

CA-TCsga08

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

## **Trading terms and conditions**

You are: anyone who uses Our Website

#### **The terms and conditions:**

## 1. Definitions

In this agreement:

“Extra Work” means all of the work we do and materials we buy ■  


## 2. Interpretation

### **3. Our contract with you**



#### **4. Acceptance of your order**



## AND EITHER



OR

AND



## **5. Extra Work and approval of Proof / Sample**

- 5.1. This paragraph applies to Specified Goods.
  - 5.2. Our contract to supply Specified Goods is a contract for both the supply of Goods and [REDACTED] .
  - 5.3. Nothing said or done by us is an acceptance of an order until we confirm clear acceptance in writing, giving you details of our understanding of your exact requirements. [At any point up until then, we [REDACTED] ].  
[REDACTED], [REDACTED].
  - 5.4. Within [number] [days/weeks] of entering into this contract we will submit [REDACTED] / [REDACTED] .
  - 5.5. If you wish to make any change to the specification of the Extra Work, you must pay us the sum we estimate that [REDACTED] .
  - 5.6. If you terminate this agreement before the Specified Goods are complete, you agree to pay us for all of the Extra Work to the date of cancellation by you. In addition you will [REDACTED] - [REDACTED] [ 30 ] % [REDACTED].

## 6. Prices

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

OR



OR



## 7. Payment

- 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 later than [ 15 ] days from the date of the relevant transaction.

## 8. Security of your [credit card]

- 8.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will [REDACTED]  
[REDACTED].
  - 8.2. If you have asked us to remember your credit card details in readiness for your next purchase [REDACTED], [REDACTED]  
[REDACTED].  
[REDACTED]

## **9. Delivery**



9.15. We are happy for you to pick up Goods from our shop / [REDACTED]  
[REDACTED] . [REDACTED]  
[REDACTED].

## **10. Foreign taxes and duties**

## **11. Risk and retention of title**

*[Delete this paragraph] [REDACTED]*

OR

- 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. You must keep the Goods insured to .....  
.....  
.....

11.15. If, when we ask, you fail to deliver to .....  
.....  
.....  
.....

11.16. While ever we have title to any ..... , .....  
..... , .....  
..... :

11.16.1 title to ..... ;  
11.16.2 you shall hold such goods as .....  
.....  
.....

11.16.3 all our rights in relation to ..... ( .....  
..... ) .....  
.....

## 12. Liability for subsequent defects

12.1. Please examine the Goods received from us immediately you receive them. ....  
..... 30 ....  
..... , ....  
..... .

12.2. The procedure ....  
..... :

12.2.1 the Goods must be returned to us as ....  
..... [ ....  
..... ] ....

12.2.2 before you return the Goods to us, please carefully re-....  
..... [ ....  
..... , .... ] ....

[REDACTED], [REDACTED] / [REDACTED]  
].

12.2.3 please follow the returns procedure [provided on our website /  
set out on the [REDACTED]  
[REDACTED] / [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].]

12.3. We will [REDACTED]  
:

12.3.1 we receive [REDACTED]  
[REDACTED].

12.3.2 you comply with our returns [REDACTED]. [REDACTED]  
[REDACTED].

12.3.3 you tell us clearly what is the fault you [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

12.4. If any [REDACTED], [REDACTED]:

12.4.1 repair or replace the Goods, or

12.4.2 refund the full cost [REDACTED]  
[REDACTED].

12.5. If delivery was made to a Canadian [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

## 13. How we handle your Content

13.1. Our privacy policy is strong and precise. [REDACTED]  
[REDACTED] 2000 [REDACTED]  
[REDACTED] [REDACTED].

13.2. If you Post Content to any public area of Our [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].



#### **14. Restrictions on what you may Post to Our Website**

You agree that you will not use or [REDACTED]  
[REDACTED]  
[REDACTED];

- 14.9. include anything other than words (i.e. ██████████  
███████████ ) ██████████  
███████████ ;
- 14.10. link to ██████████ ██████████ ██████████ ;
- 14.11. use distribution lists that include ██████████  
███████████ ;
- 14.12. send age-inappropriate ██████████  
███████████ 18 .

## **15. Your Posting: restricted content**

- ███████████ , ██████████  
███████████ ██████████  
███████████ .
- ███████████ , ██████████  
███████████ :
- 15.1. ██████████ , ██████████ ;
  - 15.2. ██████████ , ██████████  
███████████ .
  - 15.3. ██████████ , ██████████  
███████████ .
  - 15.4. inaccurate, false, or misleading information.

## **16. Removal of offensive Content**

- 16.1. ██████████ , ██████████  
███████████  
███████████ .
- 16.2. ██████████  
███████████  
███████████ , ██████████  
███████████ . ██████████ , ██████████

- .....  
.....
- 16.3. ...., ....  
.....;
- 16.4. ...., ....  
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- 16.4.1 ....;  
.....;
- 16.4.2 ...., ....  
.....;  
.....;
- 16.4.3 ....  
.....
- 16.5. ...., ....  
....., ....  
....., ....  
....., ....
- 16.6. ....  
.....  
....., ....  
.....

## 17. Security of Our Website

- .....  
.....
- ....., ....  
.....;
- 17.1. ...., ...., ....  
....., ....  
.....



## **18. Disclaimers**

### 18.6.3 privacy of any transmission;

OR

18.11. ( ), , , , , , , .

18.12. [ ] , [ ]. [ ]

## **19. Your account with us**

## **20. Indemnity**

20.2. your breach of this agreement;

## **21. Intellectual Property**

- .....
- 21.3. ....  
....., ....  
.....
- 21.4. ....  
.....  
..... 99 .....,  
.....

## 22. Miscellaneous matters

- 22.1. ....  
.....  
.....  
.....
- 22.2. ....  
....., .... ( .... )  
....., ....  
.....  
....., ....  
.....  
.....
- 22.3. ....  
....., ...., ...., ....  
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....., ....  
.....  
.....
- 22.4. ....  
.....  
.....

It shall be deemed to have been delivered:

■ ■ ■ ;  
■ ■ ■ 72 ■ ■ ■ ;  
■ ■ ■ - ■ ■ ■ : ■ ■ ■ 24 ■ ■ ■ ;  
■ ■ ■ - ■ ■ ■ ;



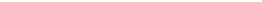
## Explanatory notes:

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

## Paragraphs specific notes:

Notes numbering refers to paragraph numbers.

## 1. Definitions

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** ■



## 2. Interpretation

### **3. Our contract with you**

#### **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 [REDACTED], [REDACTED]  
[REDACTED] :

you hold your customers' goods; or

## **5. Extra Work and approval**

## 6. Prices

## **7. Payment**

Edit to suit your business model.

## **8. Security of your credit card**

## **9. Delivery**

## **10. Foreign taxes and duties**

## **11. Risk and retention of title**

## **12. Liability for subsequent defects**

## **13. How we handle your Content**

It is a question of balance and maybe how your buyers will ■ ■ ■ ■ . ■ ■ ■ ■



#### **14. Restrictions on what you may Post to Our Website**

## **15. Your Posting: restricted content**

## 16. Removal of offensive Content

## **17. Security of Our Website**

There is an intentional overlap here with the paragraph on ██████████  
██████████.  
██████████.  
██████████.  
██████████.

## **18. Disclaimers**

Disclaimers are not always binding. The law is complicated and much depends ██████████  
██████████.  
██████████, ██████████  
██████████.  
██████████.

You will see that we have also included in the provision for ██████████  
██████████.  
██████████.  
██████████.  
██████████.

## **19. Your account with us**

These terms provide some protection in case of customer ██████████  
██████████.  
██████████.  
██████████, ██████████.

## **20. Indemnity**

We suggest no edits.

## **21. Intellectual Property**

This paragraph is about protecting your IP rights ██████████ / ██████████  
██████████.  
██████████.  
██████████.

## **22. Miscellaneous matters**

A number of special points. ██████████  
██████████.  
██████████.

## End of notes