

# Sable & Ox

## Artists Terms and Conditions

Version 1.0

This page (together with the documents referred to on it) tells you the terms and conditions on which we will display any of your products or services on our website [www.sableandox.co.uk](http://www.sableandox.co.uk) ("Website"). Please read these terms and conditions carefully before agreeing to display any products or services on our Website. You should understand that by displaying any of your products or services on our Website, you agree to be bound by this Supplier Agreement and the [Customer Terms and Conditions](#) (together the "Agreement").

You should print a copy of the Agreement for future reference

Please tick the box marked "**I Accept the Sable & Ox Artists Agreement**" if you accept these terms and conditions. Please understand that if you refuse to accept the Agreement, you will not be able to display any products or services on our Website.

### 1. INFORMATION ABOUT US

The term "Sable & Ox" [www.sableandox.co.uk](http://www.sableandox.co.uk), "us" or "we" refers to the owners of the website. Sable & Ox, 1 Connaught House, Boston Square, Hunstanton, Norfolk, PE36 6DU.

### 2. SERVICES

(a) You wish to display goods or services on our Website, and we agree to allow you do so on the terms and conditions set out in this Supplier Agreement and the [Customer Terms and Conditions](#) that are set out on our Website and which you can view by clicking on the above hyperlink (together the "Agreement").

(b) You need to register your details with us and the information that you provide to us will be processed by us in accordance with our [Privacy Policy](#).

(c) Goods and services displayed on the Website can be purchased by customers from you from the page on which the goods and services provided by you are displayed ("Your Page"). For the purpose of this Supplier Agreement, Your Page also includes any goods and services that are submitted by you to us but are displayed on other pages of our Website for convenience, for example, goods may appear on your profile page but also on a page that may relate to those particular type of goods.

(d) We act as an agent for you, and provide administration services, which include the processing of payment, confirmation of orders and process administration.

(e) We will use good skills in the design of our Website so that customers can view and order goods and services from a number of different suppliers, process payments on behalf of those suppliers and administer the use of our Website and ordering process. We are not, however, responsible for any goods or services that you sell to a customer in accordance with the [Customer Terms and Conditions](#).

### 3. HOW THE CONTRACT IS FORMED

A contract between us is formed when you register your details as a Supplier and click to confirm that you agree to place goods and services on our Website. In doing so, you agree to place goods and services on our Website and to supply goods and services to customers who order from our Website on the terms and conditions set out in this Supplier Agreement and [the Customer Terms and Conditions](#) (together the "Agreement").

#### 4. YOUR OBLIGATIONS

(a) "You" The Artist" "Seller" agree to adhere to the following.

You agree that there will be a commission fee on all products and services sold through the website or for commissions that are arranged via the website.

Also It is your responsibility to meet the obligations set out in this clause and you agree to indemnify us against any losses that we suffer if you breach any of the obligations set out in the following clauses;

(b) You warrant that any and all information that you provide to us to upload onto Your Page is accurate and complies with relevant law, standards and guidelines including without limitation those laws, standards and guidelines relating to prices (inclusive of VAT where relevant) In accordance with the Sale of Goods Act, the 'Seller' must supply Goods, which are of a satisfactory quality. This means Goods must be of a standard that a reasonable person would regard as satisfactory, the description of the goods, fitness for the purpose for which goods of the kind are supplied, and the appearance and finish, therefore the Seller will ensure that the Goods will correspond to the description given by the "Artist" "Seller" at the time of despatch.

(c) You warrant that any descriptions, photographs or images used by you on Your Page will not be misleading in any way of the goods and services to which they relate;

(d) You warrant that you are the owner, or have the consent of the owner, for any descriptions, photographs or images used by you on Your Page and that the use of such descriptions, photographs or images will not infringe the rights of third parties;

(e) You warrant that you will review the information displayed on Your Page and notify us immediately of any changes that you wish to make in order to comply with this clause. You must notify us in good time and we will make amendments at the earliest opportunity in accordance with your instructions;

(f) You will supply your goods and services to customers ordering those goods and services from the Website in accordance with the [Customer Terms and Conditions](#);

(g) You will observe and comply in all respects with the provisions and requirements of any and all relevant laws including acts of parliament, regulations, bye-laws and orders in connection with the supply of the goods or services displayed on Your Page;

(h) You will ensure that stock availability on each of Your Pages is accurate and update at regular intervals the stock availability on each of Your Pages by using the tab entitled "Stock" in the area of the Website that relates to your account with us ("Supplier Account Area") on the Website;

(i) We are committed to having the best range of goods available on our Website at the best price and service levels for all customers. For that reason, you will be expected to submit the best price and promotions for goods and services that you display, promote, distribute and sell to customers using our Website. Where this is not possible you will use best endeavors, at the very least, to make sure that goods and services that you display, promote, distribute and sell to customers using our Website are sold at the same price that they are sold on other sites including your own site and that the service levels that you provide to customers of our Website are the same as those on other websites including your own site.

(j) Your work must be available for sale and if you are away and unable to fulfill orders you must place your pages in '**Holiday Mode**'.

## **5. PAYMENTS**

(a) We will process for you orders that are submitted to us by customers in accordance with the [Customer Terms and Conditions](#) and this Supplier Agreement.

(b) We will submit to you by email each order placed by a customer on Your Page on the Website and you will notify us when the order has been dispatched by marking that order as 'shipped' in the Supplier Account Area. Our emails will contain salient information such as details of the items ordered and the customer's delivery information.

(c) For every order that is ordered from Your Page we will collect payment from the customer and every month, remit to you, in respect of orders dispatched by you between the 17<sup>th</sup> of the preceding month and the 16<sup>th</sup> of that month, the amount collected from the customer for each order that you dispatch less our fees on that amount, as agreed with you via email. All fees chargeable by us are in GBP.

(d) We may deduct or withhold or set off payment of any amount due to us from any amount due to you under this Agreement.

## **6. INTELLECTUAL PROPERTY**

(a) You give us and our representatives and marketing affiliates the right to use and display any and all information, logos, photographs, images, videos and other materials contained, or linked by a link, on Your Page including trade marks, copyright and other intellectual property rights to the extent necessary to advertise, market, promote, distribute or sell your goods and services to customers and potential customers.

(b) Except as provided in sub-clause (b), we shall have no rights in respect of any of your logos, photographs, images, videos and other materials contained, or linked by a link, on Your Page that is not in the public domain including trade marks, copyright and other intellectual property rights.

(c) All right, title and interest in all intellectual property in documentation relating to our business or the services that we provide to you or the Website or the infrastructure that we use shall vest with Us.

(d) Nothing in the Agreement gives you the right to use or display our intellectual property except with our prior written permission.

## **7. LIABILITY**

(a) You are responsible for, and shall indemnify us in respect of any costs, claims, demands or expenses arising out of or in connection with the supply of goods and services that are displayed on Your Page in accordance with this Agreement. For this reason, we recommend that you carefully read the [Customer Terms and Conditions](#).

(b) We are responsible for, and shall indemnify you subject to sub-clause (c) in respect of any costs, claims, demands or expenses arising out of or in connection with any breach by us or our representatives, employees, directors, agents, suppliers or contractors in breach of this agreement, including a breach of any representation or warranty.

(c) We will not be liable to you for any consequential, incidental, special or indirect damage including loss of profit, loss of anticipated savings, loss of goodwill, loss of revenue, loss of business opportunity or any other similar loss howsoever arising out of or in connection with this agreement.

## **8. INSURANCE**

(a) You will at your own expense obtain and maintain throughout the period in which you offer or supply goods or services using the Website insurance cover with a reputable insurance company for any risks that are reasonably expected for a business supplying goods or services such as those goods and services displayed by you on the Website.

## **9. DATA PROTECTION**

(a) You agree that you will, in relation to personal data (including without limitation customer names and addresses supplied to you so that you may fulfill an order) processed in connection with this Agreement (“Data”):

- i. Process the Data in accordance with the Data Protection Act 1998 (“1998 Act”) and any other applicable data protection legislation;
- ii. Process the Data only so far as is necessary for the purpose of performing your obligations under this agreement;
- iii. Not disclose Data to or allow access to it other than by employees or third parties engaged by you to perform the obligation imposed on you by this agreement, and ensure that such employees or third parties are subject to written contractual obligations concerning the Data which are no less onerous than those imposed on you by this Agreement; and
- iv. Assist us to comply with such obligations as are imposed on us by the 1998 Act. This includes, in connection with a customer or order the obligation to:
  - (1) Provide us with reasonable assistance in complying with any subject access request served on us under section 7 of the 1998 Act;
  - (2) Promptly inform us about the receipt of any subject access request received by you; and
  - (3) Not disclose or release any Data in response to a subject access request without first consulting with and obtaining our consent.

(b) Where you act as data processor on our behalf in relation to the Data, you will:

- i. Maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on us by the seventh data protection principle set out in the 1998 Act; and
- ii. Only process Data for and on our behalf for the purpose of performing your obligations under, and in accordance with, this agreement and only on written instructions from us to ensure compliance with the 1998 Act.

(c) You will indemnify us against all claims and proceedings and all liability, loss, costs and expenses incurred by us as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of your or your representatives, employees, directors, agents, suppliers or contractors unauthorised processing, unlawful processing, destruction of and/or damage to any Data.

(d) In this clause data controller, data processor, personal data and processing shall have the same meanings as set out in the 1998 Act, and process shall be construed accordingly.

(e) Any Data relating to customers, or potential customers, shall belong to us and you have no right to use such Data for any purpose other than the purpose of fulfilling your obligations under this Agreement.

## **10. DURATION AND TERMINATION**

(a) This Agreement will come into effect on the date on which you register as a supplier on our Website and accept the terms and conditions set out in this Agreement and will continue in force until terminated by either party giving to the other party at least 30 days prior written notice.

(b) Either party can terminate this Agreement immediately on notice if the other party is in breach of any of its obligations under this Agreement and such breach is not remedied (if capable of remedy) within 7 days of written notice being given by the non-defaulting party.

(c) We can terminate this Agreement immediately, and remove Your Page from the Website immediately, if we reasonably consider that Your Page may bring us or our Website into disrepute or lower the reputation of our Website with our customers or potential customers.

## **11. EFFECTS OF TERMINATION**

(a) Termination of this Agreement, however caused, shall be without prejudice to any rights or liabilities accrued at the date of termination.

(b) On termination of this Agreement for any reason:

i. We will cease at the earliest opportunity to display on Your Page any of your goods and services and, at our discretion, to send to you details of any orders placed on Your Page after the date of termination;

ii. You will continue to fulfill any order that we submitted to you before the date of termination of this Agreement; and

iii. We will continue to pay to you any money collected from a customer in accordance with this Agreement

## **12. DELIVERY/DISPATCH**

“You” the seller must package your work securely to prevent damage in transit and a reliable insured courier must be used, where possible your work should be dispatched within 5 days of receiving an order. In accordance with our [delivery and returns](#) policy

## **13. RETURNS**

(i) The Buyer must inspect the Goods immediately upon receipt and must notify the 'Seller' within 48 hrs of delivery if the Goods are damaged or do not comply with the Contract. If the Buyer fails to notify the 'Seller' and return the Goods within 14 days then the Buyer will be deemed to have fully accepted the Goods.

If the Goods are damaged or defective, the Goods will be returned by the Buyer to the 'Seller'. The Buyer will be entitled to receive a full refund (including the delivery cost) plus the cost of returning the Goods by insured delivery. In accordance with our [delivery and returns](#) policy

(ii) If returned Goods are found to be damaged which is the fault of the Buyer, the Buyer will be liable for the cost of repairing such damage. In accordance with our [delivery and returns](#) policy

(iii) When any Goods are returned the Buyer must notify the Seller that the Goods are to be returned and return the goods within 14 days. In this instance, Goods must be returned at the Buyer's own cost and should be sent by insured delivery. The Buyer will receive a full refund of all monies paid for the Goods (less delivery charges) within 30 days of cancellation.

## **14. CONFIDENTIALITY**

(a) Each party agrees that it shall at all times (both during the term of this Agreement and after its termination) keep confidential, and shall not use (other than strictly for the purposes of this Agreement) and shall not, without the prior written consent of the other party, disclose to any third party any confidential information (including trade secrets and information of commercial value), unless the information:

- i. Was public knowledge or already known to the receiving party at the time of disclosure; or
- ii. Subsequently becomes public knowledge other than by breach of this Agreement; or
- iii. Subsequently comes lawfully into the possession of the receiving party from a third party; or
- iv. Is agreed by the parties not be confidential or to be disclosable.

(b) To the extent necessary to implement the provisions of this Agreement (but not further or otherwise), either party may disclose confidential information to any customers or prospective customers in respect of any legal obligation to that customer or prospective customer, to any relevant governmental or other authority or regulatory body and to any of its employees or advisers, provided that before any such disclosure the disclosing party shall make those persons aware of its obligations of confidentiality under this Agreement.

(c) All documents and other records (in whatever form) containing confidential information supplied to or acquired by a party from the other party shall be returned promptly to that other party within 14 days of receipt of written request following the termination of this Agreement

## **15. WRITTEN COMMUNICATION**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **16. NOTICES**

All notices given by you to us must be given to Sable & Ox. At [info@sableandox.co.uk](mailto:info@sableandox.co.uk). We may give notice to you at either the email or postal address you provide to us when registering with us, or in any of the ways specified in paragraph 13 above or clause 15 below. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a posting on our website, a screen print of the webpage with a date stamp, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such email was sent to the specified e-mail address of the addressee.

## **17. OUR RIGHTS TO VARY THESE TERMS AND CONDITIONS**

(a) We have the right to revise and amend this Supplier Agreement or [the Customer Terms and Conditions](#) from time to time.

(b) You will be subject to the policies and [Customer Terms and Conditions](#) in force at the time that you place goods or services on Your Webpage, unless any change to those policies or this Agreement is required to be made by law or governmental authority (in which case it will apply to goods or services previously displayed by you on Your Webpage), or if we notify you of the change to those policies or this Agreement before we send you details of an order (in which case we have the right to assume that you have accepted the change to the Agreement, unless you notify us to the contrary within 2 working days of receipt by you of email giving the details for the goods or services ordered by a customer).

## **18. THIRD PARTIES**

(a) Our customers may rely on the [Customer Terms and Conditions](#). Other than the exception set out in the preceding sentence, a person who is not a party to the Contract will not have any rights under or in connection with this contract under the Contracts (Rights of Third Parties) Act 1999.

(b) We may transfer, assign, charge, sub-contract or otherwise dispose of an Agreement or any of our rights or obligations arising under it at any time and without notice to you.

## **19. WAIVER**

If we fail, at any time whilst the Agreement is in force, to insist that you perform any of your obligations under the Agreement, or if we do not exercise any of our rights or remedies under the Agreement, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of the provisions of this Agreement shall be effective unless we expressly say that it is a waiver and we tell you so in writing in accordance with paragraph 13 (written communications)

## **20. SEVERABILITY**

If any court or competent authority decides that any of the provisions in the Agreement are invalid, unlawful or unenforceable to any extent, that provision will to that extent only, be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

## **21. ENTIRE AGREEMENT**

(a) This Agreement (comprising the Supplier Agreement and the Customer [Terms and Conditions](#)) constitutes the whole Agreement between the parties and supersedes all previous agreements between the parties relating to the subject matter.

(b) Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

## **22. LAW AND JURISDICTION**

This Agreement, its formation and the display on our Website or supply by you of any goods or services ordered on our Website will be governed by English law. Any dispute or claim arising in connection with the supply to you of any products or services, the formation of this Agreement or any non-contractual dispute will be subject to the exclusive jurisdiction of the English courts.

