E-commerce terms and conditions template: retailer of goods

Terms and conditions

| These terms and conditions are the contract between you and [Our Name] ("us", "we", etc.). By visiting = = = = = = = = = = = = = = = = = = = |
|---|
| |
| I/ We are: [your business name], [a company registered in [country], •••• [••• |
| Our address is: [Address] |
| You are: Anyone who uses Our Website |
| Please read this agreement carefully and save it. If you do not agree with $\blacksquare \blacksquare \blacksquare \blacksquare$, \blacksquare |
| |

The terms and conditions:

1. Definitions

In this agreement:

| "Carrier" | means any person or business contracted by us to carry • |
|---------------|---|
| "Consumer" | means any individual who, in connection with this agreement, is acting for |
| "Content" | means any content in any form published on Our Website by us |
| "Goods" | means any of the goods we offer for sale on Our Website, or, if |
| "Our Website" | means any website of ours, and includes all |
| "Post" | means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, |

2. Interpretation

In this agreement unless the context otherwise requires:

| 2.1. | a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or \blacksquare |
|-------|---|
| 2.2. | these terms and conditions apply to all supplies of Goods by us to any customer. |
| 2.3. | any agreement by any party not to do or omit to do something includes an obligation not to allow some |
| | |
| 2.4. | [except where stated otherwise], any obligation of any person arising from this •••••••••••••••••••••••••••••••••••• |
| 2.5. | in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of |
| | |
| 2.6. | the headings to the paragraphs and schedules (if any) to ••••••••••••••••••••••••••••••••••• |
| 2.7. | a reference to an act or regulation includes new law of substantially the |
| 2.8. | in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of ••••••••••••••••••••••••••••••••••• |
| 2.9. | these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as •••••••••••••••••••••••••••••••••• |
| 2.10. | this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or |
| | |

3. Our contract with you

| 3.1. | This agreement contains the entire agreement between the parties and supersedes all | |
|--------------------------|---|--|
| 3.2. | Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information | |
| 3.3. | If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do • • • • • | |
| 3.4. | [Because we rely on our suppliers, we / We] do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The | |
| | | |
| 3.5. | The price of Goods may be changed by us at any time. We will never change a price so as to affect the •••••••••••••••••••••••••••••••••• | |
| 3.6. | If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; | |
| 3.7. | We do not sell the Goods in all countries. We may refuse to deliver the Goods if | |
| Acceptance of your order | | |

| | Goods to you. [At |
|------|---|
| | amount to any acceptance of that offer until we actually dispatch the |
| 4.1. | Your order is an offer to buy from us. Nothing that we do or say will |

OR

| 4.2. | acceptance of an order \blacksquare |
|------|---|
| AND | |
| 4.3. | At any time before the Goods are despatched, we may decline to supply \blacksquare |
| OR | |
| 4.4. | Your order is an offer to buy from us. We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| | |
| 4.5. | If we do not have all of the Goods you order in stock, we will ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| | 4.5.1 accept the alternatives we offer; |
| | 4.5.2 cancel all or part of your order. |
| Pric | e and payment |
| 5.1. | The price payable for the Goods that you order is • • • • • • • • • • • • • • • • • • |
| OR | |
| 5.2. | The price is as set out • • • • • • • • • • • • . |
| 5.3. | It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods • • • • • • • • • • • • • • • • • • • |
| 5.4. | Prices include goods and services tax ("GST"). If you show by your delivery address that you reside outside • • • • , • • • • • • • • • • • • • • |
| OR | |

| | | delivery address that you reside outside Australia, | | | |
|----|---------------------------------------|---|--|--|--|
| | 5.6. | [If the item you order is available in parts, you must pay us the full price of ••••••••••••••••••••••••••••••••••• | | | |
| | 5.7. | Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment | | | |
| | 5.8. | [Any information given by us in relation to exchange rates are approximate only .] | | | |
| | 5.9. | If, by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated • • • • , • • • • • • • • • • • • • • | | | |
| | 5.10. | The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which | | | |
| | 5.11. | If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no •••••••••••••••••••••••••••••••••• | | | |
| 6. | Sec | Security of your credit card | | | |
| | We take care to make Our Website safe | | | | |
| | 6.1. | Card payments are not processed through pages controlled by us. | | | |
| | | •••••• | | | |
| | 6.2. | If you have asked us to remember your credit card details in readiness for your next purchase • • • • • • • • • • • • • • • • • • • | | | |
| | | | | | |

Prices include goods and services tax ("GST"). If you show by your

5.5.

7. Delivery and pick up

| 7.1. | Goods are delivered within [30] |
|-------|--|
| 7.2. | Deliveries will be made by the Carrier to |
| 7.3. | If we are not able to deliver your Goods within [30] |
| 7.4. | We may deliver the Goods • • • • • • • • • • • • • • • • • • • |
| 7.5. | [Goods are sent at our risk |
| 7.6. | All Goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when |
| 7.7. | Signing "Unchecked", " • • • • • • • • • • • • • • • • • • |
| 7.8. | [Goods are sent by post. |
| 7.9. | If we agree with you to deliver on a particular day or at a particular time, we will |
| 7.10. | Some Goods will be delivered direct from the manufacturer who will |

| | | ••••••••••••••••••••••••••••••••••••••• | |
|-------|------------------------------|--|--|
| 7.11. | | Goods are so large and heavy that delivery | |
| 7.12. | | or delivery specified on the order, Output | |
| 7.13. | •••• | happy for you to pick up Goods from our shop / • • • • • • • • • • • • • • • • • • | |
| 7.14. | If you ■ | : | |
| | 7.14.1 | we will not • • • • • ; | |
| | 7.14.2 | Goods are at your risk from • • • • • • • • • • • • • • • • • • • | |
| | 7.14.3 | you agree that you are responsible for everything that happens after The state of | |
| Fore | eign ta | exes and duties | |
| 8.1. | If you are not in Australia, | | |
| 8.2. | You are | e responsible for purchasing Goods which you are | |

9. Liability for subsequent defects

| 9.1. | •••• | repair or replace Goods which fail to comply with the |
|-------|----------|--|
| | 9.1.1 | the defect must be *** *** *** *** *** *** *** *** *** * |
| | 9.1.2 | the defect = = = = = = = = = = = = = = = = = = = |
| | 9.1.3 | you have returned the |
| 9.2. | | gree that we are liable, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| 9.3. | If we re | pair or replace the Goods, you |
| | | , |
| Goo | ds ret | urned |
| These | provisio | ons apply in |
| 10.1. | | not accept returns unless there was a |
| 10.2. | •••• | you return the Goods to us, please carefully re - ■ ■ ■ ■ ■ ■ |
| 10.3. | The Go | , = = = = = = = = = . ods must be returned to = = = = = = = = = = [15 = = =]. |
| 10.4. | | , |

| | 10.4.2 | securely wrapped; |
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| | 10.4.3 | including our = = = = = = ; [= = = = = = = = = = = =] |
| | 10.4.4 | at your risk and cost. |
| 10.5. | | ocedure for return of Goods is set out on |
| | | ■■. |
| OR | | |
| 10.6. | | ust tell us by email message to [email address] that you would return Goods, specifying exactly what Goods and |
| | | |
| | | |
| | | |
| OR | | |
| 10.7. | | d instructions for returning faulty Goods are on Our Website at Please note |
| | | |
| 10.8. | In retur | ning faulty Goods please enclose |
| | | |
| 10.0 | Most of | f the Goods are covered by the manufacturer's ■ ■ ■ ■ ■ ■ ■ ■ |
| 10.9. | •••• | 12 |
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| 10.10. | | ery was made to • • • • • • • • • • • • • • • • • • |
| 10.11. | . If we a | gree = = = = = = = = = = = = = = = : |
| | 10.11.1 | refund the cost of return carriage; |
| | 10.11.2 | 2 repair or replace the Goods as we choose. |

11. Disclaimers

| 11.1. | The law | v differs from one = = = = = = = = = = . = = = = = = = = |
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| | | |
| 11.2. | All the | conditions, warranties or other terms implied |
| | | |
| 11.3. | | our Content suppliers may make improvements or ■ ■ ■ ■ ■ ■ |
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| 11.4. | | e advised that Content may include technical inaccuracies or uphical |
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| 44 5 | | e no warranty = = = = = = = = = = , = = = = = = |
| 11.5. | • | , = = = = = = : |
| | 11.5.1 | the quality of the Goods; |
| | 11.5.2 | any implied warranty or condition |
| | | - ; |
| | 11.5.3 | the correspondence of the Goods with any description; |
| | 11.5.4 | the adequacy • • • • • • • • • • • • • • • • • • • |
| | | |
| | 11.5.5 | the truth of any Content on Our Website; |
| | 11.5.6 | non-infringement of any right. |
| 11.6. | conseq | not liable in any circumstances for special, indirect or uential loss or any damages whatsoever resulting from ■ ■ ■ |
| | | |
| | | |
| | | ■■■. |
| 11.7. | Except | in the case of liability for personal injury or death, |

| 12. | You | r account with us |
|-----|---------------|--|
| | 12.1. | You agree that you have provided, and will continue |
| | 12.2. | If you use Our Website, you are |
| | 12.3. | You agree to accept responsibility for all activities that occur under your account or |
| 13. | Res | trictions on what you may Post to Our Website |
| | You a ■ ■ ■ : | gree that you will not |
| | 13.1. | be malicious or defamatory; |
| | 13.2. | consist in • • • • • • • • • • • • • • • • • ; |
| | 13.3. | be illegal, ••••, ••••, ••••; |
| | 13.4. | be sexually explicit or pornographic; |
| | 13.5. | be likely to deceive any person or be |
| | 13.6. | give the impression that it emanates from •••••••••••••••••••••••••••••••••••• |
| | 13.7. | solicit passwords or personal information from anyone; |

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| | 13.9. |
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| | 13.10. |
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| | 13.11. |
| 14. | Your Posting: restricted content |
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| | 14.1. |
| | 14.2. |
| | 14.3. |
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| | 14.4. inaccurate, false, or misleading information. |
| 15. | How we handle your Content |
| | 15.1. |
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| | 15.2. |
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| 15.3. | , | | • • | | | • | | • • | | • • | | | | • • | | | | - | • • | | - |
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| 15.6. | 1968 | • • • | | | | • | | | | • • | • | | - 1 | • | | • • | | - | • • | • | - |
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16. Removal of offensive Content

| 16.1. | | | • • • | | | | | | | | | | | | |
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| 16.2. | | ••• | | | | | | | | | • | | ■ , | , ■ | |
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| | 16.3.2 | ::: | | | | | | | | | • • | | • | | •• |
| | 16.3.3 | | | | | | | | | | | | | | |
| 16.4. | | | | - 🔳 1 | | | | • | | | • | • • | | • | •• |
| 16.5. | :::: | | | | | • • , | , ■ ■ | | | | | • • | | - | • • |
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| 10.0. | | | | | | | | | | | | | |
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| Sec | urity o | of Ou | r We | bsite | 9 | | | | | | | | |
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| 17.1. | | | | | | | | | | | | | |
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| 17.4. | | | , | | | | ••• | | ,∎∎ | | , ■ ■ | | •• |
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| 17.7. | | | | • • • | • • • | | ••• | | | | •• | | • |
| 17.8. | | | | | | , ■ ■ | • • • | • • • | | ••• | | • • • | •• |
| | 17.8.1 | | | | | | | | | | | | |

| | 17.8.2 | |
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| 18. | Indemnity | |
| | ,, | |
| | 18.1. | |
| | 18.2. your breach of this agreement; | |
| | 18.3. | |
| | 18.4. | • |
| | 18.5. | • |
| 19. | Intellectual Property | |
| | 19.1. | |
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| | 19.2. | |

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| 20.1. | | | | | | | | | | |
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| 20.4. | ••• | • • • • | | | | | | | | |

| 20.5. | |
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| 20.6. | |
| | It shall be deemed to have been delivered: |
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| 20.7. | |
| 20.8. | |
| 20.9. | |
| 20.10. | |

20.11.

Explanatory notes:

E-commerce terms and conditions template: retailer of goods

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

| 4 | 1 | D - | £: | 242 | |
|---|------------|------------|--------|-----|-----|
| 1 | l <u>-</u> | DE | et i n | ш | ons |

| Definitions | | | | | | | |
|---|---|--|--|--|--|--|--|
| Every business is different, not only in terms of the product or service being offered, but also the processes. The defined terms that •••••••••••••••••••••••••••••••••• | | | | | | | |
| • | d and replace function in your word processor to ther general adjectives, or to ••••••••••••••••••••••••••••••••• | | | | | | |
| We use | you might decide to change to | | | | | | |
| "Good" | "Products or Water Coolers"/ "■ ■ ■ ■ ■ ■ ■ " | | | | | | |
| "Our Website" | "The WaterCooler Site" / "■ ■ ■ ■ ■ ■ ■ " | | | | | | |
| • | defined word, make sure it applies to every use of nember too, that when a word or phrase is defined, | | | | | | |
| | | | | | | | |
| | n the contents of the document, then return to check led and whether they really | | | | | | |
| | | | | | | | |
| Interpretation | | | | | | | |
| Leave these items in place unless there is a good reason to edit or remove. Many of them strengthen •••••••••••••••••••••••••••••••••••• | | | | | | | |
| Our contract with you | | | | | | | |
| | | | | | | | |

3.

2.

This paragraph prevents a party from later saying he was relying on some other document = = = = = = = = = = = = = = = = .

Acceptance of your order 4.

| | This paragraph establishes the contract. This is very important in an Internet contract because there are so many places in the buying procedure where it could be |
|----|---|
| | |
| | you hold your customers' goods; or |
| | • every piece of advertising or information on • • • • • • • • • • • • • • • • • |
| | |
| | • a customer could claim goods • • • • • • • • • • • • • • • ; • |
| | • goods are provided later • • • • • • • • • • • • • • • • • • • |
| | There are three options. Make quite sure that one |
| 5. | Price and payment |
| | You must edit these paragraphs to make • • • • • • • • • • • • • • • • • • • |
| 6. | 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 |
| 7. | Delivery and pick up |
| | As for the paragraph on price and payment, there are many alternative ways that your business could work. Edit these paragraphs to suit your business. When |
| | |
| 8. | Foreign taxes and duties |
| | It is important to make this point clear if any of your sales are to other countries. It is not simply a question of avoiding expense or dealing with these matters yourself. |

| 9. | Liability for subsequent defects |
|-----|---|
| | Consumer contracts are protected by the Competition and Consumer Act 2010. You do not have to offer anything at all to foreign buyers . ■ ■ ■ ■ , ■ ■ |
| | |
| | |
| 10. | Goods returned |
| | This paragraph provides for the alternative of stating your returns policy on your website. You could argue |
| | It may be easier to edit text on a web page than to change your T&C document. The problem that may arise is that what you say on your website may not be contractually binding. If you are selling low value goods, |
| | |
| | |
| | |
| 11. | Disclaimers |
| | Disclaimers are not always binding. The law is complicated and much depends on the facts of each case. Our best advice to you is to include these disclaimers so far as they apply |
| | 2040 |
| | 2010 2010 2010 |
| 12. | Your account with us |
| | These terms provide some protection in case of customer |
| | |
| 13. | Restrictions on what you may Post to Our Website |
| | This and the following four paragraphs relate directly to aspects of the interface between you and your buyers. |

| The paragraphs in this section have two purposes: the first is the obvious and named |
|--|
| |
| |
| No matter what you put in these paragraphs, there is no certainty that you may = = = = = = = = = = = = = = = = = = = |
| |
| Of course, •••••••••••••••••••••••••••••••••••• |
| We suggest that |
| Your Posting: restricted content |
| This paragraph continues in the vein I I I I I I I I I I I I I I I I I I |
| How we handle your Content |
| It is a question of |
| |
| This particular paragraph covers a sensitive issue. You should edit to suit the way you operate |
| |
| |

| | This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one , |
|-----|---|
| 17. | Security of Our Website |
| | There is an intentional overlap here with the paragraph on |
| | ••• |
| 18. | Indemnity |
| | We suggest no edits. |
| 19. | Intellectual Property |
| | Few business managers appreciate just how • • • • • • • • • • • • • • • • • • • |
| | We suggest that ••••••••••••••••••••••••••••••••• |
| 20. | Miscellaneous matters |
| | A number of special points. |

Removal of offensive Content

16.

End of notes