

IN-TCmkt03

Website terms and conditions template: marketplace for goods; seller side

Terms and Conditions applicable to a seller of goods using [\[your name / URL\]](#)

These terms and conditions are the contract between you and [\[Ourname\]](#) Ltd (“us”, “we”, etc). By visiting

[\[Ourname\]](#) is a trade name of [\[company name\]](#), [\[company number\]](#), whose [
/] []

1. Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations.
“Our Website”	means any website of ours, and includes all
“Post”	means place on or into Our Website any Content or material
“Product”	means any item offered for sale by you on Our Website,
“Service”	means all of the services available from Our Website,

2. Our contract

- 2.1. The relationship between us is solely that:
 - 2.1.1 in consideration of a fee charged by us, we provide for you an
 - 2.1.2 we act as your agent solely in the collection of money
 - 2.1.3 we are not publishers, partners

- 2.2. If you place a Product for sale on the website, you
- 2.3. We may change this agreement in any way at any time. The version applicable to your contract is the version which was
- 2.4. Although we are not a party to your contract with a buyer introduced to you via Our Website, we shall remove your products from
- 2.5. Subject to this agreement and to the procedures set out in our web pages, you

3. Your Product placement

You agree:

- 3.1. to indemnify us against any claim by any person in respect of any Product,
- 3.2. to indemnify us for any expense incurred by us in protecting the reputation of our business by making any payment to a customer of yours in circumstances where you
- 3.3. not knowingly to place any Product for sale which is not of merchantable quality or which requires for its setup or use a level
- 3.4. to make suitable arrangements for the delivery of each Product, including packaging and carriage, so that you can
- 3.5. immediately to remove from sale on Our Website any product which for any
- 3.6. not to re-place any Product we

4. Delivery

- 4.1. Deliveries of hard copy and physical products will be made from your premises, by
- 4.2. You will notify both the customer and [\[Ourname\].\[co.in\]](#) by email on the date of sending,
- 4.3. If at any time, any customer notifies you of non-delivery within the time scale offered by you on Our Website, you will investigate immediately and tell the customer that you are
- 4.4. In the absence of information to the contrary, you agree to despatch a product within three days of notification of order by us, by
- 4.5. If it is apparent that a customer has not received a product within [\[fourteen\]](#) days of the expected delivery date, you will refund money paid, including any delivery charge. This is a condition

5. Products returned

You agree that you will at all times:

- 5.1. reply promptly and in any event within [\[48\]](#) hours to
- 5.2. comply with the law relating to all aspects of the
- 5.3. when you have an obligation to return money to a customer for any reason, you will do so immediately in line &
- 5.4. in the event that goods bought are not available,

- 5.5. comply with the [Ourname] procedures relating to satisfaction of an order, goods returned and payment, as
- 5.6. please provide information to us in respect of any claim for non-delivery and any dispute as to payment,

6. The selling procedure

- 6.1. [Ourname] is not responsible for the fulfilment of
- 6.2. Products may be offered for sale subject to any discount or promotion []
- 6.3. Subject to discounts and promotions, Products are offered for sale at a fixed price. VAT may be due and will be either included in the
- 6.4. All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by you for each item offered for sale. It may be changed at your discretion.
- 6.5. You agree that a contract to sell a Product offered by you is a firm and binding contract as soon as
- 6.6. Every sale will be subject to the laws applicable but there shall not be implied any right which is not a
- 6.7. Products will be offered for sale and sales made, subject to the terms and conditions applicable to buyers. You accept and endorse these terms and agree to comply in all respects with the

7. Value added Tax

- 7.1. Fees and commissions specified in Our Website
- 7.2. If you are located in the Republic of India, we will show and retain the amount of VAT due on our charge for
- 7.3. If you are located in the Republic of India, and you provide a valid Indian VAT registration number, we
- 7.4. [\[Ourname\]](#) has the right to demand additional information

8. Order fulfilment

- 8.1. We shall send you a message
- 8.2. You agree to provide an adequate stock of any Product placed
- 8.3. You agree to despatch any Product sold, []
- 8.4. You agree to comply with the []

9. Our commission and payment to you

- 9.1. We sell your product at the price you place
- 9.2. Our fees and commissions are payable on

- 9.3. Our Website selling system is “ ”.
- 9.4. The proportion of each
- OR
- 9.5. The proportion of each sale
- 9.6. Where our commission is based on a percentage of the sale price, you may not
- 9.7. We will pay you [14]
- 9.8. If you have a bank account located
- 9.9. If you do not have an account in the Republic of India, we will transfer
- 9.10. We will
- 9.11. If we do or could earn interest on any cash balance in our control
- 9.12. If an action by a buyer results in a charge back to our account,
- 9.13. If you have to accept a return

9.14. If in our discretion we believe that your performance as a seller results in a significant number of charges /

10. Advertising your Product

If you accept our offer

10.1. We may use the

[].

10.2. We and not you will contract with any other

10.3. The price charged

10.4. The cost of work ordered by you is payable in full,

10.5. We give no

10.6. We shall receive no secret commission

11. Your Product warranties

11.1. You warrant that

11.1.1 is not: illegal, obscene, abusive,

11.1.2 does not offend against

11.1.3 is not intended primarily to advertise any ,
 [].

11.2. You warrant that you own the copyright of ,
 :

11.2.1 to place
 ;

11.2.2 to receive
 ;

11.2.3 to defend the copyright in the Product.

12. How we handle your Content

12.1. If you Post Content to any public area of Our

12.2. [\[You now irrevocably authorise us to publish feedback,](#)
 ,
]

12.3. Posting content of any sort does not change your

12.4. You understand that you are personally responsible for your breach of
 , ,
 ;

12.5. You accept all risk and

12.6. Please notify us

13. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website for [\[marketing your products and services\]](#).

We do not

You agree that you will not use or

13.1. be unlawful,

13.2. be obscene,

13.3. be sexually explicit or pornographic;

13.4. promote discrimination or animosity to any person

13.5. be likely to harass,

13.6. be likely to deceive any person or be

13.7. give the impression that it emanates from us;

13.8. be made on

13.9. use a Posting to solicit responses

13.10. promote or endorse illegal activities, or provide instructions or information about

14. Your Posting: restricted content

In connection with the restrictions set out ,

In addition to the ,
:

14.1. hyperlinks, ;

14.2. keywords or words ,

14.3. ,
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14.4. inaccurate, false, or misleading information;

14.5.

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15. Security of Our Website

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15.1. , ,
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15.2.

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17. Interruption to the Service

17.1.

17.2.

17.3.

17.4.

18. Our disclaimers

18.1.

18.2.

18.3.

18.4.

18.4.1

18.4.2

18.4.3

18.5.

19. Miscellaneous matters

19.1.

19.2.

19.3.

19.4.

19.5.

19.6.

19.6.1

19.6.2

19.6.3

19.6.4 issue a claim in any court.

19.7.

19.8.

19.9.

19.10.

It shall be deemed to have been delivered:

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Explanatory Notes:

Website terms and conditions template: marketplace for goods; seller side

General notes

These notes apply to most terms and conditions documents, but not all notes

1. What does a T&C document do?

A terms and conditions document serves two prime purposes: first, it sets out the terms under which you have agreed to accept business. Everyone can see the details of the contract between you and your contract party can decide whether or not to enter into a contract on these terms. Secondly, the document affirms the legal rights of the parties, so that either can sue the other in court for a

2. In my T&C or on ?

A T&C document should provide a legal framework. It should be all-inclusive of the structure of the contract but need not include detail which may change from time to time, such as prices,

3. Make sure it bites

It is essential that terms and conditions are incorporated into the contract. If they are not drawn to the buyer's attention until after the contract has effectively been made, then they do not form part of the contract and the buyer is not bound by them. There is another issue here. To obtain the best benefit from the terms, you should seek to bind people who are merely site visitors as well as actual buyers. Whether you can do this depends on whether you are able to ask for confirmation of acceptance of the T & C at an early stage of a visit to your site. If you are not able to do so

So far as any visitor, user, or buyer of your services is concerned, it is therefore important that the Website ordering system is such that the buyer has to take some positive step to confirm that he has read the terms and conditions. If the usual device of a check box is used, it is important that it is

not “pre-ticked”. It is essential that references

“I have read and understood [your name]’s terms and conditions, and I agree that they form part of the contract between us. If I am under the age of 18 years, I confirm that I have brought the terms and conditions to the notice

Better still, the preferred acceptance device is one which compels the buyer to go to a page containing the terms and conditions, and where the confirmation of acceptance is on

Unless your business model requires sales to children, it is best specifically to 18 .

Remember that if a customer comes to you otherwise than via your Website, you must find some other way of obtaining his agreement to this document. By far the best way is by a signature. That means you will need a second version of this document which provides at the top for the buyer to be named and at the end for both parties to sign. If your buyer has not

4. If this is a contract, why are the ?

It is not necessary for your customer to be identified by name. “You” is enough. However, you do have to be accurately identified. A website name is not enough. You must clearly state the real name of you or your company, trading address and names

5. Can I just close the line spacing and put it all 8 ?

Small print - we do not advocate small print or close type. The whole thrust of the Consumer Protection Act 1986, the Information Technology Act, 2000 and the Monopolies and Restrictive Trade Practices Act 1969 is toward transparency. In any dispute,

Paragraph Specific Notes:

Drafting notes following the numbered paragraphs

1. Definitions

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

2. Our contract

The contractual relationship in your business is particularly important if you are to avoid

3. Your product placement

These ground rules make sure that you are

4. Delivery

You do not need to worry how delivery is made but you

5. Products returned

If your users are to return time and again, it will be because the buying experience from your site is better than elsewhere. One way to make that certain

We have given you some ideas.

6. The selling procedure

As for returns, this is an area where you should try to stay in control. Because you take the money, you

”

7. Value added tax

We have no comment.

8. Order fulfilment

We have no comment.

9. Our commission and payment to you

There are many ways in which you might arrange to be paid. Commission percentage on sales is the most common,

10. Advertising your product

You may not need this provision. It provides a framework

11. Your product warranties

More protection for you and your Website!

12. How we handle your Content

This and the four paragraphs following relate to security of your Website.

Access to your Website depends largely on what systems you allow and how you allow them to be used as part of your

12.1. placing an advert in your site

12.2. entering text in boxes

12.3. providing whole pages if you allow that

12.4. engaging in a forum or other communication system

12.5. providing “ ”

12.6. communicating with their customers.

These five paragraphs have two purposes: the first is the obvious and named purpose of preventing damage to your Website and

No matter what you put in this paragraph, there is no certainty that you may

Of course,

We suggest that you delete or edit these paragraphs

13. Restrictions on what you may Post to Our Website

This paragraph continues in the vein

14. Your Posting: restricted content

When you allow other people to provide any material on your

15. Security of Our Website

As you see,

16. Copyright and other intellectual property rights

Breaches of copyright happen constantly.

17. Interruption to the Service

As a market place site,

18. Our disclaimers

Exclusions of your liability. This paragraph

19. Miscellaneous matters

A number of points

End of notes