

IN-TCsga08

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

Trading terms and conditions of [your name]

These terms and conditions regulate the business relationship between you and us. By using our website in any way, or

No person under the age of 18 years may purchase Goods. We look forward to 18 .

We are: [Name]

Our address is: [Address]

Our website is: [URL]

You are: a visitor to /

The terms and conditions:

1. Definitions

In this agreement:

- “Consumer” means any individual who, in connection with this agreement, is acting for
- “Content” means the textual, visual or audio content that is encountered on Our Website. It may include, among other : , , ,
- “Extra Work” means all of the work we do and materials we buy
- “Goods” means any of the goods we offer for sale on our Website, or, if the context requires,
- “Intellectual Property” means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, designs, copyrights, , , - ,

"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, " " " "
	;
"Specified Goods"	means Goods which have been subject to work or

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall

- 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. The headings to the paragraphs of this agreement are inserted for convenience
- 2.4. In the context of permission, "may not" in connection with an , " "
- 2.5. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.6. A reference to an act or regulation includes new law of substantially the same
- 2.7. In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the , [. 1000].
- 2.8. All money sums mentioned in this agreement are calculated net of VAT, which
- 2.9. These terms and conditions apply to all supplies of Goods by us to you.

3. Our contract with you

- 3.1. This agreement contains the entire agreement between the parties and supersedes all
.
- 3.2. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information
.
- 3.3. [\[Because we rely on our suppliers, \[we / We\] do not guarantee
\]](#).
- 3.4. We may change these terms from time to time. The terms that apply to you are those posted here on our website on the day
.
- 3.5. If in future, you buy Goods from us under any arrangement which does not involve your payment via our website,
.

4. Acceptance of your order

- 4.1. This paragraph applies to Goods which you buy from us as advertised,
.
 - 4.2. Your order is an offer to
.
- AND EITHER
- 4.3. [Nothing that we do or say will amount to any acceptance of your offer until we actually dispatch the goods to you. \[At any point up until
,
\]](#).
- [OR](#)
- 4.4. [We shall accept your order by \[e-mail confirmation\]. That is when our contract is made. \[Our message will also confirm
\]](#).

AND

4.5. At any time before the Goods are despatched, we may decline to supply

4.6. If we do not have all of the Goods you order in stock, we will

4.6.1 accept the alternatives we offer;

4.6.2 cancel all or part of your order.

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

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](#)]

5.4. Within [\[number\] \[days/weeks\]](#) of today we will submit [\[proof /](#)]

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

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
- [\[30 \] %](#)

6. Prices

6.1. [Prices of Goods are shown on our website \[](#)]

[OR](#)

- 6.2. Prices for Specified Goods are available on enquiry, either
- 6.3. It is possible that the price may have increased from that posted on our Website. If that happens, we will not send your order
- 6.4. Prices include Indian value added tax. If you show by your delivery address that you reside outside the Republic

OR

- 6.5. Prices include Indian value added tax. If you show by your delivery address that you reside outside the Republic of

7. Payment

- 7.1. [We will not split an order. We require the full price of your order]
- 7.2. Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a
- 7.3. [Any information given by us in relation to exchange rates are approximate only]
- 7.4. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the
- 7.5. The price of the items does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which
- 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

[14]

8. Security of your credit card

- 8.1. 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
- 8.2. 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

9. Payment on running credit account

This paragraph applies only if credit facilities have

- 9.1. Payment is due to reach our account before the last day of the month following delivery of the Goods.
- 9.2. On request, we will supply details of our bank account so as to
- 9.3. Our accounting system will automatically charge interest to your account after the due date, at [1]
- 9.4. If money due remains overdue after one month, the rate we charge will be [15] %. You agree that this does not represent a penalty but is a

10. Delivery

- 10.1. [You may collect your Goods from our []].
- 10.2. Deliveries will be made by the carrier to the address stipulated in your order. You
- 10.3. If we are not able to deliver your Goods within [30]

10.4. We may deliver the Goods

10.5. Goods are sent at our risk until signed for by you or by any other person at the [

(: “ ”)].

10.6. [Goods are sent by post.

].

10.7. [Goods are at your

].

10.8. All goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when

10.9. Signing "Unchecked", "

10.10. If we agree with you to deliver on a particular day or at a particular time, we will

10.11. Some items will be delivered direct from the manufacturer who will contact

10.12. Some items are so large and heavy that delivery

10.13. Time for delivery specified on the Order, ,

11. Foreign taxes and duties

11.1. If you are not in the Republic

11.2. You are responsible for purchasing Goods which you are

12. Risk and retention of title

12.1. [Ownership of the Goods shall not pass to you until they are](#)

[OR](#)

12.2. [The Goods](#)

12.3. We shall deliver the Goods, ,
[].

12.4. In spite of delivery having ,
:

12.4.1 you have paid the Price in full; and

12.4.2 no other sums

12.5. Until property in the Goods passes

12.6. You must store the Goods (at no cost to)

12.7. Despite any of the Goods remaining our property,

12.8. Any sale or dealing shall be a sale or use

12.9. Until property in the Goods passes from us the entire proceeds of sale of the

12.10. We shall be entitled to recover

12.11. If we ask

12.12. If, when asked, you

12.13. You must not pledge or in any way charge by way of security any

12.14. You must keep the Goods insured to

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

12.16. While ever we have title to any

12.16.1 title to

12.16.2 you shall hold such products as

12.16.3 all our rights in relation to ()

12.17. You must promptly deliver the prescribed particulars of this contract to the Companies Registrar in accordance with the Companies Act 1956

13. Liability for subsequent defects

13.1. We will repair or replace Goods which fail to comply with the requirements of the Consumer Protection Act 1930

13.1.1 the defect must

13.1.2 the defect

13.1.3 you have returned the

13.2. If we agree that we are liable,

13.3. If we repair or replace Goods, you have

14. Goods returned

These provisions apply in

14.1. We do not accept returns unless you buy as a consumer,

14.2. Before you return a product to us, please carefully re-

14.3. So far :

14.3.1 with both goods and ;

14.3.2 securely wrapped;

14.3.3 including our delivery slip;

14.3.4 at your risk and cost.

14.4. [The procedure for return of Goods is set out on](#)

[OR](#)

14.5. [You must tell us by email message to \[address\] you that you would like to return goods, specifying exactly what goods and](#)

[OR](#)

14.6. [Detailed instructions for returning a faulty item are on our web site at \[URL\].](#)

14.7. In returning a faulty item please

14.8. Most of the Goods are covered by the manufacturer's guarantee
[12] .

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

14.10. If we agree , :

14.10.1 refund the cost of return carriage;

14.10.2 repair or replace the item as we choose.

15. How we handle your data

15.1. Our privacy policy is .

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

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

15.4. We will use that licence only for commercial .

15.5. You agree to waive your right to be identified

1957section 57 ..

15.6. [You now irrevocably authorise us to publish , , , , ,].

15.7. Posting content of any sort does not change your .

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

15.9. You accept all risk and

15.10. Please notify us

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

[]].

16. 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

16.1. be unlawful,

16.2. consist in

16.3. be obscene,

16.4. be sexually explicit or pornographic;

- 16.5. promote discrimination or animosity to any person
 ;
- 16.6. be likely to harass,
 ;
- 16.7. be likely to deceive any person or be
 ;
- 16.8. give the impression that it emanates from
 ;
- 16.9. be made on
 ;
- 16.10. use a Posting to solicit responses
 ;
- 16.11. request or collect passwords or other personal
 ;
- 16.12. be used to sell any goods or services or for any other commercial use
 not intended by
 ;
- 16.13. include anything other than words (i.e.
)
 ;
- 16.14. facilitate the provision
 ;
- 16.15. link to
 ;
- 16.16. promote or endorse illegal activities, or provide instructions or
 information about
 ;
);

16.17.

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16.18.

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16.19.

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18.

17. Your Posting: restricted content

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17.1.

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17.2.

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17.3.

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17.4. inaccurate, false, or misleading information;

17.5.

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18. Removal of offensive Content

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18.2.

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18.3.

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19. Security of Our Website

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19.11.

19.12.

19.13.

19.14. use on Our Website software which assists in:

19.14.1 data mining, extraction or collection;

19.14.2 - ;

19.14.3 “ ”, - ,

19.14.4 performing any automated operation;

19.15.

19.15.1

19.15.2

20. Disclaimers

20.1. ,

20.2.

20.3.

20.4.

20.4.1 the quality of the Goods;

20.4.2

;

20.4.3 the correspondence of the Goods with any description;

20.4.4

;

20.4.5 the truth of any Content on our website;

20.4.6 compliance with any law;

20.4.7 non-infringement of any right.

20.5.

20.6.

21. Your account with us

21.1.

21.2.

21.3.

22. Indemnity

23. Intellectual Property

23.1.

23.2.

23.3.

23.4.

24. Miscellaneous matters

24.1.

24.2.

24.3.

24.4.

24.5.

24.6.

24.7.

24.8.

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24.9.

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It shall be deemed to have been delivered:

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24.10.

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24.12.

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24.13.

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24.14. ,

Explanatory Notes:

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

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. How much information should I include in my & ?

Terms and conditions should provide a legal framework. The document 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. Representations on other pages of your site

Note that while the purpose of this document is to set out the terms of the contract with a customer, statements made and information given on your web pages will be regarded by a judge as "representations" which may have induced your customer to enter into a contract with you. You cannot therefore avoid a

4. Making your terms sound friendlier

You may have read the T&C of a large Internet retailer and you want yours to flow in the same gentle way, instead of being "legal". As

However, the sites that use softer language tend to have very deep pockets and access to the best litigators. They feel safe because the probability of a successful case against them is low, and the

It is much easier to sue a smaller company successfully. If you want to feel as safe,

Although their terms and conditions appear to be friendly and even casual, they will have been carefully drawn by expert lawyers, to the point where every word will have been considered, just as we have considered

5. **Make sure it bites**

It is essential that terms and conditions are incorporated into the contract. If they are not drawn to the customer's attention until after the contract has been made, then they do not form

It is important that the customer has to take some positive step to confirm that he has read the terms. The usual device for doing so is a check box, and if you do use one it is important that it is not pre-checked. It is

"I have read and understood [your name]'s terms and conditions, and I agree that they

A better acceptance device is one that compels the customer to go to a page containing the terms and conditions, and where the confirmation of acceptance is on that same page at the

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

6. **Enforcing terms when the party to the contract does**

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

7. **If this document is a contract, why are the** ?

It is not necessary (although it is safer) for the other to be identified by name. "You" is enough. However, you do have to be accurately identified. Under the Electronic Commerce Law, you must clearly state the real name of you or your company, trading address and names of directors. If you are a sole trader, you must disclose your real name as well as

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

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, you

Paragraphs Specific Notes:

The notes, using the document paragraph numbers:

1. Definitions

Every business is different, not only in terms of the product or service being offered, but also the processes. The defined terms that

By all means use the search and replace function in your word processor to change them, either to other general adjectives, or to

We use	You might decide to change to
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Product	Robots
---------	--------

Our Website	RobotStore
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But if you do change the defined word, **make sure it applies to every use of it in the document.**

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

3. Our contract with you

This paragraph prevents a party from later saying he was relying on some other document or web

3.3,

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

, :

you hold your customers' goods; or

every piece of advertising or information on

;

a customer could claim goods ;

goods are provided later

There are three options. Make quite sure that one

5. Extra Work and approval

The Extra Work is whatever is necessary to change the basic product or material into the Special Goods - the bespoke or specified version. Because

6. Prices

You must edit these paragraphs to make

7. Payment

Edit to suit your business model.

8. Security of your credit card

This paragraph is more by way of re-assurance to your

9. Payment on running credit account

There is no need to write into your terms your requirements for giving credit.

First,

The only contractual requirement is the charging of interest. Most customers assume that if they pay late, there will be no problem. That is unfair to the seller. This provision is written to give

This provision will be most useful when a customer

The mention of “not a penalty” is necessary because a higher rate of

If you don't take payment on credit,

If you sell only

10. Delivery

As for the paragraphs on price and payment, there are many alternative

11. Foreign taxes and duties

It is important to make this point clear if any of your sales are to other countries. It is not simply a question of avoiding expense or dealing with these matters yourself.

12. Risk and retention of title

This paragraph is drawn largely to protect you against a receiver or administrator.

13. Liability for subsequent defects

The Law lays down

You do not have to offer anything at

14. Goods returned

This paragraph provides for the alternative of stating

It may be easier to edit text on a web page than to change your T&C document. The

&

15. How we handle your data

This is a sensitive issue. You should edit to suit the way you operate your

16. Restrictions on what you may Post to Our Website

These paragraphs (together with those in sections 19, 20 and 21) form what is also called an Acceptable Use

The paragraphs in this section have two purposes: the first is the obvious and named

No matter what you put in these paragraphs, there is no certainty that you may

Of course,

We suggest that

17. Your Posting: restricted content

This paragraph continues in the vein

18. Removal of offensive Content

These paragraphs are targeted at anyone who is aggrieved at a

Note that for these paragraphs to be enforceable, the visitor must have accepted your terms (e.

“ ”).

19. Security of Our Website

These paragraphs may sound overly

Your need for this provision

20. Disclaimers

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

21. Your account with us

These terms provide some protection in case of customer

22. Indemnity

Leave this paragraph in the T&C.

23. Intellectual Property

This paragraph is about protecting your IP rights /

24. Miscellaneous matters

Unless you have a

Take care before agreeing to accept

End of notes