

BACKGROUND:

These Terms for Buyers, herein, set out the terms of Our Marketplace. Please read these Terms carefully and ensure that you understand them before using Our Marketplace. You will be required to read and accept these Terms when you use Our Marketplace. Buyer is required to read and accept these Terms before being bound by these Terms for Our Marketplace. These Terms are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms for Buyers, the following expressions have the following meanings:

“Account”

“Buyer”

“Content”

“Listing”

“Marketplace”

“Our Site”

“Payment Service”

“Seller”

“Third Party Payment Service Provider”

“User”

all other documents referred to in these Terms (collectively, “Terms”) buy from Sellers on Our Marketplace. Please read these Terms carefully and ensure that you understand them before using Our Marketplace. You will be required to read and accept these Terms when <<insert point at which Buyer is required to read and accept these Terms>>. Buyer is required to read and accept these Terms before being bound by these Terms for Our Marketplace. These Terms are in the English language only.

the following definitions, unless the context otherwise requires, the following

the information 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 content capable of being stored on a computer, or forms part of, Our

on Our Marketplace advertising an sale;

term for Buyers and Sellers on Our

te, <<insert website address>>;

ent service provided by <<insert Third Party Payment Service Provider>>;

o sells on Our Marketplace;

business name>> [, a limited company registered in England under company number>>, whose registered office is <<insert address>>, whose website is <<insert website address>>] OR [of] <<insert company name>>, whose website is <<insert website address>>]

Our Site;

“User Content”

“We/Us/Our”

2. Information About Us

- 2.1 Our Site is [owned by <<insert business name>> [, a limited company registered in England under company number <<insert company number>>, whose trading address is] <<insert address>>] OR [of <<insert business name>> [, a limited company registered in England under company number <<insert company number>>, whose trading address is] <<insert address>>] and whose main trading address is] <<insert address>>].
- 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 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 Buyers, We will not be liable to you in a contract if any part of it) is unavailable at any time and for any period.
- 3.2 It is your responsibility to make 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 Buyers, We will not be liable to you in a contract 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 Sellers. Please ensure that you read them carefully and that you understand them.

4. Age Restrictions

You may only make purchases on Our Site if you are at least <<insert age>> years of age.

5. Our Marketplace

- Our Marketplace is provided as a platform for Buyers and Sellers. We are not a party to any transactions or relationships between Buyers and Sellers. You hereby acknowledge and agree that:
- 5.1 You are not making a contract with Us. Your purchase is with the Seller; and are not entering into a contract with Us. In question, and your contract is with the Seller.
- 5.2 We will not be a party to any claims brought against you and any Seller or another Buyer. Any claims must be brought against the party concerned;

- 5.3 We do not pre-screen Sellers' Listings on Our Marketplace. We are not responsible for any items sold or for the content of any Listing.
- 5.4 While all Sellers are required to agree to Our Terms for Sellers <<insert link>>, which includes Our Terms, important matters such as payment methods, processing methods, all Sellers are different and may not accept the same terms, process transactions within the same time frame, or use the same methods (or prices).
- 6. Intellectual Property Rights**
- 6.1 The provisions of Our Terms of Use apply to all User Content submitted to Our Marketplace [in Listings or as digital content sold by Sellers].
- 6.2 Buyers must, at all times, respect the intellectual property rights of Sellers on Our Marketplace. You may not use intellectual property without the Seller's express permission.
- 7. Buyer Rules and Acceptable Use**
- 7.1 When using Our Marketplace, you must use Our Marketplace so lawfully, fairly, and in a manner that complies with the law and these Terms. Specifically:
- 7.1.1 you must comply with all applicable laws, fully with all local, national, or international laws.
- 7.1.2 you must not use Our Marketplace in any way, or for any purpose, that is unlawful or prohibited by applicable laws.
- 7.1.3 you must not knowingly send, upload, or in any other way transmit any content that contains any form of virus or other malware, or that is intended to adversely affect computer hardware, software, or networks; and
- 7.1.4 you must not use Our Marketplace in any way, or for any purpose, that is intended to harm or harass any person in any way;
- 7.1.5 you must not provide false or dishonest information to Sellers on Our Marketplace;
- 7.1.6 you must not engage in any form of price fixing with other Users.
- 7.2 When using Our Marketplace, you must not submit anything, or otherwise do anything that:
- 7.2.1 is sexually explicit or obscene;
- 7.2.2 is obscene, defamatory, or otherwise inflammatory;
- 7.2.3 promotes violence or illegal activity;
- 7.2.4 promotes or incites discrimination on the basis of race; ethnicity; gender; religion; nationality; disability;
- 7.2.5 discriminates on the basis of race; ethnicity; gender; religion; nationality; disability; sexual orientation; or any other protected status.

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7.2.6 is intended to threaten, harass, annoy, alarm, or otherwise cause inconvenience to another person;

7.2.7 is calculated to deceive;

7.2.8 is intended to infringe (or threaten to infringe) or otherwise uses their personal data in a way that is prohibited by law;

7.2.9 misleadingly represents your identity or a parody of your identity (obvious parodies are excluded from the definition provided that they do not fall within any of the other categories of this sub-Clause 7.2);

7.2.10 implies any fact where none exists;

7.2.11 infringes, or attempts to infringe, the intellectual property rights (including copyright, trade marks, patents, and database rights) of a third party;

7.2.12 is in breach of a duty of confidence owed to a third party including, but not limited to, confidentiality of information.

7.3 We reserve the right to suspend or terminate your access to Our Marketplace if you materially breach any of the provisions of these Terms, whether or not such breach is limited to the provisions of these Terms, but are not limited to:

7.3.1 removing or attempting to remove content from Our Marketplace;

7.3.2 issuing you a cease and desist order;

7.3.3 legal proceedings or the reimbursement of any and all costs incurred by Us in connection with such breach on an indemnity basis;

7.3.4 further legal proceedings or actions that are appropriate;

7.3.5 disclosing such information to enforcement authorities as required by law; and/or

7.3.6 any other action that is reasonably necessary, appropriate, and lawful.

7.4 We hereby exclude liability for any damages (including consequential damages) arising out of any actions that We may take in response to a breach of these Terms by Buyers.

8. Purchasing from Sellers

8.1 As set out above, the relationship between Buyers and Sellers on Our Marketplace is not a party to such transactions.

8.2 When making a purchase, Buyers expressly agree that:

8.2.1 You have read and understood all details within the relevant Listing and agree to any and all specific terms and conditions of the Seller;

8.2.2 You will pay the Seller's invoice in full and on time, using one of the methods via Our Payment Service, as detailed in Clause 9; and

8.2.3 You have provided accurate delivery details to the Seller.

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9. Payment Service

- 9.1 All Payments on Our Marketplace will be made through the Payment Service provided by <<insert a link to the payment service provider>>, Our Third Party Payment Service Provider.
- 9.2 Your use of the Payment Service Provider is subject to its own terms and conditions and privacy policy. You must read and accept those terms and conditions before making payments to Sellers on Our Marketplace.
- 9.3 By using the Payment Service Provider, you acknowledge and agree to Us sharing your personal information about your transactions on Our Marketplace with the Payment Service Provider.
- 9.4 The Payment Service Provider offers the following payment methods (please note that not all Sellers will accept all payment methods):
- 9.4.1 <<insert a link to the Payment Service>> offers the following payment methods accepted through the Payment Service Provider:
- 9.5 If We receive notice from the Payment Service Provider that your use of Our Marketplace is in breach of their terms or conditions, or if you have breached any agreement with the Payment Service Provider, We may take actions including, but not limited to, those that may result in your removal from Our Marketplace, suspending payments on Our Marketplace, and/or the suspension of your Account on Our Site.
- 9.6 The Third Party Payment Service Provider reserves the right to refuse the use of the Payment Service Provider for any reason, and at any time.

10. Payments to Sellers

- 10.1 All payments are processed through the Payment Service described above in Clause 9.
- 10.2 If you do not pay, We reserve the right to cancel the transaction. Please refer to Clause 15 for more information on our cancellation rights.
- 10.3 We will not make a card payment if you do not provide card numbers, bank account details (including, but not limited to, sort codes) available to Sellers at any time, or for any reason. All card payments are held securely and shared only with Our Third Party Payment Service Provider.

11. Taxes

- 11.1 It is the responsibility of the Seller to declare and pay taxes on any sales made through Our Marketplace.
- 11.2 Where any tax, for example VAT, is applicable to the price of any item on Our Marketplace, the tax will be added to the price of the item.
- 11.3 If a Seller is VAT registered, they are required to charge VAT on the items they sell on Our Marketplace.
- 11.4 [If a Seller sells digital goods on Our Marketplace, We may automatically collect VAT on those goods. For a detailed description of how you can handle VAT on digital goods, please refer to our VAT policy.]
- 11.5 For further information on taxes in your location, please contact our Customer Support team.

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13.2.2 If the item is damaged (e.g. CD or DVD) or sealed in a plastic bag and you have unsealed the item after receiving it;

13.2.3 If the item is damaged because it has been downloaded or otherwise accessed by you;

13.2.4 If the item is damaged, for example flowers or food; or

13.2.5 If the item has been made-to-order for you; or

13.2.6 If the item has been damaged with another item or other items you have received it.

13.3 If you wish to exercise your right to cancel during the cooling-off period, you must inform the Seller in writing within the cooling-off period. You may do so in any way that is convenient for convenience. We provide a cancellation form on our website. Cancellation by email or by post is effective from the date the Seller receives your message. Please note that the cooling-off period is 14 calendar days. If, for example, you send the Seller your message at 23:59:59 on the final day of the cooling-off period, your cancellation is valid and must be accepted.

13.4 Items must be returned to the Seller no more than 14 calendar days after the day on which you wish to cancel. You will be responsible for the return of the item to the Seller if you cancel under this clause.

13.5 When you cancel under this clause, the Seller must issue a refund to you within 14 calendar days of the day on which you return the item(s) to the Seller.

13.5.1 The day on which you return the item(s) back; or

13.5.2 The day on which the Seller (supplying evidence) that you have sent the item(s) back to the Seller is earlier than the day under sub-Clause 13.5.1;

13.5.3 If the Seller does not receive the item(s), the day on which you inform the Seller of your cancellation.

13.6 The Seller may make deductions from refunds under this clause for the following reasons:

13.6.1 The Seller may deduct any diminished value in an item resulting from the use of the item (e.g. handling going beyond the scope of the item); and/or

13.6.2 The Seller may deduct the cost of any premium delivery method, the Seller is required to reimburse standard delivery charges. If you have used a premium delivery method, the Seller is only required to reimburse the equivalent of standard delivery.

14. Problems with Transactions

14.1 By law, Sellers must provide goods of satisfactory quality, in accordance with any description, and that match the sample or description you, and that match the sample or description you (unless the Seller has shown you otherwise).

14.2 If items do not conform to the description outlined in sub-Clause 14.1 and, for example, have a defect, you must, when you receive them, you must contact the Seller as soon as possible to inform the Seller of the problem.

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problem. The following

available to you:

14.2.1 Beginning of the
goods, you have the
full refund if

the item(s), if the item(s) is/are
right to reject them and to receive a

14.2.2 If you do not
period does
replacement
repair or replacement
inconvenience
or disproportionate
option (i.e. a
refund. If you
day rejection
carries out the
you receive
days remain
days.

s), if the 30 calendar day rejection
expired, you may request a repair or
the costs and must carry out the
reasonable time and without significant
air or a replacement is impossible
Seller may offer you the alternative
of a repair or vice versa) or a full
replacement during the 30 calendar
it will be suspended while the Seller
it and will resume on the day that
red item(s). If less than 7 calendar
d, it will be extended to 7 calendar

14.2.3 If, after a re
the Seller can
Seller has fa
inconvenience
reduced price

item(s) still do not conform (or if
them, as described above, or if the
reasonable time or without significant
the right to keep the item(s) at a
exchange for a refund.

14.3 If you exercise your
receiving it/them, the
have had out of it/th

item(s) more than six months after
y refund to reflect the use that you

14.4 Please note you w
following circumstances

claim under this Clause 14 in the

14.4.1 the Seller in
the item(s) b
same issue(

, damage, or other problems with
m and it is because of that/those
wish to return them;

14.4.2 you have p
neither obvi
resulted from

or an unsuitable purpose that is
y the Seller and the problem has
for that purpose; or

14.4.3 the problem
or careless c

ear and tear, misuse, or intentional

14.4.4 We provide
use when r
should be co

Our Site <<insert link>> for you to
sts of returning items to a Seller
bursing you where necessary.

14.5 Refunds (whether
Clause 14 must be
Seller agrees that y

y reductions in price) under this
calendar days of the day on which the
d.

14.6 Any and all refunds
by you when the ite

must include all delivery costs paid
purchased.

14.7 Further information
Advice Bureau or T

obtained from your local Citizens

15. Further Transaction Cancellation

15.1 The Seller has the

tion and issue a full refund of any

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sums paid (including

the following circumstances:

15.1.1 You and the Seller have agreed to cancel the transaction before the item is shipped.

15.1.1 You and the Seller have agreed to cancel the transaction before the item is shipped.

15.1.2 You and the Seller have agreed to cancel the transaction following receipt of the item(s) and you have returned the item(s) to the Seller.

15.1.2 You and the Seller have agreed to cancel the transaction following receipt of the item(s) and you have returned the item(s) to the Seller.

15.1.3 You have failed to provide the Seller with the necessary information to process the transaction.

15.1.4 The Seller has agreed to cancel the transaction.

15.1.4 The Seller has agreed to cancel the transaction.

15.2 Refunds must be made within 30 days of the date on which the transaction was completed.

15.2 Refunds must be made within 30 days of the date on which the transaction was completed.

15.2.1 the date on which the transaction was completed, under sub-Clauses 15.1.1 and 15.1.2.

15.2.1 the date on which the transaction was completed, under sub-Clauses 15.1.1 and 15.1.2.

15.2.2 the date on which the transaction was completed, under sub-Clauses 15.1.3 and 15.1.4.

15.2.2 the date on which the transaction was completed, under sub-Clauses 15.1.3 and 15.1.4.

16. Your Account Cancellation

16.1 You may close your account at any time and close an Account at any time.

16.1 You may close your account at any time and close an Account at any time.

16.2 Any outstanding sums due to any Seller(s) will remain payable until all sums due have been paid and the relevant transaction is cancelled.

16.2 Any outstanding sums due to any Seller(s) will remain payable until all sums due have been paid and the relevant transaction is cancelled.

17. Our Liability to You

17.1 As stated in Clause 5.1, we are not responsible for any transactions, other than those made through Our Marketplace, or for any loss or damage that you may suffer as a result of Our negligence. Furthermore, as stated in sub-Clause 5.2, we will not be responsible for any claims or damages made directly against the Seller or any items that Sellers advertise in Listings on Our Marketplace. Any claims or damages made directly against the Seller or any items that Sellers advertise in Listings on Our Marketplace. Any claims or damages made directly against the Seller or any items that Sellers advertise in Listings on Our Marketplace.

17.1 As stated in Clause 5.1, we are not responsible for any transactions, other than those made through Our Marketplace, or for any loss or damage that you may suffer as a result of Our negligence. Furthermore, as stated in sub-Clause 5.2, we will not be responsible for any claims or damages made directly against the Seller or any items that Sellers advertise in Listings on Our Marketplace. Any claims or damages made directly against the Seller or any items that Sellers advertise in Listings on Our Marketplace.

17.2 We will be responsible for any loss or damage that you may suffer as a result of Our negligence.

17.2 We will be responsible for any loss or damage that you may suffer as a result of Our negligence.

17.3 Subject to sub-Clause 5.2, we will not be liable to you for any loss of business, interruption to your business, or for any other loss or damage.

17.3 Subject to sub-Clause 5.2, we will not be liable to you for any loss of business, interruption to your business, or for any other loss or damage.

17.4 Nothing in these Terms will limit or exclude Our liability for death or personal injury, or for fraud or fraudulent misrepresentation.

17.4 Nothing in these Terms will limit or exclude Our liability for death or personal injury, or for fraud or fraudulent misrepresentation.

17.5 Nothing in these Terms will limit or exclude consumers' legal rights. For more details on your legal rights, please refer to your local Citizens Advice Bureau or the Citizens Advice Office.

17.5 Nothing in these Terms will limit or exclude consumers' legal rights. For more details on your legal rights, please refer to your local Citizens Advice Bureau or the Citizens Advice Office.

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18. Communication and Contact

- 18.1 If you wish to contact Us for 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>>.
- 18.2 For matters relating to these Terms for Buyers, for Sellers and other Buyers, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.
- 18.3 For matters relating to these Terms for Sellers, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>. Please refer to the relevant Clauses above.

19. Data Protection

- 19.1 All personal information collected by Us will be collected, processed, and stored in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR) and your rights under the GDPR.
- 19.2 For complete details regarding the processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of your rights and how to exercise them, and data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Cookie Policy>> [and Cookie Policy <<insert link to Privacy Policy>>].
- 19.3 Sellers will also collect your personal information in the course of transaction (including your name, email address, and postal address). [Sellers also have their own privacy policies in place to govern their collection, processing, and retention of Buyers' personal data. Please consult the privacy policy of the Seller you wish to buy from before entering into a transaction and ensure that you have read, understood, and agreed to it. We are therefore, also considered data controllers under the GDPR and are responsible for complying with their legal obligations and your rights under the GDPR.]
- 19.4 You must only use the contact information of other Users (whether they are Buyers or Sellers) to the extent necessary to complete a transaction, to communicate with them, or to respond to messages sent via Our Marketplace, and/or to respond to messages sent via Our Marketplace, and/or to respond to messages sent via Our Marketplace. You must not add any User to a mailing list, or use their data for marketing purposes without their consent. You may only use the contact information of other Users for the purposes with their consent.

20. Other Important Terms

- 20.1 We may transfer (assign) our obligations and rights under these Terms for Buyers to a third party (for example, if We sell Our business). If this occurs, your obligations and rights under these Terms for Buyers will remain unaffected and Our obligations under these Terms for Buyers will be transferred to the third party who will remain bound by them.
- 20.2 You may not transfer (assign) our obligations and rights under these Terms for Sellers to a third party without Our prior written consent.
- 20.3 If any of the provisions of these Terms for Buyers are found to be unlawful, invalid, or unenforceable in any jurisdiction, the remaining provisions of these Terms for Buyers shall remain in full force and effect.

invalid or otherwise
provision(s) shall be
Buyers. The rem
enforceable.

20.4 No failure or delay b
Buyers means that
breach of any provi
any subsequent bre

20.5 We may revise the
changes in relevant

21. Law and Jurisdiction

21.1 These Terms and
(whether contractua
accordance with the

21.2 If you are a consum
law in your country
away or reduces yo

21.3 If you are a cons
between you and
relationship betwee
subject to the jur
Northern Ireland, as

21.4 If you are a busine
the relationship be
associated therewit
[non] exclusive jur
Ireland] [Scotland].

court or other authority, that / those
the remainder of these Terms for
for Buyers shall be valid and

of Our rights under these Terms for
right, and no waiver by Us of a
Buyers means that We will waive
other provision.

from time to time in response to
requirements.

relationship between you and Us
e governed by, and construed in
s] [Northern Ireland] [Scotland].

n any mandatory provisions of the
in Sub-Clause 21.1 above takes
to rely on those provisions.

ntroversy, proceedings or claim
Terms and Conditions, or the
(contractual or otherwise) shall be
of England, Wales, Scotland, or
dency.

ning these Terms and Conditions,
any matters arising therefrom or
(otherwise) shall be subject to the
of [England & Wales] [Northern