

ZA-TCmkt04

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

Terms and Conditions applicable to a buyer of Products using [Ourname]

These terms and conditions are the contract between you and [Ourname] (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them.

[Ourname] is a trade name of [company name], [Incorporation number [Number] incorporated in the Republic of South], [/] [].

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. 18

If you use Our Website, you do so in accordance with these terms. If you are unable to accept these terms,

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, , , .
“Our Website”	means any website of ours, and includes all .
"Post"	means upload or place on or into Our Website any Content or .
“Product”	means any item offered for sale on Our Website, .
“Seller”	means a person who offers a Product for .
“Service”	means any service we provide through Our Website, .

2. Our contract

- 2.1 [Ourname] is neither a buyer nor seller of Products offered for sale in any form. [Ourname]
- 2.2 [Ourname] is a marketplace. We are agents of a Seller only to the extent of use of Our Website as a platform
- 2.3 We are not responsible to you further than to take your money
- 2.4 We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint in our []
- 2.5 We are not responsible for delivery of any Product you order or for the returns and repayment procedure
- 2.6 These terms and conditions regulate the business relationship between you and us. By using Our Website free ,
- 2.7 We provide a market place for the supply of Products. We :
- 2.7.1 your locating and ordering a Product;
 - 2.7.2 your choice of a Product;
 - 2.7.3 any aspect of the provision of the Product;
 - 2.7.4 refund payment for any Product;
 - 2.7.5 any complaint about any Product.
- 2.8 In any dispute with a Seller, you should deal only with the Seller. We have
- 2.9 We may change this agreement in any way at any time. The version applicable to your contract is the version which was

3. Your account and personal information

3.1 When you visit Our Website, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe

3.2 You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible

3.3 You agree to notify us of any changes in your information immediately it occurs. If you do

4. If you buy as a consumer

If you buy as a consumer as defined in the Electronic Communications and Transactions Act 2002 , :

4.1 if you cancel your contract within seven days of having made it, the Seller has

4.2 If he has despatched your order by the time he receives your cancellation, you may still return the product to the Seller, un-

5. The buying procedure

5.1 [Ourname] is not responsible for the fulfilment of

5.2 Prices listed on Our Website by Sellers are inclusive

- 5.3 Unless it is clear to the contrary, you may assume that every sale is made
- 5.4 Products may be offered for sale subject to any discount or promotion arranged []
- 5.5 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
- 5.6 All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by the Seller for each Product offered for sale. It may be changed at the
- 5.7 Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not
- 5.8 You are required to pay in the currency in which the Product
- 5.9 Every sale will be subject to the laws applicable but there shall not be implied any right which is neither
- 5.10 For security purposes (yours and ours) we will not permit more than a maximum number of
- 5.11 To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given

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. We use one or more online payment service providers who](#)

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- 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

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7. The [Ourname] guarantee

- 7.1 To give you the utmost []
,

- 7.2 If the Seller fails to supply a Product to you for

- 7.3 This guarantee is subject to the following conditions:

- 7.3.1 you must first follow

;

- 7.3.2 the maximum payment is R [Amount]. We will
30 60

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;

- 7.3.3 the claim

;

- 7.3.4 you must provide a street address to us

: [,];

- 7.3.5 you are limited to a

;

- 7.3.6 you must **not**

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- 7.4 The guarantee set out in

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8. Products returned

These provisions apply in the

8.1 The Seller does not accept returns unless there was a

8.2 Before you return a Product to the Seller, please carefully re-

8.3 The Products must be returned to

6

8.4 So far , :

8.4.1 with both Product and

8.4.2 securely wrapped;

8.4.3 including the Seller's delivery slip;

8.4.4 at your risk and cost.

8.5 We advise you to follow the returns procedure set out on your Seller's website

8.6 If the Seller , :

8.6.1 refund the cost of return carriage;

8.6.2 repair or replace the item as he chooses.

9. How we handle your Content

9.1 Our privacy policy is .

9.2 If you Post Content to any public area of Our

9.3 Even if access to your text is behind a user registration it

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

9.5 We will use that licence only for commercial

9.6 You agree to waive of your right to be

1978 .

9.7 [You now irrevocably authorise us to publish

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9.8 Posting content of any sort does not change your

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

9.10 You accept all risk and

9.11 Please notify us

9.12 [We do not solicit ideas or text for improvement of our Service, but if

[/]].

10. 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

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We do not undertake to moderate or check every item Posted, but we

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You agree that you will not use or

:

10.1 be unlawful,

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10.2 consist in

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10.3 be obscene,

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10.4 be sexually explicit or pornographic;

10.5 be likely to deceive any person or be

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;

10.6 use a Posting to solicit responses

;

10.7 request or collect passwords or other personal

,

;

10.8 be used to sell any goods or services or for any other commercial use not intended by

,

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;

10.9 include anything other than words (i.e.
)

;

10.10 facilitate the provision
;

10.11 link to ;

10.12 use distribution lists that include

;

10.13 send age-inappropriate
18 .

11. Your Posting: restricted content

In connection with the restrictions set out ,
.

In addition to the ,
:

11.1 hyperlinks, ;

11.2 keywords or words ,
.

11.3 the name,
.

11.4 inaccurate, false, or misleading information;

12. Removal of offensive Content

12.1 For the avoidance of doubt,
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12.2 We are under no obligation to monitor or record the activity of any user of Our

12.3 If you are

12.3.1

12.3.2

12.3.3

12.3.4

12.4

12.5

13. Security of Our Website

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14. Copyright and other intellectual property rights

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15. Interruption to the [Ourname] Service

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16. Our disclaimers

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16.3.1 of satisfactory quality;

16.3.2 fit for a particular purpose;

16.3.3 , ,
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16.4

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16.4.1

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16.4.2 the Seller performing his contract.

16.5

17. Indemnity

17.1

17.2 your breach of this agreement;

17.3 your failure to comply with any law;

17.4

18. Miscellaneous matters

18.1

18.2 [

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2013 .

18.3

18.3.1

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18.3.4 issue a claim in any court.

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It shall be deemed to have been delivered:

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Explanatory Notes:

Website terms and conditions template: marketplace for goods to consumers; buyer side

Paragraph Specific Notes:

Drafting notes, using the document paragraph numbers:

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 between you and a user of your website is important if you are to avoid being deemed to be involved in

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

3. Your account and personal information

Edit as required.

4. If you buy as a consumer

This provision is simply a reminder to your members

5. The buying procedure

This is the story of how your system works. It must be set down to match the

6. Security of your credit card

This short paragraph is intended primarily to re-assure your customer or client that you are careful with his

For payment you may have various alternatives like

7. The guarantee

This provision is very much an option. You can take it on in a suitable form or you can

8. Products returned

Paragraph is very clear.

9. How we handle your Content

It is a question of balance and maybe how your buyers 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

10. Restrictions on what you may Post to Our Website

This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter

data, upload, download, leave messages, and so on, the

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

Of course,

We have provided a vast

11. Your Posting: restricted content

This paragraph continues in the vein of the previous one. As you

12. Removal of offensive Content

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

13. Security of Our Website

There is an intentional overlap here with the paragraph on

14. Copyright and other intellectual property rights

We have no comment

15. Interruption to the Service

This may

16. Our disclaimers

Disclaimers are not always binding. The law is

17. Indemnity

We suggest no edits.

18. Miscellaneous matters

A number of special points.

End of notes