

BACKGROUND:

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

the following meanings:

the account 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;

Marketplace for Buyers and Sellers on Our

Our Site, <<insert website address>>;

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

who sells on Our Marketplace;

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

Our Site;

“User Content”

“We/Us/Our”

2. Information About Us

- 2.1 Our Site is [owned and operated by <<insert business name>> [, a limited company registered in England under company number <<insert company number>>, whose 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 available to you 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 any way if any part of it is unavailable at any time and for any period.
- 3.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.
- 3.3 Use of Our Site is subject to the Terms of Use and Terms for Sellers. Please ensure that you read them carefully and that you understand them.
- 3.4

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 any contract with Us. Your purchase is with the Seller; and you are not entering into a contract with Us in any way in connection with this question, and your contract is with the Seller.
- 5.2 We will not be a party to any claim 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 that Sellers advertise in Listings on Our Marketplace in any way responsible for any items.
- 5.4 While all Sellers are required to agree to Our Terms for Sellers <<insert link>>, which includes 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 Acceptance**
- 7.1 When using Our Marketplace, you must use Our Marketplace so lawfully, fairly, and in a manner that complies with the law and Our Terms of Use 7. 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 law.
- 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 data;
- 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 on Our Marketplace;
- 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 illegal activity;
- 7.2.5 discriminates on the basis of race; 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 person or entity, where parodies are excluded, that fall within any of the 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 another person;
- 7.2.12 is in breach of a duty of confidence owed to a third party including, but not limited to, confidential relationships of confidence.
- 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, but are not limited to:
- 7.3.1 removing any content from Our Marketplace;
- 7.3.2 issuing you with a cease and desist order;
- 7.3.3 legal proceedings and reimbursement of any and all relevant costs incurred by Us, each on an indemnity basis;
- 7.3.4 further legal proceedings and reimbursement of any and all relevant costs incurred by Us, each on an indemnity basis;
- 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 arising out of any actions that We may take in response to a breach of these Terms for Buyers.

8. Purchasing from Sellers

- 8.1 As set out above, the Terms of Use apply to all actions on Our Marketplace are not limited to a party to such transactions.
- 8.2 When making a purchase, you 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 set out in Clause 9; and
- 8.2.3 You have provided accurate delivery details to the Seller.

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, removing your ability to use the Payment Service Provider to make payments on Our Marketplace, suspending your Account on Our Site, and/or the suspension of your access to Our Marketplace.
- 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, or if you do not pay in full, for a transaction, please refer to Clause 15 for more information regarding your rights and obligations, including your cancellation rights.
- 10.3 We will not make a Seller's card numbers, bank account details, or any other financial information available to Sellers at any time, or for any reason. All card numbers and bank account details 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 determine and pay taxes on any sales made through Our Marketplace.
- 11.2 Where any tax, for example, Value Added Tax (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 the VAT section of our Terms and Conditions.]
- 11.5 For further information regarding taxes in your location, please contact the Tax Department of Our Third Party Payment Service Provider.

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

13.2.4 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;

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

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

13.3 If you wish to exercise your right of withdrawal 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 provides evidence for convenience. We provide a cancellation form on our website. Cancellation by email or by post is effective from the date of receipt of the Seller 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 later than 14 calendar days after the day on which you wish to cancel. You will be responsible for the return shipping costs 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 wish to cancel.

13.5.1 The day on which you wish to cancel the item(s) back; or

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

13.5.3 If the Seller receives the item(s), the day on which you wish to cancel the item(s).

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 reimbursement of standard delivery charges. If you have ordered premium delivery method, the Seller is not 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 model shown to you (unless the Seller has provided evidence to the contrary).

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

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problem. The following

available to you:

14.2.1 Beginning of the rejection period for goods, you have the right to a full refund if

the item(s), if the item(s) is/are not conforming, you have the right to reject them and to receive a

14.2.2 If you do not exercise your right to a full refund within the rejection period, the Seller may, at its discretion, offer you a repair or replacement of the item(s) or a refund. If you do not exercise your right to a repair or replacement within the rejection period, the Seller may, at its discretion, offer you a refund. If you do not exercise your right to a refund within the rejection period, the Seller may, at its discretion, offer you a repair or replacement of the item(s) or a refund. If you do not exercise your right to a repair or replacement within the rejection period, the Seller may, at its discretion, offer you a refund. If you do not exercise your right to a refund within the rejection period, the Seller may, at its discretion, offer you a repair or replacement of the item(s) or a refund.

the item(s), if the 30 calendar day rejection period does not expire, you may request a repair or replacement of the item(s) at the Seller's expense and must carry out the repair or replacement within a reasonable time and without significant inconvenience to the Seller. If a repair or replacement is impossible or disproportionate, the Seller may offer you the alternative of a repair or vice versa) or a full refund. If you do not exercise your right to a repair or replacement during the 30 calendar day rejection period, the Seller may, at its discretion, offer you a refund. If you do not exercise your right to a refund during the 30 calendar day rejection period, the Seller may, at its discretion, offer you a repair or replacement of the item(s). If less than 7 calendar days remain in the rejection period, it will be extended to 7 calendar days.

14.2.3 If, after a repair or replacement, the Seller cannot resolve the problem, the Seller has failed to resolve the problem within a reasonable time or without significant inconvenience to the Seller, you have the right to keep the item(s) at a reduced price or to return them for a refund.

the item(s) still do not conform (or if the Seller cannot resolve the problem, as described above, or if the Seller has failed to resolve the problem within a reasonable time or without significant inconvenience to the Seller, you have the right to keep the item(s) at a reduced price or to return them for a refund.

14.3 If you exercise your right to a refund within the rejection period, the Seller must refund to you the full purchase price of the item(s) and must reimburse you for any costs incurred by you in returning the item(s) to the Seller.

the item(s) more than six months after the date of purchase, the Seller must refund to you the full purchase price of the item(s) and must reimburse you for any costs incurred by you in returning the item(s) to the Seller.

14.4 Please note you will not be entitled to a refund under this Clause 14 in the following circumstances:

the item(s) are damaged or lost by you or a third party.

14.4.1 the Seller in writing has confirmed that the item(s) are damaged or lost by you or a third party and it is because of that/those circumstances that you wish to return them;

the item(s) are damaged or lost by you or a third party and it is because of that/those circumstances that you wish to return them;

14.4.2 you have purchased the item(s) for an unsuitable purpose that is not stated in the Seller's description and the problem has resulted from that purpose; or

for an unsuitable purpose that is not stated in the Seller's description and the problem has resulted from that purpose; or

14.4.3 the problem is due to wear and tear, misuse, or intentional or careless damage by you or a third party;

wear and tear, misuse, or intentional or careless damage by you or a third party;

14.4.4 We provide a link on our Site for you to return items to a Seller where necessary.

Our Site <<insert link>> for you to return items to a Seller where necessary.

14.5 Refunds (whether partial or full) under this Clause 14 must be made within 14 calendar days of the day on which the Seller agrees that you are entitled to a refund.

any reductions in price) under this Clause 14 must be made within 14 calendar days of the day on which the Seller agrees that you are entitled to a refund.

14.6 Any and all refunds must include all delivery costs paid by you when the item(s) were purchased.

must include all delivery costs paid by you when the item(s) were purchased.

14.7 Further information is available from your local Citizens Advice Bureau or Trading Standards.

obtained from your local Citizens Advice Bureau or Trading Standards.

15. Further Transaction Cancellation

15.1 The Seller has the right to cancel any transaction and issue a full refund of any

transaction and issue a full refund of any

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sums paid (including

following circumstances:

15.1.1 You and the
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agreed to cancel the transaction

15.1.2 You and the following re
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agreed to cancel the transaction
m(s) and you have returned the

15.1.3 You have fa

15.1.4 The Seller h

ce to you.

15.2 Refunds must be m

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15.2.1 the date on
sub-Clauses

ler agree the cancellation, under

15.2.2 the date on transaction.

Is you that they are cancelling the
3 and 15.1.4.

16. Your Account Cancellation

16.1 You may close your account and close an Account

<<insert details of how to cancel

16.2 Any outstanding su
and your Account v
and the relevant tra

any Seller(s) will remain payable until all sums due have been paid or cancelled.

17. Our Liability to You

17.1 As stated in Clause 17.1, the Parties agree that the relationships, or disclosure of information, in sub-Clause 5.2, shall not be used to advertise in Listings or any other aspect of a transaction the legality of any item(s) pertaining to a transaction concerned.

party to any transactions, other
nd Sellers. Furthermore, as stated
Sellers or any items that Sellers
We will not be responsible for any
anties as to the quality, safety, or
s on Our Marketplace. Any claims
ade directly against the Seller

17.2 We will be responsible as a result of Our negligence.

loss or damage that you may suffer
for Buyers or as a result of Our

17.3 Subject to sub-Clause 17.2, the Company shall not be liable to you for any loss or damage to your business, or for any

extent permissible by law, We will
loss of business, interruption to
nity.

[illegible]

to limit or exclude Our liability for negligence (including that of Our ; or for fraud or fraudulent

17.5 Nothing in these Terms shall be construed to limit or restrict any rights. For more details, please visit the Citizens Advice Bureau website.

limit or exclude consumers' legal rights, please refer to your local Office.

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, including, but not limited to, these Terms for 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 held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR). We will ensure that your rights under the GDPR are protected.
- 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 are required to have their own privacy policies in place to govern their collection, processing, and retention of Buyers' personal data. Please consult the relevant 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 ensuring compliance with the GDPR.]
- 19.4 You must only use your personal information for the purpose of completing a transaction, to communicate with Us, to create an account via Our Marketplace, and/or to respond to messages. We will not add any User to a mailing list, and we will not use your payment details. You may only use your personal information for other 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) your obligations and rights under these Terms for Buyers 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
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accordance with the

21.2 If you are a consum
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21.4 If you are a busine
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associated therewit
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Ireland] [Scotland].

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

f 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
y 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
o 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