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Except otherwise requires, the following

not required to access and/or use  
Our Site, including Our

Who makes a purchase on Our

all text, images, audio, video, software, databases, and any other information capable of being stored on a computer, or bears on, or forms part of, Our

Our Marketplace advertising and sale:

able for submitting and/or  
g;

## Term for Buyers and Sellers on Our

te, <<insert website address>>:

ent service provided by <<insert  
rty Payment Service Provider>>;

nt for the holding of funds  
of the Payment Service and  
the Third Party Payment Service

## Who sells on Our Marketplace:

**“Third Party Payment Service Provider”**

**“Transaction Fee”**

**“User”**

**“User Content”**

**“We/Us/Our”**

## 2. Information About Us

- 2.1 Our Site is [owned by a company registered in England under company number >>, whose trading address is] <<insert business name>> [a limited company registered in England under company number >>, whose trading address is] <<insert address>> and whose main business is <<insert business description>>];
- 2.2 [Our VAT number is <<insert VAT number>>].
- 2.3 [We are regulated by <<insert regulator(s)>>].
- 2.4 [We are a member of <<insert association(s) etc.>>].
- 2.5 [<<insert further information>>].

## 3. Access to and Use of Our Site

- 3.1 Access to Our Site is available to all users who are able to access the Internet.
- 3.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided on an “as available” basis. We may alter, suspend, or terminate access to any part of it) at any time and without notice. Subject to these Terms for Sellers, We will not be liable to you in any event if any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Terms of Use and Terms for Buyers. Please ensure that you read and understand them carefully and that you understand them.

## 4. Age Restrictions

You may only sell on Our Marketplace if you are at least <<insert age>> years of age.

## 5. Our Marketplace

Our Marketplace is provided by Us. We are not a party to any transactions between Buyers and Sellers. You hereby acknowledge and agree that:

- 5.1 Buyers are not making a contract with Us. A Buyer's purchase is made directly with the Seller and their contract is with you;
- 5.2 We will not be a party to any dispute between you and any Buyer or another Seller. Any claims must be made against the party concerned;
- 5.3 We do not pre-screen Listings on Our Marketplace. We are not responsible for items sold or for the content of Listings;
- 5.4 While you are required to comply with the Terms for Sellers, which include provisions covering payment methods, processing times, and delivery times, we do not guarantee that all Sellers are different and we do not guarantee that all Sellers will process transactions within the same time frame, or that all Sellers will use the same payment methods (or prices).

## 6. What Can and Cannot be Sold on the Marketplace

- 6.1 The following are permitted to sell on the Marketplace:
  - 6.1.1 <<insert a list of items permitted to sell on the Marketplace, with any necessary restrictions or conditions where necessary>>.
- 6.2 The following are not permitted to sell on the Marketplace:
  - 6.2.1 <<insert a list of items not permitted to sell on the Marketplace, with any necessary restrictions or conditions where necessary>>.
- 6.3 We reserve the right to remove any Listing that breaches the provisions of this Clause 6. If We do so, the Listing Fees are non-refundable. In addition, We may suspend or terminate your Account. All sums due will remain due and payable regardless of any suspension or termination for any reason.

## 7. Descriptions Policy

When selling on Our Marketplace, you agree that all descriptions of items are truthful and accurate, and that you are selling (as far as you are aware) what you are selling (as far as you are aware) submitted by you will comply with the following requirements:

- 7.1 if an item is not new, you must state this clearly in your Listing as such;
- 7.2 if an item is used, you must provide as much detail as is reasonably necessary about the condition, age, and any damage or defects;
- 7.3 if an item is not original (or a reproduction of an original by, another party), you must state this clearly in your Listing as such;
- 7.4 you may only describe an item as 'authentic' if that is truly the case. If any other party has been involved in the production or supply of the item, your Listing must state and describe their involvement;
- 7.5 subject to sub-Clause 7.4, you must state the source of the item must be of what you are selling and

- not stock photographs, renderings, or other images from other Sellers or websites, drawings, or other images (including, but not limited to, items made to order, customised items, or variations resulting in a similar but not identical item). You do not need to include photographs of every individual item, but your description sets out any variations and the photographs provided are examples only;
- 7.6 if you are selling multiple items, you must include the price for each item, or variations resulting in a similar but not identical item. You do not need to include photographs of every individual item, but your description sets out any variations and the photographs provided are examples only;
- 7.7 your listing must include the price for each item, or variations resulting in a similar but not identical item, in advance, or reasonably close to the time you calculate them in advance, or reasonably close to the time you calculate them in advance;
- 7.8 if you are offering items with options available to the Buyer, you must include the price for each option, or variations resulting in a similar but not identical item, in advance, or reasonably close to the time you calculate them in advance, or reasonably close to the time you calculate them in advance;
- 7.9 if you are offering items with options available to the Buyer, you must include the price for each option, or variations resulting in a similar but not identical item, in advance, or reasonably close to the time you calculate them in advance, or reasonably close to the time you calculate them in advance;
- 7.10 if you are offering items with options available to the Buyer, you must include the price for each option, or variations resulting in a similar but not identical item, in advance, or reasonably close to the time you calculate them in advance, or reasonably close to the time you calculate them in advance;
- 7.11 you must not use a trademark or other intellectual property without their express permission on intellectual property belonging to another party;
- 7.12 your Listing must not include any information from which your items can be purchased, there is no fee for such information.

## 8. Intellectual Property Rights

- 8.1 The provisions of Our Standard Terms of Use apply to all User Content submitted to Our Marketplace [in Listings or as digital content for purchase by Buyers].
- 8.2 Sellers must, at all times, respect the intellectual property rights of other Sellers on Our Marketplace. In no circumstances may you use intellectual property belonging to another party without that party's express permission.
- 8.3 If you feel that another party (whether another Seller or a Buyer or otherwise) has infringed your intellectual property rights in any way, please contact Us at <insert email address>.
- 8.4 If another party complains to Us of infringing their intellectual property rights, we will:
- 8.4.1 We will contact the party who has complained;
  - 8.4.2 We may remove the content that is the subject of the complaint;
  - 8.4.3 if you have a complaint, or wish to challenge it, you must contact Us within 14 days of the date you must contact Us to dispute the complaint. We will not be a party to any dispute and cannot assist in resolving such disputes.

8.4.4 you are free to  
resolved and  
so (where  
resubmission

content in question if the complaint is  
on of the complaining party to do  
n neither permit nor deny such  
ty to the dispute.

## 9. Seller Rules and Acceptance

9.1 When using Our Marketplace, you must ensure that all content that complies with the following rules:

so lawfully, fairly, and in a manner consistent with Clause 9. Specifically:

9.1.1 you must ensure that all content is lawful, fair, and in a manner consistent with all local, national, or international laws (including but not limited to those which may apply to the goods or services you wish to sell);

fully with all local, national, or international laws (including but not limited to those which may apply to the goods or services you wish to sell);

9.1.2 you must not use any content that is unlawful or otherwise violates applicable laws;

any way, or for any purpose, that is unlawful or otherwise violates applicable laws;

9.1.3 you must not knowingly send, upload, or in any other way transmit any content that contains any form of virus or other malware, or any content that is likely to adversely affect computer hardware, software, or data;

knowingly send, upload, or in any other way transmit any content that contains any form of virus or other malware, or any content that is likely to adversely affect computer hardware, software, or data;

9.1.4 you must not use any content that is intended to defame, harass, annoy, alarm, or otherwise harm any person in any way;

any way, or for any purpose, that is intended to defame, harass, annoy, alarm, or otherwise harm any person in any way;

9.1.5 you must not provide any dishonest information about yourself or your business on Our Marketplace;

honest information about yourself or your business on Our Marketplace;

9.1.6 you must not interfere with the delivery of goods or services to Buyers;

delivery to Buyers;

9.1.7 you must state the price accurately and clearly, and must not engage in any price fixing or other anti-competitive behavior;

accurately and clearly, and must not engage in any price fixing or other anti-competitive behavior;

9.1.8 you must not engage in any price fixing or other anti-competitive behavior (including Seller-to-Seller collusion);

of price fixing with other Users or Seller-to-Seller collusion;

9.2 When using Our Marketplace, you must ensure that all content is limited to, material in, or related to, the following categories:

submit anything (including, but not limited to, material in, or related to, the following categories):

9.2.1 is sexually explicit or pornographic;

submit anything (including, but not limited to, material in, or related to, the following categories):

9.2.2 is obscene, defamatory, or otherwise inflammatory;

defamatory, or otherwise inflammatory;

9.2.3 promotes violence or terrorism;

submit anything (including, but not limited to, material in, or related to, the following categories):

9.2.4 promotes or engages in illegal activity;

lawful activity;

9.2.5 discriminates on the basis of race, gender, group, or class, or sexual orientation;

any way defamatory of, any person, or otherwise inflammatory; defamatory; religion; nationality; disability;

9.2.6 is intended to defame, harass, annoy, alarm, or otherwise harm another person;

threaten, harass, annoy, alarm, or otherwise harm another person;

9.2.7 is calculated to deceive;

deceive;

9.2.8 is intended to infringe (or threaten to infringe) the intellectual property rights of another person, or otherwise uses their personal data in a way that is calculated to deceive;

infringe (or threaten to infringe) the intellectual property rights of another person, or otherwise uses their personal data in a way that is calculated to deceive;

9.2.9 misleadingly represents your identity or a business, or otherwise misrepresents your business, or otherwise misrepresents your business in a way that is calculated to deceive (obvious parodies are excluded from this definition provided that they do not fall within any of the other categories of this sub-Clause 9.2);

in or otherwise misrepresents your business, or otherwise misrepresents your business in a way that is calculated to deceive (obvious parodies are excluded from this definition provided that they do not fall within any of the other categories of this sub-Clause 9.2);

- 9.2.10 implies any f where none exists;
- 9.2.11 infringes, or ment of, the intellectual property rights (includ copyright, trade marks, patents, and database rig
- 9.2.12 is in breach to a third party including, but not limited to, co es of confidence.
- 9.3 We reserve the right e your access to Our Marketplace if you materially br his Clause 9 or any of the other provisions of these her actions We may take include, but are not limited to
- 9.3.1 removing yo marketplace;
- 9.3.2 issuing you v
- 9.3.3 legal proce reimbursement of any and all relevant cos ach on an indemnity basis;
- 9.3.4 further legal appropriate;
- 9.3.5 disclosing su nforcement authorities as required or as We de y; and/or
- 9.3.6 any other ac easonably necessary, appropriate, and lawful.
- 9.4 We hereby exclude ng out of any actions that We may take in response to s for Sellers.

## 10. Listing Fees and Transac

- 10.1 Listing Fees of £<< are charged when submitting a new Listing and/or v g Listing.
- 10.2 Listing Fees are pa ur Listing results in a sale [and if your Listing is for th e same item, after the submission of the Listing incur payment, all sales after the first sale will each incur the L
- 10.3 A Transaction Fee >% of the price of each item sold will apply to each are calculated based only on the price of an item, not as delivery charges.
- 10.4 Any and all actions payment of any fees described in these Terms for Se limited to those described in sub-Clauses 7.12 and 9 d.

## 11. Payment Service

- 11.1 All Payments on C de through the Payment Service provided by <<inse Payment Service Provider>>, Our Third Party Paymen
- 11.2 Your use of the Pa an account with the Third Party Payment Service P ct to its own terms and conditions and privacy policy. read and accept those terms and conditions and priv g payments from Buyers on Our Marketplace.

- 11.3 By using the Payment Service, you acknowledge and agree to Us sharing your personal information about your transactions on Our Marketplace with the Payment Service Provider.
- 11.4 The Payment Service Provider may offer the following payment methods:
- 11.4.1 <<insert a list of payment methods accepted through the Payment Service>>.
- 11.5 If We receive notice from the Payment Service Provider that your use of Our Marketplace is in breach of their terms or of any agreement between Us and the Payment Service Provider, We may take actions including, but not limited to, those set forth in the Payment Service Provider's terms of service, removing your ability to use the Payment Service, suspending or terminating payments on Our Marketplace, and/or the suspension or termination of your Account on Our Site.
- 11.6 The Third Party Payment Service Provider reserves the right to refuse the use of the Payment Service for any reason, and at any time.

## 12. Payments from Buyers

- 12.1 All payments are processed through the Payment Service described above in Clause 11.
- 12.2 You may choose to use any of the payment methods listed above, or you may choose to use some or all of the payment methods listed above.
- 12.3 When a Buyer pays through the Payment Service, the Payment Service Provider will [be credited to your designated bank account] within the time frame set forth in the Payment Service Provider's terms of service.
- 12.4 If a Buyer does not pay through the Payment Service, We reserve the right to pursue collection rights. Please refer to Clause 18 for more information.
- 12.5 We will not make a Buyer's payment information (including, but not limited to, card numbers, bank account numbers, or sort codes) available to you at any time, or for any reason, except as required by law. All payment information is held securely and shared only with the Payment Service Provider.

## 13. Payments to Us

- 13.1 We will send you a statement of account by email <<insert time, e.g. at the beginning of each month>> showing all amounts due to Us in addition to any amounts already paid (including Fees) over the month since the previous statement. Statements of account can also be viewed in your Account <<insert link>>.
- 13.2 All sums due must be paid within <<insert period>> of the date of Our invoice.
- 13.3 All sums due must be paid in full, and no set-off, counterclaim, deduction, or withholding (except as required by law) is permitted.
- 13.4 We accept the following payment methods:
- 13.4.1 <<insert a list of payment methods accepted>>.
- 13.5 If you do not make payments on time, We will suspend any Listings you have on Our Marketplace and may, in addition, suspend or terminate your Account. All sums due will remain due and payable.

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notwithstanding any other provision to the contrary, We shall not be liable for any reason.

- 13.6 If you believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know.

#### 14. Taxes

- 14.1 It is your responsibility to pay any applicable taxes on any sales made through Our Marketplace.
- 14.2 Where any tax, for example, sales tax, is applicable to the price of any item on Our Marketplace, the tax shall be included in the price of the item.
- 14.3 Value added tax ("VAT") shall be payable by Buyers on purchases and to Sellers on fees payable to Us.
- 14.4 If you are VAT registered, you shall be required to charge VAT on the items that you sell on Our Marketplace.
- 14.5 [If you sell digital products on Our Marketplace, We may automatically collect VAT on those products. See the detailed description of how you handle VAT on digital products in the Seller's Guide.]
- 14.6 For further information on VAT in your location, please contact your local tax authority.

#### 15. Delivery

- 15.1 You must dispatch items to the Buyer as soon as reasonably possible upon receipt of payment from a Buyer. Taking into account the nature of the item(s) in question, and where relevant, manufacturing time, you must dispatch items as soon as possible. Unless your Listing has stated otherwise, you must dispatch items on the day on which the sale takes place.
- 15.2 You must ensure that items are dispatched to the correct address provided by the Buyer. It is your responsibility to ensure that the address that you use exactly matches that provided by the Buyer. If items dispatched do not reach the Buyer due to an incorrect address provided by the Buyer, it is the Buyer's responsibility and not ours.
- 15.3 You are free to determine the delivery charges for your items; however, such charges must not be excessive, and must genuinely reflect the actual cost of delivery of the item in question to the Buyer.
- 15.4 You must provide the Buyer with the correct address <<state where this item is to be delivered>>.
- 15.5 You are responsible for delivering items to the Buyers upon receipt of payment. You may deliver items to the Buyer, or you may arrange for a third party to collect items, or use a courier service [of your choice] OR [agreed by the Buyer].
- 15.6 It is strongly recommended that you provide proof of postage or dispatch when dispatching items. Such proof shall be required in the event that a Buyer does not receive the item.
- 15.7 Once an item has been dispatched to the Buyer, you must inform the Buyer. [Our Marketplace encourages you to provide a tracking number <<describe method of notifying the Buyer>>].



- Buyer of shipments actually has been.
- 15.8 [Our Marketplace a postal or delivery s giving Us your perm share it with the Bu
- 15.9 You must comply w when delivering item understand, and co
- 15.10 <<If you provide yo or if you provide acc
- 15.11 <<If you provide i provide access to a

## 16. Buyers' Rights to Cancel

- 16.1 Buyers who are co Union may be entit their contract with cooling-off period e someone nominated
- 16.2 The cooling-off peri
- 16.2.1 If the item is unsealed the
- 16.2.2 If the item o DVD) or sea item after re
- 16.2.3 If the item is accessed by
- 16.2.4 If the item is
- 16.2.5 If the item ha
- 16.2.6 If the item ha (according to
- 16.3 If a Buyer exercise must inform you of do so in any wa cancellation form or is effective from the note that the coolin the Buyer sends yo cooling-off period, t
- 16.4 Items must be retu after the day on w Buyer will be respo under the cooling-o
- 16.5 When a Buyer can within 14 calendar c

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16.5.1 The day on which you receive the item(s) back; or

16.5.2 The day on which you receive the item(s) back (you (supplying evidence) that they have sent the item(s) back to you) earlier than the day under sub-Clause 16.5.1; or

16.5.3 If you have received the item(s), the day on which the Buyer informs you of the problem.

16.6 You may make certain deductions from refunds under this Clause 16 as follows:

16.6.1 You may reduce the refund by the diminished value in an item resulting from the problem (e.g. handling going beyond the original condition); and/or

16.6.2 You are only required to reimburse the Buyer for the standard delivery charges. If the Buyer has chosen a delivery method, you are only required to reimburse the Buyer for standard delivery.

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## 17. Problems with Transactions

17.1 By law, you must ensure that the item(s) are of satisfactory quality, in accordance with any description that you provide to the Buyer, and that matches any sample that you have shown to the Buyer (unless you have made it clear that the item(s) are for sale as seen).

17.2 If items do not conform to the description, for example, have faults, or are damaged, then the Buyer must contact you as soon as possible to inform you of the problem. The following rules apply:

17.2.1 Beginning on the day that the Buyer receives the item(s), if the item(s) do not conform to the description, the Buyer has a 30 calendar day right to reject them and request a refund.

17.2.2 If the Buyer does not reject the item(s) within the 30 calendar day rejection period, the Buyer may still request a repair or replacement. You must bear the costs and must carry out the repair or replacement within a reasonable time and without significant inconvenience to the Buyer. If either a repair or a replacement is not possible or is proportionately difficult, you may offer a replacement instead of a repair. If the Buyer requests a repair or replacement within the 30 calendar day rejection period, that period will be suspended until the repair or replacement is completed. If the Buyer receives the replacement or repair within 30 calendar days, the 30 calendar days remain out of the original 30 calendar days.

17.2.3 If, after a repair or replacement, the item(s) still do not conform (or if you have not repaired or replaced the item(s) as described above, or if you have not carried out the repair or replacement within a reasonable time or without significant inconvenience to the Buyer), the Buyer may have the right to keep the item(s) or to return them in exchange for a refund.

17.3 If the Buyer exercises the right to a refund after receiving it/the item(s), the refund must reflect the use that the Buyer has had out of the item(s).

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- 17.4 Please note that Buyer may not claim under this Clause 17 in the following circumstances:
- 17.4.1 you inform the Seller of any defect, damage, or other problems with the item(s) only after the Seller has notified you that/those sale(s) are final and the Buyer subsequently wishes to return them;
  - 17.4.2 the Buyer has used the item(s) for an unsuitable purpose that is neither obvious nor agreed to by you and the problem has resulted from that purpose; or
  - 17.4.3 the problem is due to wear and tear, misuse, or intentional or careless damage;
  - 17.4.4 We provide a return label on our Site <<insert link>> for Buyers to use when returning items to you should be covered by the Seller or Buyer where necessary.
- 17.5 Refunds (whether in the form of price reductions in price) under this Clause 17 must be made within 14 calendar days of the day on which you agree that the Buyer is entitled to a refund.
- 17.6 Any and all refunds must include all delivery costs paid by the Buyer when the item(s) was originally purchased.
- 17.7 Further information is available on our Site <<insert link>> or obtained from your local Citizens Advice Bureau or Trading Standards Office.

## 18. Further Transaction Cancellation

- 18.1 You have the right to cancel the transaction and issue a full refund of any sums paid (including delivery costs) in the following circumstances:
- 18.1.1 You and the Seller have agreed to cancel the transaction before the item(s) is/are delivered to you;
  - 18.1.2 You and the Seller have agreed to cancel the transaction after the item(s) is/are delivered to you and the Buyer has returned the item(s) to the Seller;
  - 18.1.3 The Buyer has not received the item(s) within the time agreed with the Seller;
  - 18.1.4 You have changed your mind about the transaction.
- 18.2 Refunds must be made within <<insert number>> of:
- 18.2.1 the date on which you agree the cancellation, under sub-Clauses 18.1.1 and 18.1.2;
  - 18.2.2 the date on which the Seller receives the item(s) from the Buyer that you are cancelling the transaction, under sub-Clauses 18.1.3 and 18.1.4.

## 19. Your Account Cancellation

- 19.1 You may close your account with Us by <<insert details of how to cancel>>.
- 19.2 Any outstanding sums due to Us (including, but not limited to, Listing Fees and Transaction Fees) remain payable by the original due date and your Account will remain open until all sums due to Us have been paid.

- 19.3 If We have done so, you may be entitled to cancel and receive a refund of certain sums that have not been provided to you. You may also be entitled to a refund of certain sums. This may apply in the following circumstances:
- 19.3.1 We have breached our obligations to Sellers in a material way and fail to remedy the breach within the period>> of you asking Us to do so in writing; or
- 19.3.2 We go into liquidation, administration, receivership or appoint a receiver or administrator appointed by a court;
- 19.3.3 We change our terms for Sellers to your material disadvantage;
- 19.3.4 We are advised by a qualified legal adviser that an event outside of Our control [that continues for a period>>] (as under sub-Clause 21.2.5).

## 20. Our Liability to You

- 20.1 As stated in Clause 19, We are not a party to any transactions, other than those between you and Sellers.
- 20.2 We will be responsible for any loss or damage that you may suffer as a result of Our negligence for Sellers or as a result of Our negligence.
- 20.3 Subject to sub-Clause 20.5, to the extent permissible by law, We will not be liable to you for any loss of business, interruption to business, or for any other loss or damage.
- 20.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury, negligence (including that of Our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation.
- 20.5 Nothing in these Terms shall limit or exclude consumers' legal rights. For more details on your legal rights, please refer to your local Citizens Advice Bureau or Citizens' Bureau.

## 21. Events Outside of Our Control

- 21.1 We will not be liable to you for any failure in performing Our obligations to you where that failure is caused by any cause that is beyond Our reasonable control. Such causes are not limited to: power failure, internet service provider failure, action by third parties, civil unrest, fire, explosion, flood, subsidence, acts of terrorism, acts of war, government action, or any other natural disaster, or any other event that is beyond Our control.
- 21.2 If any event described in Clause 21.1 occurs that is likely to adversely affect Our performance of Our obligations to you:
- 21.2.1 We will inform you of the event as soon as reasonably possible;
- 21.2.2 Our obligations to Sellers will be suspended and our obligations to you will be extended accordingly;

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21.2.3 We will inform you and provide details of the circumstances, if necessary;

21.2.4 If the event continues for more than <<insert period>> We will refund for all

21.2.5 If the event occurs [and continues for more than <<insert period>>] you may exercise your right to cancel under sub-Clause 21.2.4. If you prefer to contact Us directly to cancel, please contact Us at:

Telephone: <<insert telephone number>>

Email: <<insert email address>>

Post: <<insert postal address>>

Any refunds will be made as soon as is reasonably possible and in any event within <<insert number>> calendar days after your Account is cancelled.

outside of Our control is over and circumstances, or availability of services as

continues for more than <<insert period>> that you may take, e.g. issue a

occurs [and continues for more than <<insert period>>] you may exercise your right to cancel under sub-Clause 21.2.4. If you prefer to contact Us directly to cancel, please contact Us at:

er>>

t of your cancellation under sub-Clause 21.2.5 as soon as is reasonably possible and in any event within <<insert number>> calendar days after your Account is

## 22. Communication and Contact

22.1 If you wish to contact Us, you may do so by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

22.2 For matters relating to Our Terms for Sellers, the Terms for Buyers, or the Terms for Other Sellers, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

22.3 For matters relating to Our Privacy Policy, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

questions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

including, but not limited to, these matters, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

## 23. Data Protection

23.1 All personal information that we collect, process, and hold in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR) will be collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR).

23.2 For complete details of how we process, store, and retain your personal data, including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, please refer to Our Privacy Policy [and Cookie Policy] <<insert link to Cookie Policy>>.

23.3 As a Seller, you will be responsible for collecting, processing, and holding Buyers' personal information in the context of your business. You must have your own privacy policy in place to govern your processing of Buyers' personal data. Sellers are, together with Us, data controllers under the GDPR and you will be responsible for complying with your legal obligations and

will be collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR).

processing, storage, and retention of your personal data, including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, please refer to Our Privacy Policy [and Cookie Policy] <<insert link to Cookie Policy>>.

and process Buyers' personal information in the context of your business. You must have your own privacy policy in place to govern your processing of Buyers' personal data. Sellers are, together with Us, data controllers under the GDPR and you will be responsible for complying with your legal obligations and

protecting Buyers' data of other Users necessary to complete a transaction, to complete messages from the data for marketing, User's personal data

- 23.4 If a Seller and Us are controllers of your data, and We are not controllers of something you have provided, you agree to indemnify Us for any claims in respect of that data that GDPR can be obtained

You must only use the personal data of Buyers or Sellers) to the extent necessary to communicate about a specific transaction on the marketplace, and/or to respond to any request by User to a mailing list, use their personal details. You may only use another person's personal data with their consent.

controllers of any Buyers' personal data, you agree to not incur any expense because of the use of your personal data, you agree to indemnify Us in connection with your actions in respect of the requirements of the GDPR. Details of the requirements of the GDPR can be obtained from the Commissioner's Office.

## 24. Other Important Terms

- 24.1 We may transfer (assign) our rights and obligations under these Terms for Sellers to a third party (for example, if We sell Our business). If this occurs, the third party will assume all our obligations under these Terms for Sellers and you will remain bound by them.
- 24.2 You may not transfer (assign) your rights and obligations under these Terms for Sellers without Our prior written consent.
- 24.3 If any of the provisions of these Terms for Sellers are found to be invalid or otherwise unenforceable, the remaining provisions shall be enforceable.
- 24.4 No failure or delay by Us in exercising our rights and obligations under these Terms for Sellers means that We will waive any subsequent breach of any provision of these Terms for Sellers.
- 24.5 We may revise these Terms for Sellers from time to time in response to changes in relevant law or our business requirements. If any changes to these Terms for Sellers are made, we will post the revised Terms for Sellers on the marketplace. If you do not agree with the revised Terms for Sellers, you may cancel as set out in sub-Clause 25.3.

and rights under these Terms for Sellers. For example, if We sell Our business, the new owner will assume all our obligations under these Terms for Sellers and you will remain bound by them.

rights and obligations under these Terms for Sellers.

If any of the provisions of these Terms for Sellers are found to be invalid or otherwise unenforceable, the remaining provisions shall be valid and enforceable.

No failure or delay by Us in exercising our rights and obligations under these Terms for Sellers means that We will waive any subsequent breach of any provision of these Terms for Sellers.

We may revise these Terms for Sellers from time to time in response to changes in relevant law or our business requirements. If any changes to these Terms for Sellers are made, we will post the revised Terms for Sellers on the marketplace. If you do not agree with the revised Terms for Sellers, you may cancel as set out in sub-Clause 25.3.

## 25. Law and Jurisdiction

- 25.1 These Terms and Conditions (whether contractual or otherwise) shall be governed by and construed in accordance with the law of the United Kingdom (including Northern Ireland, as to any mandatory provisions of the law in your country that cannot be waived or reduced by agreement).
- 25.2 If you are a consumer, you agree to waive any mandatory provisions of the law in your country that cannot be waived or reduced by agreement.
- 25.3 If you are a consumer, you agree to waive any mandatory provisions of the law in your country that cannot be waived or reduced by agreement.

relationship between you and Us shall be governed by, and construed in accordance with, the law of the United Kingdom (including Northern Ireland, as to any mandatory provisions of the law in your country that cannot be waived or reduced by agreement).

If you are a consumer, you agree to waive any mandatory provisions of the law in your country that cannot be waived or reduced by agreement.

In the event of a dispute, proceedings or claim arising out of or in connection with these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as to any mandatory provisions of the law in your country that cannot be waived or reduced by agreement.

25.4 If you are a business, the relationship between you and us and any matters arising therefrom or associated therewith (including but not limited to any intellectual property rights) shall be subject to the jurisdiction of the courts of [non] exclusive jurisdiction of [England & Wales] [Northern Ireland] [Scotland].

By accepting these Terms and Conditions, you agree that any matters arising therefrom or associated therewith (including but not limited to any intellectual property rights) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].

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