4 we may re-

12.4. In respect of any complaint made by you or any person on your

12.5. You now agree that if any complaint is made

## 13. Security of Our Website

If you violate

You now agree that \_\_\_\_\_ ,  
\_\_\_\_\_ :

13.1. modify, copy, or cause damage \_\_\_\_\_ ,  
\_\_\_\_\_ .

13.2. link to Our Website in any way that would cause the appearance  
\_\_\_\_\_ ;

13.3. download any part \_\_\_\_\_ ,  
\_\_\_\_\_ ;

13.4. collect or use \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ ;

13.5. collect or use any information obtained  
\_\_\_\_\_ ;

13.6. aggregate, copy or duplicate in any manner any of the  
\_\_\_\_\_ ,  
\_\_\_\_\_ ;

13.7. share with a  
\_\_\_\_\_ ;

13.8. Despite the above \_\_\_\_\_ ,  
\_\_\_\_\_ :

13.8.1 create a hyperlink to Our Website for the purpose of promoting  
an interest common to both of us. You can do this without  
specific \_\_\_\_\_ .  
\_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ ,  
\_\_\_\_\_ .

13.8.2 you may copy the text of any  
\_\_\_\_\_ .

## 14. Storage of data

14.1. We assume no responsibility for

14.2. We may, from time to time, set a limit on the number of messages you

14.3. You accept that we cannot

14.4. We maintain reasonable procedures for general backup of Our Data for our own

## 15. Termination

15.1. If you or we terminate

15.2. Subject to the provisions set out in paragraph three above, you may terminate this agreement at any time, for any reason,

[ / / ]

15.3. We retain the right, at our sole discretion, to terminate any and all parts

OR

15.4. We may terminate this agreement at any time,

15.5. Termination by

:

15.5.1 your right to use the Services immediately ceases;

15.5.2 we are under no obligation

;

15.5.3 in the event of such termination by us, we will [ 15 ]

15.6. There shall be no re-imburement

## 16. Interruption to Services

16.1. If it is necessary for us to interrupt the Services,

16.2.

16.3.

## 17. Intellectual Property

You agree that at all times you will:

17.1.

17.2.

;

17.3.

17.3.1 , ;

17.3.2 ;

17.3.3 , ;

17.3.4 .

17.4. .

## 18. Warnings and explanations

18.1. You use Our Website at your own risk.

18.2. , .

18.3. , , .

18.4. .

18.5. . (

16

, ).

18.6. , .

18.7.

## 19. Disclaimers and limitation of liability

19.1.

19.2.

19.3.

19.3.1 useful to you;

19.3.2 of satisfactory quality;

19.3.3 fit for a particular purpose;

19.3.4

19.4.

19.5.

19.5.1

19.5.2 delivery of Content, material or any message;

19.5.3 privacy of any transmission;

19.5.4

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19.5.5

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19.5.6

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19.5.7

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19.5.8

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19.5.9

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19.6.

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[ 12 ]

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19.7.

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19.8.

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19.8.1 indirect or consequential loss; or

19.8.2

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19.9.

[ ].

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19.10.

## 20. You indemnify us

20.1.

20.2. your breach of this agreement;

20.3.

20.4.

20.5.

.00]

\$ [ 100

20.6.

## 21. Miscellaneous matters

21.1.

21.2.

21.3.

21.4.

21.4.1

21.4.2

21.4.3

21.4.4 issue a claim in any court.

21.5.

21.6.

21.7.

21.8.

It shall be deemed to have been delivered:

;

72 ;

- : 24

. [

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21.9.

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21.10.

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21.11.

, [ ].

21.12.

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21.13.

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[ ].

# Explanatory Notes:

Website terms and conditions template: marketplace for property

## Paragraph Specific Notes:

Drafting notes following the numbered paragraphs

### 1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms

We use	you decide to change to
“Services”	“HomeSeller” / “HomePacjage” / “ ”
“Our Website”	“The Jones Site” / “ ”

But if you do change the defined word, **make sure it applies to every use**

Remember too, that when a word or phrase is defined, the defined meaning, 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. Basis of contract

Technically, you are both selling services and granting a licence for use of your website, network or other service and for

It is important to make clear when the contract comes into effect. Without specifying, your website will be regarded as an offer and payment by your client as

### **3. The price**

We have no comment

### **4. Renewal payments**

This paragraph is relevant only if you have some service for which you expect to

We have provided for auto renewal of the service provision. In law that provision is void. You cannot unilaterally renew a contract.

However, if you continue a course of action and your counter-party accepts or acquiesces, he cannot later complain

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of

### **5. Security of your credit card**

This paragraph is more for information than contractual commitment. We have included it here because many users

For payment you may have various alternatives like

### **6. Your account and personal information**

Edit as required.

### **7. How we handle your data**

It is a question of balance and maybe how your users will

This is a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up on

## **8. Restrictions on what you may Post to Our Website**

This and other two paragraphs (13 and 14) relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on,

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do

No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think

Of course, anyone who wishes

We have provided a vast menu of possibilities. We suggest that

## **9. Sellers: Property Posting: restricted content**

We have no comment. Edit as required.

## **10. Our commission**

We have no comment. Edit as required.

## **11. Property sellers: terms applicable**

We have no comment. Edit as required.

## **12. Removal of offensive Content**

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not

### **13. Security of Our Website**

There is an intentional overlap here with earlier paragraphs. We have provided

### **14. Storage of data**

This provision absolves you from any obligation to retain

### **15. Termination**

It is after termination that conflicts

### **16. Interruption to Services**

We have no comment

### **17. Intellectual Property**

Few business managers appreciate just how much IP is owned

### **18. Warnings and explanations**

This paragraph is largely an explanation for

### **19. Disclaimers and limitation of liability**

The law is complicated and much depends on the facts of

You will see that we have also included in the provision for

**20. You indemnify us**

We suggest no edits.

**21. Miscellaneous matters**

A number of special points. We have identified each of these as

**End of notes**