E-commerce terms and conditions template: retailer of goods

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Terms and conditions

These terms and conditions are the contract between you and [Our Name] ("us", "we", etc). By visiting
They are based on a set written by <u>Net Lawman</u> and released under licence. They protect your rights as well as ours.
I / We are [your business name], [a company registered in [country], number [= = = =]. = = = = = = = [= = =]]
You are: Anyone who uses Our Website.
Please read this agreement carefully and save it. If you do not agree with ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

1. Definitions

The terms and conditions:

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 passed 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 \blacksquare
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 E E E E E E E E E E E E E E E E E E E
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 •••••••••••••••••••••••••••••••••••
Acc	ceptance 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.
Pric	e and payment
5.1.	The price payable for the Goods that you order is \blacksquare
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 UK value added tax ("VAT"). If you show by your delivery address that you reside outside the ••••••.
OR	
5.5.	Prices include UK value added tax ("VAT"). If you show by your delivery address that you reside outside the United , , , , , , , , , , , , ,
5.6.	[If the item you order is available in parts, you must pay us the full price of

	6.2.	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			
	6.1.	Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will			
	We ta	ke care to make Our Website safe ■■■■■■■■■■■■■■■.			
6.	Security of your credit card				
	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 ••••••••••••••••••••••••••••••••••			
	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			
	5.9.	If, by mistake, we have under-priced Goods, we will not be liable to supply that those Goods to you at the			
	5.8.	[Any information given by us in relation to exchange rates are approximate only ••••••••••••••••••••••••••••••••••••			
	5.7.	Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment • • • • • • • • • • • • • • • • • • •			

7. Cancellation and refunds

This and the following paragraph apply if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges)

Regulations 2013 (the "Regulations").

•••	•••.	,	
7.1.		•	ou that information relating to all aspects of our Goods ment but in our marketing material,
	••••		
7.2.	The fol	lowing rule	s apply to cancellation • • • • • • • • • • :
	7.2.1	cancel yo	ve ordered Goods, but not received them, you may our order without giving a reason, at any time within 14
	7.2.2	cancel yo	ve ordered Goods, and received them, you may our order at any time within 14 days of the date you them. You must tell us that you wish ••••••••••••••••••••••••••••••••••••
	7.2.3	We will re	eturn your money subject
		7.2.3.1	we receive the Goods in a condition in which we can re-sell them at full price ,
		7.2.3.2	you comply with our procedure for returns and refunds. We cannot return your
7.3.	The op	tion to can	cel your order = = = = = = = = = :
	7.3.1		chase sealed goods which relate to health or hygiene, become unsealed after delivery, ;
	7.3.2	•	e a hard medium for a product in soft copy, which
	7.3.3	If the God	ods are somehow mixed with other goods so that we
7.4.			ole for the cost of returning the Goods. We have no

Liak	oility f	or subsequent defects
8.1.		examine the Goods received from us immediately you receive f you do not tell us of any defect or problem within 30 days .
8.2.	The pro	ocedure
	8.2.1	the Goods must be returned to us
	8.2.2	before you return the Goods to us, please carefully re-■ ■ ■
].
	8.2.3	please follow the returns procedure [provided on our website / set out on the # # # # # # # # # # # # # # # # # # #
]
8.3.	We wil	
	8.3.1	we receive \blacksquare
	8.3.2	you comply with our returns • • • • • • • • • • • • • • • • • • •
	8.3.3	you tell us clearly what is the fault you
8.4.	If any I	
	8.4.1	repair or replace the Goods, or

7.5. In any of the above scenarios, we will return \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare 14

Delivery and pick up 9. Goods are delivered within [30] = = = = = = = = = = = = = = = 9.1. 9.2. 9.3. If we are not able to deliver your Goods within [30] = = = = = = = = 9.4. 9.5. All Goods must be signed for on delivery by an adult aged 18 years or 9.6. over. If no one of that age is at the address when $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ 9.7 9.8. [Goods are sent by post. \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare ------------. 1. 9.9. If we agree with you to deliver on a particular day or at a particular

refund the full cost

8.4.2

		••••••
9.10.	contact	Goods will be delivered direct from the manufacturer who will
9.11.		Goods are so large and heavy that delivery
9.12.		r delivery specified on the order, ••••••, ••••••••.
9.13.		happy for you to pick up Goods from our shop / • • • • • • • • • • • • • • • • • •
9.14.		:
		we will not • • • • • • • • • • • • • • • • • • •
	9.14.2	Goods are at your risk from • • • • • • • • • • • • • • • • • • •
	9.14.3	you agree that you are responsible for everything that happens after
Fore	eign ta	exes and duties
10.1.	-	re not in the UK,
10.2.		e responsible for purchasing Goods which you are

11. Goods returned

These		ons apply if you buy from
11.1.		not accept returns unless there was a ,
11.2.		you return the Goods to us, please carefully re
11.3.	The Go	oods must be returned to • • • • • • • • • • • • [14 • • • •].
11.4.	So far	,
	11.4.1	with both Goods and
	11.4.2	securely wrapped;
	11.4.3	including our \blacksquare
	11.4.4	at your risk and cost.
11.5.	The pro	ocedure for return of Goods is set out on
OR		
11.6.	return (ust tell us by email message to [address] that you would like to Goods, specifying exactly what Goods and
		■.

OR

		[url]. Please note = = = = = = = = = = = = = = = = = = =
	11.8.	In returning faulty Goods please encloses
	11.9.	■■■■■. Most of the Goods are covered by the manufacturer's ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
	11.10	. If we agree ••••••••:
		11.10.1 refund the cost of return carriage;
		11.10.2 repair or replace the Goods as we choose.
	11.11	. If we repair or replace the Goods, you
12.	Was	ste Electronic and Electrical Equipment
	Reg	ulations 2013
		• •
	12.1.	ulations 2013
	12.1. 12.2.	These regulations provide that suppliers of equipment. Our obligation is to take back.
13.	12.1. 12.2. 12.3.	These regulations provide that suppliers of equipment Our obligation is to take back If you wish to take advantage of this service,

	· · · · · · · · · · · · · · · · · · ·	1
13.1.	The law differs from one	I =
13.2.	All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction	•
40.0		
13.3.	We make no representation or warranty for: 13.3.1 any implied warranty or condition ;	■
	13.3.2 the adequacy • • • • • • • • • • • • • • • • • • •	ı
13.4.	We claim no expert knowledge in any subject.	
13.5.	You agree that in any circumstances when we may become liable = 12	I •
13.6.	We shall not be • • • • • • • • • • • • • • • • • •	. =
	13.6.1 indirect or consequential loss; or	
	13.6.2 economic loss or other loss of turnover,	•
13.7.	This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, ••••, ••••, •••• •••••••••••••••••••	•

13.8.	If you become aware of any breach of any term of this ••••••••••••••••••••••••••••••••••••
	on two: use this option (to = = = = = = = = = = = = = = = = = = =
13.9.	The law differs from one
13.10	All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction
13.11	. We make no representation or warranty for:
	13.11.1 the quality of the Goods;
	13.11.2 any implied warranty or condition
	= ;
	13.11.3 the correspondence of the Goods with any description;
	13.11.4 the adequacy • • • • • • • • • • • • • • • • • • •
13.12.	. We claim no expert knowledge in any subject.
13.13	We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website,
13.14	. We make no = = = = = = = = = = = = = = = = = =

	13.14.1 accuracy of any •••••;
	13.14.2 delivery of Content, material or any message;
	13.14.3 privacy of any transmission;
	13.14.4 any act or omission of any
	13.14.5 any aspect or • • • • • • • • • • ;
13.15.	Our Website includes Content Posted by third parties. We are not responsible • • • • • • • • • • • • • • • • • • •
13.16.	We will do all we can to maintain access to Our Website, but
10 17	Vou agree that in any circumstances when we may become liable = =
13.17.	You agree that in any circumstances when we may become liable ,,,,,,, .
	12
OR	
13.18.	Our total liability under this agreement, however it arises, shall • • • • • • • • • • • • • • • • • •
13.19.	This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our , , , , , , , , , , , , , , , , , ,
	1999 / • • • • (• • • • • • •) (• • • •) • • • •
13.20.	If you become aware of any breach of any term of this \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

	13.21	. Nothing in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
14.	You	r account with us
	14.1.	You agree that you have provided, and will continue
	14.2.	If you use Our Website, you are
	14.3.	You agree to accept responsibility for all activities that occur under your account or
15.	Res	trictions on what you may Post to Our Website
		agree that you will not
	15.1.	be malicious or defamatory;
	15.2.	consist in •••••• ;
	15.3.	be illegal, ••••, ••••, •••;
		be sexually explicit or pornographic;
	15.5.	· , · · · · · · · · · · · · · · · · · ·
	15.6.	

	15.7.	solicit passwords or personal information from anyone;
	15.8.	;
	15.9.	
		;
	15.10	
	15.11	
16.	You	r Posting: restricted content
		,
	16.1.	,
	16.2.	
	16.3.	
	16.4.	inaccurate, false, or misleading information.
17.	How	we handle your Content
	17.1.	2018
	17.2.	

		,
	17.4.	
	17.5.	
	17.6.	
	17.7.	
	17.8.	
18.	Rem	noval of offensive Content
	18.1.	
	18.2.	
	18.3.	
		18.3.1

17.3.

			• • • • •						• • • • •
			, 				••••		••••
	18.4.		• • • • •				••••	• • • •	••••
	18.5.					 		••••	
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			• • • • •					••••	
	18.6.								
19.	Sec	urity of	f Our \	Vebsi	ite				
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		••••	. – – –						
	19.1.								
	19.2.		• • • • •			 			
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	19.3.						,		••••
				Ι;					

	19.4.	 ;	••••	•••			•••		. ■ , ■		■,■■		■
	19.5.												
	19.6.		,					:::				, ·	••
	19.7.				• • • :		•••	•••		•••	•••		• •
	19.8.		::::			■ ■ , ■		•••		•••	•••		• •
						,							
20.	Inde	mnity	,										
				• • • •							•,■■		•
	20.1.				• • •	• • •	•••	•••		•••	•••	•••	••
		your br		, ■ ■ ■								• • , ■	•

	===;
	20.5.
21.	Intellectual Property
	21.1.
	21.2.
	21.3.
	21.4.
22.	Dispute resolution

	•••••
	22.1.

20.4.

22.2.	
22.3.	
22.4.	We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: http://ec.europa.eu/consumers/odr/ .
Misc	cellaneous matters
23.1.	
23.2.	
23.3.	
23.4.	
23.5.	

23.6.	
	It shall be deemed to have been delivered:
	;
	72;
	24
]
23.7.	
23.8.	
00.0	
23.9.	
23.10.	

Information about your statutory right to cancel
Your right to cancel
2013,
14
How to cancel
,
[
Model cancellation form
-
/

	•	 •	[= 1	••	■]	/ ■	•	•		■ [•	▮],					
	■ : [-	 	
 ■]	,																

Address: [enter your address],

Signature: (only if this form is notified on paper)

Date: [date]

Explanatory notes:

E-commerce terms and conditions template: retailer of goods

General notes

	1.	About Consumer	Contracts	(ICAC)) Regulations	2013
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For an online retailer of goods the new Regulations are evolutionary rather than a revolution. We have written a number of <u>articles explaining each point</u>.

The required information is explained fully in our article "<u>Information</u> requirements for <u>Distance Contract</u>". Here is a short version:

- a. description of the main characteristics of the goods;
- c. Your identity, land address and full $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$;
- d. the arrangements for payment and delivery of goods;
- e. the telephone cost of communicating with you when it is not calculated
- g. whether, if the customer exercises the right to cancel, he must bear the

Next, we will tell you about the \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare .

	Please note: When you sell goods to consumer, you have no choice but to inform your customer about his cancellation right and provide cancellation form. That means your customer may cancel the order and return the goods. ■
2.	What you need to do to comply with the
	The Act applies to all personal data you collect, use or store. The scope
	We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at https://www.netlawman.co.uk/d/website-privacy-policy
	For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law.
	Nonetheless, if a customer or client takes the trouble to read this T&C document, the reason is probably because they seek re-assurance. For that reason, and not for any legal reason, we have included a few points of information. There is no reason why you should not do so too. If you do, we strongly advise to keep • • • • • • • • • • • • • • • • • •
	As a vastly reduced summary, the important areas of the I I I I I I I I I I I I I I I I I I
	 you do not have a provision where you are assuming implied consent of customer to use his information = = = = = ;
	 if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such
	Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need TO THE TO T

You may find full list at:

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/

https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/applications/children/

We have drawn this terms and conditions document on the assumption that you would make practical changes on your website and use an updated privacy notice. So as to allow

Paragraph Specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

"Our Website"

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

"Products or Toys"/"

"Products or Toys"/"
"Products or Toys"/"
"Products or Toys"/"
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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,

"The Toy Store Site"/ " ■ ■ ■ ■ ■ ■ ■ "

.......................

2.	Interpretation
	Leave these items in place unless there is a good reason to edit or remove. Many of them strengthen I I I I I I I I I I I I I I I I I I
3.	Our contract with you
	This paragraph prevents a party from later saying he was •••••••••••••••••••••••••••••••••••
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
	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 the , , , , , , , , , , , , ,
7.	Cancellation and refunds
	If you sell only to businesses and organisations,

This paragraph sets out your customer's rights as a "gold standard". In the past, the law has not compelled a seller to disclose his legal obligations. So sellers have not done so. These regulations change that. Because many organisations continue to keep customers in
Provision of information
the 14 day cancellation period
• "no fault " • • • • • • • 14 • • • • • • • • •
Liability for subsequent defects
A buyer's right to return faulty goods dates back to 1890. It applies today to all goods, as •••••, ••••, ••••.
If goods are not of satisfactory quality, as described and
The minimum period within which you can insist on returned is six months. However, in common law, the return period depends on the estimated life of the product. If you expect it to last for twenty years, you could reasonably
This paragraph sets out "standard" limits to enable you to comply with the 2015 .
If goods are defective on arrival or within 30 days, the buyer is entitled to a full refund of the cost, the cost
If a defect becomes apparent only later, it will not be clear whether the buyer must accept a repair, an alternative, a precise replacement, or his money back.

	•••••
	Because most buyers of this document supply consumers, we 2015.
	To comply with the Consumer Rights Act 2015, do not reduce the " = = = " = = = = = = = = = = = = = =
9.	Delivery and pick up
	As for the paragraph on price and payment, there are many alternative
10.	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.
11.	Goods returned
	This paragraph includes terms to return defective goods • • • • • • • • • • • • • • • • • • •
	We have provided a sensible set of terms. However, the law everywhere provides that if you sell defective goods or services you are
	We have added for your convenience provisions for returning which
12.	Waste Electronic and Electrical Equipment Regulations 2013
12.	• • •
	The WEEE Regulations are a requirement for retailers who sell electrical goods.
13.	Disclaimers

far you can use this paragraph and how
Our aim in drawing this paragraph is to limit your liability as far as possible, particularly against events you may not anticipate. We are also aware that you might sell to business, not consumers, and to
There is a substantial set of law which regulates what you can sell to anyone, so no matter what you put in this paragraph, it will not
On top of that solid legal structure is an even larger structure relating to protection of consumer rights. That is because consumer protection is extreme in the EU. If
We have therefore provided not merely alternative provisions within this paragraph, but two alternative paragraphs. One version is what you can reasonably say if you deal
If you sell Worldwide, you could of course arrange for only
It is possible that neither of these alternatives will be entirely enforceable. However we have also specified that any provision which offends should be reduced,
Our best advice to you is to include these disclaimers so far as they apply to your business, but do not expect that you can

	You will see that we have also included in the provision for directors and others to have the same protection. One way to get around
14.	Your account with us
	These terms provide some protection in case of customer • • • • • • • • •
15.	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
16.	Your Posting: restricted content

17.	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 ••••••••••••••••••••••••••••••••••••
18.	Removal of offensive Content
	This paragraph is targeted at anyone who is aggrieved by your site content. He may or may not be one
	,
19.	Security of Our Website
	There is an intentional overlap here with the paragraph on
	•••.
20.	Indemnity
	We suggest no edits.
21.	Intellectual Property
	Few business managers appreciate just how
	We suggest that

22. Dispute resolution

This paragraph sets out standard terms • • • • • • • • • • • • • • • • • • •
1116 Hew law is directed at those 1000 = 1 = 1000 = 1 = 1000 = 10
UK courts have more or less insisted on litigants going
"
The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should
Mediation costs money. £1000 to £3000 would be
• • £ 10,000, • • • • • • • • • • • • • • • • •
There seems to be some confusion in the EU regulations as to how ••••••••••••••••••••••••••••••••••
• • • • • • • • • • • • • • • • • • •
As a result of that act, arbitration entails very similar procedures to those in
The new regulations require that if you know of a mediator, you should $\blacksquare \blacksquare$

•••.
From here
The law requires that when your internal complaint handling procedure is exhausted then you
22.4: in the unlikely event that your business • • • • • • • • • • • • • • • • • •
However, as an online seller of goods the law requires you to provide a link to online alternative dispute resolution platform which is at http://ec.europa.eu/consumers/odr/ You may find more details at:
You may find more details at: http://www.legislation.gov.uk/uksi/2015/542/contents/made http://www.legislation.gov.uk/uksi/2015/1392/pdfs/uksi_20151392_en.pdf
Do
Miscellaneous matters
A number of special points.
Email communications are usually binding in the UK, but may not be, ■ ■ ■ .
Take care before agreeing to accept • • • • • • • • • • • • • • • • • • •

Notice of right of cancellation
At the end of the terms document,

The first part is your notice to your customers. The second
,,
,

End of notes