

AU-TCsga08

## **Website terms and conditions template: retail of sourced or made to order products**

## Trading 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], number [ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ]. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ ]].

You are: Anyone who uses Our Website

[illegible]

### The terms and conditions:

## 1. Definitions

In this agreement:

"Consumer" means any individual who, in connection with this agreement, is acting for ■■■■■■■■■■  
■■■■■■■■■■.

“Content” means the textual, visual or audio content that is encountered on Our Website. It may include, among other [REDACTED] : [REDACTED] , [REDACTED] , [REDACTED] , [REDACTED] [REDACTED] .

[illegible][illegible][illegible]



### 3. Our contract with you

- [illegible]

#### 4. Acceptance of your order

- [illegible]

AND/ EITHER

- [illegible]

OR



## 6. Prices

- 6.1. Prices of Goods are shown on Our Website [ ■■■■■■■■■■■■■■■■  
■■■ ].

OR

- 6.2. Prices for Specified Goods are available on enquiry, either ■■■■■■  
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

- [illegible]

- [illegible]

OR

- [illegible]

## 7. Payment

- [illegible]

- [illegible]

- [illegible]

- [illegible]

- 7.5. 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 .....  
.....

- 7.6. 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 ] .....  
.....

## 8. Security of your credit card

We take care to make Our Website safe .....

- 8.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will .....  
.....  
.....
- 8.2. 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 .....  
.....  
.....

## 9. Delivery

- 9.1. Goods are delivered within [30 ] .....  
.....
- 9.2. [You may ..... [ .....  
..... ]].
- 9.3. Delivery of Goods will be made by the .....  
.....  
.....
- 9.4. If we are not able to deliver your Goods within [30 ] .....  
..... , .....  
..... - .....  
.....
- 9.5. We may deliver the Goods .....  
.....

- 9.6. Goods are sent at our risk until signed for by you or by any other person at the [ ] ( : “ ”)].
- 9.7. [Goods are sent by post. ]]
- 9.8. [Goods are at your ]]
- 9.9. 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 [ ] . [ ] . [ ] , [ ] .
- 9.10. Signing "Unchecked ", " " .
- 9.11. If we agree with you to deliver on a particular day or at a particular time, we will [ ] . [ ] . [ ] - [ ] .
- 9.12. Some Goods will be delivered direct from the manufacturer who will contact [ ] . [ ] , [ ] .
- 9.13. Some Goods are so large and heavy that delivery [ ] . [ ] , [ ] .
- 9.14. Time for delivery specified on the order, [ ] , [ ] .











OR

- 13.6. Detailed instructions for returning faulty Goods are on Our Website at [URL]. Please note : , .
- 13.7. In returning faulty Goods please enclose .
- 13.8. Most of the Goods are covered by the manufacturer's 12 . , , .
- 13.9. If delivery was made to a Australian , 2010
- 13.10. If we agree , :
- 13.10.1 refund the cost of return carriage;
- 13.10.2 repair or replace the Goods as we choose.

## 14. How we handle your Content

- 14.1. Our privacy policy is strong and precise. [REDACTED].
- 14.2. If you Post Content to any public area of Our [REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED].
- 14.3. We need the freedom to be able to publicise our services and your own use of them. You therefore now irrevocably grant [REDACTED]  
[REDACTED], [REDACTED], [REDACTED], [REDACTED],  
[REDACTED], [REDACTED]. [REDACTED].

- [illegible]

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

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



[illegible]

..... , .....

.....

..... .

[illegible][illegible]

16.4. inaccurate, false, or misleading information.

[illegible][illegible][illegible]







[illegible][illegible][illegible]

19.5.1 the quality of the Goods;

[illegible]

19.5.3 the correspondence of the Goods with any description;

[illegible]

**19.5.5 the truth of any Content on Our Website;**


19.5.6 compliance with any law;

19.5.7 non-infringement of any right.

[illegible][illegible]

## 20. Your account with us

[illegible][illegible]

20.3. 

## 21. Indemnity

[illegible][illegible]

21.2. your breach of this agreement;



[illegible][illegible][illegible]

## 22. Intellectual Property

[illegible]

**22.2.**

•

22.4.  99 

[illegible][illegible]

**23.4.**



[illegible]

## Explanatory notes:

## Website terms and conditions template: retail of sourced or made to order products

## Paragraphs 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**

## “Goods”

## “Robots”/ “Dolls”

## “Our Website”

“Robot Store” / “Toy Store” / “■■■■■■■■”

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. Interpretation

[illegible]

### 3. Our contract with you



This paragraph prevents a party from later saying he was relying on some other document or web site or conversation. With the exception of editing 3 . 3 , ■■■■■■■■■■■■■■■■■■■■■■.

#### 4. Acceptance of your order

[illegible]

you hold your customers' goods; or

every piece of advertising or information on ■■■■■■■■■■  
■■■■■■■■; ■■■■

---

\_\_\_\_\_

a customer could claim goods ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■; ■■■  
■

goods are provided later ■■■■■■■■■■■■■■■■■■■■■■.

[illegible]

## 5. Extra Work and approval

The “Extra Work” is whatever is necessary to change the basic product or material into the “Special Goods” - the bespoke or specified version.

## 6. Prices

[illegible]

## 7. Payment

Edit to suit your business model.

## 8. 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 ■■■■■■■■■■  
■■■.■■■■■■■■■■■■■■■■■■■■■■.

## 9. Delivery

[illegible]

## 10. 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.

.....

..... , .....

.....

.....

## 11. Risk and retention of title

[illegible]

## 12. Liability for subsequent defects

With the exception of editing the number of months in which ■■■■  
■■■■.

### 13. Goods returned

[illegible]

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

## 14. How we handle your Content

[illegible]

This and the following three paragraphs relate directly to aspects of the interface between you and your buyers.

[REDACTED]

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

[REDACTED], [REDACTED]. [REDACTED]

[REDACTED], [REDACTED]

[REDACTED], [REDACTED]

[REDACTED], [REDACTED]

[REDACTED].

No matter what you put in these paragraphs, there is no certainty that you may

\_\_\_\_\_

\_\_\_\_\_. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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## 16. Your Posting: restricted content

## 17. Removal of offensive Content

## 18. Security of Our Website

## 19. Disclaimers

## 20. Your account with us

## 21. Indemnity

We suggest no edits.

## 22. Intellectual Property

This paragraph is about protecting your IP rights ■■■■■ / ■■■■■  
 ■■■■■ . ■■■■■  
 ■■■■■ , ■■■■■  
 ■■.

## 23. Miscellaneous matters

[illegible]

## End of notes