

IN-TCmkt11

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

## Terms and Conditions applicable to a buyer of [\[Zambezi Tee Shirts\]](#)

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

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

### 1. Definitions

“Zambezi App”	means the mobile phone / cell-phone software application which enables you to <a href="#">[select,</a> ]
	It includes any “app” or other product, material or thing offered for licence by us on Our Website, including supporting material, in hard or soft copy, and whether or not bought by “ ”
“Zambezi Service”	means the service we provide to you
“Content”	means the textual, visual or audio content that is encountered as part of your experience using the Zambezi App or the Zambezi Website. It may include, among other things: text, images, sounds, videos and animations.
“Copy or Publish”	with reference to the Zambezi App, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up,
“Device”	includes any device, work station, electronic

“Licence”	means a licence granted by us to you in the terms of this
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes
"Post"	means place on or into the Zambezi Website any Content or material
“Product”	means any product offered for sale on Our
“Seller”	means a person or organisation whose products we offer for
“Software”	means the software which constitutes the Zambezi App or which provides any electronic

## 2. Our contract

- 2.1. Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. 18
- 2.2. If you use the Zambezi Service, you do so in accordance with these terms. If you are unable to accept these terms, your
- 2.3. We do not offer the Zambezi Service in all countries. We may refuse service if
- 2.4. In entering into this contract you have not relied on any representation or information from any source except the definition

- 2.5. Zambezi is neither a buyer nor seller of Products offered for sale in any form. Zambezi is
- 2.6. Zambezi is a marketplace. We are agents of a Seller only in provision of this website as a platform for sale of his products and for collection and forwarding of your money.
- 2.7. We welcome any comment or complaint about a Seller, which you make through our web site. We may act upon a complaint
- 2.8. These terms and conditions regulate the business relationship between you and us. By using Our Website free
- 2.9. In any dispute with a Seller, you should deal only with the Seller.
- 2.10. We may change this agreement in any way at any time. The version applicable to your contract is the version which

### **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. The buying procedure

- 4.1. Zambezi Tee Shirts is not responsible for the fulfilment of
- 4.2. Prices listed on Our Website by Sellers are inclusive
- 4.3. Unless it is clear to the contrary, you may assume that every sale is made
- 4.4. Products may be offered for sale subject to any discount or promotion arranged
- 4.5. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the
- 4.6. 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
- 4.7. 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
- 4.8. Neither we nor the Provider can be responsible for action by any governmental authority. We do not know and are not
- 4.9. Any details given by us in relation to exchange rates are approximate only
- 4.10. For security purposes (yours and ours) we will not permit more than a maximum number of
- 4.11. 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

## 5. Acceptance

- 5.1. Your order is an offer to
- 5.2. Nothing said or done by the Seller is an acceptance of an Order
- 5.3. At any time before the goods are despatched, the Seller may decline to supply

## 6. The Zambezi Tee Shirts guarantee

- 6.1. To give you the utmost confidence in the Zambezi Tee Shirts buying
- 6.2. If the Seller fails to supply an item to you for
- 6.3. This guarantee is subject to the following conditions:
  - 6.3.1 you must first follow
  - 6.3.2 the maximum payment is Rs. [2500]. We will [ 30 60 ]
  - 6.3.3 the claim
  - 6.3.4 you must provide a street address to us : [ , , ;]
  - 6.3.5 you are limited to a
  - 6.3.6 you must not
- 6.4. The guarantee set out in

## **7. Maintaining your personal information**

7.1. You understand and agree that you alone

7.2. So far as you submit information for publication, must be accurate and

## **8. Defects**

These provisions apply in the

8.1. You should examine goods on receipt to check for possible

8.2. If you do not tell the Seller of any

8.3. The goods must be

8.4. Goods should be returned

8.5. In returning a faulty item please

8.6. If the Seller agrees that the goods are

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

9.1. We take care to make the Zambezi Website safe for you to use. Card

9.2. If you have asked us to remember your credit card details in readiness for your next purchase

## **10. Maintaining your personal information**

10.1. You understand and agree that you alone

10.2. By registering with us, you accept that

10.3. If or when you cancel your account, we may delete all your personal

]

[

## **11. How we handle your data**

11.1. Our privacy policy is

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

11.3. Even if access to your text is behind a user registration it

11.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant



11.5. We will use that licence only for commercial

11.6. [\[You now irrevocably authorise us to publish](#)

].

11.7. Posting Content of any sort does not change your

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

11.9. You accept all risk and

11.10. Please notify us

11.11. [\[We do not solicit ideas or text for improvement of our Service, but if you](#)

[\]](#) [/](#) [\]](#) [\]](#).

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

We have to regulate your use of Our Website to protect our business

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

You agree that you will not use or

:

12.1. be unlawful,

;

12.2. consist in

,

;

12.3. be obscene,

,

,

,

;

12.4. be sexually explicit or pornographic;

12.5. promote discrimination or animosity to any person

,

,

,

,

,

;

12.6. be likely to harass,

,

,

,

,

,

;

12.7. be likely to deceive any person or be

,

,

;

12.8. give the impression that it emanates from

;

12.9. be made on

;

12.10. use a Posting to solicit responses

;

12.11. request or collect passwords or other personal

,

;

12.12. be used to sell any goods or services or for any other commercial use

not intended by

,

.

:

,

;

12.13. include anything other than words (i.e.

)

- ;
- 12.14. facilitate the provision  
;
- 12.15. link to  
;
- 12.16. promote or endorse illegal activities, or provide instructions or information about  
:  
,  
);
- 12.17. use distribution lists that include  
;
- 12.18. consist in posting excessive  
-  
;
- 12.19. send age-inappropriate  
[ 18 ].

### 13. Your Posting: restricted content

In connection with the restrictions set out  
,

In addition to the  
:

13.1. hyperlinks,  
;

13.2. keywords or words  
,

13.3. the name,  
.

13.4. inaccurate, false, or misleading information;

13.5. material or links to material that exploits people  
,

## 14. Removal of offensive Content

14.1. For the avoidance of doubt,

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

14.3. If you are

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

14.3.2 we shall remove

14.3.3

14.3.4

14.4.

14.5.

## 15. Grant of Licence to use the Zambezi App

15.1.

], [ , ]].

15.2. [ ].

15.3. - , - , -

15.4.

## 16. Restrictions on Use of Zambezi App

You agree that you will not:

16.1.

[ ]

16.2.

16.3.

16.4.

16.5.

16.6.

16.7.

## **17. Copying the Zambezi App**

17.1.

AND ANY OF

17.2.

17.3.

17.4.

17.5.

## **18. Interruption to the Zambezi Service**

18.1.

18.2.

18.3.

18.4.

## **19. Disclaimers and limitation of liability**

19.1.

19.2.

19.3.

19.3.1 your locating and ordering Products;

19.3.2 your choice of Products;

19.3.3 any aspect of the provision of the Products;

19.3.4 payment for any Product;

19.3.5 any complaint about any Product.

19.4.

19.5.

19.6.

19.7.

19.8.

19.8.1 indirect or consequential loss; or

19.8.2

19.9.

19.10.

## 20. Indemnity

20.1.

20.2. your breach of this agreement;

20.3. your failure to comply with any law;

20.4.

20.5.



## 21. Miscellaneous matters

21.1.

21.2.

21.3.

21.4.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

.[

]

21.5.

21.6.

, , , , .

21.7.

.

21.8.

,

.

21.9.

,

.

# Explanatory Notes:

**Website terms and conditions template: marketplace for goods; accessed through a site or by app; buyer 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. This agreement

This agreement has been drawn to protect you as far as possible. It follows that it is tough on your counter party. However, that is relative. If you are entering into a joint venture agreement you will not expect to put your future partner at a disadvantage. On the

It follows that the agreement will contain provisions which you regard as too strong. We have drawn it that way because it is very easy for you to assess our words and decide what you should delete. It would not be so easy

### 3. 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,

### 4. What you should delete

How you want to use a document depends not only on your business philosophy but also on your commercial strength. You cannot bully a rich counter party into accepting the terms you want, nor can any of us prevent someone from issuing a claim in court. Because we give

We do not know who your clients are or what their demands will be. We have given you a framework suitable for presentation to a client or customer. If you serve a small business clientele, you may wish to delete or “tone

100

This agreement is drawn in general terms without specific reference to any industry. We suggest that you should give careful thought to

We give thought to the question of who you are and we draw documents to support you. But we sometimes make provision for matters which your counter party will insist on. We are trying to make your life easy, not saddle you with arguments when you first start to negotiate. Other documents, particularly

A good rule to follow is, for commercial provisions: “Do not delete if you do not understand the reason for inclusion”, and for legal provisions: “Do not delete unless you understand the legal meaning and the reason for inclusion”. In summary: “If in doubt,

## 5. It is your document

There is a great psychological advantage in “presenting” the document for a deal. Your counter party may want additions, deletions and conditions, but he is still working on your document. It is rather like playing a new board game where the referee insists on the rules but you have the only rule book. It is very rare indeed for a counter party to say “Sorry, I do not

We also consider whether your counter party is here in your jurisdiction or in some other. Our documents are based on the law where you are. However, there are surprisingly few occasions where fundamental issues arise from an international element. Basic common law, like the rules in contract and negligence, apply everywhere.

&

But remember, the best way to avoid cash problems is to do a deal where you receive

## 6. 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

**7. 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. Of course, after a visitor has bought \_\_\_\_\_ ,

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.

**8. 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 drafting notes, using the document \_\_\_\_\_ :

**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

In this document are several defined terms where dome other term, decided by you, might make better sense or which describes your app or your business more exactly. By all means use the search/replace function in your word processor to change them. However, we have used "Zambezi App" \_\_\_\_\_ " \_\_\_\_\_ "

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

## **2. Our contract**

This paragraph is concerned with the basics of what each side is expected to do and not do.

If you change the service provision you are technically in breach of the agreement. If that

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

Edit as required.

## **4. The buying procedure**

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

## **5. Acceptance**

Contractual litigation often concerns the timing of offer

## **6. The Zambezi Tee Shirts guarantee**

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

## **7. Maintaining your personal information**

Entirely optional. Delete if not required.

## **8. Defects**

Because you are acting as a market place, buyers will look to you for help when things go wrong. We

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

These two sub-paragraphs are intended to “ ”  
“ ”.

## 10. **Maintaining your personal information**

This paragraph is entirely an option. It is for

## 11. **How we handle your data**

This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, and leave messages, and so on, the

If you have no interface with buyers, most of this section can be deleted. It is a question

This particular paragraph covers a sensitive issue. 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

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

This is a sensitive issue. You should

If no buyer can post or upload anything

This paragraph has 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

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

We suggest that you edit this paragraph in line with

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

Edit as you require.

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

If no buyer

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

If no buyer

These provisions cover the acceptance

### **14. Removal of offensive Content**

If no buyer

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may

**15. Grant of Licence**

This is the

It is not safe

Be careful not

**16. Restrictions on Use of Zambezi App**

These points are matters for

The basis of this paragraph is that you sell multiple variations of the licensed

We consider

**17. Copying the Zambezi App**

For some licensed products, for use in certain circumstances, permission

We have defined "Device" very broadly to include

**18. Interruption to the Zambezi Tee Shirts Service**

A specific

## 19. Disclaimers and limitation of liability

Many of these provisions may be void against a European consumer.

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

1986

1930

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

## 20. Indemnity

Some of these provisions may

## 21. Miscellaneous matters

Unless you have a

**End of notes**