

IN-TCmkt05

**Website terms and conditions template: marketplace for goods; buyer subscribes for access**

## Terms and Conditions applicable to a buyer of Products using [Ourname]

These terms and conditions are the contract between you and [Ourname] (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. 18

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

[Ourname] is a trade name of [company name], [company number], whose [ / ] [ ]

### 1. Definitions

["App"]	means the [Ourname] mobile phone / cell-phone application which enables a user to select order .]
"Content"	means the textual, visual or audio content that is encountered as part of your experience using [the App or] Our Website. It may include, among other things: , , ,
"[Ourname]"	means us. It also means the membership marketplace we operate
"[Ourname] Membership Service"	means the market place service we provide as set out in
"Our Website"	means any website of ours, and includes all
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on the Web Site, "

” ” ”  
;

“Product” means any item offered for sale through Our Website by a Seller. It includes both physical Products and soft copy downloaded

“Seller” means a person who offers Products for sale on Our Website under the terms [ ]

“User” means any person other than you who uses the [Ourname] Membership Service

“you” “yours” etc, means you, the party to this agreement.

## 2. Our contract

- 2.1. [Ourname] is neither a buyer nor seller of Products offered for sale in any form. [Ourname]
- 2.2. [Ourname] is a marketplace. [We receive no sales-related payment from a Seller and] we are not agents for a Seller in any
- 2.3. We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint in our [ ]
- 2.4. We are not responsible to you further than to take your money
- 2.5. These terms and conditions regulate the business relationship between you and us. By buying [Ourname] membership or using Our
- 2.6. Purchase of [Ourname] membership entitles you to receive from us a code which will entitle you to a discount of [15%] for Products bought from any Seller who has joined the [Ourname] Membership Service.

Note that [ ]

- 2.7. We provide a market place for the supply of Products. We:
  - 2.7.1 your locating and ordering Products;
  - 2.7.2 your choice of Products;
  - 2.7.3 any aspect of the provision of the Products;
  - 2.7.4 payment for any Products;
  - 2.7.5 any complaint about any Products.
- 2.8. If you use this website, you do so in accordance with these terms. If you are unable to accept ,
- 2.9. In any dispute with a Seller, you should deal only with the Seller. We
- 2.10. We may change this agreement in any way at any time. The version applicable to your contract is the version which was

### **3. Your account and personal information**

- 3.1. When you visit Our Website, you accept responsibility for all things done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe , ,
- 3.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible

- 3.3. You agree to notify us of any changes in your information immediately it occurs. If you do

## 4. Membership

- 4.1. Details of the cost and benefits of [Ourname] membership are as set
- 4.2. Payment for a [Ourname] membership is for [one year / a fixed period of time]. At least two weeks before expiry of that period we shall send you a message to your last known email address to tell you that your membership
- [ ]
- 4.3. At any time before expiry of your membership, you may use the “My Account” tab on Our Website to access
- 4.4. At expiry of your [Ourname] membership we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and [ ]
- 4.5. A [Ourname] membership or a [Ourname] gift voucher can be bought for some person other than the payer. Other than that, [ ]
- 4.6. Termination of this agreement by you or us at any time for any reason will not
- 4.7. We reserve the right to modify the [Ourname] Membership Service and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the [Ourname] Membership Service after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement.

## 5. The buying procedure

- 5.1. [Ourname] is not responsible for the fulfilment of
- 5.2. Prices listed on Our Website by Sellers are inclusive
- 5.3. Unless it is clear to the contrary, you may assume that every sale is made
- 5.4. Products may be offered for sale subject to any discount or promotion arranged [ ]
- 5.5. 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
- 5.6. All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by the Seller for each item offered for sale. It may be changed at the
- 5.7. Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not
- 5.8. You are required to pay in the currency in which the item
- 5.9. Every sale will be subject to the laws applicable but there shall not be implied any right which is not a
- 5.10. For security purposes (yours and ours) we will not permit more than a maximum number of
- 5.11. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is

## 6. Security of your credit card

- 6.1. We take care to make Our Website safe for you to use. Card payments are not processed through pages controlled by us. We use one or more online
- 6.2. 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

## 7. The [Ourname] promise

- 7.1. To give you the utmost confidence in the [Ourname] buying ,  
:
- 7.2. If the Seller fails to supply an item to you for which you have paid, or supplies an item which is substantially different  
,
- 7.3. This promise is subject to the following conditions:
  - 7.3.1 you must first follow the returns and refunds procedure set out on Our Website or  
;
  - 7.3.2 the maximum payment is Rs. [2500]. We will make the payment to you between [30 and 60 days] from  
,
  - 7.3.3 the claim form must be completed  
;
  - 7.3.4 you must provide a street address to us in one of: [The European Union, the United  
];
  - 7.3.5 you are limited to a lifetime maximum of [five] claims and a maximum  
[ ] ;
  - 7.3.6 you must not have requested a charge back

7.4. [The promise set out in this paragraph is non contractual. We  
].

## 8. Products returned

These provisions apply in the event that you return any Products  
:

8.1. The Seller does not accept returns unless, there was  
,

8.2. Before you return a product to the Seller, please carefully re-

8.3. The Products must be  
.

8.4. So far , :

8.4.1 with both Products and  
;

8.4.2 securely wrapped;

8.4.3 including our delivery slip;

8.4.4 at your risk and cost.

8.5. We advise you to follow the returns procedure set out on your  
,

8.6. If delivery was made to the Republic of ,  
1930  
1986

8.7. If the Seller ,  
:

8.7.1 refund the cost of return carriage;

8.7.2 repair or replace the item as he chooses.



## 9. Maintaining your personal information

- 9.1. You understand and agree that you alone
- 9.2. So far as you submit information for publication, must be accurate and
- 9.3. By registering with us, you accept that
- 9.4. If or when you cancel your account, we may delete all your personal  
[  
]
- 9.5. We are not obliged to delete your personal

## 10. How we handle your Content

- 10.1. Our privacy policy is
- 10.2. If you Post Content to any public area of Our
- 10.3. Even if access to your text is behind a user registration it
- 10.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant

10.5. We will use that licence only for commercial

10.6. You agree to waive your right to be identified as

57 .

1957

10.7. [You now irrevocably authorise us to publish

].

10.8. Posting content of any sort does not change your

10.9. You understand that you are personally responsible for your breach of

10.10. You accept all risk and

10.11. Please notify us

10.12. [We do not solicit ideas or text for improvement of our Service, but if you

[ / ] ] .

## 11. 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

We do not undertake to moderate or check every item Posted, but we

You agree that you will not use or

11.1. be unlawful,

11.2. consist in

11.3. be obscene,

11.4. be sexually explicit or pornographic;

11.5. promote discrimination or animosity to any person

11.6. be likely to harass,

11.7. be likely to deceive any person or be

11.8. give the impression that it emanates from

11.9. be made on

11.10. use a Posting to solicit responses

11.11. request or collect passwords or other personal

11.12. be used to sell any goods or services or for any other commercial use  
not intended by

- ;
- 11.13. include anything other than words (i.e. )
- ;
- 11.14. facilitate the provision
- ;
- 11.15. link to ;
- 11.16. promote or endorse illegal activities, or provide instructions or information about
- ;
- );
- 11.17. use distribution lists that include
- ;
- 11.18. consist in posting excessive -
- ;
- 11.19. send age-inappropriate 18 .

## 12. Your Posting: restricted content

In connection with the restrictions set out ,

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In addition to the ,

:

12.1. hyperlinks, ;

12.2. keywords or words ,

.

12.3. the name,

.

12.4. inaccurate, false, or misleading information;

12.5. material or links to material that exploits people

18

## 13. Removal of offensive Content

13.1. For the avoidance of doubt,

13.2. We are under no obligation to monitor or record the activity of any user of Our

13.3. If you are

13.3.1 your claim or complaint must be submitted to us in the form

13.3.2 we shall remove

13.3.3 after receiving a notice of

13.3.4 we may re-

13.4. In respect of any complaint made by you or any person on your behalf,

13.5. You now agree that if any complaint is made

## 14. Security of Our Website

We may, at our discretion or as part of a paid Service, give you permission to access Our

If you violate Our Website or use it unlawfully or immorally, we will take the strongest action against you

, 2000 .

You now agree that

14.1. modify, copy, or cause damage

14.2. link to our site in any way that would cause the appearance

14.3. download any part

14.4. collect or use

14.5. collect or use any information obtained

14.6. aggregate, copy or duplicate in any manner any of the

14.7. any purpose use our name, any proprietary information (including images,

14.8. use Our Website to hack

;

14.9. make available or upload files that contain software or other material,

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14.10. make available, upload or distribute by any means any material

“

” “

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14.11. upload or republish any

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14.12. hide or remove

;

14.13. share with a

;

14.14. use on Our Website software which assists in:

14.14.1 data mining, extraction or collection;

14.14.2 emulating, hacking,

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;

14.14.3 “framing”, inserting pop-

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14.14.4 performing any automated operation;

14.15.

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14.15.1

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14.15.2

## 15. Storage of data

15.1.

15.2.

15.2.1

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15.2.2

OR

15.3.

15.4.

15.5.

15.6.



## 16. Termination

16.1. [ ]

16.2. ,  
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16.3. ,  
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16.4. ,  
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16.5.

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16.5.1 [ ] ;

16.5.2

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16.6. ,  
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[ ]

16.7. , [ ]

## 17. Your claims: defamation and intellectual property

[ ],

:

17.1.

17.2.

17.3. Our follow-up investigation of your complaint.

17.4.

17.5.

## 18. Copyright and Other Intellectual Property Rights

18.1.

18.2.

## 19. Interruption to the [Ourname] Membership Service

19.1. [ ]

19.2.

, [ ]

19.3. [ ]

19.4.

[ ]

## 20. Indemnity

, :  
20.1. [ ] ;

20.2. ;

20.3. [ ] , ;

20.4. , , , .

## 21. Disclaimers about the [Ourname] Membership Service

21.1. [ ]

21.2. ,

21.3.

21.4.

21.5.

21.6.

21.7. [ ] “ [ ] ” [ ]

21.7.1 of satisfactory quality;

21.7.2 fit for a particular purpose;

21.7.3

## 22. Disclaimers about the Products

22.1.

22.2. ,  
.

22.3. :

22.3.1 ;

22.3.2 the Seller performing his contract;

22.4. ;

22.5. [ ] , [ ] ,  
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## 23. Miscellaneous matters

23.1. - ,  
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23.2. ,  
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23.3. ,  
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OR

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23.7.

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23.7.3

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23.7.4 issue a claim in any court.

23.8.

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23.9.

23.10.

23.11.

It shall be deemed to have been delivered:

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72 ; :

24 ; :

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# Explanatory Notes:

**Website terms and conditions template: marketplace for goods; buyer subscribes for access**

## 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. Can I make my T&C ?

So you have read the T&C of a very large Internet retailer and you want yours to flow gently instead of being “legal”. As proponents of simple English, we have a lot of sympathy with that. However, the sites who use softer language also have very deep pockets. So if you wanted to sue them, it would be harder for you than if one of

Their T&Cs look casual, but believe us, they will have been drawn by London lawyers. Every word will count. Every important legal point is made without the softer tone. There is no reason in law why you should not take your T&Cs and let the words flow a little. But if

### 4. 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

**5. 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

**6. 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:

The notes, using the document paragraph numbers:

### 1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to "tick the box"). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your products or services. It therefore helps you to obtain their business if your terms are accurate and friendly. In particular, we advise you to change the words "products" or "Services" we have provided in the template to some word or phrase which describes more exactly what you sell. By all means use the search/replace function in your word processor to change them. For example, if you sell furniture, you might decide to change "products" " ".

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

This paragraph limits your contract so that you

### **3. Your account and personal information**

Edit as required.

### **4. Membership**

We cannot know the terms of your membership. We advise

We have provided for auto renewal of the membership contract. In law that provision would be void. You cannot unilaterally renew a contract. However, if you continue a course of action

The best way to deal with this issue is to provide a warning to a customer/member about four weeks before you take payment, with a copy of

### **5. The buying procedure**

This is the story of how your system works. It must be set down to match the

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

This short paragraph is intended primarily to re-assure your customer or client that you are careful with his

### **7. The promise**

This provision is very much an option. You can take it on in a suitable form or you can

### **8. Products returned**

See last note. Same applies.

### **9. Maintaining your personal information**

We have no comment. Delete,

## 10. 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

- 10.1. placing an advert in your site
- 10.2. entering text in boxes
- 10.3. providing whole pages if you allow that
- 10.4. engaging in a forum or other communication system
- 10.5. providing other forms of “ ”
- 10.6. 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 establishing a contractual obligation by your site users not to do so. Secondly, it may assist in protecting you from civil

No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think

Of course,

We suggest that you delete or edit these paragraphs

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

This paragraph continues in the vein

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

This paragraph continues in the vein of the previous one. As you

## **13. Removal of offensive Content**

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

## **14. Security of Our Website**

There is an intentional overlap here with the paragraph on

## **15. Storage of Data**

This provision

## **16. Termination**

It is at and after termination

## **17. Your claims: defamation or intellectual property**

This is really a notice to third parties to make clear your responsible attitude

**18. Copyright and other intellectual property rights**

We have no comment

**19. Interruption to the [Ourname] Membership Service**

This may

**20. Indemnity**

We advise you to leave

1969 .

**21. Disclaimers about our service**

Disclaimers are not always binding. The law is complicated and much depends on the facts of each

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1986 ,

**22. Disclaimers about the Products**

We advise you

**23. Miscellaneous matters**

Unless you have a good

**End of notes**