

ZA-TCsga10

Website terms and conditions template: retailer of goods part designed by site visitors

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 Products. We look forward to
18 .

We are: [\[Business name\]](#)

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

You are: a visitor to /

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

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 aural content that is encountered as part of your experience on Our Website. It may include, among other things: text,

“Created Work” means original work created by you in any medium and sent to us with a view to our using it to decorate / to / /

“Designer” means a person who submits a design to us with a view to our selling

"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,

"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,

"Products" means any of the products we offer for sale on Our Website, or, if

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 Products by us to any customer.
- 2.3. any agreement by either 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 relevant 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. these terms and conditions apply in any event to you as a buyer or prospective buyer of our Products and so far as
- 2.9. 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
- 3.5. We may change these terms from time to time. The terms that apply to you are those posted
- 3.6. The price of Products 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 Products from us under any arrangement which does not involve your payment via Our Website;

4. Our contract with you as a designer of your Created Work

This and the following paragraph apply only to our relationship with someone who offers work to us,

- 4.1. You may submit any number of [\[Created Works\]](#) to us for sale as part of our [\[list or name Products\]](#).
- 4.2. We are under no obligation to accept a
- 4.3. If we accept your Created Work we may remove it from sale
- 4.4. We will use software in Our Website to track sales of a
- 4.5. [\[You may log in to Our Website at any time to see a history\]](#).
- 4.6. You confirm that your Created Work has been created by you and
- 4.7. We are entitled, but not obliged, to check any aspect of your Created Work and to refuse to [\[use / publish\]](#) it without giving you a reason. But if we do give you a

5. Terms of your licence to us of your Created Work

- 5.1. Your submission to us of a Created Work constitutes an offer to grant a licence to us in the terms of this paragraph. If
- 5.2. The licence is in exchange for the satisfaction you will
- 5.3. The licence shall be:
 - 5.3.1 free of charge;

- 5.3.2 perpetual and exclusive;
- 5.3.3 for use throughout the World;
- 5.3.4 for use or resale by us or any ;
- 5.3.5 fully assignable and sub-licensable;
- 5.3.6 such that we may incorporate all or part of your .

5.4. We are under no obligation to recognise your author's rights or to .

5.5. We are under no obligation to .

6. Acceptance of your order

6.1. 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 Products to you. [At ,
].

OR

6.2. Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order
 , .

AND

6.3. At any time before the Products are despatched, we may decline to supply
 .

OR

6.4. 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
].

6.5. If we do not have all of the Products you order in stock, we will
 . :

6.5.1 accept the alternatives we offer;

6.5.2 cancel all or part of your order.

7. Price and payment

7.1. Prices of Products are shown on Our Website [].

7.2. It is possible that the price may have increased from that Posted on Our Website. If that happens, we will not send your order

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

OR

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

7.5. [If the Product you order is available in ,
].

7.6. Bank charges by the receiving bank on payments to us

7.7. [Any information given by us
].

7.8. If, by mistake, we have under-priced a Product,
 ,

7.9. The price of a Product does not include the delivery charge which will

7.10. If we owe you money (for this or any other reason), we will

[15]

8. Security of your **[credit card]**

We take care

8.1. **Card payments are not processed through pages controlled by us.**

8.2. **If you have asked us to remember your credit card details in readiness for your next purchase**

9. Cancellation and refunds

Whether you buy as

9.1. Details of our after-sales service

9.2. You may cancel your order at any time before
7

9.3. You are responsible for the cost of returning the

9.4. If you fail to return the Product, we are

9.5. If the Products 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 Products on receipt by ,
[]
/

10. Delivery

10.1. Products are delivered within [30]

10.2. Deliveries will be made by the carrier

10.3. If we are not able to deliver your Products within [30]

10.4. We may deliver the Products

10.5. [Products are sent at our risk

.]

10.6. All Products 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

10.7. Signing "Unchecked", "

10.8. [Products are sent by post.

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

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- .

10.10. Some Products are so large and heavy that delivery

. ,

.

10.11. Time for delivery specified on the order, ,

.

10.12. We are happy for you to pick up Products from our shop /

. [

]

10.13. If you :

10.14. we will not

;

10.14.1 Products are at your risk from

/ ;

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

,

,

.

11. Foreign taxes and duties

11.1. If you are not in South Africa, ,

,

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11.2. You are responsible for purchasing Products which you are

12. Risk and retention of title

[Delete this paragraph

].

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

OR

12.2. *The Products*

12.3. We shall deliver the Products,
[].

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 Products passes

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

12.7. Despite any of the Products remaining our property,

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

12.9. Until title to the Products 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 Products 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 products as

12.16.3 all our rights in relation to

13. Liability for subsequent defects

13.1. We will repair or replace Products which

:

13.1.1 the defect must

;

13.1.2 the defect

;

13.1.3 you have returned the

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13.2. If we agree that we are liable,

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13.3. If we repair or replace Products, you have

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14. Products returned

These provisions apply in

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14.1. We do not accept returns unless you buy as a Consumer,

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

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14.3. The Products must be

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14.4. So far

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:

14.4.1 with both Product and

;

14.4.2 securely wrapped;

14.4.3 including our delivery slip;

14.4.4 at your risk and cost.

14.5. The procedure for return of Products is set out on

OR

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

OR

14.7. Detailed instructions for returning a faulty Product are on Our Website at [url]. Please

14.8. In returning a faulty Product please

14.9. If we agree

14.9.1 refund the cost of return carriage;

14.9.2 repair or replace the Product as we choose.

15. Disclaimers

15.1. The law differs from one

15.2. All conditions, warranties or other terms implied by

15.3. We or our content suppliers may make improvements or

15.4. You are advised that Content may include technical inaccuracies or typographical

15.5. We give no warranty

15.5.1 the quality of the Products;

15.5.2 any implied warranty or condition

15.5.3 the correspondence of the Products with any description;

15.5.4

15.5.5 the truth of any Content on Our Website;

15.5.6 compliance with any law;

15.5.7 non-infringement of any right.

15.6.

15.7.

16. Your account with us

16.1.

16.2.

16.3.

17. Restrictions on what you may Post to Our Website

17.1.

17.1.1 be malicious or defamatory;

17.1.2

17.1.3

17.1.4 be sexually explicit or pornographic;

17.1.5

17.1.6

17.1.7 solicit passwords or personal information from anyone;

17.1.8

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17.1.9

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17.1.10

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17.1.11

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17.1.12

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18. Your Posting: restricted content

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18.1.

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18.2.

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18.3.

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18.4. inaccurate, false, or misleading information.

19. How we handle your Content

19.1.

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19.2.

19.3.

19.4.

19.5.

1978 .

19.6. [

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19.7.

19.8.

19.9.

19.10.

19.11. [

[

] .]

20. Removal of offensive Content

20.1. ,

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20.2.

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20.3.

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20.3.1

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20.3.2

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20.4.

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20.5.

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21.3. _____,

21.8.2

22. Indemnity

22.1.

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22.2. your breach of this agreement;

22.3.

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22.4.

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22.5.

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23. Intellectual Property

23.1.

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23.2.

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24. Miscellaneous matters

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24.2. , ()
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24.3. ,
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24.4. [] ,
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24.5. .
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24.6. ,

It shall be deemed to have been delivered:

24.7.

24.8.

24.9.

24.10.

Explanatory Notes:

Website terms and conditions template: retailer of goods part designed by site visitors

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	You might decide to change to
“Product”	“Clothing”/ “Cups”
“Our Website”	“Prints By You”/ “The 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 or web site or what

4. Our contract with you as a designer of

This and the next paragraph deal with your contractual relationship with anyone who comes onto your site to upload any sort of created work. This paragraph covers contractual

Edit as appropriate.

5. Terms of your licence to us of

This follows the last paragraph. 5.2 is particularly important as it contains what lawyers call the “consideration” for the deal. There must be consideration for there to be a binding contract. “ ” -

You may have considered giving something more meaningful, even if not money. You may call this a gift too. But as soon as the designer is certain that he will receive something of value that something becomes, in law, the “price” you are paying for his work. As soon as that happens, there is

So, if you want to provide an incentive of value, we suggest that you simply avoid what could be read as a contractual obligation to do so (either in your T&C or elsewhere on your site). For example, do not associate the provision of the design with the receipt of the incentive. For example, you might advertise that occasionally, at random, you send samples of your products to designers but keep the terms in &

If you want to arrange a royalty payment, then that is certainly a proper commercial arrangement. However, you could reasonably claim that the designer was working professionally

We accept that this explanation is imprecise.

6. 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

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

7. Price and payment

You must edit these paragraphs to make

8. 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

9. Cancellation and refunds

These are matters of your .

10. Delivery

As for the paragraph on price and payment, there are many alternative

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 carefully assembled paragraph contains points connected with preservation of your title against a receiver or liquidator of your customer.

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13. Liability for subsequent defects

The law lays down these minimum standards. You

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

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14. Products returned

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

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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 products,

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&

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15. Disclaimers

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

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16. Your account with us

These terms provide some protection in case of customer

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17. Restrictions on what you may Post to Our Website

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20. Removal of offensive Content

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

21. Security of Our Website

There is an intentional overlap here with the paragraph on

22. Indemnity

We suggest no edits.

23. Intellectual Property

Few business managers appreciate just how

We suggest that

24. Miscellaneous matters

A number of special points.

Take care before agreeing to accept

End of notes