

AU-TCsga07

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 ■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■.

[illegible]

Our address is: [\[Address\]](#)

You are: Anyone who uses Our Website

[illegible]

The terms and conditions:

1. Definitions

In this agreement:

"Carrier" means any person or business contracted by us to carry ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

[illegible][illegible]

"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, ■■ "■■■■■"■■■■■"
■■■■■"■■.

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2. Interpretation

In this agreement unless the context otherwise requires:

- [illegible]

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 .

4. Acceptance of your order

- [illegible]

OR

- 5.5. Prices include goods and services tax (“GST”). If you show by your 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 [15] .

6. 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

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 contact .

7.11. Some Goods are so large and heavy that delivery ■■■■■■■■■■
■■■■■■■■■■ . ■■■■■■■■■■ , ■■■■■■■■■■
■■■■■■■■■■ .

[illegible][illegible]


8.2. You are responsible for purchasing Goods which you are ■■■■■■
 ■■■■■■
 ■■■■■■
 ■.

9. Liability for subsequent defects

9.1. We will repair or replace Goods which fail to comply with the 2010 .
 , :

9.1.1 the defect must be ■■■■■■■■■■■■■■■■■■■■ [■■■■■
■■■■]■■■■■■■■■■■■■■■;

[illegible]

9.1.3 you have returned the .

9.2. If we agree that we are liable, _____

 _____.

9.3. If we repair or replace the Goods, you _____

 _____, _____.

10. Goods returned

These provisions apply in
 :

[illegible]

10.2. Before you return the Goods to us, please carefully re - ■■■■■■
 ■■■■■■
 ■■■■■■
 ■■■■, ■■■■■■.

10.3. The Goods must be returned to
 [15].

10.4. So far ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■:

10.4.1 with both Goods and \dots
 \dots ;

10.4.2 securely wrapped;

10.4.3 including our [redacted]; [redacted]
]

10.4.4 at your risk and cost.

10.5. The procedure for return of Goods is set out on [redacted]. [redacted]
[redacted], [redacted]
[redacted].

OR

10.6. You must tell us by email message to [email address] that you would
like to return Goods, specifying exactly what Goods and [redacted]
[redacted], [redacted]
[redacted]. [redacted]
[redacted]. [redacted]
[redacted], [redacted]
[redacted].

OR

10.7. Detailed instructions for returning faulty Goods are on Our Website at
[URL]. Please note [redacted]
[redacted]
[redacted]: [redacted], [redacted]
[redacted].

10.8. In returning faulty Goods please enclose [redacted]
[redacted]
[redacted].

10.9. Most of the Goods are covered by the manufacturer's [redacted]
[redacted] 12 [redacted]. [redacted]
[redacted], [redacted], [redacted].

10.10. If delivery was made to [redacted], [redacted]
[redacted] 2010.

10.11. If we agree [redacted], [redacted]:

10.11.1 refund the cost of return carriage;

10.11.2 repair or replace the Goods as we choose.

11. Disclaimers

11.1. The law differs from one

11.2. All the conditions, warranties or other terms implied ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■.

[illegible]

11.4. You are advised that Content may include technical inaccuracies or typographical

[illegible]

11.5.1 the quality of the Goods:

[illegible]

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.

[illegible][illegible]

13.9. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$;
 $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$;
 $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$;
 $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$;

[illegible]

..... ,

.....

..... .

[illegible]

14.3. ■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■ ;

[illegible]




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[illegible][illegible]

15.5.

.

[illegible]

15.7. [ ,  , ].

15.8.

[illegible]

15.10.

15.11.

17. Security of Our Website

[illegible]

..... ,

..... :

[illegible][illegible]

[illegible]

20. Miscellaneous matters

[illegible][illegible]

[illegible][illegible]

It shall be deemed to have been delivered:

[illegible]

.....
72

[illegible][illegible][illegible]

20.9. $\dots, [\dots]$.

[illegible]

Explanatory notes:

E-commerce terms and conditions template: retailer of goods



Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

[illegible]

By all means use the find and replace function in your word processor to change them, either to other general adjectives, or to ■■■■■■■■■■
■■■■■■■■■■ . ■■■■■■■■■■ :

We use	you might decide to change to
“Good”	“Products or Water Coolers”/ 
“Our Website”	“The WaterCooler Site” / 

[illegible]

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

2. Interpretation

[illegible]

3. Our contract with you

[illegible]

4. Acceptance of your order

[illegible]

- every piece of advertising or information on ■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■;■■■■■
- a customer could claim goods ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■;■
■■■
- goods are provided later ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

[illegible]

5. Price and payment

[illegible]

6. Security of your credit card

[illegible]

For payment you may have various alternatives like ■■■■■■■■■■
■■■.■■■■■■■■■■■■■■■■■■■■.

7. Delivery and pick up

[illegible]

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

[illegible]

10. Goods returned

[illegible][illegible]

11. Disclaimers

[illegible]

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

Of course, 
.

14. Your Posting: restricted content

15. How we handle your Content

[illegible]

16. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved by your site content.

[illegible]

17. Security of Our Website

[illegible]

18. Indemnity

We suggest no edits.

19. Intellectual Property

[illegible][illegible]

20. Miscellaneous matters

[illegible]

End of notes