

NZ-TCsga07

E-commerce terms and conditions template: retailer of goods

Terms and conditions

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: [\[Your business name\]](#)

Our address is: [\[Address\]](#)

You are: a visitor to /

The terms and conditions:

1. Definitions

In this agreement:

“Carrier” means any person or business contracted by us to carry

“Consumer” means any individual who, in connection with this agreement, is acting for

“Content” means any content in any form published on Our Website by us

“Goods” means any of the goods we offer for sale on Our Website, or, if ,

“Our Website” means any website of ours, and includes all

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information, Content and/or other material on to Our Website, " " " " " "

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or
- 2.2. these terms and conditions apply to all supplies of Goods by us to any customer.
- 2.3. any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.4. [except where stated otherwise], any obligation of any person arising from this
- 2.5. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or pass as a result of
- 2.6. the headings to the paragraphs and schedules (if any) to
- 2.7. a reference to an act or regulation includes new law of substantially the
- 2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of , [\$ 50].
- 2.9. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as
- 2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

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. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do
.
- 3.4. [\[Because we rely on our suppliers, we / We\]](#) do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The
.
- 3.5. The price of Goods may be changed by us at any time. We will never change a price so as to affect the
.
- 3.6. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website;
.
- 3.7. We do not sell the Goods in all countries. We may refuse to deliver the Goods if
.

4. Acceptance of your order

- 4.1. [Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the Goods to you. \[At](#)
,

].

[OR](#)

- 4.2. [Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order](#)
,

AND

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

OR

- 4.4. Your order is an offer to buy from us. We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our

].

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

4.5.1 accept the alternatives we offer;

4.5.2 cancel all or part of your order.

5. Price and Payment

- 5.1. The price payable for the Goods that you order is

OR

- 5.2. The Price is as set out

- 5.3. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods

- 5.4. Prices include goods and services tax ("GST"). If you show by your delivery address that you reside outside

OR

- 5.5. Prices include goods and services tax ("GST"). If you show by your delivery address that you reside outside New Zealand,

- 5.6. [If the item you order is available in parts, you must pay us the full price of

.]

- 5.7. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in .
- 5.8. [Any information given by us in relation to exchange rates are approximate only
.]
- 5.9. If, by mistake, we have under-priced Goods, we will not be liable to supply that those Goods to you at the ,
.
- 5.10. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which .
- 5.11. 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 [15] .

6. Security of your [credit card]

We take care to make Our Website safe .

- 6.1. Card payments are not processed through pages controlled by us.
- 6.2. If you have asked us to remember your credit card details in readiness for your next purchase ,
.

7. Delivery and pick up

- 7.1. Goods are delivered within [30] .

- 7.2. Deliveries will be made by the Carrier to
- 7.3. If we are not able to deliver your Goods within [30]
- 7.4. We may deliver the Goods
- 7.5. [Goods are sent at our risk
- 7.6. 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
- 7.7. Signing "Unchecked", "
- 7.8. [Goods are sent by post.
- 7.9. If we agree with you to deliver on a particular day or at a particular time, we will
- 7.10. Some Goods will be delivered direct from the manufacturer who will contact
- 7.11. Some Goods are so large and heavy that delivery

7.12. Time for delivery specified on the order, ,

.

7.13. We are happy for you to pick up Goods from our shop /

. [

].

7.14. If you :

7.14.1 we will not

;

7.14.2 Goods are at your risk from

/ ;

7.14.3 you agree that you are responsible for everything that happens
after ,

,

,

.

8. Foreign taxes and duties

8.1. If you are not in [New Zealand](#), ,

,

.

8.2. You are responsible for purchasing Goods which you are

.

9. Liability for subsequent defects

9.1. We will repair or replace Goods which fail to comply with the provisions
of 1986

1993 .

,

:

9.1.1 the defect must be

[

]

;

9.1.2 the defect

;

9.1.3 you have returned the

.

9.2. If we agree that we are liable,

.

9.3. If we repair or replace the Goods, you

,

.

10. Goods returned

These provisions apply in

:

10.1. We do not accept returns unless there was a

,

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10.2. Before you return the Goods to us, please carefully re -

,

.

10.3. The Goods must be returned to

[15].

10.4. So far , :

10.4.1 with both Goods and

;

10.4.2 securely wrapped;

10.4.3 including our ;[
]

10.4.4 at your risk and cost.

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

.

,

OR

- 10.6. You must tell us by email message to [address] you that you would like to return Goods, specifying exactly what Goods and ,

OR

- 10.7. Detailed instructions for returning faulty Goods are on Our Website at [url]. Please note

- 10.8. In returning faulty Goods please encloses

- 10.9. Most of the Goods are covered by the manufacturer's 12 .

- 10.10. If delivery was made to New Zealand ,

- 10.11. If we agree , :

10.11.1 refund the cost of return carriage;

10.11.2 repair or replace the Goods as we choose.

11. Disclaimers

- 11.1. The law differs from one .

- 11.2. All the conditions, warranties or other terms implied

- 11.3. We or our Content suppliers may make improvements or
 ,
 ,
 .
- 11.4. You are advised that Content may include technical inaccuracies or
 typographical
 .
 ,
- 11.5. We give no warranty
 ,
 :
- 11.5.1 the quality of the Goods;
- 11.5.2 any implied warranty or condition
 ;
- 11.5.3 the correspondence of the Goods with any description;
- 11.5.4 the adequacy
 ;
- 11.5.5 the truth of any Content on Our Website;
- 11.5.6 non-infringement of any right.
- 11.6. We are not liable in any circumstances for special, indirect or
 consequential loss or any damages whatsoever resulting from
 ,
 ,
 ,
 .
- 11.7. Except in the case of liability for personal injury or death,
 ,
 ,
 .

12. Your account with us

- 12.1. You agree that you have provided, and will continue
 ,
 .
 .

12.2. If you use Our Website, you are

.

12.3. You agree to accept responsibility for all activities that occur under your account or

.

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13. Restrictions on what you may Post to Our Website

You agree that you will not

:

13.1. be malicious or defamatory;

13.2. consist in , ;

13.3. be illegal, , , ;

13.4. be sexually explicit or pornographic;

13.5. be likely to deceive any person or be

, , ;

13.6. give the impression that it emanates from

;

13.7. solicit passwords or personal information from anyone;

13.8. be used to sell

;

13.9. (.) .

;

13.10. , ;

13.11. -

18 .

14. Your Posting: restricted content

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

15. How we handle your Content

- 15.1. .
- 15.2. .
- 15.3. , .
- 15.4. .
- 15.5. .

15.6.

1994

15.7. [

].

15.8.

15.9.

15.10.

15.11.

15.12. [

[

/]].

16. Removal of offensive Content

16.1.

16.2.

16.3.

16.3.1

16.3.2

16.3.3

16.4.

16.5.

16.6.

17. Security of Our Website

17.1.

17.2.

17.3. ;

17.4. ;

17.5. ;

17.6. , ;

17.7. .

17.8. ,

17.8.1 .

17.8.2 .

18. Indemnity

18.1. ;

18.2. your breach of this agreement;

18.3. , ;
 , ;

18.4.

18.5.

19. Intellectual Property

20. Miscellaneous matters

20.2. $\left[\begin{array}{c} 1 \\ 0 \\ 0 \end{array} \right]$, $\left(\begin{array}{cc} 1 & 0 \\ 0 & 1 \end{array} \right)$

20.3.

20.4.

20.5.

20.6.

It shall be deemed to have been delivered:

72

24

20.7.

,

.

20.8.

.

20.9.

, [

].

20.10.

,

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20.11.

,

.

Explanatory Notes:

E-commerce terms and conditions template: retailer of goods

Paragraph Specific Notes:

Drafting 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

“Goods”

“Our Website”

You might decide

“Products or Toys”/ “ ”

“The Toy Store Site”/ “ ”

But if you do change the defined word, **make sure it applies to every use of it in the document**. Remember too, that when a word or phrase is defined, the defined meaning,

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Many of them strengthen

3. Our contract with you

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

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 claimed that the contract has been completed. By leaving the point at which the

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. Price and payment

You must edit these paragraphs to make

6. Security of your credit card

This paragraph is more for information than contractual commitment. We have included it here because many users

For payment you may have various alternatives like

7. Delivery and pick up

As for the paragraph on price and payment, there are many alternative ways that your business could work. Edit these paragraphs to suit your business. When

8. 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.

9. Liability for subsequent defects

Consumer contracts are protected by the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 as amended. You do not have to offer anything at all

10. Goods returned

This paragraph provides for the alternative of stating your returns policy on your website. You could argue

It may be easier to edit text on a web page than to change your T&C document. The problem that may arise is that what you say on your website may not be contractually binding. If you are selling low value goods,

&

11. Disclaimers

Disclaimers are not always binding. The law is complicated and much depends on the facts of each case. Our best advice to you is to include these disclaimers so far as they apply to your

1986

1993

12. Your account with us

These terms provide some protection in case of customer

13. Restrictions on what you may Post to Our Website

This and the following four paragraphs relate directly to aspects of the interface between you and your buyers.

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

14. Your Posting: restricted content

This paragraph continues in the vein

15. How we handle your Content

It is a question of

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate

16. Removal of offensive Content

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

, & (

17. Security of Our Website

There is an intentional overlap here with the paragraph on

18. Indemnity

We suggest no edits.

19. Intellectual Property

Few business managers appreciate just how

We suggest that

20. Miscellaneous matters

A number of special points.

End of notes