

## GENERAL TERMS OF USE

1. This Terms of Use (together with the documents referred to in it) tells you the terms of use on which you may make use of [www.sendirect.org.uk](http://www.sendirect.org.uk) (our "site"), whether as a guest, a registered user, consumer or seller. Use of our site includes accessing, browsing, or registering to use our site, whether as a consumer or a seller.
2. Please read these terms of use carefully before you start to use our site. By using our site, you confirm that you accept these terms of use. If you do not agree to these terms of use, you must not use our site.
3. **Information About Us**
  - 3.1 [www.sendirect.org.uk](http://www.sendirect.org.uk) is a site operated by SENDirect, a project of Contact a Family ("we" or "our" or "us").
  - 3.2 Contact a Family has its registered address at 209-211 City Road, London, EC1V 1JN, and is a company limited by guarantee, registered in England and Wales (No. 1633333), registered charity in England and Wales (No. 284912) and registered charity in Scotland (No. SC039169).
  - 3.3 Our HM Revenue & Customs charity tax reference is XN54769. Our VAT number is GB 749 3846 82
4. **Changes to these terms**
  - 4.1 We may revise these terms of use at any time by amending this page.
  - 4.2 We will notify you of any changes to these terms of use. Please check this page from time to time for any changes. Continued use of our site will be deemed as acceptance of the updated terms of use.
5. **Changes to our site**
  - 5.1 We may update our site and change the content at any time. Please note that any of the content may be out of date at any given time, and we are under no obligation to update it.
  - 5.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.
6. **Accessing our site**
  - 6.1 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
  - 6.2 You are responsible for making all arrangements necessary for you to have access to our site.
  - 6.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**7. Intellectual Property Rights**

- 7.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 7.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 7.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 7.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 7.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**8. No Reliance on Information**

- 8.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 8.2 We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

**9. Limitation of our Liability**

- 9.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 9.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 9.3 Where you become create an Account as a Consumer or Seller and conduct a transaction through our site you agree to other terms and conditions, see [Conditions for Consumers](#) and [Conditions for Sellers](#). We are not party to agreements for the sale and purchase of Goods and Services and exclude liability save for where specified.
- 9.4 We will not be liable to any user, whether Consumer or Seller for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 9.4.1 use of, or inability to use, our site; or

- 9.4.2 use of or reliance on any content displayed on our site.
- 9.4.3 Any Goods or Services bought via our site are not available for re-sale. In any event, please note that in particular, we will not be liable for:
- (a) loss of profits, sales, business, or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings;
  - (d) loss of business opportunity, goodwill or reputation; or
  - (e) any indirect or consequential loss or damage.
- 9.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any site linked to it.
- 9.6 We assume no responsibility for the content of sites linked on our site. Such links should not be interpreted as endorsement by us of those linked sites. We will not be liable for any loss or damage that may arise from your use of them.
- 9.7 Different limitations and exclusions of liability will apply to liability in relation to goods or services you choose to buy via or list on our site. Please refer to [Conditions for Consumers and Conditions for Sellers](#).
- 10. Uploading Content to our Site**
- 10.1 Whenever you make use of a feature that allows you to upload content or post feedback or ratings that is publicly visible on our site, or to make contact with other users of our site, you must comply with the [Acceptable Use Policy](#).
- 10.2 You warrant that any such contribution does comply with the [Acceptable Use Policy](#) and you will be liable to us and indemnify us for any breach of that warranty. You will be responsible for any loss or damage we suffer as a result of your breach of the [Acceptable Use Policy](#).
- 10.3 Any content, feedback or ratings you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in [clause 11 \(Rights You Licence\) of these Terms of Use](#).
- 10.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 10.5 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

10.6 We have the right to remove any posting, feedback or rating you make on our site if, in our opinion, your post does not comply with the [Acceptable Use Policy](#).

10.7 The views expressed by other users on our site do not represent our views or values.

## **11. Rights You Licence**

11.1 When you upload or post content to our site, you grant the following licenses:

11.1.1 a worldwide, non-exclusive, irrevocable and royalty-free licence to us to use the content where "use" shall mean, without limitation, the use, reproduction, publication and adaption of the content; and

11.1.2 a worldwide, non-exclusive, irrevocable and royalty-free licence to other users of our site to use the content where "use" shall mean, without limitation, the use, reproduction, publication and adaption of the content.

## **12. Viruses**

12.1 We do not guarantee that our site will be secure or free from bugs or viruses.

12.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

12.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **13. Linking to our Site**

13.1 You may link to our site, provided you comply in all respects with the [Acceptable Use Policy](#), and link in a way that is fair, honest and legal and does not damage our reputation or take advantage of it.

13.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

13.3 You must not establish a link to our site in any site that is not owned by you.

13.4 We reserve the right to withdraw linking permission without notice.

## **14. Third Party Links and Resources in our Site**

14.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

**15. Applicable Law**

15.1 If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

15.2 If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

**16. Trademarks**

16.1 The SENDirect Logo and the word SENDirect are UK registered trademarks of We with registration numbers UK00003037727 and UK00003037711.

**17. Contact Us**

17.1 To contact us, please email [info@sendirect.org.uk](mailto:info@sendirect.org.uk)

Thank you for visiting our site.

## ACCEPTABLE USE POLICY

### 1. Prohibited Uses

- 1.1 You may use our site only for lawful purposes. You may not use our site:
- 1.1.1 in any way that breaches any applicable local, national or international law or regulation;
  - 1.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 1.1.3 for the purpose of harming or attempting to harm minors in any way;
  - 1.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our [Content Standards set out at clause 2 of this Acceptable Use Policy](#);
  - 1.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - 1.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 1.2 You also agree:
- 1.2.1 not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions above;
  - 1.2.2 not to access without authority, interfere with, damage or disrupt:
    - (a) any part of our site;
    - (b) any equipment or network on which our site is stored;
    - (c) any software used in the provision of our site; or
    - (d) any equipment or network or software owned or used by any third party.

### 2. Content Standards

- 2.1 These Content Standards apply to any and all material which you contribute to our site (contributions), including feedback and ratings.
- 2.2 You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 2.3 Contributions must:
- 2.3.1 be accurate and honest (where they state facts);
  - 2.3.2 be genuinely held and honest (where they state opinions); and

2.3.3 comply with applicable law in the UK and in any country from which they are posted.

2.4 Contributions must not:

2.4.1 contain any material which is defamatory of any person;

2.4.2 contain any material which is obscene, offensive, hateful or inflammatory;

2.4.3 promote sexually explicit material;

2.4.4 promote violence;

2.4.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

2.4.6 infringe any copyright, database right or trade mark of any other person;

2.4.7 be misrepresentative and dishonest;

2.4.8 be likely to deceive any person;

2.4.9 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

2.4.10 promote any illegal activity;

2.4.11 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

2.4.12 be likely to harass, upset, embarrass, alarm or annoy any other person;

2.4.13 be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

2.4.14 give the impression that they emanate from us, if this is not the case; or

2.4.15 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

**3. Suspension and Termination**

3.1 We will determine, in our discretion, whether there has been a breach of the [Acceptable Use Policy](#) and [Contents Standards](#) through your use of our site. When a breach has occurred, we may take such action as we deem appropriate.

3.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

3.2.1 immediate, temporary or permanent withdrawal of your right to use our site;

3.2.2 immediate, temporary or permanent removal of any posting or material uploaded by you to our site;

3.2.3 issue of a warning to you;

- 3.2.4 issue legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - 3.2.5 take further legal action against you; or
  - 3.2.6 disclose of such information to law enforcement authorities as we reasonably feel is necessary.
- 3.3 We exclude liability for actions taken in response to breaches of this [Acceptable Use Policy](#) and [Content Standards](#). The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

## **PRIVACY POLICY**

1. SEN Direct is a project of Contact a Family ("we", "our", "us") and we are committed to protecting and respecting your privacy. We are a national charity that exists to support the families of disabled children whatever their condition or disability
2. This policy (together with our [Terms of Use](#) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and sensitive personal data and how we will treat it. By visiting our site you are accepting and consenting to the practices described in this policy.
3. For the purpose of the Data Protection Act 1998 (the Act), the data controller is Contact a Family of 209-211 City Road, London, EC1V 1JN, a company limited by guarantee, registered in England and Wales (No. 1633333), registered charity in England and Wales (No. 284912) and registered charity in Scotland (No. SC039169)
4. **Changes to our Privacy Policy**
  - 4.1 Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail or when you log-in if you are a registered user. Please check back frequently to see any updates or changes.
5. **Contact**
  - 5.1 Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@sendirect.org.uk](mailto:info@sendirect.org.uk)
6. **Information you give us**
  - 6.1 You may give us information about you by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register to use our site, create a Profile, enquire about a good or service, search for a good or a service, list a good or a service, place an order on our site, post feedback or comments on our site, enter a competition, promotion or survey, and when you report a problem with our site.
  - 6.2 The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph.
  - 6.3 We are a national charity that exists to support the families of disabled children whatever their condition or disability. We may also ask for information regarding your child's condition or disability.
7. **Information we collect about you**
  - 7.1 With regard to each of your visits to our site we may automatically collect the following information:
    - 7.1.1 technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type

and version, time zone setting, browser plug-in types and versions, operating system and platform;

7.1.2 information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our Consumer service number.

## **8. Information we receive from other sources**

8.1 We may receive information about you if you use any of the other sites we operate or the other services we provide. In this case we will have informed you when we collected that data that it may be shared internally and combined with data collected on this site. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

## **9. Cookies**

9.1 Our site uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our [Cookie Policy](#).

## **10. How we use your information**

10.1 We will use information you give us:

10.1.1 to carry out our obligations arising from any contracts entered into between you and us and you and third parties, and to provide you with the information, products and services that you request from us;

10.1.2 to provide you with information about other goods and services offered on our site that are similar to those that you have already purchased or enquired about;

10.1.3 to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. If you are an existing consumer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new consumer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box when prompted;

10.1.4 to notify you about changes to our service;

10.1.5 to ensure that content from our site is presented in the most effective manner for you and for your computer;

- 10.1.6 to allow you to share personal information with other users of the site if you choose to do so.

## **11. Information we collect about you**

### **11.1 We will use this information:**

- 11.1.1 to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- 11.1.2 to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- 11.1.3 to allow you to participate in interactive features of our service, when you choose to do so;
- 11.1.4 as part of our efforts to keep our site safe and secure;
- 11.1.5 to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- 11.1.6 to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

## **12. Information we receive from other sources**

- 12.1 We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

## **13. Disclosure of your information**

### **13.1 We may share your information with selected third parties including:**

- 13.1.1 business partners, suppliers and sub-contractors for the performance of any contract we enter into with them and you may enter into with them;
- 13.1.2 sellers that advertise on our site that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience;
- 13.1.3 other organisations with similar charitable purposes, other statutory bodies or organisations in order to measure, record and report on performance of the site. Again, we do not disclose information about identifiable individuals to other organisations, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day);

- 13.1.4 analytics and search engine providers that assist us in the improvement and optimisation of our site.
- 13.2 We may disclose your personal information to third parties:
  - 13.2.1 in the event that we transfer the ownership of the site, in which case we may disclose your personal data to the prospective transferee of the site;
  - 13.2.2 if Contact a Family or substantially all of its assets are transferred to a third party, in which case personal data held by it about its consumers and sellers will be one of the transferred assets; or
  - 13.2.3 if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of We, our Consumers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

#### **14. Where we store personal data**

- 14.1 The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.
- 14.2 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- 14.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### **15. Your rights**

- 15.1 You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [info@sendirect.org.uk](mailto:info@sendirect.org.uk)
- 15.2 Our site may, from time to time, contain links to and from our sites of our partner networks and sellers. If you follow a link to any of these sites, please note that these sites have their own privacy policies and that we do not accept any responsibility or

liability for these policies. Please check these policies before you submit any personal data to these sites.

**16. Access to information**

- 16.1 The Data Protection Act 1998 (the Act) gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

## CONDITIONS FOR CONSUMERS

1. This agreement is between “you”- the consumer and Contact a Family (“we” or “us” or “our”).
2. These terms and conditions will apply at any time when you use [www.sendirect.org.uk](http://www.sendirect.org.uk) (our “site”) and by continuing to use our site you accept these terms and conditions (“Terms”) and they will apply to the agreement between you and us (the “Agreement”).
3. Your agreement in relation to any order for goods (“Goods”) or services (“Services”) you may place through our site will be an agreement between you and the seller (“Seller”) of those Goods or Services (“Purchase Agreement”). Our site is a platform to enable Sellers to display their Goods or Services and make them available for purchase but the Seller shall be responsible for fulfilling the terms of any Purchase Agreement with you. Certain terms of the Purchase Agreement will be terms and conditions provided to you by the Seller or as determined by [clause 6 of these Conditions for Consumers](#). You must read and agree to those terms (whether they be the terms and conditions provided to you by the Seller or those that are at [clause 6 of these Conditions for Consumers](#)) before placing your order.
4. These terms may be amended from time to time. Any amendments or new terms and conditions will be available on our site and the terms and conditions on the site at the time you enter into an agreement with us will be the ones that apply. You may terminate this Agreement if you do not wish to be bound by any such amendments but by continuing to use our site you will be deemed to have accepted the new terms and conditions.
5. **Registration**
  - 5.1 When using our site you will be invited to register with us. Registration is not necessary to be able to access our site but you will not be able to enquire about or purchase Goods or Services via our site if you have not registered and do not have an account with us (“Account”). We therefore recommend that you register so that you can fully enjoy all that we can offer you.
  - 5.2 To register we will require that you provide us with your name, date of birth and a valid email address. We may require additional information as well. Please note that any personal information that you provide to us will be subject to our data protection obligations which are set out in our [Privacy Policy](#), which forms part of the Agreement.
  - 5.3 When you register with us you will be asked if you agree to us sending emails to you. If you do not agree to this we will not be able to send you news, updates, helpful information, details about special offers, promotions or new Goods or Services. You may also be asked in the future if you agree to us passing your details to selected third parties so that they can email you with details of their services, goods or special offers. If you agree to receiving emails, either from us or those third parties, you will be able to unsubscribe to such emails at any time.
  - 5.4 You will also be asked to create a password when registering. We recommend that you keep your password confidential and do not disclose it to any third party. If you do so reveal your password to a third party and they then access our site they will be deemed to be acting as agent for you. We will not be held responsible for any action taken by any third party to whom you have disclosed your password. If you

believe a third party has become aware of your password and is using your Account without authorisation from you, please notify us immediately and we will suspend or close the Account at our discretion.

5.5 We may suspend or close your account at any time if you are in breach of the terms of this Agreement. If we suspend or close your Account you will not be able to purchase Goods or Services from Sellers and you may not be able to use our site.

## **6. Purchase Agreement**

6.1 The Purchase Agreement for the order and purchase of Goods or Services will be between you and the relevant Seller. The Purchase Agreement between you and the Seller shall comprise of :

6.1.1 the Seller's own terms and conditions (which shall be provided to you before you finalise your order) or,

6.1.2 if the Seller does not have or does not provide its own terms and conditions, the terms in [this clause 6 of Conditions for Consumers](#) **and** the terms on the Seller's page on our site ("Seller's Storefront") in relation to the Goods or Services (including price, description; and

6.1.3 any other terms specific to those Goods or Services) and any terms agreed between you and the Seller through our site's messaging system (our "Portal") in relation to shipping and delivery.

## **Payment and prices**

6.2 At the time you place an order for Goods or Services you must give authority for payment. We will take payment from you once the Seller has accepted the order and confirmed the order details with you through our Portal. The Seller may also confirm this with you directly.

6.3 Your order is an offer to buy from the Seller. There will be no contract between you and the Seller until the order is accepted by the Seller and payment is taken from you.

6.4 All prices are expressed inclusive of any VAT payable in accordance with the territory in which the Seller is based but exclusive of delivery costs unless otherwise stated. The total price payable including VAT and delivery costs will be clearly stated before you place your order.

6.5 The Seller's prices are listed on the Seller's Storefront in Pounds (£).

6.6 Payment for goods may be made by such credit or debit cards or other payment methods as may be advertised on the site from time to time. By using a credit or debit card you are confirming that you are authorised to use the card to make payment. The Seller reserves the right to cancel your order or refuse to dispatch Goods to you if your card issuer carries out checks and fails to make payment to the Seller as a result.

6.7 The prices payable for the Goods or Services that you order are clearly set out on the site and the Seller makes every effort to ensure these prices are accurate. If, by mistake, the Seller has under-priced any Goods or Services the Seller will attempt to contact you through our Portal to ask if you wish to reconfirm your order at the

correct price but the Seller will not be liable to supply those Goods or Services to you at the incorrectly stated price in any circumstances. The Seller may also contact you directly. If you do not wish to reconfirm your order at the correct price, your order will be cancelled and you will be refunded in full if you have already paid.

### **Availability**

- 6.8 The Seller will ensure that the Site lists where the Seller is low on stock or out of stock in respect of particular Goods or has limited availability for providing Services but will not accept an order where the Goods are no longer available or has no availability for a period for providing Services.
- 6.9 If the Seller is unable to fulfil an order then they will contact you through our Portal (and may contact you directly) and offer you the option of either (i) cancelling the order (ii) selecting alternative Goods or Services (if possible or practicable) or (iii) proceeding with the order and accepting delivery of the Goods or receiving Services when they are available again.
- 6.10 If the Seller is unable to supply particular Goods or Services for any reason it will ensure that you are not charged for those Goods or Services.

### **Delivery of Goods**

- 6.11 You will be able to select your preferred delivery option on the site at the time you place your order. The Seller will deliver the Goods in accordance with the option you select and must contact you immediately if it is unable to deliver the Goods within the agreed timeframe or for any other reason.
- 6.12 The Seller will not be liable if the Goods do not arrive within the agreed timeframe due to circumstances beyond the Seller's control.
- 6.13 Delivery costs will be payable in addition to the price for the Goods listed on the site. Delivery costs may vary depending on the size and weight of Goods, type of delivery and to where the Goods are being delivered.
- 6.14 Delivery will be made to the address specified by you when placing your order. Please be aware that Goods may not fit through your letter box and you may be required to be in at your address or attend a mail sorting office to receive them.

### **Cancellation, returns and changes prior to delivery of Goods or Services**

- 6.15 Subject to [clauses 6.16, 6.17 and 6.18 of these Conditions for Consumers](#), you can cancel or change any of your current orders with a Seller prior to dispatch by contacting the Seller through our Portal. You may also contact the Seller directly on the contact details the Seller provided to you. If you cancel your order and you have already paid for the Goods you will be refunded in full.
- 6.16 You have the right to cancel an order for Goods within 14 days of receiving the Goods. On ordering Goods you will receive information regarding cancellations and a model cancellation form.
- 6.17 You may not cancel orders for Goods that have been made to order, in accordance with your specific requirements or are in any other way personalised other than at the absolute discretion of the Seller.

- 6.18 If you wish to return Goods you have purchased from the Seller the Seller's returns policy will apply. However, if the Seller does not have a policy your rights are that you can cancel your order without giving any reason within 14 days from the day on which you or a third party indicated by you (other than the carrier) receives the Goods purchased (or last Good, lot or piece if it relates to Goods or multiple lots or pieces delivered separately) or from the day of the conclusion of the contract, in the case of Services or digital content not supplied in a tangible medium (e.g. CD or DVD).
- 6.19 If you wish to cancel Services you have purchased from the Seller the Seller's cancellation policy will apply. However, if the Seller does not have a policy your rights are that you can cancel the Services without giving any reason within 14 days from the day on which you or a third party indicated by you purchased the Services. Under law the Seller may not provide you with the Services until the expiry of the 14 days without your express request. If you receive Services before the 14 days expires, you expressly agree that you cannot cancel the Services received and are liable for payment of those Services as specified in the Seller's cancellation policy. On ordering Services you will receive information regarding cancellations and a model cancellation form.
- 6.20 You must check the Seller's Storefront to see the Seller's returns and cancellation policy as these terms will be incorporated into your agreement with the Seller, as modified by [clause 6.16 to 6.19 of these Conditions for Consumers](#) as may be applicable.

## **Communications**

7. Whilst you may conduct communications with the Seller directly, all queries about your order and any other communications between you and the Seller must also be through our Portal.

## **8. Sellers**

- 8.1 We are not responsible in any way whatsoever for providing you with the Goods or Services. We act as a conduit for the Seller and by placing an order which is accepted by the Seller you are entering an agreement with the Seller under which the Seller is bound to supply you with the Goods or Services subject always to the terms of the Purchase Agreement.
- 8.2 We make great efforts to ensure that the Sellers listing Goods or Services on the site are of a high standard but we accept no responsibility and will have no liability to you if the Goods or Services do not meet your requirements or you find them unsatisfactory in some way and your right of action or claim will be against the Seller.

## **9. Your obligations**

- 9.1 You must:
- 9.1.1 agree to observe and act in accordance with the terms of the Purchase Agreement;
  - 9.1.2 not interact, deal or communicate with a Seller in such a way or do anything which might adversely affect our relationship with a Seller;

- 9.1.3 provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid;
  - 9.1.4 use the site in accordance with these Terms and not in any way which may affect our reputation or the use and enjoyment of the Site by any other users or third parties;
  - 9.1.5 inform us as soon as it is practicable if you become aware that someone has tried to access your Account without your permission or attempted to purchase Goods using your personal details;
  - 9.1.6 only provide us with payment details for which you are the sole account holder.
- 9.2 You warrant that:
- 9.2.1 you have the power and authority to enter into this Agreement and any agreement for the purchase of any Goods or Services from Sellers; and
  - 9.2.2 you are at least 16 years of age. If you are under the age of 18, you have permission from your parents or guardians to purchase the Goods or Services.

## **10. Ratings and Feedback**

- 10.1 You may leave feedback on Sellers relating to their overall performance in providing you a Good or Service and/or the quality of the Good or Service. You may also rate Sellers's performance and/or the quality of the Good or Service using a 1 – 5 star rating system. You acknowledge and accept that this feedback and rating will be publicly available for viewing on our site. We are not responsible for checking or editing the feedback or Rating. When providing feedback or rating you must also comply with our [Acceptable Use Policy](#).
- 10.2 If you provide feedback a notification will automatically be sent to the Seller through our Portal. The Seller is free to post a reply at any time. We are not responsible for checking or editing the replies written by Sellers.

## **11. Termination and suspension**

- 11.1 We may suspend your Account at any time should you be in breach of this Agreement. Furthermore if you have registered with us we may suspend your access to the Site if we believe you to be in breach of this Agreement.
- 11.2 If we suspend your Account or access to the Site for any reason we may refuse you the right to use our site for the purposes of purchasing Goods or Services. If you attempt to circumvent this clause by attempting to create a new Account we reserve the right to terminate this Agreement and any existing Account you may have.
- 11.3 We may terminate this Agreement and your Account(s) at any time if:
  - 11.3.1 you are in breach of the terms of this Agreement;
  - 11.3.2 we suspect that you are about to commit a breach of this Agreement;
  - 11.3.3 you become or we suspect that you are about to become insolvent.

- 11.4 Upon termination you will no longer be able to use our site or purchase Goods or Services through the site.
- 11.5 Subject to this [clause 11 of Conditions for Consumers](#) any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after termination.
- 12. Your liability and indemnity**
- 12.1 You agree to indemnify us for any claims or legal proceedings that may be brought against us and for any loss or damage we may suffer or incur as a result of:
- 12.1.1 your breach of the terms of this Agreement; or
  - 12.1.2 your breach of the terms of a Purchase Agreement with a Seller; or
  - 12.1.3 your actions in relation to our site, Sellers or Goods or Services.
- 13. Our liability**
- 13.1 As set out in [clause 2 of these Conditions for Consumers](#), your agreement in relation to any order for Goods or Services you may place through our site will be an agreement between you and the seller ("Seller") of those Goods or Services. As such it is reasonable that we will not be liable to you for:
- 13.1.1 any business, financial or economic loss; or
  - 13.1.2 any consequential or indirect loss such as loss to reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity;  
  
arising as a result of you using our site to purchase any Goods or Services, or in any other way connected with, this Agreement (whether suffered or incurred as a result of our negligence or otherwise) except in the case of death, personal injury, negligence, fraud, wilful concealment, misrepresentation or theft; or
  - 13.1.3 any loss arising from your dealings with any Seller and we shall have no liability to you whatsoever for any act or omission of the Seller in connection with any order or purchase of Goods or Services in relation to the Goods or Services themselves.
- 13.2 Our liability to you for all losses under this Agreement (subject to any liability in accordance with [clause 13.1 of Conditions for Consumers](#)) is limited to the total amount paid to us in relation to the Goods and Services bought by you in the 12 months through our site.
- 13.3 No claim may be brought against us in relation to this Agreement more than 12 months following the date on which you last purchased any Goods or Services through the Site.
- 13.4 You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our site includes only the provision

of a platform for Sellers to sell their Goods or Services and responsibility for Goods or Services lies solely with the Sellers.

**14. General**

- 14.1 By entering into this Agreement you also agree to our [Terms of Use](#), [Acceptable Use Policy](#), [Privacy Policy](#) and [Cookie Policy](#) which are available on our site.
- 14.2 You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions to another business where we reasonably believe your rights will not be affected.
- 14.3 If you breach these terms and conditions and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the terms and conditions.
- 14.4 We shall not be responsible for any breach of these terms and conditions caused by circumstances beyond our reasonable control.
- 14.5 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

## CONDITIONS FOR SELLERS

### 1. Basis of appointment

- 1.1 The Seller (“you”) appoint Contact a Family to advertise your Goods or Services on the terms of this Agreement.
- 1.2 The Seller (“you”) acknowledges that Contact a Family (“we”, “us”, “or”) are offering a platform through [www.sendirect.org.uk](http://www.sendirect.org.uk) (the “site”) on which the Goods or Services will be listed or advertised and made available for sale to Consumers and that the contract for the sale of the Goods or Services will be between you and the Consumer.

### 2. Registration

- 2.1 When using our site you will be invited to register with us. Registration is not necessary to be able to access our site but you will not be able to upload your details to create a profile (your “Profile”) or list Goods or Services if you have not registered and do not have an account with us (“Account”). We therefore recommend that you register so that you can fully enjoy all that we can offer you.
- 2.2 To register we will require that you provide us with your name, relevant company or professional information and a valid email address. We may require additional information as well. Please note that any personal information that you provide to us will be subject to our data protection obligations which are set out in our [Privacy Policy](#), which forms part of the Agreement.
- 2.3 You will also be asked to create a password when registering. You must not give its password and log in details to anybody other than your authorised employees. If you do so reveal your password to a third party and they then access our site they will be deemed to be acting as agent for you. We will not be held responsible for any action taken by any third party to whom you have disclosed your password. If you believe a third party has become aware of your password and is using your Account without authorisation from you, please notify us immediately and we will suspend or close the Account at our discretion.
- 2.4 We may suspend or close your Account at any time if you are in breach of the terms of this Agreement. If we suspend or close your Account you will not be able to list Goods or Services and you may not be able to use our site.

### 3. Marketing and Listing of Goods or Services

- 3.1 We will advertise your Goods or Services in line with the terms of this Agreement. However, where you apply to register to advertise with us, we are under no obligation to accept your application and reserve the right to decline your application.
- 3.2 We will provide you with access to a Portal for the site through which you can upload and manage your Profile and any listings of your Goods or Services on the site but you must always manage your listings for Goods and Services in accordance with the terms of this Agreement and in particular this [clause 3 of Conditions for Sellers](#).

- 3.3 You will be able to upload and edit details in respect of your Goods and Services but all information that appears on the Site (including descriptions, photographs, sizes, measurements, materials and colours) must contain the following information:
- 3.3.1 your identity;
  - 3.3.2 the conditions, time limit and procedures for exercising cancellation and return rights (which must comply with the law and not be less generous than those set out in [clauses 6.15 – 6.20 of Conditions for Consumers](#));
  - 3.3.3 your address, telephone number, fax number, email address (also if you are acting on behalf of another trader, their details must also be given);
  - 3.3.4 your place of business;
  - 3.3.5 telephone call charges if exceed basic rate;
  - 3.3.6 arrangements for payment, delivery, performance and time for delivery or performance;
  - 3.3.7 your complaints handling policy;
  - 3.3.8 that the Consumer will (where applicable) bear the cost of returning the Goods;
  - 3.3.9 where there is no right to cancel – that there is no right to cancel (e.g. perishable or personalised goods or services/ content);
  - 3.3.10 a reminder that you are obliged to supply goods in accordance with the contract;
  - 3.3.11 the existence and conditions of after sale Consumer assistance;
  - 3.3.12 any relevant codes of conduct;
  - 3.3.13 any required deposits or financial guarantees and conditions attached;
  - 3.3.14 functionality of digital content;
  - 3.3.15 compatibility of digital content;
  - 3.3.16 where applicable – the existence of an out of court dispute resolution mechanism.
- 3.4 We reserve the right to amend or add to clause 3.3 above at any time.
- 3.5 We reserve the right to remove a listing for a particular Good or Service without notice to you or require you to remove a listing or amend details in respect of any of your Goods or Services on the site. We also reserve the right to remove or require updates to your Profile. Repeated requests from us to remove or amend a listing or to amend your Profile may result in us terminating this Agreement in accordance with [clause 12 of Conditions for Sellers](#).
- 3.6 We may request that you send a sample at your cost of any of your Goods that you have listed or wish to list on the site so that we may assess whether or not the

Good complies with the description or is a satisfactory quality. We will return the sample Good to you at our cost once it has carried out such assessment.

3.7 You must monitor your listing(s) on our site closely and ensure that it is up-to-date at all times. If stock of a Good is running low or you have run out of stock entirely then, as soon as you become aware, you must use the Portal to ensure our site informs Consumers of this. If availability for a Service becomes limited or unavailable then, as soon as you become aware, you must use the Portal to ensure our site informs Consumers of this.

3.8 All details in respect of a Good or Service, including but not limited to including price, size and description will be incorporated into the contract between you and a Consumer and it is your responsibility to ensure that such details are accurate. We will not be liable to you or the Consumer for any inaccurate information relating to a Good or Service that appears on our Site.

#### **4. Orders**

4.1 Orders for Goods and Services from Consumers can be made through our site and you will be notified of any orders automatically through the Portal as soon as an order is placed.

4.2 Before the order is made and throughout the order process you are responsible for providing and must provide the following details:

4.2.1 characteristics of the goods or services (i.e. a full description);

4.2.2 total price including taxes (or method of calculation);

4.2.3 all additional costs including delivery;

4.2.4 duration of the contract (where the agreement is for an ongoing service etc.); and

these details must be provided in a durable medium (e.g. an email letter or delivery note).

4.3 The Consumer will receive an email from us confirming that the Consumer's order has been received along with the information set out in [clause 3.4](#) and [clause 4.2 of these Conditions for Sellers](#).

4.4 At the point this message is sent to the Consumer accepting the order, a binding contract for the sale of the relevant Goods or Services will have been formed between you and the Consumer and you will be bound to deliver the relevant Good or Service to the Consumer in accordance with this Agreement and your agreement with the Consumer.

4.5 You must communicate with Consumers through our Portal and if you receive any communication from a Consumer through any other channel or medium then you must re-direct the Consumer to, and respond to the Consumer through, our Portal.

#### **5. Consumer terms**

5.1 You may use your own terms and conditions for your agreements with Consumers but your own terms and conditions must:

- 5.1.1 not be less favourable to the Consumer than the default Consumer terms set out at [clause 3 of the Conditions for Consumers](#) (Purchase Agreement);
  - 5.1.2 contain a returns and refunds policy (which must comply with the law and not be less generous than those set out in [clauses 6.15 – 6.20 of Conditions for Consumers](#));
  - 5.1.3 not contain any terms that are contrary to this Agreement;
  - 5.1.4 be written using plain and Consumer-friendly language.
- 5.2 We reserves the right to require you to amend or add to your own terms and conditions or use the terms at [clause 3 of the Conditions for Consumers](#) if such terms and conditions are in breach of this [clause 5 of these Conditions for Sellers](#) .
- 6. Delivery and shipping and performance of services**
- 6.1 You must ship the ordered Goods in accordance with the delivery option that the Consumer has selected.
  - 6.2 You are responsible for all delivery and shipping obligations including costs and insurance. We reserves the right to insist on you not using a particular third party carrier for any reason including where we believes the carrier's costs are unreasonable or that using the carrier could damage our reputation.
  - 6.3 You must list all relevant shipping and delivery costs in relation to each Good on the site.
  - 6.4 Where an order relates to unusually large or heavy items in relation to which it is not ordinarily practicable for you to list at regular shipping and delivery costs then you must seek quotes for prices from third party carriers immediately. On obtaining such quotes, you must provide the Consumer with the relevant delivery costs through our Portal immediately and on confirmation of acceptance of such costs from the Consumer a binding contract between you and the Consumer will have been formed. You must inform us that the contract has been formed and we will ensure the customer is charged using the card details provided.
  - 6.5 You must pack all Goods securely and in such a manner as to ensure that the Goods are delivered to the Consumer undamaged and in a satisfactory condition.
  - 6.6 You are responsible for arranging the timeframe for performing the Services with the Consumer.
  - 6.7 If you are unable to fulfil an order within the timescales described in the delivery or performance option selected by the Consumer then you must use our Portal to inform the Consumer immediately. Where you cannot fulfil your delivery or performance obligations to the Consumer then you must give the Consumer the option of either (i) a full refund and (ii) a refund of the delivery charge paid by the Consumer or (iii) an alternative Good or Service or (iv) continuing with the order and accepting delivery of the Good or commencement of the Service as soon as you can satisfy the order. You must also inform us where you are unable to meet your delivery or performance obligations. Repeated or persistent failure to fulfil orders within the required timescales may result in termination of this Agreement.

7. **Fees and payments**

- 7.1 You may upload your Profile onto our site without listing any particular Goods or Services. You may be charged an **annual fee** for uploading your Profile. Any fee will be charged when your first upload your Profile. You will be notified of the fee before upload your Profile. From time to time, we may offer free trials, before you upload your Profile you will be informed of if there is a free trial, when that free trial ends and what fee will be applicable following the end of the free trial if you wish to retain your Profile. 30 days before each anniversary of your Profile being uploaded you will be notified of the annual fee for that particular coming year and be required to pay that fee 1 day before the anniversary. You must notify us in writing at least 1 days before the anniversary if you wish to terminate this Agreement. **If you do not notify us, you will be required to pay the annual fee for the coming year.** If the annual fee is not received before or on the anniversary we have the right to remove your Profile and/or any listings for Goods or Services that appear on our site.
- 7.2 You may purchase SENDirect membership. Fees charged will vary depending on the membership package you purchase. For more information on membership packages, benefits and fees please visit [insert link to membership information] or contact [membership@sendirect.org.uk](mailto:membership@sendirect.org.uk) You will be notified of the fee before you make your purchase. Any membership fee paid is for an **annual membership**. 30 days before each anniversary of your membership you will be notified of the annual fee for that particular coming year and be required to pay that fee 1 day before the anniversary. You must notify us in writing at least 1 day before the anniversary if you wish to terminate this Agreement. **If you do not notify us, you will be required to pay the annual fee for the coming year.** If the annual fee is not received before or on the anniversary we have the right to remove your Profile and/or membership package and any listings for Goods or Services that appear on our site.
- 7.3 You may list Goods or Services on our site. You may be charged an **annual fee** to list a Good or a Service. Any fee will be charged when your list a Good or a Service. You will be notified of the fee before you list a Good or Service. From time to time, we may offer free trials, before you upload your Good or Service you will be informed of if there is a free trial, when that free trial ends and what fee will be applicable following the end of the free trial if you wish to retain your listing(s). 30 days before each anniversary of your listing(s) being uploaded you will be notified of the annual fee for that particular coming year and be required to pay that fee 1 day before the anniversary. You must notify us in writing at least 1 day before the anniversary if you wish to terminate this Agreement. **If you do not notify us, you will be required to pay the annual fee for the coming year.** If the annual fee is not received before or on the anniversary we have the right to remove your Profile and/or any listings for Goods or Services that appear on our site.
- 7.4 You are entitled to list prices for your Goods or Services as you see fit but you shall not sell the same Goods or Services for a lower price on your own site, the site of any third party or through any other outlet that is not our site. If we become aware that you are selling the Goods or Services for a lower price elsewhere then we shall be entitled to request that the price on the other site be increased or that the listing for the Good or Service be removed entirely. In addition, you must inform us if you are selling the same Goods or Survives listed on the other site on your site at a lower price as part of a sale or promotional campaign and in such circumstances we reserves the right to require you to reduce the price on our site to the same price on your site.

- 7.5 Prices shall be listed by the Seller in Pounds but when Consumers pay for Goods or Services they will pay in pounds sterling and if a Consumer is paying from a non-sterling account then it will be at the relevant exchange rate as is displayed at [www.xe.com](http://www.xe.com) at the time.
- 7.6 Listings for Goods or Services must include details of all VAT and other applicable taxes that a Consumer must pay. You are responsible for ensuring that the correct taxes and rates are listed and we shall not be liable in any way for your failure in this regard.
- 7.7 We shall collect payment through the chain payment system provided by PayPal. Payment is collected from Consumers at the time a Consumer places an order and shall take payment from the Consumer using those card details at the time the order accepted. Payments will be made to you less the transaction fee charged by PayPal and less our rate of commission for that transaction.
- 7.8 The rates and fees set out in [clauses 7.1, 7.2 and 7.6 of these Conditions for Sellers](#) will be provided to you in writing prior to the uploading or your Profile or listing of a Good or a Service but rates in each case may vary. We reserve the right to vary the rates. We shall notify you in writing of any variation in the rates and fees which shall amount to a variation to the terms of this Agreement and [clause 12.4 of these Conditions for Sellers](#) shall apply.
- 7.9 Where payments have been transferred to you in respect of an order from a Consumer and the order is subsequently the subject of a credit or debit card charge back that results in a loss for PayPal or us then you must reimburse PayPal or us for such amount on demand and we shall be entitled to recover any outstanding amounts by deducting it from any amounts transferred to you in respect of future orders. If any amounts owed by you are overdue then we may suspend your Account or terminate this Agreement and you shall be liable for any costs we may incur in seeking to recover such amounts.
- 8. Returns and refunds**
- 8.1 You must have a returns and refunds policy but your policy must not be less favourable to the Consumer than the terms must not be contrary to this Agreement and terms specified in [Conditions for Consumers](#) and in any event must allow the Consumer to return Goods or cancel Services for any reason within 14 days of receiving them.
9. Where you are required to refund the Consumer in accordance with clause 8.1 then you will not be entitled to recover the transaction fee charged by PayPal or our transaction fee for that particular Good or Service.
- 10. Good and Services**
- 10.1 You warrant that the Goods or Services shall (where applicable):
- 10.1.1 be of a satisfactory quality and comply with any applicable regulations;
  - 10.1.2 be made using all reasonable care and skill by suitably experienced individuals;
  - 10.1.3 meet the description and images of the Goods on the Site; and

- 10.1.4 be fit for the purpose for which a Consumer may have purchased them.
- 10.2 Where relevant, the Goods must include tags giving all relevant information that a Consumer might reasonably expect to see in such a Good including, without limitation, size, materials, safety guidance and washing and cleaning instructions. We may request that additional labelling information is provided in accordance with the regulatory requirements of any territory in which Consumers are based.
- 10.3 You must comply with all relevant legislation and regulations that apply to you and you Goods including all regulations in relation to Goods that are intended for use by children and babies. You will immediately stop selling a Good and remove its listing from our site if it no longer complies with any relevant legislation or regulations as a result of a change in such legislation and regulation in respect of manufacturing, packaging, marking, certification and delivery of the product.
- 10.4 Where you become aware that any Goods listed on our site are unsafe or in any way in breach of any relevant legislation or regulations then you must immediately remove the Good from our site and contact all Consumers who have bought such Good immediately to notify them that the Good should not be used and should be returned to you as soon as possible. In such circumstances, you must refund the Consumer in full including all delivery costs the Consumer may incur in return the Goods.
- 10.5 We shall not be liable to you or the Consumer for your failure to comply with this [clause 9 of these Conditions for Sellers](#) and shall not be liable for any costs you may incur as a result of recalling Goods in accordance with clause 9.4.

## **11. Further Obligations**

- 11.1 You must:
- 11.1.1 have in place all insurance policies necessary for a business of the type undertaken by you with a reputable insurance provider with an appropriate level of cover;
  - 11.1.2 respond to all queries and requests from us in a prompt and efficient manner;
  - 11.1.3 respond to all queries from Consumers through our Portal promptly and no later than 48 hours after receiving the query;
  - 11.1.4 ensure that you are appropriately staffed at all times so that you can fulfil orders in accordance with the timescales in clauses 3 and 4 and your obligations under this Agreement generally;
  - 11.1.5 ensure that all technology, software and other computer programs that it may use in communicating and interacting with us, our site, Portal and the Consumers is clear of all viruses and defects that may affect us or the Consumers and shall use all appropriate security measures to ensure that we and Consumers and their personal or confidential information are satisfactorily protected;
  - 11.1.6 not act in any way that could damage our goodwill or reputation and must notify us immediately upon becoming aware of any circumstances that could so affect our good will or reputation;

11.1.7 comply at all times with the terms of this Agreement and all our other policies as may apply from time to time.

## **12. Intellectual property**

12.1 For the purposes of this Agreement, you grant to us a limited, non-exclusive, royalty-free licence to use the intellectual property rights (or works in which such rights might exist) anywhere in the world, including any copyright or registered or unregistered trade marks, that you might own in order to advertise and promote your Good or Services. The licence granted by you under this clause 10.1 shall include our use of any intellectual property rights in the Goods or Services for our marketing or promotional purposes.

12.2 Other than photographs taken and supplied in accordance with this Agreement, we own all intellectual property rights in and to the advertising copy and images created to advertise and promote you Goods or Services on our site or otherwise.

12.3 You warrant that you own all intellectual property rights (including copyright, registered and unregistered trade marks and registered and unregistered design rights) in the Goods or Services and any other goods or materials provided to us for the purposes of advertising you Goods or Services. You shall notify us as soon as you becomes aware of any claim or potential claim that the sale, possession or any other dealing with the Goods or Services infringes the intellectual property rights of any third party and shall indemnify us on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any such claim.

## **13. Term and Termination**

13.1 This Agreement commences on the day your upload your Profile and/or where applicable, pay the fee. **This Agreement shall continue unless and until you choose not to pay the annual fee(s) you may have paid as specified in [clause 7 of these Conditions for Sellers](#)**, or we (Contact a Family) terminate this Agreement at any time on one month's written notice or this Agreement is otherwise terminated under any other terms of this Agreement.

13.2 You shall honour any orders that are made before the date that this Agreement terminates.

13.3 We may at any time vary the terms of this Agreement by supplying you with any replacement or amended terms. If you do not accept such terms then you may terminate this Agreement within 28 days of receiving such revised terms and the previous terms shall continue pending termination. If you do not terminate this Agreement then you will be deemed to have accepted the revised terms.

13.4 We will be entitled to terminate this Agreement with immediate effect if:

13.4.1 you are in breach of any of the terms of this Agreement or refuse to co-operate with us in respect of this Agreement; or

13.4.2 you do anything to put our goodwill or reputation at risk; or

13.4.3 any amounts owing to us are outstanding and overdue; or

- 13.4.4 an order is made or a resolution is passed for the winding up of you, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of you; or
  - 13.4.5 an order is made for the appointment of an administrator to manage the affairs, business and property of you or documents are filed with a court of competent jurisdiction for the appointment of an administrator of you; or
  - 13.4.6 a receiver is appointed of any of your assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of you; or
  - 13.4.7 you, if an individual, has a bankruptcy petition presented against you; or
  - 13.4.8 you take or suffer any similar or analogous action in relation to insolvency in any jurisdiction in consequence of debt; or
  - 13.4.9 you cease, or threaten to cease, to trade.
- 13.5 All terms of this Agreement which are capable of surviving termination will continue in full force and effect following termination of this Agreement.
- 14. Liability and indemnity**
- 14.1 You shall indemnify us for any loss or damage we may suffer or incur as a result of any Consumer or any other third party bringing a claim against us or taking any action against us whatsoever as a result of your:
- 14.1.1 breach of warranties contained within this Agreement;
  - 14.1.2 breach of any other terms of this Agreement; or
  - 14.1.3 actions in relation to any Consumer or third party including any act or omission in relation to the provision of any Goods or Services by you or defective supply.
- 14.2 Subject to clause 14.1 neither party will be liable to the other for any business, financial or economic loss or for any consequential or indirect loss such as loss to reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of any act or omission taken in relation to, or in any other way connected with, this Agreement (whether suffered or incurred as a result of our negligence or otherwise) except in the case of fraud, wilful concealment or theft.
- 14.3 Subject to clause 14.5, our liability to you for all losses under this agreement is limited to the total transaction fees made by us directly as a result of sales of your Goods or Services under this Agreement.
- 14.4 Without prejudice to clause 14.1 and subject to clause 14.5, your liability to us for all losses under this Agreement is limited to your insurance cover under this Agreement.
- 14.5 Nothing in this agreement limits or excludes our liability for death or personal injury arising as a result of our negligence.
- 15. Data Protection**

15.1 The parties hereby undertake to comply with the provisions of the Data Protection Act 1998 and any related legislation insofar as the same relates to the provisions and obligations of this Agreement.

**16. Confidentiality**

16.1 Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees, associates or contractors who are subject to appropriate non-disclosure undertakings (if required), or where the other party has consented to such disclosure or where required by law to make such disclosure. Either party may upon termination of this Agreement require by notice in writing to the other party the destruction or return of any confidential material in that party's possession or control. The confidentiality obligation set out here shall expire 3 years after the expiry or termination of the Agreement.

**17. General**

17.1 Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.

17.2 Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post, fax or email to such physical or electronic address as may be notified by one party to the other from time to time.

17.3 No term of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.4 We will be entitled to assign or sub-contract our obligations under this Agreement. You must not assign or sub-contract your obligations under this Agreement without our the written consent.

17.5 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible, whereupon all money accrued due under the Agreement shall be paid.

17.6 Each party acknowledges that this Agreement (which includes to our [Terms of Use](#), [Acceptable Use Policy](#), [Privacy Policy](#) and [Cookie Policy](#)) contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

17.7 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

17.8 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

- 17.9 By creating an Account you accept this Agreement.
- 17.10 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.