

IN-TCmkt10

Website terms and conditions template: marketplace for goods; accessed through a site or by app; seller side

Terms and Conditions for Sellers of [goods] through the [name] System

These terms and conditions are the contract between you and [your name] (“
”, “”,
”).

By visiting or using Our Website, you agree

We are [your name] Ltd, [],

Our registered office is at [address].

1. Definitions

“Commission”	means the commission you pay us, calculated as a percentage of the value of sales
“Content”	means the textual, visual or audio content that is encountered on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes
“Device”	includes any computer, device, work station, electronic
“Fee”	means the annual subscription we charge for setting you up as
“Our Website”	means any website or Service designed for electronic access by mobile or fixed Device which is owned or operated by us [or any member of the [name] group of].
“Post”	means place on or into Our Website any Content or material
“Product”	means any item offered for sale by you on Our Website, whether physical goods or downloads, together

“Service” means all of the services available from Our Website, whether free or charged. For the sake of good order “Service” does not include

“[name] App” means our [name and description of app] which enables a user of a Device to [describe use of app / select,]

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. A reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. A reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a
- 2.4. The headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.5. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.6. [except where stated otherwise], any obligation of any person arising from this
- 2.7. In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the

2.8. All money sums mentioned in this agreement are calculated net of VAT, which

3. Our contract

3.1. If you place a Product for sale on Our Website, you

3.2. In consideration of the Fee and the Commission, we provide for you a market place accessible via the [name] App. The amount of the Fee

3.3. We act as your agent solely to provide a market place for you to sell your [goods / services / products] and as your payment service

3.4. We may change this agreement in any way at any time. The version applicable to your contract is the version which was

3.5. In contracting with users of Our App, we make certain assumptions as to your compliance with the law and to the procedures set out in Our Website and named the "Service Level".

[,]

3.6. Although we are not a party to your contract with a buyer introduced to you via Our Website, we shall remove your Products from

3.7. Subject to this agreement and to the procedures set out in our web pages, you

4. Your licence to us

4.1. You now warrant that:

4.1.1 you have the authority to enter into this agreement and bind the person or organisation

;

- 4.1.2 you own the copyright in all Content you may Post to Our Website or that you have the permission of the
- 4.1.3 you know of no lawful reason why any person should object to or claim for infringement of, any
- 4.2. In Posting data through our Service you grant to us an irrevocable, sub-licensable, licence to display your Product in images and text to all the World. In doing so you understand and accept that we shall grant a sub-licence to any
- 4.3. We will use that licence only for commercial purposes of the business of [\[our business name\]](#) and will
- 4.4. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of 1957 57 .
- 4.5. [\[You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our \]](#).
- 4.6. Posting Content does not change your ownership of the copyright in it. We have no claim over
- 4.7. You understand that you are personally responsible for your breach of intellectual property rights, defamation, or any law, which may ;
- 4.8. You accept all risk and responsibility for determining whether any Content is
- 4.9. Please notify us of any security breach or
- 4.10. [\[We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a \[/ \] \]](#).

5. Your Product placement

You agree:

- 5.1. 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
- 5.2. not knowingly to place any Product for sale which is not of merchantable quality or which requires for its setup or use a level
- 5.3. to make suitable arrangements for the delivery of each Product, including packaging and carriage, so that you can
- 5.4. immediately to remove from sale on Our Website any Product which for any
- 5.5. not to re-place any Product we

6. Your account and personal information

- 6.1. 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
- 6.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible
- 6.3. You agree to

6.4. We may terminate your account immediately

7. The selling procedure

7.1. You agree that a contract to sell a Product offered

7.2. In the absence of information to the contrary, you agree to

7.3. You will notify the customer by email

7.4. If at any time, any customer notifies you of non-delivery within the time

7.5. If it is apparent that a customer has not received a Product within fourteen days of the expected

7.6. Products may be offered for

7.7. Subject to discounts and promotions,

7.8. All Products will be subject to a delivery charge which will be shown at the pay point. The delivery

7.9. You agree to provide an adequate stock of any Product placed by you for sale through Our

7.10. You agree to comply with

8. Products returned

You agree that you will at all times:

8.1. reply promptly and in any [48]

8.2. comply with the law

8.3. when you have an obligation to return money to a

8.4. immediately tell your

8.5. comply with our procedures relating to satisfaction of

8.6. provide information to us in respect of any claim

9. Our Commission and payment to you

9.1. We sell your Product at the price you place

9.2. Our fees and Commission are payable on

- 9.3. Our Website selling system is “ ”.
- 9.4. The proportion of each sale .
- 9.5. Where our Commission is based on a percentage of the sale price, you may not ,
- 9.6. We will pay you [14] .
- 9.7. If you have a bank account located ,
- 9.8. If you do not have an account in the Republic of India, we will transfer .
- 9.9. We will .
- 9.10. If we do or could earn interest on any cash balance in our control ,
- 9.11. If an action by a buyer results in a charge back to our ,
- 9.12. If you have to accept a return ,
- 9.13. 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. We give no

10.5. We shall receive no secret commission

11. Your Product warranties

You warrant that:

11.1. any Product

11.1.1 does not

;

11.1.2 does not offend against

;

11.1.3 is not intended primarily to advertise any

[].

11.2. you own the intellectual property rights in any

11.2.1 to place

;

11.2.2 to receive

;

11.2.3 to defend the copyright in the Product.

12. Indemnity

You agree to indemnify us against any , , :

12.1. any act, neglect or default of yours

;

12.2. your breach of this agreement;

12.3. your failure to comply with any law;

12.4. any act, neglect or , , ;

12.5. a contractual

This indemnity shall include all

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13. Restrictions on what you may Post to Our Website

We invite you to Contribute Content to Our Website in several ways, as for example to upload information and sales material

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

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You agree that you will not use or allow

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13.1. be unlawful,

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- 13.2. consist in , ;
- 13.3. be obscene, , , , ;
- 13.4. be sexually explicit or pornographic;
- 13.5. promote discrimination or animosity to any person
 , , , , ,
 ;
- 13.6. be likely to harass, , , , , , ,
 ;
- 13.7. be likely to deceive any person or be
 , ,
 ;
- 13.8. give the impression that it emanates from
 ;
- 13.9. be on behalf ,
 ;
- 13.10. use a Posting to solicit responses
 ;
- 13.11. request or collect passwords or other personal
 ,
 ;
- 13.12. be used to sell any goods or services or for any other commercial use
 not intended by ,
 . :
 ,
 ;
- 13.13. facilitate the provision
 ;
- 13.14. link to ;
- 13.15. ,
 . :
 , ;
);

14. Your Posting: restricted content

- 14.1. , ;
- 14.2. ,
- 14.3. , .
- 14.4. inaccurate, false, or misleading information;
- 14.5.

18

15. Removal of offensive Content

- 15.1. ,
- 15.2. ,
 - 15.2.1 ,
 - 15.2.2 ;
 - 15.2.3 ,

15.2.4

16. Security of Our Website

16.1.

16.2.

16.3.

16.4.

16.5.

16.6.

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16.8. upload or republish any part of our Content.

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16.10.

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16.11.

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16.11.1

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, , ,
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16.11.2

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17. Storage of data

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18. Copyright and Other intellectual property rights

18.1.

, , , , , , ,
, , ,

18.2.

18.3.

19. Disclaimers and limitation of liability

19.1.

19.2.

19.3.

19.3.1 useful to you;

19.3.2 of satisfactory quality;

19.3.3 fit for a particular purpose;

19.3.4 data-secure;

19.3.5

19.4.

19.5.

19.6.

19.7.

19.8.

19.9.

19.10.

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19.11.

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19.12.

[

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[100 , 000

19.13.

20. Miscellaneous matters

20.1.

20.2.

20.3.

20.4.

20.5.

[]

It shall be deemed to have been delivered:

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72

24

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- : 24
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20.6. ,

20.7. .

20.8. ,
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Explanatory Notes:

Website terms and conditions template: marketplace for goods; accessed through a site or by app; seller side

General 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. Of course, it is impossible to identify each visitor to your website. But

you could identify individual trouble makers in many cases. Of course, after a

As for you and your business: 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 of directors.

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 Consumer Protection Act 1986, the Information Technology Act, 2000 and the Monopolies and Restrictive Trade Practices Act 1969 is toward transparency. In any dispute,

“ ”

7. Double check your terms

This template document is intended to form the basis of the appropriate terms for your business. To make it "work" for you, it is essential that you check every sentence and

Paragraph Specific Notes:

Notes following the numbered paragraphs

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 goods or services. It therefore helps you to obtain their business if your terms

We use

You decide to change to

Services

SuperHosting / ProAccounting / Our Advisory Service

Our Website

The Jones Site / the Site

But if you do change the defined word, **make**

You should first decide on the contents of the document, then return to check

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered

3. Our contract

This is part of the commercial heart of the deal, setting out simply and clearly

4. Your licence to us

This paragraph provides total freedom to you to deal with whatever data is uploaded by a supplier. It covers not only the data your website will specifically request but any other data such as

This is a sensitive issue. What you say depends on your perception of how sophisticated your suppliers are. They should know some

You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up on the one hand

5. Your Product placement

Edit as required.

6. Your account and personal information

We have no comment.

7. The selling procedure

Edit as required.

8. Products returned

Your reputation is on the line if there is a problem,

9. Our commission and payment to you

This paragraph consists largely in an explanation of your payment system. If you prefer, the descriptive sub-paragraphs could be placed on your website and not in this

10. Advertising your Product

Delete if not required.

11. Your Product warranties

Very important. We advise do not edit.

12. Indemnity

These provisions

13. Restrictions on what you may Post to Our Website

This is a menu for your

This paragraph has two purposes: the first is the obvious and named purpose of

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

We suggest that you

who is given access to your website;

what he is permitted to post;

what scope he

how

who might read what he has posted;

what

14. Your Posting: restricted content

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

15. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not

16. Security of Our Website

This provision is provided extremely fully in order to protect you. Of course,

&

“ ”

Your need for this provision also depends

17. Storage of data

This is technically a matter

18. Copyright and Other intellectual property rights

You need this.

19. Disclaimers and limitation of liability

Many of these provisions are void against a European consumer.

The law is complicated and much depends on the facts of each case. Our best advice

1969

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

20. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes