

| ONLINE FAIR FEE | |
|--|---|
| <input type="checkbox"/> Handmade Chelsea Online Fair (Online Only) | £199 + VAT |
| <input type="checkbox"/> Handmade Chelsea Fair + Handmade Chelsea Online Fair (Combined) | £149 + VAT |
| | NET |
| PAYMENT TERMS | TOTAL COST |
| There will be 20% + VAT commission on sales. If your application is successful, we will require full payment within one month of your selection. For bacs, account name Handmade in Britain Ltd. Santander, account number: 43207489, sort code: 09-06-66 | Net £..... VAT @ 20% £..... TOTAL £..... |
| Exhibitor Details (BLOCK CAPITALS or type please) Company Name | Trading as (Name Board & Promotion) |
| VAT Registration Number (if applicable) | |
| Contact Name | |
| Address | |
| Telephone | |
| Email | |
| Website | |
| SIGNED ON BEHALF OF EXHIBITOR | |
| I/we hereby apply for the Chelsea Online Fair 'Online Shop' as detailed above and I/we agree to abide by the Agreement & Exhibition Terms & Conditions (shown on the following pages) which form part of this Contract and which I/we received, read and understood. I/we further agree to pay to enable the building and management of 'Online Shop' and understand that the product pages may be reallocated if payments are not made by the due date. | |
| Signed_____ | Date_____ |
| Printed Name_____ | Position in Company_____ |
| OFFICE USE ONLY Signed_____ | Accepted for and on behalf Handmade in Britain Ltd Date_____ |
| Handmade in Britain, Studio 10, Old Paradise Yard, 20 Carlisle Lane, London, SE1 7LG Company Registration No: 06398519 VAT Registration No: GB155289878 | |

PARTICULARS

This is an agreement between Handmade in Britain. (registration number: 06398519), a Private Limited Company , registered under the Companies act 2006, with registered office at Unit 10, Old Paradise Yard, 20 Carlisle Lane, London SE1 7LG, which owns and operates a website www.handmadeinbritain.co.uk (hereafter referred to as 'Handmade in Britain/Our/We') And Exhibitor (hereinafter referred to as 'you')

Handmade in Britain agrees to provide the services to you set out in Clauses 6 and 7 of the Terms and Conditions attached. In return, you agree:

1. As an exhibitor on the Handmade Chelsea Online Fair 10-15 November 2020 to use the website of Handmade in Britain.

2. To pay Handmade in Britain a fee of £199.00 + vat (a fee of £149 + vat if you are participating in Handmade Chelsea Fair (to be held at Chelsea Old Town Hall) and commission equal to 20% of the total sales (+ VAT) for the goods sold by you through Handmade in Britain for the duration of Handmade Chelsea Online Fair

This Agreement incorporates and is made subject to the Terms and Conditions attached. Please read them carefully before you offer to make this Agreement with Handmade in Britain by signing below.

Signed on behalf of Handmade in Britain

Your Signature (Print your name)

Date

Date

Handmade in Britain, Studio 10, Old Paradise Yard, 20 Carlisle Lane, London, SE1 7LG
Company Registration No: 06398519 | VAT Registration No: GB155289878

Terms and Conditions

1. General

This sets out the Terms and Conditions on which Handmade in Britain is prepared to enter into an agreement with You. In other words, these are the legal rules which apply to your relationship with Handmade in Britain, your use of the Website, and all services Handmade in Britain provides to You both on the Web-Site and elsewhere. Please read this document carefully before offering to make a contract with us.

2. How long the Agreement will last

2.1. An Agreement between You and Handmade in Britain will be created on these terms once:

- 2.1.1. You have signed it and Handmade in Britain has received it;
- 2.1.2. Handmade in Britain has then signed the Agreement.

3. Duration of Exhibition and Time-Table

3.1. Details of the times and dates of: Online Fair, The Open Hours; Installation Period; Dismantling Period are or will be as situated by the Organiser in the Exhibition Manual or otherwise.

4. Cancellation of Agreement

4.1. Cancellation by Exhibitor: In the event that the Exhibitor requests to cancel the Agreement after acceptance by the Organiser; or fails to meet any of the payment obligations detailed in the contract of Agreement; or fails to build and manage your 'Online Shop'(Fair) allotted by the opening time on the first day of Exhibition, THEN the Organiser reserves the right to treat the contract and Agreement as cancelled and will apply the following cancellation charges and re-allocate the booked 'Online Shop'(Fair) Product Pages (Space) to another Exhibitor.

4.2. Cancellation Occurring & Cancellation charge:

More than six months prior to the Exhibition: Deposit only

More than four months and less than six months; 50% of the total charge*

Less than four months prior to the Exhibition; 100% of the total charge*

*The non-refundable deposit is considered part of the total charge.

If the Exhibitor wishes to cancel the contract and Agreement, then written notice must be forwarded to and received by Organiser no later than the dates referred above. The Organiser shall not be obliged to accept the Exhibitor's request to cancel its booking for 'Online Shop'(Fair). Notwithstanding that the Organiser may re-sell or re-allocate the cancelled Product Pages (Space) after cancellation by the Exhibitor, the Organiser shall be under no obligation to reimburse all or any part of a cancellation charge.

5. Handmade in Britain can terminate the Agreement in the circumstances set out in Clause 23-24.

6. What Handmade in Britain will do for you

6.1. Handmade in Britain acts as a venue for you and other users who comply with its Terms and Conditions, to offer, sell and buy goods.

7. If you agree and abide with these Terms and Conditions Handmade in Britain will:

7.1. give you access to the website and the Control Panel to enable You to build and manage your 'Online Shop'(Fair) and add your products to the Product Pages;

7.2. allow you to sell your products through the Website;

7.3. provide functionality for processing sales and returns online and for transferring payment to you;

7.4. enable You to link your Product Pages on the Website to social networking sites (provided that those sites allow such linking);

7.5. market the Website;

7.6. use reasonable care to provide the website and other Services to you;

7.7. provide reasonable technical support to You relating to the Website if you have a problem using the website please just send us an e-mail to [piyush@handmadeinbritain.co.uk] and we'll be happy to help

7.8. if the Services provided through the Website are interrupted, use reasonable efforts to restore that Services.

8. What Handmade in Britain does not agree to do

8.1. Handmade in Britain is not directly involved in the transactions between you and the buyer. Consequently, Handmade in Britain does not transfer legal ownership of items from you to the buyer.

9. As a result, Handmade in Britain:

9.1. Has no control over the quality, safety, morality or legality of any aspect of the items described on the Website, the truth or accuracy of those descriptions, your ability to sell items or the ability of buyers to pay for items;

9.2. Handmade in Britain cannot ensure that a buyer or seller will actually complete a transaction; and

9.3. Is not responsible or liable for any content, for example, data, text, information, user names, graphics, images, photographs, profiles, audio, video, items, and links posted by you, other users, or outside parties on Handmade in Britain.
You use Handmade in Britain Service and Website at your own risk.

10. We do not agree to:

10.1. Provide you with software to access the Website or guarantee that you will be able to access the Website at all times (not that you need any special software to access the Website – just a computer and an internet connection);

10.2. Pay you any compensation if you suffer damage as a result of using the Website or if you or others are unable to use it (whether that is because of a technical problem or for any other reason).

11. What you agree to do

By signing this Agreement you agree:

11.1. To have reasonable access at all times to:

11.1.1. A computer protected by up-to-date anti-virus and firewall software which complies with industry standards. In other words, you must have software which keeps your computer, the Website and the buyers' personal information safe (If you aren't sure whether your software complies with this please contact us).

11.1.2. The internet (of course, we understand that the internet can be temperamental, and we aren't going to blame you if you've taken reasonable steps to have continued access to it);

11.1.3. A colour / BW printer;

11.1.4. A valid and operational e-mail address

11.2. To create your 'Online Shop'(Fair) and load minimum of 12 products onto the Website at least 2 weeks before the live event

11.3. To show:

11.3.1. Within your Control Panel, whether you are registered for VAT and, if so, your VAT number;

11.3.2. On your Product Pages, which of your products can / cannot be returned to you. (Please follow the UK law guidelines)

11.4. When you are notified of an order through the Website:

11.4.1. Within the given time frame following the order:

11.4.1.1. Dispatch the relevant items by traceable post or courier;

11.4.1.2. Include in the package with the items an order confirmation/sales receipt relating to those items (you can print this off as part of our order acceptance process);

11.4.1.3. Comply with Handmade in Britain packaging guidelines when dispatching those items (which state, amongst other things, that you must not include any promotional material except that provided by Handmade in Britain in your dispatched order).

11.4.1.4. Input details of the order and postage tracking codes into the Control Panel. (Indeed, we don't regard the sale as complete, and so will not pay you any money in relation to it, until you have done this).

11.5. To ensure that any products you offer for sale through the Website:

11.5.1. Are ones to which you have title or to which you will have title when you deliver them to the buyer;

11.5.2. Comply with any relevant safety statutes or regulations and other product statutes or regulations in force both in England and Wales and in any other jurisdiction (for instance that in which the buyer lives);

11.5.3. Are appropriately marked or certified in accordance with applicable British or European standards;

11.5.4. Are of satisfactory quality and fit for the purpose for which the buyer is purchasing them.

11.6. To ensure that none of the items you offer for sale through the Website are replica or design copies of any other brand, designer or manufacturer, and that no brand name or trademark not owned by you is used in connection with a product, whether by implication or actual use, unless you obtain and provide written permission to Handmade in Britain prior to offering for them sale.

11.7. To comply with all legal and other obligations imposed on the sending of products including as to the payment of taxes and duties.

11.8. To ensure that your 'Online Shop'(Fair) and product information (as displayed on your Product Pages):

11.8.1. Maintains a high standard of presentation and at all times accords with Handmade in Britain Guidelines for Makers (guidelines in the Manual, which is provided with the username and password, once the signed contract is submitted) in effect from time to time, including in relation to the form and content of copy and product imagery. You will comply with Handmade in Britain reasonable instructions from time to time concerning the 'Online Shop'(Fair) and Product and Range Pages; and

11.9. To respond to any queries or sales made within 48 hours of receiving it. (It is good customer relations and it makes both you and Handmade in Britain look good. We regard this as basic, but vitally important marketing).

11.10. To check your e-mail in-box at least once a day to check for notifications of orders or questions from buyers or potential buyers

11.11. To permit Handmade in Britain to access and use any content that appears on your Handmade in Britain 'Online Shop'(Fair), Range or Product Pages or other promotional material in Handmade in Britain own editorial content or promotional activity relating to you, your business and products;

11.12. To cooperate with Handmade in Britain in promoting and marketing your products, the Website and Handmade in Britain services generally.

11.13. To pay compensation to Handmade in Britain for any damage it suffers as a result of any breach by you of any of the terms set out in this Agreement.

11.14. If any claim is made against Handmade in Britain arising out of or in connection with any defect in the products or any other breach of the terms set out above, to:

11.14.1. Indemnify Handmade in Britain against all liabilities, costs, 'chargebacks', expenses, damages and losses (including any direct, indirect or consequential losses) it incurs in connection with the claim or paid or agreed to be paid by Handmade in Britain in settlement of the claim and all legal or other expenses incurred by Handmade in Britain in or about the defence or settlement of the claim. (Handmade in Britain shall notify the Maker as soon as practicable after becoming aware of the claim); and

11.14.2. Support Handmade in Britain during any litigation (or other dispute resolution procedures) which arise as a result of any such claim including providing information, documents and witness statements to enable Handmade in Britain to defend and obtain advice on that claim.

11.15. Consistent pricing throughout all sales platforms;

12. What you agree not to do

You agree that nothing on your pages on the Website (including the Online Shop (Fair)) will:

12.1. Be false, inaccurate or misleading;

12.2. Be offensive, indecent, obscene, pornographic, menacing, abusive, defamatory or, in the opinion of Handmade in Britain, in poor taste;

12.3. Be in breach of copyright, confidence, privacy or any other rights and, in particular, will not infringe any third party's Intellectual Property Rights, trade secrets or other proprietary rights or rights of publicity or privacy;

12.4. Be fraudulent or involve the sale of counterfeit or stolen items;

12.5. Be in breach of any applicable laws or regulations (including, but not limited to, laws or regulations governing e-commerce, distance selling, data protection, export control, consumer protection and advertising);

12.6. Create, or be likely to create, liability for Handmade in Britain or cause Handmade in Britain to lose (in whole or in part) the services of its internet service or other suppliers;

12.7. To your knowledge, contain any computer virus;

12.8. To your knowledge, cause the website or the Range Pages and Product Pages or their functionality to be interrupted, damaged or impaired in any way.

13. You further agree not to:

13.1. Use the name, logo or branding of Handmade in Britain other than for marketing purpose of the 'Online Shop'(Fair) and with the prior written consent of Handmade in Britain;

13.2. Modify or attempt to modify the Control Panel or any part of the Website, access the Website unlawfully, modify or make derivative works based on the Website nor attempt to reverse engineer or access the Website with the intention of creating a competitive product or service nor to copy or build any concepts, features, functions or graphics based on the Website;

13.3. Communicate or attempt to communicate other than through the Website with any person who has contacted you through the Website:

13.3.1. Whilst the Agreement is in operation; and

13.3.2. For 3 months after termination of the Agreement and you agree that those restrictions are reasonable.

13.4. Include within your 'Online Shop'(Fair) or Product or Range Pages any direct or indirect link to other Websites including your own Website.

13.5. Include your own marketing material or contact details (other than through the Website) in anything you send to buyers or potential buyers

13.6. Claim that you own or have any rights in or to use the Website other than as set out in the Agreement.

13.7. During the periods defined in Clause 13.3 transfer to any other person or company information (including contact information) about any buyer or potential buyer except:

13.7.1. To a person or company who agrees with Handmade in Britain to comply with the same restrictions as are set out in Clause 13.3 herein; or with the written consent of Handmade in Britain.

14. What we will pay to you

14.1. Handmade in Britain will pay to you the amount paid by the buyers less any money you owe to us, for instance for commission.

15. Handmade in Britain will credit your account with any amounts paid by buyers as follows:

15.1. Handmade in Britain will pay you after 28 days of the product delivered and marked as delivered. (in order to allow time for returns and possible refunds):

16. Handmade in Britain will not be liable to pay interest on any sums we credit or pay to you later than the above dates.

17. Handmade in Britain shall not be liable to you for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) which arises out of or in connection with this Agreement, or for any liability incurred by you to a buyer or to any other person for any economic loss, claim for damages or awards howsoever arising from the provision of the service or otherwise.

18. What you pay to us

What Handmade in Britain charge to you:

18.1. A commission charge on any goods sold by you. 20% of the price (+ VAT) charged by you. We will do this by deducting that amount from the amount we pay to you.

19. Handmade in Britain reserves the right to change the commission charge if the VAT rate changes.

20. REFUNDS

20.1. You must accept the return of any goods and provide full refund (including the costs of postage to and from the buyers, except as provided in clause 20.5 below) for goods if :

20.2. You did not have title to those goods or the right to sell them at the time of sale;

20.3. The goods in question were not of satisfactory quality or fit for the purpose for which the buyer bought them at the time of sale;

20.4. Those goods contravened Clauses 11.5 or 11.6 of the Agreement; and/or

20.5. The buyer returns or rejects the goods in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and / or Consumer Protection (Distance Selling) Regulations 2000 as amended, and as applicable from time to time, or any other applicable laws and regulations in effect; or

20.6. In the event the buyer returns or rejects the goods within 14 days of receipt of the goods (in which case you must pay the costs of sending the goods to the buyer but not of their returning them).

21. You may accept the return of any goods and provide full or partial refund for those goods in other circumstances, at your discretion.

22. This is what Handmade in Britain will do if you refund any money:

22.1. If You give a full refund Handmade in Britain will refund to your account all the commission charges it has charged you;

22.2. If you give a partial refund it will refund to your account a proportion of the commission charges equal to the proportion of the price you have refunded;

23. Suspension and Termination

23.1. Handmade in Britain may immediately suspend further provision of the Services set out in this Agreement or cancel any outstanding provision of the Agreement, or by notice in writing to you terminate the Agreement without liability to Handmade in Britain if you:

23.1. Commit a material breach of the Agreement (including without limitation a material breach of any of the terms ,as laid down in sections 11,12 and 13 of this document), which is capable of remedy, and fail to remedy the breach within fourteen (14) days of Handmade in Britain sending you a written notice to do so;

Also, under such circumstances you are liable to pay an administrative fee of £500+VAT and forfeit any amount pending with Handmade in Britain

23.2. Commit a material breach of the Agreement (including without limitation a material breach of any of the terms) which is incapable of remedy;

23.3. Are the subject of a bankruptcy order, or become insolvent, or make any arrangement or composition with or assignment for the benefit of your creditors, or go into voluntary liquidation (otherwise than for the purposes of reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over your assets, or if the equivalent of any such events under the laws of any relevant jurisdiction occurs to the Member Partner.

24. Handmade in Britain reserves the right to suspend or to cancel this Agreement in whole or in part (without liability to Handmade in Britain) if it is prevented from or delayed in the carrying on of its business and its obligations under the Agreement due to circumstances beyond its reasonable control including, without limitation, pandemic, Acts of God, fire, flood, lightning, war, revolution, acts of terrorism, industrial disputes (whether of its own employees or others) or acts of local or central government (including the imposition of legal or regulatory restrictions). If any such event beyond the reasonable control of Handmade in Britain continues for a continuous period of more than 30 days, either party shall be entitled to give notice in writing to the other to terminate the Agreement.

24.1. In addition, Handmade in Britain may terminate this Agreement and remove your access to the Services, for any or no reason, and without penalty, by providing you with 30 days' prior written notice. All the pending dues will be cleared.

25. Without prejudice to any other rights it may have, the Organisation may terminate the Agreement by notice in writing: If the whole or any part of the amounts due from the Exhibitor to the Organiser are not paid within 14 days of the due dates (whether formally demanded or not);

25.1. If the Exhibitor fails to observe and fulfil any of the terms and conditions of the Agreement;

25.2. If the Exhibitor shall have a receiver or administrator appointed or the Exhibitor being a partnership has a receiver appointed or is wound up or dissolved or being an individual executes as debtor a deed of arrangement to which the Deeds

of Arrangement Act 1914 applies or applies to the Court for an interim order or one is made under Part VIII of the Insolvency Act 1986 or the Exhibitor presents or has presented against him a bankruptcy petition or a bankrupt order is made against him or he enters into any compromise or arrangement with his creditors or a majority of them in value.

25.3. Upon termination the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Agreement prior to such termination.

26. PAYMENT

The Exhibitor shall pay the Organiser in accordance with the payment details set out in the Contract for 'Online Shop'(Fair). The online application fee is non-refundable.

26.1. Deposit: Once your application is successful, you will be required to confirm your acceptance and pay a non-refundable deposit via BACs within two weeks. If we do not receive your deposit, your Space will be released and offered to another applicant.

26.2. The Organiser reserves the right to refuse to let the Exhibitor populate the Product Pages if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates. Unless otherwise stated, all sums stated are exclusive of VAT, which (if applicable) the Exhibitor shall pay the Organiser in addition.

26.3. The Exhibitor shall pay all other sums due to Organiser by the due date given on the invoice. If there is any payment still due to the Organiser less than two weeks before the opening of the Exhibition, the Exhibitor shall pay the Organiser by bank transfer or credit card. The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counter claim or set off against Organiser.

27. PRESS AND PROMOTION

In consideration of the Organiser assisting the Exhibitor in promoting their work, the Exhibitor must agree to grant the Organisers a non-exclusive copyright license for any promotional materials supplied to the Organiser and/or its appointed publicity contractor, for the purposes of promoting and publicising their work and the event. In granting this license Exhibitors should be aware that the promotions may include the use of these materials on the Internet (World Wide Web) and that any images supplied may be scanned and held digitally for this purpose. The copyright is and will continue to be beneficially and solely owned by the Exhibitor, who must ensure that it does not and will not infringe on any other copyright and that no information contained in the materials is or shall be inaccurate, misleading or injurious.

28. Definitions

The following words used in these Terms and Conditions have the following meanings:

28.1. 'Agreement' means the agreement formed by the Particulars and these Terms and Conditions

28.2. 'Buyer' or 'Buyers' means anyone who buys or attempts to buy goods from you through the Website

28.3. 'Control Panel' means the control panel on the Website which you use to create and up-date your pages on the Website

28.4. 'Holiday mode' means the mode to which you can switch Your Pages if you are unable to process orders or refunds (for instance because you are on holiday or ill);

28.5. 'Online Shop'(Fair) means the page on the Website on which you create your own Web-address and introduce yourself to customers in images, words and video

28.6. 'Particulars' means the particulars on the first page of this Agreement

28.7. 'Product Pages' means the pages on the Website on which your products are promoted to customers using images, words and/or video, and from where potential customers can add products to their on-line 'shopping basket'

28.8. 'Range Pages' means the pages on the Website on which your products are displayed in categories (for example, by product type, colour, material, maker) alongside other makers' products, allowing customers to compare and select products.

28.9. 'Handmade in Britain' means Handmade in Britain Ltd. (registration number: 06398519), a Private Limited Company , registered under the Companies act 2006, with registered office at Unit 10, Old Paradise Yard, 20 Carlisle Lane, London SE1 7LG, and which owns and operates the Website

28.10. 'Services' means the services described in Clause 7 of the Agreement

28.11. 'Your Pages' means your Online Shop, Product Pages, and Range pages and any blog posts photos, demonstration videos or live posts you submit

28.12. 'Website' means www.handmadeinbritain.co.uk

28.13. 'Chargebacks' means a return of money to your buyer which we are required to make by the buyer's issuing bank or credit card company in order to reverse a payment made by the buyer to you through Handmade in Britain.

Other

29. You and Handmade in Britain are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

30. These Terms and Conditions between you and Handmade in Britain are mainly for the online fair and for the duration of the event.

31. In making this Agreement you agree that you have not relied on any representations made to you by Handmade in Britain.

32. This Agreement contains all the terms of the Agreement between you and Handmade in Britain and you confirm there are no other terms, conditions or warranties in the Agreement nor any other agreement between You and Handmade in Britain.

33. This Agreement shall be governed by English law.

34. This Agreement shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.