

NZ-TCmkt07

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

Terms and Conditions applicable to a seller of service using [/]

These terms and conditions are the contract between you and [Our name] ("us", "we", etc). By visiting ,

[Our name] is a trade name of [company name], [Company Number incorporated in New Zealand], [/] []

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.
"Post"	means place on or into Our Website any Content or material
"Provider"	means you, a person or organisation who has placed details on Our Website of a Provider Service offered
"Provider Service" and "Your Service"	mean the service you offer for
"Our Service"	means the service we provide to enable you
"Our Website"	means any website of ours, and includes all

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
;

2.1.3 we are not your partners or joint venturers.

2.2 If you place a Provider Service for sale on Our Website,
.

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 Services from
.

2.5 Subject to this agreement and to the procedures set out in Our Website, you may
.

3. Your Provider Service placement

You agree:

4.1 not knowingly to place any Provider Service for sale which is not of merchantable quality or which requires for its setup or use a level
.

4.2 immediately to remove from sale on Our Website any Provider Service which for any
,

4.3 not to re-place any Provider Service we
.

4. Complaints about Provider Services

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 contract between you and your customer, relating in particular to your obligations to provide full information and accept cancellation and returns. However, you may also offer more favourable terms to
;
- 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 comply with the [Our name] procedures relating to satisfaction of an order, as
;
- 5.5 Please provide information to us in respect of any claim for non-supply and any dispute as to payment,
.

5. The selling procedure

- 6.1 [Our name] is not responsible for the fulfilment of your
.
- 6.2 You agree that a service contract offered by you is a firm and binding contract as soon as your
.
- 6.3 Provider Services may be offered for sale subject to any discount or promotion arranged []
.
- 6.4 Subject to discounts and promotions, Provider Services are offered for sale at a fixed price. GST may be due and will be either included in the
.
,
- 6.5 Provider Services 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
.
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6. Goods and services tax

- 7.1 Fees and commissions specified in Our Website
- 7.2 If you are located in New Zealand, we will show and retain the amount of GST due on our charge for
- 7.3 If you are located in New Zealand, and you provide a valid GST registration number, we will
- 7.4 [\[Our name\]](#) has the right to demand additional information about your business so far as it may affect your GST registration,

7. Our commission and payment to you

- 8.1 We sell Your Service at the price you place on it, subject to these terms and the requirements
- 8.2 Our fees and commissions are payable on demand. You irrevocably authorise us to deduct them
- 8.3 Our Website selling system is " "
- 8.4 [The proportion of each](#)
- [OR](#)
- 8.5 [The proportion of each sale](#)
- 8.6 Where our commission is based on a percentage of the sale price, you may not

- 8.7 We will pay you [15]

- 8.8 If you have a bank account

8.9 If you do not have an account in New Zealand, we will transfer money

8.10 We will

8.11 If we do or could earn interest on any cash balance in our control

8.12 If an action by a buyer results in a charge back to our account,

8.13 If you or we accept any cancellation

8.14 If in our discretion we believe that your performance as a Provider results in a significant number of charges /

8. Advertising your Provider Service

If you accept our offer

9.1 We may use the

[].

9.2 Without prior consent of the other; neither we nor you

9.3 The price charged

- 9.4 The cost of work ordered by you is payable in full, .
.
.
- 9.5 We give no .
- 9.6 We shall receive no secret commission .
.

9. Your Provider Service warranties

- 10.1 You warrant that :
10.1.1 is not: illegal, obscene, abusive, , ,
, ;
10.1.2 does not offend against ;
10.1.3 is not intended primarily to advertise any ,
, [].
- 10.2 You warrant that you own the copyright of any , :
10.2.1 to place ;
10.2.2 to receive ;
10.2.3 to defend the copyright in the Provider Service.

10. How we handle your Content

- 11.1 If you Post Content to any public area of Our .

11.2 [You now irrevocably authorise us to publish feedback,
].

11.3 We will use that licence only for commercial

11.4 Posting Content of any sort does not change your

11.5 You understand that you are personally responsible for your breach of
,

11.6 You accept all risk and

11.7 Please notify us

11. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website for [marketing your services
and services].

We do not

You agree that you will not use or

12.1 be unlawful,

12.2 be obscene, , , ;

12.3 be sexually explicit or pornographic;

12.4 be likely to deceive any person or be

,
;

12.5 use a Posting to solicit responses

.

12. 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

, ,

18

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13. Security of Our Website

If you violate

.

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

14.4

14.5

14.6

14.7

14. Copyright and other intellectual property rights

15.1

15.2

15.3

15. Interruption to Our Service

16.1

16.2

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16.4

16. Our disclaimers

17.1

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17.4.1

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17. Your indemnity to us

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18. Miscellaneous matters

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19.5.4 issue a claim in any court.

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It shall be deemed to have been delivered:

72

24

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19.14

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19.15

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Explanatory Notes:

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

Paragraph Specific Notes:

Drafting notes following the numbered paragraphs

1. Definitions

We do not know exact terms of your business, so we cannot provide you with defined terms which precisely describe what you offer through your website. Most visitors/users 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

Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the

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 being deemed to be involved in any

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

3. Your Provider Service placement

These ground rules make sure that you are in control of what is

4. Complaints about Provider Services

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 is to specify a precise returns policy. In other words, you lay down the

We have given you some ideas. The exact outcome is

5. The selling procedure

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

6. Goods and services tax

We have no comment.

7. 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,

8. Advertising your Provider Service

You may not need this provision. It provides a framework

9. Your Provider Service warranties

More protection for you and your website!

10. How we handle your Content

It is a question of balance and maybe how your sellers will

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

11. Restrictions on what you may Post to Our Website

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

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

Of course,

We have provided a vast

12. Your Posting: restricted content

When you allow other people to provide any material on your

13. Security of Our Website

Your need for this provision depends

14. Copyright and other intellectual property rights

Breaches of copyright happen constantly.

15. Interruption to Our Service

As a market place site,

16. Our disclaimers

Exclusions of your liability. This paragraph

17. Your indemnity to us

We suggest no edit.

18. Miscellaneous matters

A number of points

Unless you have a

End of notes