AU-TCsga10

Website terms and conditions template: retailer of goods part designed by site visitors

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], ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■], ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■]].

You are: anyone who uses Our Website

Our Website is: [home page URL]

Please read this agreement carefully and save it. If you do not agree with ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, [redacted] "[redacted]" [redacted] "[redacted]" [redacted];
“Products”	means any of the products we offer for sale on Our Website, or, if [redacted], [redacted].

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 [redacted], [redacted], [redacted].

2.2. these terms and conditions apply to all supplies of Products by us to any customer. [redacted].

2.3. any agreement by either party not to do or omit to do something includes an obligation not to allow some [redacted].

2.4. [except where stated otherwise], any obligation of any person arising from this [redacted].

2.5. in this agreement references to a party include references to a person to whom relevant rights and obligations are transferred or passed as a result of [redacted], [redacted], [redacted] - [redacted].

2.6. the headings to the paragraphs and schedules (if any) to [redacted].

2.7. a reference to an act or regulation includes new law of substantially the [redacted].

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2.8. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Products and so far as [redacted] .

2.9. 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 [redacted] .

3. Our contract with you

3.1. This agreement contains the entire agreement between the parties and supersedes all [redacted] .

3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information [redacted] .

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 [redacted] .

3.4. [Because we rely on our suppliers, we / We] do not guarantee [redacted] .

3.5. We may change these terms from time to time. The terms that apply to you are those posted [redacted] .

3.6. The price of Products may be changed by us at any time. We will never change a price so as to affect the [redacted] .

3.7. If in future, you buy Products from us under any arrangement which does not involve your payment via Our Website; [redacted] .

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4. Our contract with you as a designer of your Created Work

This and the following paragraph apply only to our relationship with someone who offers work to us, ■ ■ ■

5.3.2 perpetual and exclusive;

5.3.3 for use throughout the World;

5.3.4 for use or resale by us or any ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

5.3.5 fully assignable and sub-licensable;

5.3.6 such that we may incorporate all or part of your ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

6.5.2 cancel all or part of your order.

7. Price and payment

7.1. Prices of Products are shown on Our Website [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■].

7.2. It is possible that the price may have increased from that Posted on Our Website. If that happens, we will not send your order ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

no ■ ■ ■ ■ ■ ■ ■ ■ [15] ■ ■ ■ ■ ■ ■ ■ ■

9.6. In the event of cancellation of an order by [redacted] [15] [redacted] .

9.7. To assist us in identifying your Products on receipt by [redacted] , [redacted] [[redacted]] [redacted] / [redacted] .

10. Delivery

10.1. Products are delivered within [30] [redacted] .

10.2. Deliveries will be made by the carrier [redacted] . [redacted] .

10.3. If we are not able to deliver your Products within [30] [redacted] , [redacted] - [redacted] .

10.4. We may deliver the Products [redacted] .

10.5. [Products are sent at our risk [redacted] .]

10.6. All Products 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 [redacted] . [redacted] . [redacted] , [redacted] .

10.7. Signing "Unchecked", " [redacted] " [redacted] .

10.8. [Products are sent by post. [redacted] .]

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10.9. If we agree with you to deliver on a particular day or at a particular time, we will [redacted].

10.10. Some Products are so large and heavy that delivery [redacted].

10.11. Time for delivery specified on the order, [redacted].

10.12. We are happy for you to pick up Products from our shop/ [redacted]. [[redacted]].

10.13. If you [redacted]:

10.14. we will not [redacted];

10.14.1 Products are at your risk from [redacted] / [redacted];

10.14.2 you agree that you are responsible for everything that happens after [redacted].

11. Foreign taxes and duties

11.1. If you are not in Australia, [redacted].

11.2. You are responsible for purchasing Products which you are [redacted].

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12. Risk and retention of title

*[Delete this paragraph ■■■

[redacted].

12.10. We shall be entitled to recover [redacted].

12.11. If we ask [redacted].

12.12. If, when asked, you [redacted], [redacted].

12.13. You must not pledge or in any way charge by way of security any [redacted]. [redacted], [redacted], [redacted].

12.14. You must keep the Products insured to [redacted] ‘[redacted].

12.15. If, when we ask, you fail to deliver to [redacted], [redacted].

12.16. While ever we have title to any [redacted], [redacted], [redacted]:

12.16.1 title to [redacted];

12.16.2 you shall hold such products as [redacted].

12.16.3 all our rights in relation to [redacted] ([redacted]) [redacted].

13. Liability for subsequent defects

13.1. We will repair or replace Products which fail to comply with the [redacted] 2010 [redacted]

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[redacted]. [redacted], [redacted]:

13.1.1 the defect must be [redacted] [[redacted]] [redacted];

13.1.2 the defect [redacted];

13.1.3 you have returned the [redacted].

13.2. If we agree that we are liable, [redacted].

13.3. If we repair or replace Products, you have [redacted], [redacted].

14. Products returned

These provisions apply in [redacted]:

14.1. We do not accept returns unless you buy as a Consumer, [redacted], [redacted].

14.2. Before you return a Product to us, please carefully re- [redacted], [redacted].

14.3. The Products must be [redacted].

14.4. So far [redacted], [redacted]:

14.4.1 with both Product and [redacted];

14.4.2 securely wrapped;

14.4.3 including our delivery slip;

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14.4.4 at your risk and cost.

14.5. The procedure for return of Products is set out on [redacted].

OR

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

OR

14.7. Detailed instructions for returning a faulty Product are on Our Website at [URL]. Please [redacted].

14.8. In returning a faulty Product please [redacted].

14.9. If delivery was made to Australian address, [redacted] 2010 .

14.10. If we agree [redacted]:

14.10.1 refund the cost of return carriage;

14.10.2 repair or replace the Product as we choose.

15. Disclaimers

15.1. The law differs from one [redacted].

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15.2. All conditions, warranties or other terms implied by [redacted] .

15.3. We or our Content suppliers may make improvements or [redacted] , [redacted] , [redacted] , [redacted] .

15.4. You are advised that Content may include technical inaccuracies or typographical [redacted] . [redacted] . [redacted] , [redacted] .

15.5. We give no warranty [redacted] , [redacted] , [redacted] :

15.5.1 the quality of the Products;

15.5.2 any implied warranty or condition [redacted] ;

15.5.3 the correspondence of the Products with any description;

15.5.4 the adequacy [redacted] ;

15.5.5 the truth of any Content on Our Website;

15.5.6 compliance with any law;

15.5.7 non-infringement of any right.

15.6. [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

15.7. [redacted] , [redacted] , [redacted] , [redacted] .

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16. Your account with us

16.1. [redacted], [redacted], [redacted], [redacted]. [redacted].

16.2. [redacted], [redacted].

16.3. [redacted]. [redacted].

17. Restrictions on what you may Post to Our Website

17.1. [redacted]:

17.1.1 be malicious or defamatory;

17.1.2 [redacted], [redacted];

17.1.3 [redacted], [redacted], [redacted], [redacted];

17.1.4 be sexually explicit or pornographic;

17.1.5 [redacted], [redacted], [redacted];

17.1.6 [redacted];

17.1.7 solicit passwords or personal information from anyone;

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17.1.8 [redacted];

17.1.9 [redacted] ([redacted]. [redacted]. [redacted]) [redacted];

17.1.10 [redacted].

17.1.11 [redacted], [redacted].

17.1.12 [redacted] - [redacted] 18 .

18. Your Posting: restricted content

[redacted], [redacted].

[redacted], [redacted]:

18.1. [redacted], [redacted];

18.2. [redacted], [redacted].

18.3. [redacted], [redacted].

18.4. inaccurate, false, or misleading information.

19. How we handle your Content

19.1. [redacted]. [redacted] [[redacted]].

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19.2. [redacted]

19.3. [redacted]

19.4. [redacted]

19.5. [redacted] 1968 .

19.6. [[redacted].]

19.7. [redacted]

19.8. [redacted];

19.9. [redacted].

19.10. [redacted].

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19.11. [[redacted], [redacted], [redacted] [[redacted]] [redacted].]

20. Removal of offensive Content

20.1. [redacted], [redacted].

20.2. [redacted], [redacted]-[redacted].[redacted], [redacted].

20.3. [redacted], [redacted]:

20.3.1 [redacted], [redacted].[redacted].

20.3.2 [redacted];

20.3.3 [redacted], [redacted];

20.3.4 [redacted]-[redacted].

20.4. [redacted], [redacted], [redacted], [redacted].

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20.5. [redacted], [redacted].

21. Security of Our Website

[redacted].

[redacted]:

21.1. [redacted], [redacted], [redacted], [redacted].

21.2. [redacted];

21.3. [redacted], [redacted];

21.4. [redacted], [redacted], [redacted];

21.5. [redacted];

21.6. [redacted], [redacted], [redacted];

21.7. [redacted];

21.8. [redacted], [redacted]:

21.8.1 [redacted]

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[redacted].

21.8.2 [redacted].

22. Indemnity

[redacted]:

22.1. [redacted];

22.2. your breach of this agreement;

22.3. [redacted];

22.4. [redacted];

22.5. [redacted].

23. Intellectual Property

23.1. [redacted]).

23.2. [redacted]

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[redacted].

23.3. [redacted].

23.4. [redacted].

24. Miscellaneous matters

24.1. [redacted].

24.2. [redacted].

24.3. [redacted].

24.4. [redacted].

24.5. [redacted]

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[redacted].

24.6. [redacted] - [redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted] - [redacted] - [redacted]: [redacted] 24 [redacted] - [redacted]. [[redacted] - [redacted]. [redacted], [redacted]]

24.7. [redacted], [redacted].

24.8. [redacted], [redacted], [redacted].

24.9. [redacted], [[redacted]].

24.10. [redacted], [redacted].

24.11. [redacted], [redacted]

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[redacted]

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Explanatory notes:

Website terms and conditions template: retailer of goods part designed by site visitors

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

Every business is different, not only in terms of the product or service being offered, but also the processes. The defined terms that ■ ■ ■

4. Our contract with you as a designer of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

This and the next paragraph deal with your contractual relationship with anyone who comes onto your site to upload any sort of created work. This paragraph covers contractual ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

could be ■ ■ ■

matters yourself. [redacted] , [redacted] .

12. Risk and retention of title

This carefully assembled paragraph contains points connected with preservation of your title against a receiver or liquidator of your customer. [redacted] ([redacted]), [redacted] , [redacted] .

13. Liability for subsequent defects

With the exception of editing the number of months in which [redacted] , [redacted] .

You do not have to offer anything at all to foreign buyers. However, you might decide [redacted] .

14. Products returned

This paragraph provides for the alternative of stating [redacted] . [redacted] .

It may be easier to edit text on a web page than to change your T&C document. The problem [redacted] . [redacted] , [redacted] , [redacted] , [redacted] . [redacted] & [redacted] .

15. Disclaimers

Disclaimers are not always binding. The law is complicated and much depends on the facts of [redacted] . [redacted] , [redacted]

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[redacted] 2010 .

16. Your account with us

These terms provide some protection in case of customer [redacted] .

17. 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. [redacted] .

The paragraphs in this section have two purposes: the first is the obvious and named [redacted] .

No matter what you put in these paragraphs, there is no certainty that you may [redacted] .

Of course, [redacted] .

We suggest that [redacted] .

18. Your Posting: restricted content

This paragraph continues in the vein [redacted] .

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19. How we handle your Content

It is a question of [redacted].

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate [redacted].

20. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one [redacted].

21. Security of Our Website

There is an intentional overlap here with the paragraph on [redacted].

22. Indemnity

We suggest no edits.

23. Intellectual Property

Few business managers appreciate just how [redacted].

We suggest that [redacted].

24. Miscellaneous matters

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A number of special points. [redacted], [redacted].

End of notes

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