

ZA-TCmkt03

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

Terms and Conditions applicable to a seller of goods [/]

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 the Republic of South Africa], [/] []

1. Definitions

"Content" means the textual, visual or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations.

"Our Website" means any website of ours, and includes all

"Post" means place on or into Our Website any Content or material

"Product" means any item offered for sale by you on Our Website,

"Service" means all of the services available from Our Website,

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 partners or joint venturers.

2.2 If you place a Product for sale on Our Website, you

- 2.3 When you place a Product on Our Website, you will be bound to provide all the information required by 2002 (“ ”).
- 2.4 Although we are not a party to your contract with a buyer introduced to you via Our Website, we shall remove your Products from .
- 2.5 We may change this agreement in any way at any time. The version applicable to your contract is the version which was .
- 2.6 Subject to this agreement and to the procedures set out on Our Website, you may .

3. If your customer buys as a consumer

- 3.1 You authorise us to take any action that may reasonably be required from time to time, to protect your interests and .
- 3.2 Because we are not your agents except to market your Products and take payment, all your obligations under the Act must be fulfilled by you. That means the information you provide to us by , , .
- 3.3 On Our Website, we will provide a route to allow a customer to deal directly with you. That .
- 3.4 We will also provide regulatory information relating to returns and cancellation. We expect you to comply with those terms unless the Product you sell, or your business model, requires different terms. .
- 3.5 Because every reference to a Product of yours, made by you or by us, may be , : .

3.5.1 to make clear any contractual term in content you place on Our Website, which may

3.5.2 that no content on your website will contradict content

4. Your Product placement

You agree that you will:

4.1 not place any Product for sale which is not of merchantable quality or which requires for its setup or use a level of

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

4.3 not re-place any Product we remove

5. Delivery

5.1 Deliveries of hard copy and physical Products will be made from your premises, by post or by a carrier instructed

5.2 You will notify both the customer and [\[Ourname.co.za\]](#) by email on the date of sending,

5.3 If at any time, any customer notifies you of non-delivery within the time scale offered by you on Our Website, you will investigate immediately and tell the customer that you are ,

5.4 In the absence of information to the contrary, you agree to despatch a Product within [\[three\]](#) days of notification of order by us,

5.5 If it is apparent that a customer has not received a Product within 14 days of the expected delivery date, you will refund money paid, including any delivery charge. This is a condition of

6. Products returned

You agree that you will at all times:

- 6.1 reply promptly and in any event within 48 hours to
;
- 6.2 comply with the law relating to all aspects of the contract between you and your customer, relating in particular your obligations to provide full information and accept cancellation and returns. However, you may also offer more favourable terms to
;
- 6.3 when you have an obligation to return money to a customer for any reason, you will do so immediately, as
&
;
- 6.4 in the event that a Product ordered is not available, you will immediately
;
- 6.5 comply with the [\[Our name\]](#) procedures relating to satisfaction of an order, Products returned and payment,
;
- 6.6 please provide information to us in respect of any claim for non-delivery and any dispute as to payment,
.

7. The selling procedure

- 7.1 [\[Our name\]](#) is not responsible for the fulfilment of
.
- 7.2 [Your contract with a buyer through Our Website is made when you acknowledge the order or despatch the Product. Until that time, the customer's action is an "invitation to treat". We have arranged our terms with buyers in](#)

OR

- 7.3 You agree that a contract to sell a Product offered by you is a firm and binding contract as soon as
- 7.4 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
- 7.5 All Products may be subject to a delivery charge which will be shown at the pay point. The delivery
- 7.6 Products will be offered for sale and sales made, subject to the terms and conditions applicable
- 7.7 We shall send you a message
- 7.8 You agree to provide an adequate stock of any Product placed

8. Value added Tax

- 8.1 Fees and commissions
- 8.2 If you are located in the South Africa, we will

8.3 If you are located in the South Africa, and

8.4 [Our name] has the right to demand additional information

9. Our commission and payment to you

9.1 We sell your Product at the price you place

9.2 Our fees and commissions are payable on

9.3 Our Website selling system is

9.4 The proportion of each

OR

9.5 The proportion of each sale

9.6 Where our commission is based on a percentage of the sale price, you may not

9.7 We will pay 14

9.8 If you have a bank account

9.9 If you do not have an account in the South Africa, we will transfer money

9.10 We will

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

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

9.13 If you or we accept any cancellation

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

10. Advertising your Product

If you accept our offer

10.1 We may use the
[].

10.2 Without prior consent of the other; neither we nor you will

10.3 The price charged

10.4 The cost of work ordered by you is payable in full,

10.5 We give no

10.6 We shall receive no secret commission

11. Your Product warranties

11.1 You warrant that

:

11.1.1 is not: illegal, obscene, abusive,

,

,

,

;

11.1.2 does not offend against

;

11.1.3 is not intended

,

11.2 You warrant that you own the copyright of

,

:

11.2.1 to enter or upload that Content;

11.2.2 to receive

;

12. How we handle your Content

12.1 If you Post Content to any public area of Our

.

.

12.2 [You now irrevocably authorise us to publish feedback,

,

,

].

12.3 We will use that licence only for commercial

12.4 Posting content of any sort does not change your

12.5 You understand that you are personally responsible for your breach of

12.6 You accept all risk and

12.7 Please notify us

13. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website for [\[marketing your products and services\]](#).

We do not

You agree that you will not use or

13.1 be unlawful,

13.2 be obscene,

13.3 be sexually explicit or pornographic;

13.4 be likely to deceive any person or be

13.5 use a Posting to solicit responses

14. Your Posting: restricted content

In connection with the restrictions set out ,

In addition to the ,
:

14.1 hyperlinks, other than ,
;

14.2 keywords or words ,
.

14.3 the name,
.

14.4 inaccurate, false, or misleading information.

15. Security of Our Website

.
:
:

15.1 , ,
,

15.2

;
;
15.3 ,
;

15.4

;

15.5

;

15.6

,

,

;

15.7

.

16. Copyright and other intellectual property rights

16.1

,

.

.

16.2

,

,

,

,

,

,

.

16.3

,

,

.

17. Interruption to the Service

17.1

.

17.2

,

,

.

.

17.3

.

17.4

’
.

18. Our disclaimers

18.1

(
, , , , ,
)
.

18.2

,
,
,
,
.

18.3

" "
,
,
,
,
:

18.3.1

;
,

18.3.2

,
;
,

18.3.3

, ,

.

18.4

,

.

19. Your indemnity to us

,
:

19.1

;

19.2

19.3

19.3.1

19.3.2

19.4

19.5

20. Miscellaneous matters

20.1

20.2

20.3

20.4 [] ,
2000
2013 .

20.5
;

20.5.1
;
;

20.5.2
;

20.5.3
;

20.6

20.7

20.8

20.9

It shall be deemed to have been delivered:

;
;
72 ;

- : 24

-

. [

-

.

,

]

20.10

,

,

,

.

20.11

.

20.12

, [

].

20.13

,

.

20.14

,

.

20.15

,

.

Explanatory Notes:

Website terms and conditions template: marketplace for goods; 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

We use

"Product"

"Our Website"

You decide to change to

"Mobile phones" / "Home wares"

"The Jones Site" / "

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. If your customer buys as a consumer

There are many other aspects of consumer law you could include. They apply whether or not you mention them here. It may be more useful to give the

URLs on your Website of the most important pieces of legislation. This paragraph

4. Your Product placement

These ground rules make sure that you are

5. Delivery

You do not need to worry how delivery is made but you are concerned

6. Products returned

You can either spell this out on a web page or incorporate the information

Most traders will already comply as a matter of efficient management. We suggest however that you provide a framework of minimum

"

We have given you some ideas.

7. The selling procedure

This paragraph is entirely flexible.

8. Value added Tax

We have no comment.

9. 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, but you

10. Advertising your Product

You may not need this provision. It provides a framework

11. Your Product warranties

More protection for you and your **business** !

12. 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

13. 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.

This paragraph has two purposes: the first is the obvious and named purpose of

No matter what you put in this paragraph, there is no certainty that you may

Of course,

We have provided a vast

14. Your Posting: restricted content

When you allow other people to provide any material on your ,

15. Security of Our Website

Your need for this provision depends

16. Copyright and other intellectual property rights

Breaches of copyright happen constantly.

17. Interruption to the Service

As a market place site,

18. Our disclaimers

Exclusions of your liability. This paragraph

19. Your indemnity to us

We suggest no edit.

20. Miscellaneous matters

A number of points

Unless you have a

End of notes