**How to Sell with Us**

**What do I do first?**

1. Sign up via the “Join Newart” menu. When you are accepted you will be asked to make a payment for £25.00 through our site payment button. When we receive this, we will send you your login details which enable you to upload to the New Art for You website.

2. You automatically agree to the Terms and Conditions here.

3. We will send you a seven step induction by email. This which will show you what you need to do to create your Art Wall on our site. As you provide one set of requests, the next one is sent you, ensuring we explain all the procedures before you start uploading. We are available during this time on [training@newartforyou.co.uk](mailto:TRAINING@NEWARTFORYOU.CO.UK) for any question you may have during this period. You can take 3 days or you can take you two weeks. That’s up to you.

4. Uploading your products is exciting. Images, titles, descriptions, details, and tags are the key to online selling and it has to be done to the highest standard

6. Then it’s plain sailing. You start selling and earning the money.

**Get the most out of selling on New Art for You!**

1. Be sure your artwork stays fresh so replace old work with what you are doing now!
2. Share your products on your social media feeds with links to newartforyou.co.uk.
3. Join in with the community on Facebook, Twitter and Instagram. Like and share posts, comment, retweet. That way we all become more visible and sales improve.
4. Tell your creative friends and buyers that this is where to find your most recent work to buy!

**Seller Obligation**

When you sign up to sell with us, you automatically agree to the Terms and Conditions. We obviously recommend that you look at these BUT we’ve shortened them here and they are in plain English! Here are the easy to digest Obligations which we include in the Terms and Conditions. Agreeing to these means we both keep our side of the bargain, work as a team and offer something really amazing and unique to our customers. Having these Obligations is just part and parcel of explaining the business side of things clearly.

**Your Obligations:**

 Be committed to selling your work online

 Stick to our standard in terms of what you can sell and quality of product. You can only sell your own artwork. We are a platform for the artists themselves.

 Stick to to our customer service standard eg. answering customer queries, posting in good time

 Be keen to earn an income or part income from sales generated through our Marketplace

 Stick to our pricing standard. Keep to the same prices across your public forums and outlets so as not to purposefully undercut your goods on this platform. We reserve the right to cease your trading if you are wilfully undercutting and using the platform solely to promote your products on other platforms or directly.

 Follow the Help Guides provided to set up your Store , Shipping and to upload your Products. They are attached in emails set when you join. And will be available shortly on this website.

 have a great profile image and compelling artist biography

 Have 6 artworks listed at any one time with high quality images, clear descriptions.

 Upload products which are available now.

 Upload quality images 1000 pixels on one side which enhance your work. Images are the most important thing when selling online. Your uploaded images will convert to a thumbnail, main product image and zoom automatically through the site’s software

 Be organised with sales, customer queries, sufficient packaging, good presentation, prompt deliveries and effective returns policy in line with ours

 Include an NEW ART FOR YOU Certificate of Autheticity available to print off when you get an order. You cannot use your own branding and contact information. Any work sold on the website is subject to commission even if payment is taken separately. This is a normal rule with all online selling platforms including Amazon

 Join us and interact with us on social media: join the Facebook closed group New Art for You Artists, Like the official Facebook Page NewArtForYou; follow us on Twitter and Instagram.

 Support the NewArtForYou website. The most obvious way is to provide a link to your shop from your own social media and your own websites

 Inform us of your bank details when requested, so we can transfer your net earnings

 Pay at source 20% commission to us on all your sales. This happens automatically

**Our Obligations:**

 Provide a hosted, fully serviced, data protected online marketplace for the effective sale of your art and craft

 Provide access to and facility to order 24 hours a day with an effective Content Management System

 Provide you with a facility to upload six products.

 Provide you with an easy to use Induction with Help Guides, an online forum and direct access to ask questions

 Vet all prospective artists and makers wanting to sell with us in terms of product standard and ability to sell efficiently online

 Monitor the site for quality control purposes with regular spot checks

 Engage in ongoing optimised online and marketing activities including Facebook, Twitter, Instagram and YouTube, etc.

 Allow you to withdraw your money

 Be available for queries by email and when necessary by phone on Fridays 9am-5pm.

**Disclaimers**:

 We cannot be responsible for your lack of sales if we are meeting our obligations in these Obligations and the Terms and Conditions

 We cannot be responsible for damaged goods you have sent or returns, although if we have taken payment and the item is being returned to you, then we will pay the refund. Please refer to our Returns and Refunds Policy

 We have the right to stop your sales on our Marketplace if you are in breach of any of the Terms and Conditions or the Obligations set out here. We shall contact you to say why you are in breach and allow you to rectify the breach. If the breach persists you will no longer be able to trade on our platform.

We recommend that you read the full Seller Terms and Conditions, our legal binding document

**Seller Shipping and Delivery Policy**

The Shipping and Delivery Policy is part of our Terms and Conditions. One of the main aspects of online selling is shipping. Setting this up on your ART WALL is straightforward and you are provided with Guidelines. The customer wants to know:

how much their item is going to cost to ship/post on top of the price of the product before they purchase

that the postage charge is in line with standard postal services

that their item is well packaged so it won’t arrive damaged

that it is going to arrive in a reasonable amount of time

The NEWARTFORYOU product is bespoke, different and original, with particular inspiration and individual narrative. In that sense shipping and delivery is not a uniform process all the time. We tell our customers that the items come directly from studios, workshops, even kitchen tables and that artists and makers are not machines in some kind of mass market factory or selling from an Amazon store. We see this lack of uniformity as a strength, even down to the shipping and delivery of pieces.

However we do need to maintain general important principles to give a good level of customer service. The Shipping and Delivery Policy is part of the Seller Terms and Conditions and is an important part of the NEWARTFORYOU online brand.

**The Seller must:**

dispatch artwork within 3 days if possible

pack items appropriately. For light unbreakable items layers of bubble wrap are good and light. Be prepared for Returns if your item was damaged in the post

set up shipping costs on the ART WALL so Customers see the full cost.

charge reasonably for postage. You may be able to offer free postage for some items or a standard charge for everything depending on your product.

our customer

Use your Admin Dashboard to keep track of your order processing

If you are on Vacation, remember to list your artwork AWAY FOR THOSE DAYS in your Admin Dashboard temporarily. Just remember to change it back when you return.

**Seller Returns and Refunds Policy**

Customers can not return a product unless the artwork has been damaged in transit. Painting and prints are delicate objects and can not be handled multiple times without incurring serious damage.

If frames or glass are damaged in transit, the customer has the option, with photographic evidence, to request a10% to 20% refund and retain the work. This allows for the artwork to be reframed at the customers cost.

**How a Customer return or claim a refund on a damaged artwork received?**

The Customer must contact you within 48 hours of receipt to let you know that their order with a photograph of the damage, and discuss with you if it is simply glass broken (10%) or also the frame (20%).

If he wishes to return the goods, they must be returned in ten days, after reporting within 48 hours

The Customer must package the item up in the original packaging ensuring no further damage and insuring it for the amount minus the damage and send it back to you within 10 days of letting you know that they want to return the product (we recommend they use a signed-for delivery service with proof of postage). Please note that they will have to bear the direct cost of returning the product if they don’t accept the damage discount.

We shall process the refund directly to the Customer’s Paypal or bank account 14 days after the day the product is received by you; or if earlier, 14 days after the date the Customer provides evidence that they have returned the product to you.

If the Customer is simply unhappy with the artwork, he/she should approach the artist for a possible exchange. This may be done only at the Artist’s discretion.

We advise the Customer not to destroy or throw away any delivery, as no full refund is possible unless the artwork is returned safely to the artist.

The Customer is liable for any diminished value of the product resulting from the handling of the product in any way other than what is necessary to establish the nature, characteristics and functioning of the product while they are responsible for it (this includes, in the context of a return, when the product is in transit back to you).

**As a Seller you must comply with our Returns and Refunds Policy, as part of the Terms and Conditions you agree to. It is an essential part of customer service and gives peace of mind when ordering.**

ART IN THE HEART MARKETPLACE

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ART IN THE HEART MARKETPLACE

SELLERS TERMS & CONDITIONS

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which Art and Craft Sales UK Limited (with the trading name “Art in the Heart”), a company registered in England and Wales (company registration number 09681109) and with registered office at 1 All Saints Road, Peterborough, PE1 2QT (“we, “us”) provides Service to you (the “Seller”).

2. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

2.1 Definitions

Registration Form: the form which must be agreed to online when subscribing by the Seller as part of its application to join the Online Marketplace.

Commission Fee: the fee set out in clause 6.3.

Customer: a person, firm or company who enters into or is invited to enter into any contract with the Seller via the Online Marketplace.

Customer Terms & Conditions: the terms and conditions between us and the Customer, as notified to you from time to time.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Force Majeure Event means any circumstance not within a party’s reasonable control including, without limitation:

 acts of God, flood, drought, earthquake or other natural disaster;

 epidemic or pandemic;

 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

 nuclear, chemical or biological contamination or sonic boom;

 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

 collapse of buildings, fire, explosion or accident; and

 interruption or failure of utility service.

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Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Online Marketplace: means the online marketplace provided by us via the www.artintheheart.co.uk website to market and facilitate the sale of Seller’s Products.

Policies: any and all policies provided by us to the Seller, including the Obligations (includes Quality Control Requirements in terms of what and where you can sell, Image and Product Description Requirements, Product Listing Requirements, Customer Service Requirements, Product Pricing Requirements); the Data Protection and Privacy Policy; Refunds and Returns Policy; Shipping and Delivery Policy.

Presentation Guidelines: See Obligations

Product: the goods that Sellers wish to market and sell via the Online Marketplace.

Product Pricing Policy: How sellers price their work via the online Marketplace. See Obligations

Product Set-up and Listing Requirements: How sellers should upload images and give descriptions and should explain their shipping and returns arrangements. See Obligations

Security Requirements: How sellers should have security for their own IT systems and should adhere to our Data Protection and Privacy Policy

Service: the Online Marketplace and other related services to be provided by us under this agreement.

[Storefront]: means the individual Seller’s portal within the Online Marketplace to market its Products.

Subscription Fee: the annual fee set out in clause 6.2.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

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2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns.

2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.9 A reference to writing or written includes fax and email

2.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.11 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. COMMENCEMENT AND DURATION

3.1 We shall provide the Service to the Seller on the terms and conditions of this agreement.

3.2 We shall provide the Service to the Seller after the following events and the Seller accepts that we have the sole discretion as to whether to invite or select prospective Sellers to use the Service:

3.2.1 we have received a completed Registration/Application Form with agreement to the Terms and Conditions and Obligations and other Requirements stipulated from the prospective Seller for example appropriate products commensurate with the Art in the Heart brand; and

3.2.2 we have notified the prospective Seller of our acceptance of the Products and Storefront setup.

3.2.3 There is no annual subscription fee

3.3 This agreement shall continue unless it is terminated by one of the parties giving to the other not less than one months’ notice, unless this agreement is terminated in accordance with clause 11.

4. OUR OBLIGATIONS (Set out in full in the Obligations Document which is part of the Terms and Conditions)

4.1 We shall use reasonable endeavours to provide the Service, and to provide the Service with reasonable care and skill.

4.2 We shall provide a portal for the Seller to create and update a Storefront.

4.3 We shall use reasonable endeavours to host the Online Marketplace and remedy any faults in the Service that is within our control as soon as reasonably practicable. The Seller accepts that the Service will not be entirely free of fault at all times and that in some instances the website may need to be shut down for maintenance purposes.

4.4 We shall provide the Seller with access to the Online Marketplace where the Seller may offer and sell their Products directly to Customers. Thereby:

4.4.1 we shall promote the sale of products via the Online Marketplace, social media, by newsletter and other standard means in our sole discretion;

4.4.2 any contract for sale of the Products is made directly between the Seller and the Customer and we are not party to any such contract;

4.4.3 we shall facilitate the sale of Products via email;

4.4.4 we shall facilitate payment of the Products in accordance with clause 6.5;

4.5 We retain the right to change the Service at any time.

5. SELLER’S OBLIGATIONS (Set out in full in the Obligations Document which is part of the Terms and Conditions)

5.1 General Obligations – The Seller shall:

5.1.1 warrant that all information set out within the Registration Form is accurate and up to date at all times, with any such changes to be notified to us as soon as possible;

5.1.2 sell the Products to the Customers in accordance with the Customer Terms & Conditions;

5.1.3 not, without our prior written consent, sell Products through any unauthorised online marketplace, large chain/department stores. (The Document ‘What and Where you can Sell’ is part of the Obligations and Terms and Conditions)

5.1.4 co-operate with us in all matters relating to the Service.

5.2 Technical Obligations – The Seller shall:

5.2.1 be responsible for providing and maintaining (at its own cost) access to the World Wide Web and ensure that all computer equipment used by the Seller, including hardware and software, is up-to-date and can access and interoperate with the Online Marketplace. In particular, the Seller should ensure that it has appropriate anti-Virus software in place;

5.2.2 provide, in a timely manner, such material and other information as we may reasonably require, and ensure that it is accurate in all material respects;

5.2.3 ensure that any information, documentation or photographs provided to us electronically, either via email or the Online Market-place is transmitted free from Viruses;

5.2.4 be responsible for the security and proper use of passwords and other security devices used in connection with the Service;

5.2.5 not include on the Website, the Storefront or in any communication with the Customer a link to another website (including the Seller’s website and social media pages), its email address, address or telephone number;

5.2.6 include any Art in the Heart Packing Slip or Art in the Heart leaflet provided

5.2.7 at all times comply with any Security Requirements provided by us to the Seller.

5.3 Storefront Obligations – The Seller shall:

5.3.1 be responsible for creating, managing and displaying their Profile and Product on the Storefront in a professional and appealing manner which is kept up to date;

5.3.2 display for sale a minimum of 10 individual Products on the Storefront at any one time;

5.3.3 at all times comply with any Presentation Guidelines provided by us to the Seller;

5.3.4 ensure that all Seller Information provided in respect of itself or the Products is and remains true, accurate, current and complete;

5.3.5 comply with any Policies provided by us to the Seller. This includes the Obligations; Refunds and Returns Policy, Shipping and Delivery Policy, Data Protection and Privacy Policy

5.3.6 warrant that none of its Seller Information, Products or use of the website will:

5.3.6.1 be false, inaccurate or misleading;

5.3.6.2 be fraudulent, or involve the sale of counterfeit or stolen items;

5.3.6.3 be defamatory, menacing, offensive, obscene, pornographic, abusive, indecent or in poor taste;

5.3.6.4 be in breach of any applicable law or regulation, including but not limited to breach of copyright, confidence, privacy, e-commerce, distance selling, data protection, export control, tax, consumer protection and advertising;

5.3.6.5 infringe any third party Intellectual Property Rights or privacy;

5.3.6.6 adversely affect the reputation of our brand.

5.3.7 comply with the Product Information Policy provided by us to the Seller;

5.3.8 comply with the Product Pricing Policy provided by us to the Seller. See the Obligations document

5.3.9 comply with the Product Set-up and Listing Requirements provided by us to the Seller. See the Obligations Document

5.4 Customer Order Obligations – The Seller shall:

5.4.1 agree that following acceptance of an order via the Online Marketplace, such order is irrevocable and must be concluded by the Seller directly to the Customer;

5.4.2 be bound by the Customer Terms and Conditions in respect of the sale of the Products;

5.4.3 comply with the Customer Order Requirements provided by us to the Seller. See the Obligations document.

5.4.4 comply with the Returns and Refunds Requirements provided by us to the Seller; See the Returns and Refunds Policy.

5.5 You agree that we may deactivate the Seller’s Storefront at any time if, in our sole discretion, we consider that the Seller has not complied with any of our Policies.

6. CHARGES AND PAYMENT

6.1 In consideration of the provision of the Service by us, the Seller shall pay the Commission Fee as set out in Clauses 6.2 and 6.3.

6.2 There is no Subscription fee.

6.3 The Commission Fee is set at 25% of the value of the total amount payable by a Customer in relation to each Product sold through our Website by the Seller including VAT if applicable. The Seller retains the delivery charges applying to the Product

6.4 If the goods are returned to the Seller according to the Refunds and Returns Policy then the we reimburse the customer the full amount. We reserve the right to keep Sellers’ money for a 30 day period for this purpose

6.5 Payments for the Products shall be made directly to us by Customers via Paypal or card payment. The Seller agrees that the Customer’s obligation to pay the Seller for Products is fulfilled when the Customer validly pays us for the applicable Product.

6.6 The Commission Fee shall be collected directly by us from payments made by the Customer.

6.7 Payments for Products by Customers will be via payment methods used by us from time to time.

6.8 We shall pay the Seller for all transactions that have taken place by a withdraw method from the Seller Dashboard. It is the Seller’s responsibility to withdraw from their balance (what is has been earned minus 25%) The Seller has to request withdrawal which has to be approved by us. The money earned from any transaction has to remain in the balance for a period of 30 days to allow for the possibility of a Return and Refund.

6.9 All payments must be made in pounds sterling.

6.10 The Seller shall provide up-to-date banking details to us if required in order to facilitate payments for sold products and shall be responsible for any banking charges or administrative expenses incurred by us in respect of incorrect or inaccurate information.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Our IPR

7.1.1 All Intellectual Property Rights in our name, logo, and brand shall be owned by us. Subject to clause 7.1.2, we license to the Seller the use of our name, logo and branding on promotional material, packaging or elsewhere in accordance with these terms. On the termination of this agreement, this licence will automatically terminate.

7.1.2 All Intellectual Property Rights in the Service and in any software or documentation are the property of us or our licensors. Subject to clause 7.1.2, we grant to the Seller a non-exclusive, non-transferable, revocable and limited licence to use any software or documentation for the sole purpose of accessing and using the Service. On the termination of this agreement, this licence will automatically terminate.

7.1.3 Any Intellectual Property Rights created by us will remain the property of us.

7.2 The Seller’s IPR

7.2.1 The Seller warrants that:

7.2.1.1 it is the legal owner of all of the IPR in and relating to the Products (including any photographs, images, logos), and/or that it has a valid licence to use any such IPR;

7.2.1.2 the use by the Seller and/or us of the IPR in order to sell the Products on the Online Market-place will not infringe any third party Intellectual Property Rights.

7.2.2 The Seller shall at all times during and after the term of this Agreement indemnify us against any and all claims, demands, damages, liabilities, losses, costs and /or expenses arising out of or in relation to any breach of clause 7.1.1 (“IPR Claim”).

7.2.3 If an IPR Claim is made, the Seller shall:

7.2.3.1 do all things necessary to make the IPRs non-infringing;

7.2.3.2 notify us in writing of any IPR Claim.

7.2.4 We may conduct and defend any IPR Claim and may settle or compromise such claim at our sole discretion. The Seller shall give us such assistance as we shall reasonably require in respect of the conduct of the claim and defence.

7.2.5 The Seller licenses to us access to and use of any content that is placed on the Seller’s Storefront. We may use the images and profile information in publicity and social media

8. CONFIDENTIALITY AND THE SUPPLIER’S PROPERTY

8.1 Each party receiving Confidential Information from the other shall keep that information confidential. This agreement is to be considered Confidential Information.

8.2 The obligations of confidentiality shall not apply:

8.2.1 where specific prior written consent of disclosure has been given;

8.2.2 to information in the public domain, other than through a breach of confidentiality;

8.2.3 to information lawfully in the possession of the recipient before the disclosure was make;

8.2.4 where the information is required to be disclosed under any applicable law, or by order of a court or governmental body, or by authority of competent jurisdiction.

8.3 The obligations of confidentiality shall remain in effect for five (5) years after the termination or expiry of this agreement.

9. LIMITATION OF LIABILITY –

9.1 Nothing in this agreement limits or excludes our liability for:

9.1.1 death or personal injury caused by its negligence;

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, we shall not be liable to the Seller, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

9.2.1 loss of profits;

9.2.2 loss of sales or business;

9.2.3 loss of agreements or contracts;

9.2.4 loss of anticipated savings;

9.2.5 loss of or damage to goodwill;

9.2.6 loss of use or corruption of software, data or information;

9.2.7 any indirect or consequential loss.

9.3 Subject to clause 9.1 and clause 9.2, our total liability to the Seller, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to:

9.3.1 £250 per claim

10. DATA PROTECTION

10.1 The Seller acknowledges and agrees that personal data will be processed by and on behalf of the Supplier in connection with the Service.

10.2 Information and data provided by the Seller may be not be used, disclosed and distributed by us.

11. TERMINATION

11.1 Without affecting any other right or remedy available to it, this agreement shall remain in force until either party notifies the other in writing with at least 30 days’ notice.

11.2 We may immediately suspend or terminate this agreement with immediate effect without liability by giving written notice to the Seller if:

11.2.1 the Seller commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;

11.2.2 the Seller cannot pay its debts as they fall due or becomes or is threatened to become insolvent, or is the subject of a bankruptcy order, or makes any arrangement or makes a proposal for or enters into any compromise or arrangement with any of its creditors, or goes into voluntary or compulsory liquidation, or an application is made to court, or an order is made, for the appointment of an administrator, or the equivalent of any such event happens to the Seller;

11.2.3 the Seller fails to display/ sell a minimum of 10 individual Products at any time, in accordance with clause [5.3.2]/

11.2.4 in our sole discretion, we consider that the Seller’s eligibility or suitability to be listed on the Online Marketplace changes.

12. CONSEQUENCES OF TERMINATION

12.1 On termination or expiry of this agreement, the Seller shall immediately pay to us any outstanding Fees due and unpaid.

12.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13. FORCE MAJEURE

13.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.2 If the Force Majeure Event prevails for a continuous period of more than three (3) months, either party may terminate this agreement by giving 14 days’ written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

14. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. SEVERANCE

17.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. ENTIRE AGREEMENT

18.1 This agreement, and any documents referred to in it, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

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18.3 Nothing in this clause shall limit or exclude any liability for fraud.

19. ASSIGNMENT AND OTHER DEALINGS

19.1 This agreement is personal to the Seller and the Seller shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

19.2 We may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

20. THIRD PARTY RIGHTS

No one other than a party to this agreement shall have any right to enforce any of its terms. Nothing in this clause excludes our rights to act as payment agent of the Seller.

21. NOTICES

21.1 A notice given to a party under or in connection with this agreement:

21.1.1 shall be in writing and in English;

21.1.2 shall be sent to the party for the attention of the contact and at the address or fax or email listed in clause 21.2

21.1.3 is deemed received as set out in clause 21.3 if prepared and sent in accordance with this clause.

21.2 The parties’ addresses and contacts are as set out in this table:

Party

Contact

Address

Fax number

Email

Art in the Heart

Sales

1 All Saints Road, Peterborough, PE1 2QT

N/A

marketplace@artintheheart.co.uk

21.3 This table sets out:

21.3.1 delivery methods for sending a notice to a party under this agreement; and

21.3.2 for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 21.4:

Delivery method

Deemed delivery date and time

Delivery by hand.

On signature of a delivery receipt.

Pre-paid first class post or other next working

9.00 am on the second Business Day after

day delivery service providing proof of delivery

posting or at the time recorded by the delivery service

Fax.

At the time of transmission.

Email

On acknowledgment of receipt of the email.

21.4 For the purpose of clause 21.3 and calculating deemed receipt:

21.4.1 all references to time are to local time in the place of deemed receipt; and

21.4.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

21.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. COUNTERPARTS

22.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

22.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

22.3 No counterpart shall be effective until each party has executed at least one counterpart.

23. DISPUTE RESOLUTION PROCEDURE

23.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause: The Party should inform the other party the exact reason for the dispute. Each party should try and resolve the dispute by email or if necessary by phone. Each party should adhere to the agreement. If there is a dispute over the agreement, then resolution between the 2 parties should be found for the individual case. This may involve discussion and compromise. As a last resort legal advice should be sought with regard to breaches of contract for either party and legal solutions enforced. This may include compensation or disqualification from using the service. Amicable resolutions are favoured.

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24. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date of Registration when the Terms and Conditions and Obligations box is checked, the Seller’s Products have been vetted and accepted, and the Seller Dashboard has been issued