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

Trading terms and conditions

	e terms and conditions are etc.). By visiting	e the contract between you and [Our Name] ("us",
	are [your business name	e], [a company registered in [country], number [■ ■ ■ ■ ■ ■ ■]].
You a	re: Anyone who uses Ou	r Website
Pleas ■ ■ ■	e read this agreement ca	refully and save it. If you do not agree with ■ ■ ■ , ■
The to	erms 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 ••••:••••, •••••, ••••••••••••••••••••
	"Extra Work"	means all of the work we do and materials we buy
	"Goods"	means any of the goods we offer for sale on Our Website, or, if the context requires,
	"Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights,

..............

"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website,
"Specified Goods"	means Goods which have been subject to work or
"Our Website"	means any website of ours, and includes all \blacksquare

2. Interpretation

2.7.

2.8.

Unless the context clearly requires otherwise, the interpretation of this 2.1. a reference to one gender shall include any or all genders and a 2.2. a reference to a person includes a human individual, a corporate entity and any organisation 2.3. the headings to the paragraphs of this agreement are inserted for 2.4. in the context of permission, "may not" in connection with an

•••••• 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some 2.6. a reference to an act or regulation includes new law of substantially the

these terms and conditions apply to all supplies of Goods by us to you.

3. Our contract with you

Oui	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 = = = = = = = = =].
3.5.	We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day
3.6.	The price of Goods may be changed by us at any time. We will never change a price so as to affect the
3.7.	If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website,
Acc	eptance of your order
4.1.	This paragraph applies to Goods which you buy from us as advertised,
4.2.	Your order is an offer to •••••••.
AND/	EITHER
4.3.	Nothing that we do or say will amount to any acceptance of your offer until we actually dispatch the Goods to you. [At any point up until • •

OR

4.4.	We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our message will also confirm			
AND	••••	■ j.		
AND				
4.5.	At any time before the Goods are despatched, we may decline to supply			
4.6.	If we do	o not have all of the Goods you order in stock, we will		
	••••			
	4.6.1	accept the alternatives we offer;		
	4.6.2	cancel all or part of your order.		
Extr	a Wor	k and approval of proof / sample		
5.1.	This pa	ragraph applies to Specified Goods.		
5.2.		ntract to supply Specified Goods is a contract for both the supply		
	••••			
5.3.	confirm underst we ■ ■	said or done by us is an acceptance of an order until we clear acceptance in writing, giving you details of our anding of your exact requirements. [At any point up until then,		
5.4.	_	number] [days/weeks] of entering into this contract we will [
5.5.	you mu	vish to make any change to the specification of the Extra Work, st pay us the sum we estimate that		
5.6.	If you to complet cancella	erminate this agreement before the Specified Goods are te, you agree to pay us for all of the Extra Work to the date of ation by you. In addition		

6.	Prices			
	6.1.	Prices of Goods are shown on Our Website [• • • • • • • • • • • • • • • • • •		
	OR			
	6.2.	Prices for Specified Goods are available on enquiry, either I I I I I I I I I I I I I I I I I I		
	6.3.	It is possible that the price may have increased from that posted on Our Website. If that happens, we will not dispatch the Goods • • • • • • • • • • • • • • • • • • •		
	6.4.	Prices include goods and services tax ("GST"). If you show by your delivery address that you reside outside • • • • , • • • • • • • • • • • • • •		
	OR			
	6.5.	Prices include goods and services tax ("GST"). If you show by your delivery address that you reside outside Australia,		
7.	Payment			
	7.1.	[We will not split an order. We require the full price of your order $\blacksquare \blacksquare \blacksquare$		
	7.2.	Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment		
	7.3.	[Any information given by us in relation to exchange rates are approximate only		
	7.4.	If, by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated		

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

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 *** **** **** ***** ***** ****** ***** ****** ******* ********
Seci	urity of your credit card
We ta	ke 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 • • • • • • • • • • • • • • • • • •
	for your next purchase or subscription, we will securely store your
	for your next purchase or subscription, we will securely store your payment details on our systems. These details will be • • • • • • • • • • • • • • • • • •
Deli	for your next purchase or subscription, we will securely store your payment details on our systems. These details will be • • • • • • • • • • • • • • • • • •
Deli 9.1.	for your next purchase or subscription, we will securely store your payment details on our systems. These details will be **** Very Goods are delivered within [30] ***** [You may ****** [You may ****** [You may ****** [You may ***** [You may **** [You may *** [You may ** [You may *** [You may *** [You may *** [You may ** [Y
Deli 9.1.	for your next purchase or subscription, we will securely store your payment details on our systems. These details will be very Goods are delivered within [30] [You may
	Sec

9.6.	Goods are sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by you or by any other person at the sent at our risk until signed for by any other person at the sent at our risk until signed for by any other person at t
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,

	9.15.	We are happy for you to pick up Goods from our shop/
	9.16.	If you = = = = = = = = = = = = :
		9.16.1 we will not = = = = = = ;
		9.16.2 Goods are at your risk from • • • • • • • • • • • • • • • • • • •
		9.16.3 you agree that you are responsible for everything that happens after
10.	Fore	eign taxes and duties
	10.1.	If you are not in Australia, ••••••••••••••••••••••••••••••••••••
	10.2.	You are responsible for purchasing Goods which you are
11.	Risk	and retention of title
-		oaragraph
	11.1.	Ownership of the Goods shall not pass to you until they are
	OR	
	11.2.	The Goods • • • • • • • • • • • • • • • • • • •

11.3.	• We shall deliver the Goods, • • • • • • • • • • • • • • • • • • •
11.4.	In spite of delivery having •••••, •••••:
	11.4.1 you have paid the price in full; and
	11.4.2 no other sums
11.5.	Until title to the Goods passes
	••••
11.6.	You must store the Goods (at no cost to • • • •) • • • • • • • • •
	•••••
11.7.	Despite any of the Goods remaining our property,
	•.
11.8.	Any sale or dealing shall be a sale or use
11.9.	Until title to the Goods passes from us the entire proceeds of sale of the
11.10.	. We shall be entitled to recover
11.11.	. If we ask = = = = = = = = = = = = = = = = = = =
11.12.	. If, when asked, you
11.13.	You must not pledge or in any way charge by way of security any ■ ■ ■

	11.14	••••	ust keep the Goods insured to \blacksquare	-
	11.15		we ask, you fail to deliver to	
	11.16	••:	ever we have title to any = = = = = = = = = = = = = = = = = = =	
			title to •••••••••••••••••••••••••••••••••••	
		11.16.3	all our rights in relation to •••••(•••••••	•
12.	Liab	oility fo		
12.		We will	or subsequent defects repair or replace Goods which fail to comply with the = = = = = = = = = = = = = = = = = = =	
12.		We will	or subsequent defects repair or replace Goods which fail to comply with the	
12.		We will	or subsequent defects repair or replace Goods which fail to comply with the second se	
12.		We will 12.1.1	repair or replace Goods which fail to comply with the series 2010	

12.3.		epair or replace the Goods, you
Goo	ds re	turned
These	•	ons apply in • • • • • • • • • • • • • • • • • •
13.1.		not accept returns unless there was a • • • • • • • • • • • • • • • • • •
13.2.	••••	you return Goods to us, please carefully re-
13.3.		with both Goods and •••••••••••••••••••••••••••••••••••
	13.3.2	securely wrapped;
	13.3.3	including our = = = = = = = = = = = = = = = = = = =
	13.3.4	at your risk and cost.
13.4.		ocedure for return of Goods is set out on
OR		
13.5.	like to	ust tell us by email message to [email address] that you would return Goods, specifying exactly what Goods and

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
13.9.	If delivery was made to a Australian , , , , , , , , ,
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.
How	we handle your Content
14.1.	Our privacy policy is strong and precise.
14.2.	If you Post Content to any public area of Our
14.3.	We need the freedom to be able to publicise our services and your own use of them. You therefore now irrevocably grant • • • • • • • • • • • • • • • • • • •

		vite you to Post Content to Our Website in several ways and for different ses. We
15.	Res	trictions on what you may Post to Our Website
	14.11	. [We do not solicit ideas or text for improvement of our service, but if
	14.10	. Please notify us • • • • • • • • • • • • • • • • • •
	14.9.	You accept all risk and
	14.0.	
	14 8	■ ■ . You understand that you are personally responsible for your breach of
	14.7.	Posting Content of any sort does not change your
	14.6.	You now irrevocably authorise us to publish \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	14.5.	You agree to any act or omission which may otherwise infringe
	14.4.	We will use that licence only for commercial

	not undertake to moderate or check every item Posted, but we
	,
You a	gree that you will not use or
	:
15.1.	be unlawful, ;
15.2.	consist in • • • • • • • • • • • • • • • • • •
15.3.	be sexually explicit or pornographic;
15.4.	
	•,••••;
15.5.	
15.6	;
	;
15.7.	
15.8.	
	,
	;
15.9.	
15.10.	
	;

.11												
.12.												
Your Posting: restricted content												
.1;												
.2.												
.3.												
.4. inaccurate, false, or misleading information.												
emoval of offensive Content												
.1.												
.2.												
·												

			,										
										■.			
		47.00											
		17.3.2									 	i = =	
									■ ■ ;				
		1700											
		17.3.3	••••										
			••••										
					■ ■ ;								
		1721									 		
		17.5.4											
			••••										
	17 <i>4</i>										 		
	17.7.												
								•					
							, ,			■■.			
	175										 		
	17.5.												
												, ■	
			□ .										
18.	Sec	urity c	of Our	Web	osite	!							
			= = .										
										, ■ ■	 		
							■ ■ :						
	18.1.		, ■ ■ ■	■,■									•
									, ■ ■		 		
					١.								
	18.2.									-	 		
											 -	•	
										-			-
											 -		
						■ ■ ;							
	18.3.								■ ■ ,		 	••	
				■ ;									

10.4.	;				•••	•••		•	, ■ ■		, = =		••
18.5.	::::												
18.6.			• • • •					•			••	, 	•••
18.7.													,
18.8.	::::					, ■ ■		==			•••	• • •	••
	18.8.1						,						
	18.8.2				•••	•••		•		•	••	•••	• • •
Disc	claime	rs											
19.1.					•			•			•••	•.•	•••
19.2.	••••		= , = = = = = =	•••	•••	• • •		•••		•••	•••	•••	•••

19.3.	::::	
19.4.		
19.5.		
	19.5.1	the quality of the Goods;
	19.5.2	
	19.5.3	the correspondence of the Goods with any description;
	19.5.4	•••••;
	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.
19.6.	,	
19.7.		

20.	Your account with us
	20.1.
	20.2.
	20.3.
21.	Indemnity
	21.1.
	21.2. your breach of this agreement;
	21.3.
	21.4.
	21.5.
22.	Intellectual Property
	22.1.

22.3.											 	 		
				■, 1							 	 		
											 ■.			
22.4.														
			-											
Misc	مالم	na			~ 44 <i>c</i>	\rc								
IVIISC	ella	пе	ous	• 1116	alle	#I 5								
23.1.											 	 		
23.1.														
									•					
23.2.											 	 		
23.2.														
	• • •										•			
		-	-					1			 -	 		
			-							• • .				
00.0														
23.3.														
	•••													
			-						■ , ■					
			-								-	 		
			-				••					 		
										, ■	 	 		 •
											ı . .			
23.4.												 	••	

23.5.	
23.6.	
23.7.	
	It shall be deemed to have been delivered:
	72 ;
	24
23.8.	
23.9.	
23.10.	
23.11.	

		- I												- 1	•	• 1	•					•
															•						, ■	
		= 1													•							
22.42	_			_	_	_								_	_		_				_	
23.12.							•															
	_																					• • -
	_	-			•																	

Explanatory notes:

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

Paragraphs specific notes:

Notes numbering refers to paragraph numbers.

4	1								
1		11	Δ1	ш	n	18	11	٦ı	าร
	-	$\boldsymbol{\omega}$	C I			ı		"	1.3

Definitions	
•	lifferent, not only in terms of the product or service being e processes. The defined terms that
•	ne find and replace function in your word processor to r 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 chang	e the defined word, make sure it applies to every use ■
	t when a word or phrase is defined, the defined meaning, recedence over the
	cide on the contents of the document, then return to check needed and whether they really
Interpretation	
Leave these items	in place unless there is a good reason to edit or remove.

Our contract with you 3.

■ ■ .

2.

Many of them strengthen

other document or web site or conversation. With the exception of editing 3.3 4. Acceptance of your order 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 claimed that the contract has been completed. By leaving the point at which the you hold your customers' goods; or a customer could claim goods - - - - - - - - - - - - - - - - - - ; - - goods are provided later - - - - - - - - - - - - - - - - - - . There are three options. Make quite sure that one 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** 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

This paragraph prevents a party from later saying he was relying on some

9.	Delivery
	As for the paragraphs on price and payment, there are many alternative ways that your business could work. Edit these paragraphs to suit your business.
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
	This paragraph is drawn largely to protect you against a receiver or administrator. Use of depends on your assessment of risk and your business model. It
12.	Liability for subsequent defects
	With the exception of editing the number of months in which \blacksquare
13.	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

For payment you may have various alternatives like \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

14.	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
15.	Restrictions on what you may Post to Our Website
	This and the following three 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
16.	Your Posting: restricted content
	This paragraph continues in the vein
17.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one
	,
18.	Security of Our Website
	There is an intentional overlap here with the paragraph on
	•••
19.	Disclaimers
	Disclaimers are not always binding. The law is complicated and much depends on the facts of
	2010
20.	Your account with us
	These terms provide some protection in case of customer • • • • • • • • • • • • • • • • • • •

Indemnity

23. Miscellaneous matters

A number of special points.

End of notes