

ZA-TCsga08

Website terms and conditions template: retail of sourced or made to order products

Trading 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: [\[Name\]](#)

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

Our Website is: [\[URL\]](#)

You are: a visitor to /

Please read this agreement carefully and save it. If you do not agree with it, you
.

The terms and conditions:

1. Definitions

In this agreement:

"Consumer"	means any individual who, in connection with this agreement, is acting for .
"Content"	means the textual, visual or audio content that is encountered on Our Website. It may include, among other : , , , .
"Extra Work"	means all of the work we do and materials we buy .
"Goods"	means any of the goods we offer for sale on Our Website, or, if the context requires, .
"Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence

after today; and including, among others, designs, copyrights,

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

"Specified Goods" means Goods which have been subject to work or

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

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall

- 2.1. a reference to one gender shall include any or all genders and a reference to the singular may be interpreted
- 2.2. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.3. the headings to the paragraphs of this agreement are inserted for convenience
- 2.4. in the context of permission, "may not" in connection with an
- 2.5. any agreement by either party not to do or omit to do something includes an obligation not to allow some
- 2.6. a reference to an act or regulation includes new law of substantially the same
- 2.7. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified

- 2.8. these terms and conditions apply to all supplies of Goods by us to you.

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 \]](#).
- 3.5. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day
- 3.6. The price of Goods may be changed by us at any time. We will never change a price so as to affect the
- 3.7. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website,

4. Acceptance of your order

- 4.1. This paragraph applies to Goods which you buy from us as advertised,
- 4.2. Your order is an offer to
- AND EITHER
- 4.3. [Nothing that we do or say will amount to any acceptance of your offer until we actually dispatch the Goods to you. \[At any point up until](#)

].

OR

- 4.4. We shall accept your order by [e-mail confirmation]. That is when our contract is made. [Our message will also confirm

].

AND

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

.

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

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:

4.6.1 accept the alternatives we offer;

4.6.2 cancel all or part of your order.

5. Extra Work and approval of Proof / Sample

- 5.1. This paragraph applies to Specified Goods.

- 5.2. Our contract to supply Specified Goods is a contract for both the supply of Goods and

.

- 5.3. Nothing said or done by us is an acceptance of an order until we confirm clear acceptance in writing, giving you details of our understanding of your exact requirements. [At any point up until then, we

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- 5.4. Within [number] [days/weeks] of entering into this contract we will submit [/]

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- 5.5. If you wish to make any change to the specification of the Extra Work, you must pay us the sum we estimate that

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.

- 5.6. If you terminate this agreement before the Specified Goods are complete, you agree to pay us for all of the Extra Work to the date of cancellation by you. In addition you will

- [30] %

6. Prices

6.1. Prices of Goods are shown on Our Website [].

OR

6.2. Prices for Specified Goods are available on enquiry, either

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

6.4. Prices include value added tax. If you show by your delivery address that you reside outside the South ,

OR

6.5. Prices include value added tax. If you show by your delivery address that you reside outside the South Africa,

7. Payment

7.1. [We will not split an order. We require the full price of your order].

7.2. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment

7.3. [Any information given by us in relation to exchange rates are approximate only].

7.4. If, by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated ,

- 7.5. 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
- 7.6. 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]

8. Security of your [\[credit card\]](#)

We take care to make Our Website safe

- 8.1. [Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will](#)
- 8.2. [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](#)

9. If you buy as a Consumer

Please note that this paragraph

This paragraph applies if and only, if you

2002 ,

- 9.1. As required by the law, details of our -

- 9.2. You may cancel your order at any time 7days ,

- 9.3. The option :

9.3.1 if you purchase sealed Goods which relate to health

,
-
;

9.3.2 sealed audio or sealed video

, ;

9.3.3 if the Goods become mixed () .

9.4. You are responsible for the cost of returning the .
- .

9.5. If the Goods you return, show any sign of [] .

9.6. In the event of cancellation of an order
,
30 .

9.7. To assist us in identifying your Goods on receipt by ,
[] /
.

9.8. This paragraph does not .

10. Delivery

10.1. Goods are delivered within [30] .

10.2. [You may] []].

10.3. Delivery of Goods will be made by the .

10.4. If we are not able to deliver your Goods within [30]
- ,
.

10.5. We may deliver the Goods

10.6. Goods are sent at our risk until signed for by you or by any other person at the [

(: “
”)].

10.7. [Goods are sent by post.

.]

10.8. [Goods are at your

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10.9. 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

10.10. Signing "Unchecked ", "

10.11. If we agree with you to deliver on a particular day or at a particular time, we will

10.12. Some Goods will be delivered direct from the manufacturer who will contact

10.13. Some Goods are so large and heavy that delivery

10.14. Time for delivery specified on the order, ,

.

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

. [

].

10.16. If you :

10.16.1 we will not

;

10.16.2 Goods are at your risk from

/ ;

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

,

,

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11. Foreign taxes and duties

11.1. If you are not in the South ,

, ,

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11.2. You are responsible for purchasing Goods which you are

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12. Risk and retention of title

[Delete this paragraph

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12.1. *Ownership of the Goods shall not pass to you until they are*

,

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OR

12.2. The Goods

12.3. We shall deliver the Goods, ,
[].

12.4. In spite of delivery having ,
:

12.4.1 you have paid the price in full; and

12.4.2 no other sums
.

12.5. Until title to the Goods passes ,

12.6. You must store the Goods (at no cost to)

12.7. Despite any of the Goods remaining our property,

12.8. Any sale or dealing shall be a sale or use
,
.

12.9. Until title to the Goods passes from us the entire proceeds of sale of
the
.

12.10. We shall be entitled to recover
.

12.11. If we ask
.

12.12. If, when asked, you ,
.

12.13. You must not pledge or in any way charge by way of security any

12.14. You must keep the Goods insured to

12.15. If, when we ask, you fail to deliver to

12.16. While ever we have title to any

12.16.1 title to

12.16.2 you shall hold such goods as

12.16.3 all our rights in relation to

13. Liability for subsequent defects

13.1. We will repair or replace Goods which fail to comply with the
2008

13.1.1 the defect must be

[60]

13.1.2 the defect

13.1.3 you have returned the

13.2. If we agree that we are liable,

13.3. If we repair or replace the Goods, you

14. Goods returned

These provisions apply in

14.1. We do not accept returns unless there was a

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

14.3. So far :

14.3.1 with both Goods and

14.3.2 securely wrapped;

14.3.3 including our [];

14.3.4 at your risk and cost.

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

[OR](#)

14.5. [You must tell us by email message to \[address\] you that you would like to return Goods, specifying exactly what Goods and](#)

OR

14.6. Detailed instructions for returning faulty Goods are on Our Website at [URL]. Please note

14.7. In returning faulty Goods please encloses

14.8. Most of the Goods are covered by the manufacturer's guarantee
[12]

14.9. If we agree

14.9.1 refund the cost of return carriage;

14.9.2 repair or replace the Goods as we choose.

15. How we handle your Content

15.1. Our privacy policy is

15.2. If you Post Content to any public area of Our

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

15.4. We will use that licence only for commercial

15.5. You agree to waive your right to be identified

1978 .

15.6. [You now irrevocably authorise us to publish ,
 ,
 .]

15.7. Posting Content of any sort does not change your
 .

15.8. You understand that you are personally responsible for your breach of
 , ,
 ,
 ;

15.9. You accept all risk and
 .

15.10. Please notify us
 .

15.11. [We do not solicit ideas or text for improvement of our service, but if
 ,
 [] .]

16. Restrictions on what you may Post to Our Website

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16.1.

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16.2.

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16.3. be sexually explicit or pornographic;

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17. Your Posting: restricted content

- 17.1. , ;
- 17.2. ,
- 17.3. ,
- 17.4. inaccurate, false, or misleading information.

18. Removal of offensive Content

- 18.1. ,
- 18.2. , - ,
- 18.3. ,
- 18.4. ,
- 18.4.1 ;
- 18.4.2 ,

18.4.3

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19. Security of Our Website

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20. Disclaimers

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20.5.

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20.5.1 the quality of the Goods;

20.5.2

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20.5.3 the correspondence of the Goods with any description;

20.5.4

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20.5.5 the truth of any Content on Our Website;

20.5.6 compliance with any law;

20.5.7 non-infringement of any right.

20.6.

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20.7.

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21. Your account with us

21.1.

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21.2.

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21.3.

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22. Indemnity

22.1.

22.2. your breach of this agreement;

22.3.

22.4.

22.5.

23. Intellectual Property

23.1.

23.2.

23.3.

23.4.

24. Miscellaneous matters

24.1.

24.2.

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It shall be deemed to have been delivered:

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Explanatory Notes:

Website terms and conditions template: retail of sourced or made to order products

Paragraphs 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 to change to

“Robots”/ “Dolls”

“Robot Store” / :Toy Store” / “

But if you do change the defined word, **make sure it applies to every use**

Remember too, that when a word or phrase is defined, the defined meaning, 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. 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 or web site or conversation. With the exception of editing 3 . 3

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. **Extra Work and approval**

The extra work is whatever is necessary to change the basic product or material into the special goods - the bespoke or specified version. Because

,

.

.

6. **Prices**

You must edit these paragraphs to make

.

7. **Payment**

Edit to suit your business model.

8. **Security of your credit card**

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

,

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For payment you may have various alternatives like the

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9. **If you buy as a consumer**

If you sell only to businesses and organisations, delete this paragraph.

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7

10. Delivery

As for the paragraphs on price and payment, there are many alternative ways that your business could

30

11. 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.

12. Risk and retention of title

This paragraph is drawn largely to protect you against a receiver or administrator. Use of depends on your assessment of risk and your business model. It

13. Liability for subsequent defects

The law lays down these minimum standards. You do not have to offer more in South Africa.

You do not have to offer anything at all to foreign buyers. However, you might decide

14. 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

&

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. 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 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

17. Your Posting: restricted content

This paragraph continues in the vein

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. Disclaimers

Disclaimers are not always binding. The law is complicated and much depends

21. Your account with us

These terms provide some protection in case of customer

22. Indemnity

We suggest no edits.

23. Intellectual Property

This paragraph is about protecting your IP rights /

24. Miscellaneous matters

A number of special points.

Take care before agreeing to accept -

End of notes