

# Website Terms of Service (UK)

*Please read these terms of service carefully before using this site*

## **WHAT'S IN THESE TERMS?**

These terms set out the rules for using our website, The Party Portal, operated by Famshire Limited.

### **Who we are and how to contact us**

The Party Portal is operated by Famshire Limited (we/us). We are registered in England and Wales under company number 16095080, with registered office at 40 Basepoint Business Centre, Abbey Park Industrial Estate, Romsey, SO51 9AQ.

To contact us, please email [hello@famshire.co.uk](mailto:hello@famshire.co.uk).

### **BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our site, you confirm that you accept these Terms of Service and agree to comply with them. If you do not agree, please do not use the site. We recommend printing a copy of these terms for your records.

### **THERE MAY BE OTHER TERMS THAT APPLY TO YOU**

Additional policies, such as our Privacy Policy, Cookie Policy, Acceptable Use Policy, and Terms and Conditions of Purchase, also apply when using our site or purchasing services.

### **WE MAY MAKE CHANGES TO THESE TERMS**

We may update these terms occasionally. Each time you use the site, please check the terms that apply at that time.

### **WE MAY MAKE CHANGES TO OUR SITE**

We may update or change the site to reflect improvements, user needs, or business priorities. We will try to notify you of major changes.

### **WE MAY SUSPEND OR WITHDRAW OUR SITE**

We may suspend, withdraw or restrict all or part of the site for operational reasons, with reasonable notice where possible.

You are responsible for ensuring everyone accessing our site via your internet connection complies with these terms.

### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will notify you in writing and ensure this does not affect your rights.

### **OUR SITE IS ONLY FOR USERS IN THE UK**

Our site is intended for users in the United Kingdom. We do not guarantee content is appropriate or available outside the UK.

### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you have a user ID, password or other security information, you must keep it confidential and notify us immediately at [hello@partyportal.co.uk](mailto:hello@partyportal.co.uk) if you suspect unauthorised use.

We may disable your access if we believe you have breached these terms.

### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We or our licensors own the intellectual property rights on the site. You may print or download extracts for personal, non-commercial use only. You must not modify, reproduce, or use content commercially without our permission.

If you misuse our content, your right to use the site ends immediately.

### **NO TEXT OR DATA MINING, OR WEB SCRAPING**

You must not use any automated tools (bots, spiders, scrapers) to access or copy content from our site, nor use any data mining techniques on our site's data. This is to protect our rights and comply with copyright laws.

### **RULES ABOUT LINKING TO OUR SITE**

You may link to our homepage in a fair and legal way that does not harm our reputation or imply endorsement. You must not link to other pages or frame our site within another site.

### **OUR TRADEMARKS ARE REGISTERED**

The Party Portal and related marks are registered trademarks of Famshire Limited and may not be used without permission.

### **UPLOADING CONTENT TO OUR SITE**

If you upload or share content, you warrant it complies with our Acceptable Use Policy. You grant us a licence to use your content to provide the service and display it to others.

We may remove content that breaches our policies and disclose your identity to protect rights or privacy.

### **USER-GENERATED CONTENT IS NOT APPROVED BY US**

Content posted by other users is not verified or endorsed by us.

### **DO NOT RELY ON INFORMATION ON THIS SITE**

Content is for general information only and is not professional advice. We do not guarantee accuracy or completeness.

### **WE ARE NOT RESPONSIBLE FOR VIRUSES**

We cannot guarantee the site is free from viruses. You must use your own protection.

### **YOU MUST NOT INTRODUCE VIRUSES**

You must not misuse the site by introducing harmful software or attempting unauthorised access. Violations may be reported to law enforcement.

### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE**

- We do not exclude liability for death, personal injury, or fraud.
- For business users, we exclude implied warranties and are not liable for loss of profits, business interruption or indirect losses.
- For consumer users, the site is for private use only, and we limit liability except as required by law.

### **HOW WE USE YOUR PERSONAL INFORMATION**

Your personal data is handled as described in our Privacy Policy.

### **WHICH LAWS APPLY TO DISPUTES?**

These terms are governed by English law. Consumers may bring claims in the courts of England, Wales, Scotland or Northern Ireland as appropriate. Business users agree to the exclusive jurisdiction of the courts of England and Wales.

## Privacy Policy

This privacy policy sets out how Famshire Limited uses and protects your personal data.

1. IMPORTANT INFORMATION AND WHO WE ARE
2. TYPES OF PERSONAL DATA WE COLLECT ABOUT YOU
3. HOW IS YOUR PERSONAL DATA COLLECT?
4. HOW WE USE YOUR PERSONAL DATA
5. DISCLOSURES OF YOUR PERSONAL DATA
6. INTERNATIONAL TRANSFERS
7. DATA SECURITY
8. DATA RETENTION
9. YOUR LEGAL RIGHTS
10. CONTACT DETAILS
11. COMPLAINTS
12. CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES
13. THIRD PARTY LINKS

### 1. Important information and who we are

#### Privacy policy

This privacy policy gives you information about how Famshire Limited collects and uses your personal data through your use of this website, including any data you may provide when you register with us OR sign up to our newsletter OR purchase a product or service OR take part in a competition OR [Contact us](#).

This website is not intended for children and we do not knowingly collect data relating to children.

#### Controller

Famshire Limited is the controller and responsible for your personal data (collectively referred to as "we", "us" or "our" in this privacy policy).

We have appointed a data protection officer (DPO) who is responsible for overseeing questions in relation to this privacy policy.] If you have any questions about this privacy policy, including any requests to exercise your legal rights (paragraph 9), please contact the us using the information set out in the contact details section (paragraph 10).

## 2. The types of personal data we collect about you

Personal data means any information about an individual from which that person can be identified.

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- **Identity Data** includes [first name, last name, any previous names, username or similar identifier, marital status, title, date of birth and gender].
- **Contact Data** includes billing address, delivery address, email address and telephone numbers.
- **Financial Data** includes bank account and payment card details.
- **Transaction Data** Data includes details about payments to and from you and other details of services you have purchased from us.
- **Technical Data** includes [internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, device ID and other technology on the devices you use to access this website.
- **Profile Data** includes [your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
- **Usage Data** includes information about how you interact with and use our website and services.
- **Marketing and Communications Data** includes your preferences in receiving marketing from us and our third parties and your communication preferences.

We also collect, use and share aggregated data such as statistical or demographic data which is not personal data as it does not directly (or indirectly) reveal your identity. For example, we may aggregate individuals' Usage Data to calculate the percentage of users accessing a specific website feature in order to analyse general trends in how users are interacting with our website to help improve the website and our service offering.

### 3. How is your personal data collected?

We use different methods to collect data from and about you including through:

- **Your interactions with us.** You may give us your personal data by filling in online forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you
  - apply for our services;
  - create an account on our website;
  - subscribe to our service or publications;
  - request marketing to be sent to you;
  - enter a competition, promotion or survey; or
  - give us feedback or contact us.
- **Automated technologies or interactions.** As you interact with our website, we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies[ server logs] and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies. Please see our cookie policy for further details.
- **Third parties or publicly available sources.** We will receive personal data about you from various third parties and public sources as set out below:
- Technical Data is collected from the following parties:
  - analytics providers such as Google based outside the UK;
  - advertising networks such as Google based inside OR outside the UK; and
  - search information providers such as Google based inside OR outside the UK.
- Contact, Financial and Transaction Data is collected from providers of technical, payment and delivery services such as Stripe based inside OR outside the UK.
- Identity and Contact Data is collected from data brokers or aggregators such as Google based inside OR outside the UK.
- Identity and Contact Data is collected from publicly available sources such as Companies House and the Electoral Register based inside the UK.

### 4. How we use your personal data

## Legal basis

The law requires us to have a legal basis for collecting and using your personal data. We rely on one or more of the following legal bases:

- **Performance of a contract with you:** Where we need to perform the contract we are about to enter into or have entered into with you.
- **Legitimate interests:** We may use your personal data where it is necessary to conduct our business and pursue our legitimate interests, for example to prevent fraud and enable us to give you the best and most secure customer experience. We make sure we consider and balance any potential impact on you and your rights (both positive and negative) before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).
- **Legal obligation:** We may use your personal data where it is necessary for compliance with a legal obligation that we are subject to. We will identify the relevant legal obligation when we rely on this legal basis.
- **Consent:** We rely on consent only where we have obtained your active agreement to use your personal data for a specified purpose, for example if you subscribe to an email newsletter.

## Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use the various categories of your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

<b>Purpose/Use</b>	<b>Type of data</b>	<b>Legal basis [and retention period]</b>
To register you as a new customer	(a) Identity (b) Contact	Performance of a contract with you. [We will retain this data for [12 months]]
To process and deliver your order including: (a) Manage payments, fees and charges (b) Collect and recover money owed	(a) Identity (b) Contact (c) Financial (d) Transaction	(a) Performance of a contract with you. (b) Necessary for our legitimate interests (to recover debts due to us).

to us		
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	(e) Marketing and Communications	[We will retain this data for [12 months]]
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Dealing with your requests, complaints and queries	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you. (b) Necessary to comply with a legal obligation. (c) Necessary for our legitimate interests (to keep our records updated and manage our relationship with you). [We will retain this data for 12 months]
To enable you to partake in a prize draw, competition or complete a survey	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications	(a) Performance of a contract with you. (b) Necessary for our legitimate interests (to study how customers use our services, to develop them and grow our business). [We will retain this data for 12 months]

<p>To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</p>	<p>(a) Identity (b) Contact (c) Technical</p>	<p>(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise). (b) Necessary to comply with a legal obligation.  [We will retain this data for 12 months]</p>
<p>To deliver relevant website content and online advertisements to you and measure or understand the effectiveness of the advertising we serve to you</p>	<p>(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical</p>	<p>Necessary for our legitimate interests (to study how customers use our services, to develop them, to grow our business and to inform our marketing strategy).  [We will retain this data for 12 months]</p>

<p>To use data analytics to improve our website, services, customer relationships and experiences and to measure the effectiveness of our communications and marketing</p>	<p>(a) Technical (b) Usage</p>	<p>Necessary for our legitimate interests (to define types of customers for our services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy).  [We will retain this data for 12 months]]</p>
<p>To send you relevant marketing communications and make personalised suggestions and recommendations to you about or services that may be of interest to you based on your Profile Data</p>	<p>(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications</p>	<p>Necessary for our legitimate interests (to carry out direct marketing, develop our services and grow our business) <b>OR</b> Consent, having obtained your prior consent to receiving direct marketing communications.  [We will retain this data for 12</p>

		months]]
To carry out market research through your voluntary participation in surveys		Necessary for our legitimate interests (to study how customers use our services and to help us improve and develop our services).  [We will retain this data for 12 months]

#### Direct marketing

During the [registration] process on our website when your personal data is collected, you will be asked to indicate your preferences for receiving direct marketing communications from Famshire Limited via [EMAIL, SMS, TELEPHONE, POST] OR You will receive marketing communications from us if you have requested information from us or purchased services from us and you have not opted out of receiving the marketing.

We may also analyse your Identity, Contact, Technical, Usage and Profile Data to form a view which services and offers may be of interest to you so that we can then send you relevant marketing communications.

#### Third-party marketing

We will get your express consent before we share your personal data with any third party for their own direct marketing purposes.

## Opting out of marketing

You can ask to stop sending you marketing communications at any time [by logging into the website and checking or unchecking relevant boxes to adjust your marketing preferences OR by following the opt-out links within any marketing communication sent to you or by contacting us [Contact us](#)].

If you opt out of receiving marketing communications, you will still receive service-related communications that are essential for administrative or customer service purposes [for example relating to order confirmations for a product/service warranty registration, appointment reminders, updates to our Terms and Conditions, checking that your contact details are correct].

## Cookies

For more information about the cookies we use and how to change your cookie preferences, please see [Cookie Policy](#)

## 5. Disclosures of your personal data

We may share your personal data where necessary with the parties set out below for the purposes set out in the table Purposes for which we will use your personal data above.

- Internal Third Parties as set out in the [\[Link\]](#).
- External Third Parties.
- Specific third parties listed in the table Purposes for which we will use your personal data above.
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

## 6. International transfers

We share your personal data within the [\[Famshire\]](#) Group. This will involve transferring your data outside the UK to our overseas offices in India.

Whenever we transfer your personal data out of the UK to countries which have laws that do not provide the same level of data protection as the UK law, we always ensure

that a similar degree of protection is afforded to it by ensuring that the following safeguards are implemented:

We ensure your personal data is protected by requiring all our group companies to follow the same set of rules when processing your personal data. These rules are called "binding corporate rules" (BCR). To view our BCR, please contact us at [\[CONTACT\]](#)

We use specific standard contractual terms approved for use in the UK which give the transferred personal data the same protection as it has in the UK, namely the [International Data Transfer Agreement]. To obtain a copy of these contractual safeguards, please contact us at [\[support@famshire.co.uk\]](mailto:support@famshire.co.uk)

We may transfer your personal data to service providers that carry out certain functions on our behalf. This may involve transferring personal data outside the UK to countries which have laws that do not provide the same level of data protection as the UK law.

Whenever we transfer your personal data out of the UK to service providers, we ensure a similar degree of protection is afforded to it by ensuring that the following safeguards are in place:

We may use specific standard contractual terms approved for use in the UK which give the transferred personal data the same protection as it has in the UK, namely the International Data Transfer Agreement. To obtain a copy of these contractual safeguards, please contact us at [\[support@famshire.co.uk\]](mailto:support@famshire.co.uk).

## 7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## 8. Data retention

How long will you use my personal data for?

Details of retention periods for different aspects of your personal data are set out in the table above.

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see [\[paragraph 9\]](#) below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

## 9. Your legal rights

You have a number of rights under data protection laws in relation to your personal data.

You have the right to:

- Request access to your personal data (commonly known as a "subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data in certain circumstances. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply

with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) as the legal basis for that particular use of your data (including carrying out profiling based on our legitimate interests). In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your right to object.
- You also have the absolute right to object any time to the processing of your personal data for direct marketing purposes (see **OPTING OUT OF MARKETING** in [paragraph 4](#) for details of how to object to receiving direct marketing communications).
- Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Withdraw consent at any time where we are relying on consent to process your personal data (see the table in section 4 for details of when we rely on your consent as the legal basis for using your data). However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.
- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in one of the following scenarios:
  - If you want us to establish the data's accuracy;
  - Where our use of the data is unlawful but you do not want us to erase it;
  - Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
  - You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
  - If you wish to exercise any of the rights set out above, please contact us at [\[hello@partyportal.co.uk\]](mailto:hello@partyportal.co.uk).

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

#### What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

#### Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

### 10. Contact details

If you have any questions about this privacy policy or about the use of your personal data or you want to exercise your privacy rights, please contact [our DPO] OR [us] in the following ways:

- Email address: [[hello@partyportal.co.uk](mailto:hello@partyportal.co.uk)]
- Postal address: [Unit 40 ,Basepoint Business Centre ,Abbey Park Industrial Estate ,Romsey ,SO51 9AQ]
- Telephone number: [[0330 043 7880](tel:0330 043 7880)]

### 11. Complaints

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK regulator for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

### 12. Changes to the privacy policy and your duty to inform us of changes

We keep our privacy policy under regular review.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us, for example a new address or email address.

### 13. Third-party links

This website may include links to third-party websites, plug-ins and applications.

Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

## **ACCEPTABLE USE POLICY (UK)**

These acceptable use standards apply to any material you upload, share, or generate on our site (User Content). They also apply to any contact you make with other users, any links to our site, and any other ways you use the site.

You must comply with these standards both in spirit and to the letter.

Famshire Limited, operating as The Party Portal, will determine, at its discretion, whether any User Content or your use of our site breaches these standards.

### **YOU MAY NOT USE OUR SITE:**

- In any way that breaches any local, national or international law or regulation.
- In any way that is unlawful, fraudulent, or has any unlawful or fraudulent purpose or effect.
- For harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, share, post, use or reuse any material which does not comply with our content standards.
- To transmit, or procure the sending of, unsolicited or unauthorised advertising, promotional material, or similar solicitation (spam).
- To knowingly transmit any data, send or upload material containing viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or code designed to adversely affect any computer software or hardware.

### **USER CONTENT MUST:**

- Be accurate when stating facts.
- Contain only opinions genuinely held by you.
- Comply with the law applicable in the country from which it is posted and to which the site is targeted.

### **USER CONTENT MUST NOT:**

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.

- Infringe any copyright, database right or trade mark.
- Include video content likely to receive an R18 certificate by the British Board of Film Classification (BBFC).
- Include video content unsuitable for BBFC classification.
- Contain material that might impair the physical, mental, or moral development of persons under 18.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as contractual duty or duty of confidence.
- Contain illegal content or promote illegal activities.
- Be in contempt of court.
- Be threatening, abusive, invade privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any person.
- Impersonate any person or misrepresent your identity or affiliation.
- Give the impression User Content originates from Famshire Limited, operating as The Party Portal, if it does not.
- Advocate, promote, incite or assist unlawful or criminal acts, such as copyright infringement or computer misuse.
- Contain statements encouraging terrorism.
- Be pornographic.

## **ILLEGAL CONTENT**

You must not use our site to upload or share content involving:

- Terrorism.
- Child sexual exploitation or abuse, including grooming and child sexual abuse material.
- Hate offences.
- Harassment, stalking, threats or abuse.
- Controlling or coercive behaviour.
- Intimate image abuse.

- Extreme pornography.
- Sexual exploitation of adults.
- Human trafficking.
- Unlawful immigration.
- Fraud and financial offences.
- Proceeds of crime offences.
- Drugs or psychoactive substances offences.
- Firearms, knives or other weapons offences.
- Encouraging or assisting suicide.
- Foreign interference offences.
- Animal cruelty.

### **CONTENT VERY HARMFUL TO CHILDREN**

You must not upload, share or generate:

- Pornographic content.
- Content encouraging, promoting or providing instructions for suicide.
- Content encouraging, promoting or providing instructions for deliberate self-injury.
- Content encouraging, promoting or providing instructions for eating disorders or associated behaviours.

### **OTHER CONTENT HARMFUL TO CHILDREN**

You must not upload or share content that:

- Is abusive and targets race, religion, sex, sexual orientation, disability, gender reassignment.
- Incites hatred against groups based on race, religion, sex, sexual orientation, disability, gender reassignment.
- Encourages serious violence against a person.
- Constitutes bullying.
- Depicts real or realistic serious violence or injury to persons or animals in graphic detail.

- Encourages dangerous challenges or stunts likely to cause serious injury.
- Encourages self-administration of physically harmful substances.

## **OFFENCES**

You must not upload, post or share:

- Grossly offensive, indecent, obscene or menacing messages intended to cause distress.
- False messages intended to cause significant psychological or physical harm.
- Threats of death or serious harm made recklessly.
- Flashing images intended to harm individuals with epilepsy.
- Communications encouraging serious self-harm.
- Unsolicited sexual images or manufactured intimate images ("deepfakes") intended to cause distress or for sexual gratification.
- Sexually explicit deepfakes.

## **ADDITIONAL PROVISIONS FOR VIDEO CONTENT**

You must follow our guidance on maturity or sensitivity ratings for videos.

For video User Content:

- Immediately inform us if your video contains criminal material, unclassified or unclassifiable content, R18-rated content, or material likely to impair persons under 18.
- Do not upload videos inciting violence or hatred against groups based on sex, race, ethnicity, religion, political opinion, disability, age, sexual orientation, or other protected characteristics.

## **ADVERTISING**

You must not upload or share content containing advertising or promotional material, including:

- Advertising for cigarettes, tobacco products, electronic cigarettes or refill containers, or prescription-only medicines.

Advertising in videos must not:

- Prejudice respect for human dignity.
- Promote discrimination based on sex, race, nationality, religion, disability, age or sexual orientation.
- Encourage behaviour harmful to health, safety or the environment.
- Harm persons under 18 or exploit their trust or inexperience.

## **CUSTOMER TERMS AND CONDITIONS OF PURCHASE**

### **1. ABOUT US AND THE MARKETPLACE**

The Party Portal is a marketplace platform operated by Famshire Limited, connecting consumers and businesses with party service and product vendors. We provide the platform and tools for booking and ordering but are not the seller of services or products.

Details about us, our platform, and our services are available on our website before you order. Key information will be confirmed in writing by email or in your account.

### **2. YOUR RELATIONSHIP WITH VENDORS**

When you place an order, you contract directly with the individual vendor providing the service or product. The Party Portal acts only as the facilitator and intermediary.

### **3. CONSUMER AND BUSINESS CUSTOMER RIGHTS**

- **Consumers:** You benefit from consumer protection laws when booking services or ordering products through the platform.
- **Business customers:** If you purchase for use in your trade, business, or profession, you have fewer cancellation and compensation rights.

Where specific terms apply to consumers or businesses, this will be clearly stated.

### **4. Orders and Acceptance**

Orders are accepted when the relevant vendor confirms them. We will notify you once the vendor has accepted your order. We reserve the right to reject orders if a vendor cannot fulfil them and will refund any payments made.

### **5. Payment and Charges**

Payments are taken by The Party Portal on behalf of vendors at the time of order or as otherwise specified during checkout. For subscription or regular services, payment intervals will be explained during booking.

Business customers must pay all amounts due without set-off or deduction except as required by law.

Late payments incur interest at 4% per annum above the Bank of England base rate, accruing daily until paid.

### **6. Cancellations and Refunds**

- **Consumers:** You have a legal right to cancel most services or product orders within 14 days of order acceptance unless the service has been completed or the product delivered.

- **Business customers:** Cancellation rights are limited and depend on vendor terms.

Notify cancellations via our Customer Service Team at [hello@famshire.co.uk](mailto:hello@famshire.co.uk). Refunds for cancellations will be processed within 14 days using the original payment method.

## **7. Vendor Responsibility and Service Quality**

Vendors are responsible for the quality and description of their services and products. We do not guarantee or warrant vendor services/products beyond what vendors commit to.

If a service or product is faulty or not as described, please contact the vendor directly or reach out to our Customer Service Team at [hello@partyportal.co.uk](mailto:hello@partyportal.co.uk) for assistance.

## **8. Delays and Force Majeure**

Delays caused by events outside our or vendors' control (force majeure) will be communicated promptly. We do not compensate for such delays, but substantial delays may allow cancellation and refund of prepaid amounts.

## **9. Changes to Services or Platform**

We may update our platform or terms to comply with laws or improve services. Major changes affecting your orders will be notified in advance, with the option to cancel orders and receive refunds for undelivered services.

## **10. Suspension and Withdrawal of Services**

We may suspend or withdraw access to the platform or specific vendor services for maintenance, updates, or compliance reasons, notifying you in advance where possible.

**If suspension exceeds 14 days, refunds or other remedies will be offered.**

## **11. Liability and Limitations**

- The Party Portal is not liable for vendor services or products except as required by law.
- Vendors are responsible for their services/products.
- Our liability to you is limited to any direct losses caused by our negligence in operating the platform.
- We are not liable for indirect, consequential, or business losses.
- Nothing limits liability for death, personal injury, or fraud.

## **12. Use of Your Personal Data**

Your personal data is handled as detailed in our Privacy Notice.

### **13. Dispute Resolution**

For complaints, contact our Customer Service Team at [hello@partyportal.co.uk](mailto:hello@partyportal.co.uk). Consumers may access Alternative Dispute Resolution (ADR), without affecting court rights.

These terms are governed by English law. Consumers may bring claims in English courts or their home jurisdiction within the UK. Business customers submit to the exclusive jurisdiction of English courts.

### **14. Miscellaneous**

- We may transfer our rights and obligations to another organisation, notifying you in advance.
- You may only transfer your contract with our consent.
- No third party has rights under these terms.
- Invalidity of any term does not affect the rest.
- We may delay enforcing rights without waiving them.

## Online marketplace terms and conditions with suppliers

### 1. **Who we are and how to contact us**

We are Famshire Limited trading as the Party Portal, a limited company (registration number 16095080). We are based at 40 Basepoint Business Centre, Abbey Park Industrial Estate, Romsey, SO51 9AQ. For information on the best way to contact us, please email [hello@famshire.co.uk](mailto:hello@famshire.co.uk).

### 2. **When these terms apply**

These terms apply to sellers on the Party Portal, our online marketplace.

Terms which appear in **bold** have specific meanings which you can [see by hovering over them **OR** access by clicking on them]. For a full list of such terms, see clause **15** (Defined terms).

These terms cover the following matters:

- Becoming a seller on the Party Portal
- Dealing with customer orders, refunds and complaints
- Fees and commission on your product sales
- Using each other's branding and other intellectual property rights
- Suspension of listings, ending this agreement and disputes
- Limitations of liability and platform availability
- Claims and actions against us in connection with you or your products
- Product recall and product liability insurance
- Compliance with the law and our mandatory policies
- Data protection obligations
- Changes to these terms and our policies
- Other important terms
- Defined terms

### 3. **Becoming a seller on the Party Portal**

#### **How to apply and our agreement with you**

You can apply to become a seller on our online marketplace here [\[LINK TO APPLICATION FORM\]](#). During the application process:

- You and we agree to only use and disclose the other's confidential information as necessary for making and considering your application and

to comply with the restrictions in **How we and you must protect each other's confidential information**.

- Insofar as you have access to **our systems** you agree to comply with all relevant restrictions in **Your use of our systems**.
- The provisions in clause **14** (Other important terms) shall apply to any disputes concerning your application.

An agreement between you and us governed by all of these terms will come into force when we accept your application.

### **The policies which form part of these terms**

The policies set out below, which you and we must comply with, form part of these terms and our agreement with you. See clause **13** (Changes to our terms and policies) for how and when we tell you about changes and how you can end this agreement if you're not happy with a change. The policies are:

- **Acceptable use policy.** This sets out what you can and can't do when creating your profile and listings and when responding to customer reviews.
- **How we treat our suppliers policy.** This sets out how we use other sales channels and affiliates to market your products, offer customers goods and services which complement your products, differences between how we sell your products, our own products and others' products and what access we give you to data generated through the use of the Party Portal.
- **Ranking parameters policy.** This explains how we rank supplier listings (decide which products are presented in response to customers' searches).
- **Prohibited products policy.** This lists the type of product you can't sell on the Party Portal.
- **Delivery policy.** This sets out how much stock of your products you must hold and the timescales within which you must deliver to customers.
- **Returns and refunds policy.** This is the information for customers about how refunds and returns are dealt with, which you must comply with.
- **Customer care policy.** This sets out how you must deal with customer complaints and questions.
- **Commission and fees policy.** This sets out what fees we charge you and how we calculate the commission due to us and the sums payable to you. See also clause **5** (Fees and commission on your product sales).
- **Supplier complaints policy.** This sets out the procedure we follow when dealing with your complaints about the Party Portal.

- **Product safety policy.** This sets out our respective obligations to maintain records to enable the immediate recall of any of any of your products from the market.

### **Your warranties about the information you give**

You represent and warrant that:

- You are, and will remain, established in Great Britain (England, Wales or Scotland but not Northern Ireland).
- The information you provide to us in connection with your application to become a seller on the Party Portal is complete and accurate and you will promptly notify us of any changes to it and keep the supplier profile you create on our supplier interface up to date.
- Any documents you submit to us to support your application or in response to any request from us at any time are either genuine documents or true copies of genuine documents.

### **Our rights to verify the information you give us and your compliance with these terms**

We may at our option at any time require you to promptly provide us with reasonable evidence that any information you have given us is true and up to date and that such information and your behaviour is in compliance with these terms. Such information includes (but is not limited to) information in connection with your application to become a seller on the Party Portal, in your supplier profile and in the listings for your products. We can suspend or restrict individual listings until you have supplied this evidence and end this agreement if you don't comply with this requirement. See clause 7 (Suspension of listings, ending of this agreement and disputes).

You permit and instruct us to collect information about you and in connection with your performance of this agreement (including without limitation the products you list on the Party Portal) and disclose it to tax or other governmental or regulatory authorities as required by law or for compliance with our legal obligations.

### **Our communications with each other**

When we accept your application to become a supplier we'll give you access to our supplier interface. We'll generally use our supplier interface to tell you about customer orders, questions, cancellations and complaints and also other things about our service, such as changes to these terms and our policies. We may also contact you via telephone, email or other methods.

You should use our supplier interface to get in touch with us wherever possible, but we may also give you other ways of contacting us.

## Your communications with customers

You must always use the supplier interface to communicate with customers who have ordered with you through the Party Portal or enquired about your products through the party Portal. Where this is not possible (for example, where a customer, having ordered through the Party Portal finds and calls you directly), you should enter accurate details of any communications with customers on the supplier interface. This helps us to keep a full record of all communications in relation to any transaction, in case there are any disputes.

If a customer contacts you about your products through the Party Portal you must not in any way ask or encourage the customer to buy those products (or repeat orders for those or similar products) either directly from you or from another source.

## Your use of our systems

You may only use our supplier interface and the other computer systems that support, operate and comprise the Party Portal (**our systems**) for listing and selling your products and communicating with us and your customers as envisaged in these terms.

You agree to use all reasonable security practices to prevent unauthorised access or damage to **our systems**. These practices include but are not limited to:

- Making sure any devices you use to access **our systems** have up to date anti-virus protection and not introducing any viruses into **our systems**.
- Ensuring that your log-in details and passwords for **our systems**:
  - are only used by your employees and subcontractors approved by us (as set out in **What happens if you want to transfer your rights and obligations under this agreement (including by using subcontractors)**), who in each case are required to comply with the rules set out in **Your use of our systems**;
  - are not shared between users; and
  - are changed as and when prompted by **our systems**.
- Telling us immediately if you think that log-in details or passwords are being or may be used in an unauthorised way or that the security of **our systems** has been compromised in any other way.

Except as permitted by any applicable law which you and we can't agree to exclude, you must not:

- Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of **our systems** in any form or media or by any means.
- Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of **our systems**.
- Access all or any part of **our systems** to build a product or service which competes with them.
- Use **our systems** to provide services to third parties or allow or assist third parties to access **our systems**.
- Create multiple accounts to evade punishment or avoid restrictions.

### **Creating your supplier profile and listing products on the Party Portal**

You must create a supplier profile on the Party Portal. Once you have done this you can create listings to sell your products on the Party Portal through our supplier interface. You represent and warrant that you will:

- Only create listings for products we have approved in writing and which are not prohibited products (as set out in our prohibited products policy).
- Only list products which comply with all applicable legislation and regulations affecting their manufacture, sale, packaging and labelling and don't infringe third party trade marks or other intellectual property rights.
- Only list products which are safe. You cannot list products that are unsafe, that we reasonably believe to be unsafe or that have been or become the subject of a product safety alert or recall. We may require product safety documentation before permitting you to list certain products. For information on your product safety obligations, see <https://www.gov.uk/guidance/product-safety-advice-for-businesses>.
- Only list products which are already in Great Britain (England, Wales or Scotland but not Northern Ireland) at the time of their sale to customers. You are not permitted to list products which will be imported into Great Britain on or after their sale to customers, as this has **VAT** and customs implications for both you and us.
- Include in your listings, or where appropriate your supplier profile, all the information about you and your products and how you will fulfil orders that is needed to comply with consumer protection law, as well as any relevant safety information about your products. Our customer interface will prompt you to provide this information, but you're responsible for making sure you comply with the law. For more on these information requirements, please

see the Trading Standards' advice on online selling at [www.businesscompanion.info](http://www.businesscompanion.info)].

See also [Our rights to verify the information you give us and your compliance with these terms](#).

You must ensure that your supplier profile and the listings for your products:

- Comply with our acceptable use policy, which bans things such as obscenity and defamation.
- Only feature high quality images and descriptions, which you have all the necessary intellectual property and other rights to use in this way on the Party Portal and to license to us as set out in [Our use of your branding and other intellectual property rights](#).
- Are in the English language and are clear and comprehensible.
- Display real-time information about how many of each product you have in stock, ready to despatch. You must hold enough stock of your products to meet reasonably expected demand within the timescales set out in our Delivery policy. You must delist any products that are not in stock, save that you may continue to list products which will be available within thirty days provided they are marked "out of stock" and the date when they will be in stock is shown.
- Display your valid [VAT](#) registration number where available.
- Don't include anything which would encourage or allow customers to contact you other than through the supplier interface, such as email or social media contact details, website addresses or other links. We reserve the right to remove such information.
- Don't use any search engine optimisation techniques which breach search engines' guidelines or involve deception, including but not limited to keyword stuffing.

### **You can't list fake, stolen or unauthorised products**

You may only list products that bear another company's authorised brand or logo on the Party Portal, or which embody other third party intellectual property rights, if those products were either made in the UK or imported into the UK with the consent of all relevant third party intellectual property rights-holders. You must maintain adequate processes and procedures to make sure that your products are authentic, authorised for sale, not stolen, and not counterfeit or unauthorised copies. If we ask you to, you must promptly provide us with genuine and conclusive documentary evidence showing that you are authorised to sell specific brands or products on the Party Portal. We can

suspend a listing for a product or terminate this agreement under clause 7 (Suspension of listings, termination of this agreement and disputes) if you fail to comply with any requirement of this clause.

### **Pricing your products (including VAT and packaging and delivery charges)**

How you price your products is entirely up to you and you can change the price for your products at any time using the supplier interface. Please allow a reasonable time for revised prices to be displayed on the Party Portal. We'll charge customers the price shown on the Party Portal at the time they submit their order.

On the **checkout page** you must state a total price for each product which includes the following:

- Supply VAT.
- Any UK import VAT and customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with your importation of goods prior to their sale to customers.
- Delivery charges, which must also be shown separately (such charges should reflect the delivery times specified in our delivery policy).
- All other non-optional charges including but not limited to packaging and insurance.

You must also ensure that any **product listing or other pages which indicate the price of your products** give the total price inclusive of the elements listed above. If you cannot give the total, inclusive price for a product on one of these pages, for example because this will depend on how much the customer purchases or the delivery address, you must provide enough information to enable the customer to calculate the total price and ensure this information is as prominent as the rest of the pricing information.

### **How we rank supplier listings**

Our ranking parameters policy sets out the parameters we use to rank listings in response to search queries made on the Party Portal and how our suppliers can influence their rankings (whether by paying us or providing us with some other benefit).

### **What happens when we invite you to join marketplace promotions**

We may invite you to participate in promotions on the Party Portal, for example, by paying us for a more visible listing (as explained in our ranking parameters policy) or offering free delivery for your products or discounts. The terms of such

promotions will be available through the supplier interface and by submitting any of your products for such a promotion you agree to the relevant terms.

### **How we use other sales channels and affiliates to market your products**

We use additional channels and affiliate programmes to market your products, as sold on our site. For more details see our how we treat our suppliers policy.

### **How we offer customers goods and services which complement your products**

When a customer is ordering your products on the Party Portal we may offer them complementary goods or services being sold by us or on our behalf. See our how we treat our suppliers policy for the types of complementary goods and services we offer in relation to different categories of products. We don't allow you to offer the same complementary goods or services to customers for your products. You can do this when you create a listing for a product].

### **Differences between how we sell your products and how we sell our own and others' products**

We (or businesses we control) also sell products on the Party Portal. Our how we treat our suppliers policy explains the differences between how we display and sell your products and how we display and sell our own products.

In addition, how we sell your products may differ from how we sell other businesses' products, as described in our how we treat our suppliers policy.

### **Platform availability**

We aim to make the supplier interface available to you and the Party Portal available to customers on a 24/7 basis. We reserve the right to take some or all of **our systems** offline as reasonably required for routine and emergency maintenance or repairs. We'll give you as much notice of such downtime as is reasonably possible. All communications using the internet may be affected by events outside our reasonable control (see **Impact of events beyond your or our reasonable control (force majeure)**).

## **4. Dealing with customer orders, refunds and complaints**

### **What we do when a customer orders**

Customers ordering products from the Party Portal must click to accept our standard customer terms, which are linked to from the checkout page.

When a customer orders one of your products from the Party Portal, we, acting as your agent in your name and on your behalf, will:

- Send the customer an order acknowledgement email in our standard format.

- Promptly inform you of the customer order via the customer interface.
- Unless you tell us that you can't fulfil an order within two working days, send the customer an order acceptance email in our standard format and so form a direct contract for you to supply your product to the customer on our standard customer terms. The contract is between you and the customer.
- If you tell us that you can't fulfil an order, send the customer an order rejection email in our standard format.
- Take payment for customer orders for your product when we confirm acceptance of an order in your name and on your behalf. The supplier interface will tell you whether or not payment has been received for any order.

Our order acceptance email will serve as the customer's supply **VAT** receipt issued in your name and on your behalf. Our email will include all the information about the ordered product which you have included in your product listing as well as separately showing the UK supply VAT collected as part of the order. You're responsible for ensuring that this information meets legal information requirements and for compliance with all applicable legal, tax and regulatory requirements in connection with any customer VAT receipt issued in your name. For more on consumer law information requirements, please see the Trading Standards advice on online selling at [www.businesscompanion.info](http://www.businesscompanion.info).

Where a customer is UK VAT registered, we will, where required by applicable law, provide you with the customer's UK VAT registration number and details of the relevant supply.

### **What you must do when we tell you about an order**

When we tell you about an order you must:

- Using the supplier interface, tell us as soon as possible, and in any event within two working days, if you won't be able to supply the product.
- In all other cases, subject to the supplier interface confirming that payment has been received from the customer, supply the product to the customer in the way and within at least the timescale set out in the delivery policy or any enhanced policy set out in your product listing. You must let us know via the supplier interface when you're ready to despatch a product, as this is the point at which we take payment for the product from the customer.
- Comply in full with our standard customer terms.

### **Dealing with customer questions about orders**

You must deal promptly and professionally with any customer questions about orders using the supplier interface. You must liaise with us if the question relates to any part of the process we're involved in. You and we will co-operate with each other in trying to resolve any such questions. All your interactions with customers must comply with the customer care policy. See also [How you must handle customer complaints](#).

### **Dealing with customer cancellations**

We'll tell you if a consumer contacts us to cancel an order. When we do so, or when a consumer contacts you directly to cancel an order, you must comply with the returns and refunds policy and any further commitments you have made in your product listing or other marketing or advertising. You must promptly tell us of any refunds due to customers who have cancelled and these will be dealt with as described in [How customers are refunded](#).

### **How you must handle customer complaints**

We'll tell you if a customer complains to us about you or one of your products, including any complaints that products have not been delivered or that cancelled orders have not been refunded and we'll provide you with all relevant details about the complaint.

You must deal with complaints we tell you about, and any complaints you receive directly from customers, in a way that complies with consumer law see the Trading Standards advice on online selling at [www.businesscompanion.info](http://www.businesscompanion.info) and honour any additional commitments or guarantees you have made in your product listing or other marketing or advertising. You must also comply with our customer care policy when dealing with customer complaints.

We offer assistance to suppliers and consumers to help them resolve disputes arising out of the supply or non-supply of products through the Party Portal. You agree to co-operate fully in this process, but you and any customer may at any time opt to refer any dispute to the third party mediator or to take the matter to court.

All of your communications with customers about complaints should be made through, or where this is not possible, accurately logged with, our supplier interface.

If, in relation to any dispute with a customer, you don't engage in dispute resolution, as required by these terms and in good faith, then we may refund and/or compensate the customer on your behalf. We can also do this if you don't abide by any commitment you have made during dispute resolution, any settlement reached through mediation or any ruling made by a court or other competent authority. Refunds will be handled as set out in [How customers are refunded](#). You must reimburse us for payments made in compensation, see [When you must pay our invoices](#).

See also clause 9 (Claims and actions against us in connection with you or your products).

### **How customer reviews are collected and displayed**

Our acceptable use policy sets out our rules on customer reviews and any information you include in your listing which refers to customer reviews or feedback. We reserve the right to remove any customer (or related material in your listings) which does not comply with our acceptable use policy. See also our rights to suspend listings and end your agreement for breach of our policies (clause 7 (Suspension of listings, ending this agreement and disputes)).

We use the supplier interface to invite customers to whom your products have been delivered to review your products. You must send invitations to submit a review either to all customers or to none (you cannot select which customers to invite).

Customers submitting a review do so in a prescribed format which may involve a free text box. We may detect customer reviews which breach our acceptable use policy but we don't guarantee that we will do so. You're responsible for checking reviews for compliance with our acceptable use policy and telling us if you consider that a review breaches it. If we agree, we'll remove the review from the site and inform the customer we have done so.

You may respond to reviews using the customer interface, provided your response complies with our acceptable use policy. We'll publish your response below the review unless we reasonably think that it doesn't comply with our acceptable use policy (we may remove responses on this basis at any time after they have been published).

Apart from an initial invitation to review your products submitted through the supplier interface and up to two reminders, you must not directly or indirectly contact customers (whether through the supplier interface or using any other contact details you have for customers) either to encourage them to submit any review or a favourable review or to change or withdraw a review. You must not encourage customers to submit reviews of products they have purchased on the Party Portal anywhere other than on the Party Portal.

### **Access to and use of data generated through use of the Party Portal**

Your own and your customers' use of the Party Portal will generate data (including **personal data**), about orders, customer queries, ratings and reviews for your products and other matters. Our How we treat our suppliers policy sets out the extent to which and under what conditions we'll access this data ourselves (including the data categories) and give you access to this data and how we'll do this. The policy also sets out the extent to which we allow your third party service providers access to such data and how (and for how long) you can obtain access to such data after this agreement ends. Further

information about how we process personal data relating to suppliers is set out in our data protection policy. This also describes your data protection rights including rights to object to certain types of processing activity.

We share data generated through your own and our other suppliers' use of the Party Portal with all the suppliers using the Party Portal and third parties. What data we share in this way and how we do this is set out in our how we treat our suppliers policy. In particular, you should know that we monetise some of this data in the ways explained in the policy.

## **5. Fees and commission on your product sales**

### **Set-up and other fees**

We'll charge you a monthly fee as set out in our commission and fees policy plus **VAT**. You must pay this fee to us before you can start listing your products and in any event within 30 days of our invoicing you for it. See also **When you must pay our invoices**.

We also charge you fees for handling refunds (see **How customers are refunded**) in each case plus **VAT**, as set out in our commission and fees policy.

### **What we pay you for products sold on the Party Portal**

We'll pay you the sums received by us from customers for your products less:

- Our commission and any **VAT** applicable to it.
- Any fees (and any **VAT** applicable to them) or other sums we have invoiced you for and which are unpaid at the time we pay you, whether or not the due date for payment has arrived (see **When you must pay our invoices**).
- Any sums owed to us in connection with any **third party claim** (see **Compensation for claims against us**) which are unpaid at the time we pay you.

We charge customers in pounds sterling and account to you in pounds sterling.

Our commission is calculated as a percentage of the total price paid by the customer for the product (including for packaging, personalisation and any optional extras but excluding **VAT** and delivery charges), at the rates set out in our commission and fees policy.

You must account to HMRC for any **VAT** due on UK sales of your products on the Party Portal and fully comply with your tax obligations in connection with the use of our services and the offer and sale of your products on the Party Portal including the collection, reporting, filing and payment of any and all applicable

taxes (such as VAT, plastic packaging taxes and duties) and other governmental assessments.

### **When we pay you**

Within two days of the end of each month we'll send you a statement of the sums due to you and how they have been calculated and credit such sums to the bank account you have notified to us via the supplier interface.

### **When you must pay our invoices**

You must pay any invoices we submit to you within 30 days of receipt, save that set-up fees (see [Set-up and other fees](#)) must be paid before you can start listing products.

### **Interest on late payments**

If either of us fails to make a payment due to the other under these terms by the due date, then, without limiting the other party's remedies, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

### **How customers are refunded**

If you instruct us to refund a customer on your behalf, we'll do so provided we can deduct such sums from money due from us to you. We are not obliged to refund more than the sums collected from the customer at checkout. If we can't deduct such sums from money due from us to you, we may either require you to refund customers directly or choose to refund customers ourselves and you must pay us the sums we refund in this way. See [When you must pay our invoices](#).

We don't charge you commission on sums paid by customers and refunded to them but we reserve the right to charge you a fee (as set out in our commission and fees policy) plus **VAT** in respect of such any refunds we process for you.

### **Our and your rights of set-off**

Save as expressly provided in these terms (see [What we pay you for products sold on the Party Portal](#) and [How customers are refunded](#)), you and we shall each pay all amounts due under this agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### **Orders from outside Great Britain**

The Party Portal only displays information to customers in the English language, only accepts payment in pounds sterling and only permits customers

to enter delivery addresses in Great Britain (England, Wales and Scotland) and we make this clear to customers. The Party Portal also has a co.uk web address. Despite our taking these steps, customers from outside Great Britain may succeed in ordering your products from the Party Portal. Customers from outside Great Britain may have rights under their local laws which apply as well as or instead of their rights under English, Welsh and Scottish law and our standard terms for consumers. If you don't wish to accept such orders, it is your responsibility to reject them as indicated in [What you must do when we tell you about an order](#).

## 6. Using each other's branding and other intellectual property rights

### Your use of our branding

You may publicise your listings on the Party Portal outside the Party Portal, for example, on social media. In doing so you must take care not to in any way suggest that you or your listings are endorsed, controlled or created by the Party Portal. You can share the URLs for your listings and supplier pages and state that your products can be bought on the Party Portal. However, you can't use the Party Portal stylised name or logos either on their own or in combination with another word or use the Party Portal name in your social media profile name or photo. You also can't create content with the same look or feel as that of the Party Portal.

As soon as reasonably possible after this agreement ends, you must remove any content that suggests you sell on the Party Portal from any places you control and use your best efforts to remove such content from any places owned by any third parties.

### Our use of your branding and other intellectual property rights

You grant us a non-exclusive, worldwide, royalty-free licence to host, reproduce, display and publish any content, data or information (including trade marks and branding) you provide to us in connection with you and your products (**your materials**) for the purposes of listing and selling your products on the Party Portal and through the sales channels and affiliates described in [How we use other sales channels and affiliates to market your products](#) and operating, improving and marketing the Party Portal in any media. Our use of your trade marks and branding will comply with any brand guidelines you have provided to us.

clause 9 (Claims and actions against us in connection with you or your products) sets out what happens if someone claims that our use of **your materials** (as set out above) infringes their intellectual property or other rights.

As soon as reasonably possible after this agreement ends, we'll stop all use of **your materials** on the Party Portal [and in the sales channels and affiliates

described in [How we use other sales channels and affiliates to market your products](#)]. However, we reserve the right to continue using **your materials** for the purposes and period set out in [Your obligations after this agreement ends](#) and [Our obligations after this agreement ends](#).

Except as stated above, we won't acquire any rights to **your materials** and any goodwill generated by our use of **your materials** on the Party Portal or through our marketing activities will accrue to you.

## 7. **Suspension of listings, ending this agreement and disputes**

### **When we'll suspend your listings or end this agreement**

We can suspend or restrict any individual listing you make on the Party Portal if we become aware, or have reason to believe, that what you have told us about your product or said about your product in the listing for it is not true or up to date or that the product or the listing doesn't comply with these terms, including our policies (see [The policies which form part of these terms](#)) or is otherwise unlawful. We can also display a warning to customers about any of these issues (or as required to comply with any regulator's directions), on or near your listings or your customer facing supplier profile.

We can end this agreement and your rights to use the Party Portal for any of the following reasons:

- You have not complied with these terms, including the policies referred to in them and your non-compliance is more than trivial or is repeated.
- You have not paid one of our invoices by the due date (see [When you must pay our invoices](#)).
- You have become **insolvent** or you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business or your financial position deteriorates to such an extent that we think your ability to fulfil your obligations under this agreement is at risk.
- We reasonably consider that our continuing to provide services to you could expose the Party Portal to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the public or reflect unfavourably on the Party Portal's reputation or the other suppliers selling on the Party Portal].
- We decide to stop providing the Party Portal or to stop selling your type of products on the Party Portal.
- We reasonably determine, or receive information or notice from HMRC, that you are not meeting your tax obligations.

We'll give you at least 30 days' notice that we are ending this agreement unless:

- Our legal, tax or regulatory obligations require us to end this agreement without such notice.
- It's imperative for us to end this agreement either immediately or on shorter notice. For example, we may end this agreement with immediate effect if you become **insolvent** or we discover that your products are unsafe or counterfeit or present a danger to minors or if we reasonably suspect you of fraud or of using the Party Portal to spam others.
- You have repeatedly broken this agreement.

If we're suspending or restricting an individual listing or ending this agreement, we'll normally give you a written statement of the specific facts or circumstances which led to our decision and which of these terms we consider you have broken. If we're acting in response to a notification from someone else, we'll also share the contents of that notification with you. However, we won't give you such a statement if:

- We're subject to a legal, tax or regulatory obligation not to provide the specific facts or circumstances or to set out our reasons.
- We're ending this agreement because you have repeatedly broken it.

We'll send our statement to you via email or another durable medium. Where we're suspending or restricting an individual listing, we'll send the statement before or at the time of the suspension or restriction. If we're ending this agreement, we'll send the statement at the same time that we give notice that we are ending this agreement.

See also **Your obligations after this agreement ends** and **Our obligations after this agreement ends**.

If we restrict access to any content you generate or upload to or share on our service or suspend or ban you from using our service in a way that breaches this agreement, you have a right to bring a claim against us for breach of contract.

### **How to complain if you're not happy with our services including any decisions we have taken**

If you want to complain about our services or the way we have treated you, including because you disagree with us refunding or compensating a customer, restricting or suspending a listing for your products or ending this agreement, please contact us using the supplier interface complaint function.

You and we agree to try our best to resolve all complaints by following the steps set out in our supplier complaints policy. If we can't resolve your complaint in this way, either of us can request mediation (see **You or we can request**

mediation of disputes). In addition, we are both able to bring legal action at any time (see Governing law and jurisdiction).

For information about the main types of issue we have dealt with in the past and how they were resolved, contact [sales@famshire.co.uk](mailto:sales@famshire.co.uk).

### **You or we can request mediation of disputes**

Either you or we can request that any dispute between us be referred to one of our preferred independent mediators. Any such requests should be submitted through the supplier interface. Both you and we must act in good faith when considering any requests for mediation and engaging in any mediation.

We may refuse mediation of a dispute which has previously been mediated if the mediator determined you weren't acting in good faith in that mediation. We may also refuse mediation of any dispute connected to other disputes in which a mediator has repeatedly found in our favour.

We'll bear a reasonable proportion of the total costs of any mediation, taking into account all relevant elements of the dispute, as determined by the mediator.

### **How you can end this agreement**

You can end this agreement with immediate effect by giving us notice, using the supplier interface, for any of the following reasons:

- We have not complied with these terms, including the policies referred to in them and our non-compliance is more than trivial or is repeated and (if our non-compliance is remediable) we have not remedied it within [30 **OR** [NUMBER]] days of you asking us to do so.
- We have become **insolvent** or we suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of our business or our financial position deteriorates to such an extent that you think our ability to fulfil our obligations under this agreement is at risk.

You may stop using the Party Portal at any time. This agreement will end when you have informed us, using the supplier interface, that you no longer wish to use the Party Portal and you have removed your product listings.]

### **Your obligations after this agreement ends**

After this agreement ends (for whatever reason) you must (unless we tell you otherwise):

- Immediately remove any listings for your products from the Party Portal.
- Leave your customer facing supplier profile (excluding listings for your products) live until 30 days after your fulfilment of the last order you received

through the Party Portal to allow customers to contact you about orders previously submitted. Once this period has expired you must remove your customer facing supplier profile.

- Continue to comply with these terms insofar as they relate to customer orders received through the Party Portal before removal of your product listings. You need only comply with the version of these terms which applied when this agreement ended.

### **Our obligations after this agreement ends**

After this agreement ends (for whatever reason) we:

- May remove all listings for your products from the Party Portal], if you have not already done so, and reject any order received after this agreement ends.
- May remove your customer facing supplier profile from the Party portal, if you have not already done so, except that we can keep it live until 30 days after your fulfilment of the last order you received through the Party Portal, to allow customers to contact you about orders previously submitted.
- Will continue to comply with these terms insofar as they relate to customer orders received through the Party Portal before removal of your product listings, including by paying sums due to you for such orders. We'll comply with the version of these terms which applied when this agreement ended.
- Will stop giving you access to data (including **personal data**) generated by your use of the Party Portal.

## **8. Limitations on liability and platform availability**

### **Meaning of liability in these terms**

When we talk about liability in these terms we mean every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

### **Liabilities neither you nor we limit or exclude**

Nothing in these terms limits any liability (whether yours or ours) which can't legally be limited, including but not limited to liability for:

- Death or personal injury caused by negligence, to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977.
- Fraud or fraudulent misrepresentation.

- Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

The limitations and exclusions set out in this agreement don't apply in respect of:

- Any liability arising from your or our deliberate default.
- Your liabilities to us under clause 9 (Claims and actions against us in connection with you or your products).
- Our and your payment obligations under this agreement.

### **Types of loss you and we exclude liability for**

Except in respect of **Liabilities neither you nor we limit or exclude**, we won't be liable to you and you won't be liable to us for:

- Loss of profits.
- Loss of sales or business.
- Loss of agreements or contracts.
- Loss of anticipated savings.
- Any indirect or consequential loss.

### **Caps on your and our liability to each other**

Except in respect of **Liabilities neither you nor we limit or exclude** (which are uncapped), our total liability to you and your total liability to us is capped as follows:

- For loss arising from the other's failure to comply with the data protection provisions set out in clause 11 (Data protection obligations), the cap is £1,000
- For all other loss or damage the cap is £1000.

Payment of uncapped liabilities shall not reduce these caps.

### **Deadline for us to make claims against each other**

Unless either of us notifies the other that they intend to make a claim in respect of an event within the notice period, the other shall have no liability for that event. The notice period for an event starts on the day on which the party claiming became, or ought reasonably to have become, aware of the event having occurred and expires one months from that date. The notice must be in

writing and must identify the event and the grounds for the claim in reasonable detail.

## 9. Claims and actions against us in connection with you or your products

### Dealing with claims against us

We'll pass on to you any complaints we receive about you or one of your products as described in [How you must handle customer complaints](#). However, if anyone, including (but not limited to) a customer, any regulator, HMRC, couriers or any third party rights holder, makes a claim or takes any kind of action against us in connection with:

- Your products, their importation to the UK and their supply through the Party Portal.
- Content you have uploaded to or otherwise distributed through **our systems**, including but not limited to your supplier profile, your product listings, your communications with customers, advertising, and any omissions or inaccuracies in such content.
- Things we have or haven't done in reliance on information you have provided (or omitted to provide) to us, including our exercise of rights you have granted to us.
- Things you have or haven't done including but not limited to any breach of these terms and our policies,

(a **third party claim**), then you must, at our option and as we request, either help us defend or deal with the **third party claim** or defend or deal with it on our behalf, in each case at your own expense. If we ask you to defend or deal with a claim on our behalf, you must get our prior written agreement before settling or compromising it or attempting to do so.

### Compensation for claims against us

You must pay us an amount (calculated on a full indemnity after-tax basis) equivalent to any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and any tax liabilities or third party charges such as brokers' fees) and all interest, penalties and legal costs and all other [reasonable] professional costs and expenses (**associated liabilities**) we incur arising out of or in connection with any **third party claim**. See [When you must pay our invoices](#).

## 10. Product recall and product liability insurance

### Your and our record-keeping obligations

You and we agree to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any of any of your products from the market. These records shall include details of deliveries to customers (including delivery date, name and address of customer and telephone number and email address if available). You must also keep records of batch numbers, where appropriate.

### **Responsibility for product recall**

You are liable to customers for the product recall of any of your products. We will provide you with information we hold about customers and your products sold to them as reasonably necessary to assist you with your product recall obligations.

If we ask you to, you must give us evidence that you have promptly complied with your product recall obligations. If you don't do this within a reasonable time, we can do what we think appropriate to protect customers, including contacting customers to alert them to safety issues or recalling the product and refunding customers what they paid for it. You must cooperate with us in doing this and reimburse us all **associated liabilities** we incur in connection with any recall of your products. Clause 9 (Claims and actions against us in connection with you or your products) applies in relation to any **third party claim** that your products are unsafe.

### **We can notify customers and others about unsafe products**

We may suspend or restrict listings for unsafe products as set out in **When we'll suspend your listings or end this agreement** and notify the customers and the public of what we have done and why, by whatever means we consider appropriate. We may also include safety warnings about products as part of your product listings. We may use information from customer complaints about your products and customer reviews when assessing the safety of your products, require further information from you about the issues reported and share such information with regulatory and other governmental authorities.

### **You must have product liability insurance**

You must maintain product liability insurance covering your products for as long as they are listed on the Party Portal and for two years after they stop being listed. Such insurance must provide cover of not less than £100,000 per annum and be with a reputable insurer. You must provide a copy of the insurance policy and proof of payment of the current premium to us when we ask for it.

## **11. Compliance with the law and our mandatory policies**

### **You must comply with the law and our mandatory policies**

You must at all times when doing anything in connection with this agreement comply with:

- All applicable laws, statutes, regulations and codes from time to time in force including without limitation the CAP Code.
- Our mandatory policies on:
  - [Anti-slavery and human trafficking;
  - Corporate and Social Responsibility;
  - Anti-bribery, Anti-corruption and anti-facilitation of tax evasion;
  - Ethics; and
  - Data and Privacy.]

## 12. Data protection obligations

### How we and you treat personal data we share with each other

We'll **process** your **personal data** in accordance with our data protection policy.

We and you may share with each other the following types of **personal data** we have collected in connection with this agreement (**shared personal data**):

- Names, addresses and contact details of customers for your products.
- Information about customer orders for your products, including any personalisation requests.
- Information about customer queries and complaints in relation to orders.
- [Information about customer searches and activity on the site.]
- Information about our respective employees.
- Information about individuals working with other organisations that we or you work with.

We and you agree that we shall only **process shared personal data** which we receive from the other for the following purposes:

- Fulfilling orders for your products.
- Dealing with queries and complaints from customers about your products.
- [Marketing our products and services to customers, subject to appropriate consents to marketing being in place and in your case subject to the constraints set out in **Your communications with customers**.]

- Dealing with each other's employees and individuals working with other organisations for the purposes of operating this agreement.

Both we and you shall comply with all the obligations imposed on a **controller** under **UK data protection law**. If either we or you fail to do so, the other can end this agreement, as set out in **When we'll suspend your listings or end this agreement** and **How you can end this agreement**.

Both we and you will:

- Ensure that all necessary notices, consents and lawful bases are in place to enable lawful transfer of the **shared personal data** to the other as well as to their employees and the entities they use in connection with this agreement (**permitted recipients**).
- Give full information to any **data subject** whose **personal data** may be **processed** under this agreement about the nature of such **processing**. This includes giving notice that, when this agreement ends, **personal data** relating to them may be retained by or transferred to one or more of the **permitted recipients**, their successors and assignees.
- Not disclose or allow access to the **shared personal data** to anyone other than the **permitted recipients**.
- Ensure that all **permitted recipients** are subject to written contractual obligations concerning the **shared personal data** (including obligations of confidentiality) which are no less demanding than those imposed by this agreement.
- Ensure that **appropriate technical and organisational measures** are in place to protect against unauthorised or unlawful **processing** of **personal data** and against accidental loss or destruction of, or damage to, **personal data**. Such measures shall include, but not be limited to, those set out in our data protection policy.
- Not transfer any **shared personal data** received outside the [UK OR EEA] without ensuring that
  - the transfer is to a country approved under **UK data protection law** as providing adequate protection;
  - there are appropriate safeguards or binding corporate rules in place, pursuant to **UK data protection law**;
  - we or you (as appropriate) otherwise comply with all the obligations imposed under **UK data protection law** by providing an adequate level of protection to any **personal data** that is transferred; and

- one of the derogations for specific situations in **UK data protection law** applies to the transfer.

Both we and you shall assist the other in complying with **UK data protection law**. The things we and you will do include but are not limited to:

- Consulting the other about any notices given to a **data subject** in relation to the **shared personal data**.
- Promptly telling the other about receipt of a **data subject** rights request in relation to the **shared personal data**.
- Providing the other with reasonable help in complying with any **data subject** rights request in relation to the **shared personal data**.
- Not disclosing, releasing, amending, deleting or blocking any **shared personal data** in response to a **data subject** rights request without first consulting the other, wherever possible.
- Helping the other (at the other's cost) to respond to any **data subject** rights request and to comply with **UK data protection law** with respect to security, **personal data** breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators.
- On becoming aware of a breach of **UK data protection law** (by themselves or the other), notifying the other of it as soon as reasonably possible.
- When this agreement ends, either deleting or returning **shared personal data** (and any copies of it) received from the other, unless required by law to store it.
- Using technology compatible with the other's technology to **process shared personal data**, to ensure that transfers to or from the other don't result in inaccuracies.
- Maintaining complete and accurate records and information to demonstrate that it has complied with these provisions.
- Providing the other with contact details of at least one employee as point of contact and responsible manager for all issues arising out of **UK data protection law**, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with **UK data protection law**.

### 13. Changes to these terms and our policies

#### How we make changes to these terms

We'll let you know via email or another durable medium about any changes we're making to these terms (including the policies referred to in them), unless they're just editorial changes which don't alter the terms' content or meaning.

Normally we'll give you at least 15 days' notice before such changes take effect.

We'll give you more notice if a change we're making impacts on the way you do things, either technically or commercially (a **significant change**). For example, you might need more notice if we entirely remove a feature from the Party Portal, add a new feature or if you need to adapt your goods or reprogramme your services to continue using the Party Portal.

We won't give you advance notice if we have to make a change with immediate effect, whether for legal or regulatory reasons or to protect the Party Portal, our suppliers or our customers from fraud, malware, spam, data breaches or other cybersecurity risks.

If you list new products on the Party Portal after we have told you about any changes (other than a **significant change**), you will be deemed to have agreed to those changes and they will take effect immediately.

### **What you can do if you're unhappy about changes we have made**

If you're unhappy with any changes we tell you about, you can normally end this agreement. The exceptions are that you can't end this agreement because of a change if:

- You have listed new products on the Party Portal after being told about the change (although this will not prevent you from ending this agreement for a **significant change**).
- You have previously told us that you accept the change.

See [How you can end this agreement](#).

## **14. Other important terms**

### **Governing law and jurisdiction**

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

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

## **Impact of events beyond your or our reasonable control (force majeure)**

Neither you nor we (the affected party) shall be in breach of this agreement or otherwise liable for any failure or delay in performing their obligations if such delay or failure results from events, circumstances or causes beyond the affected party's reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for four weeks, the party not affected may end this agreement by giving fifteen days' written notice to the affected party.

## **We can transfer our rights and obligations under this agreement**

We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with (**transfer**) any or all of our rights and obligations under this agreement.

## **What happens if you want to transfer your rights and obligations under this agreement (including by using subcontractors)**

You need to get our consent before you can **transfer** any of your rights and obligations under this agreement, including by using subcontractors. You can ask us for approval using the supplier interface. Some subcontractors you may want to use (for example, some fulfilment partners) are pre-approved by us. Where you want to subcontract to someone who isn't pre-approved by us or otherwise **transfer** we can decide whether to give consent by assessing the person you want to **transfer** to, using the same criteria we use to assess new applicants to the Party Portal. If you want to **transfer** all your rights and obligations to someone else, the proposed transferee will need to apply using our [application form](#).

## **How we and you must protect each other's confidential information**

Neither you nor we (the recipient) shall at any time during the term of this agreement, and for a period of two years after it ends (for whatever reason) disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other (the discloser) or of any member of the group of companies to which the discloser belongs], except:

- To the recipient's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the recipient's rights or carrying out its obligations under or in connection with this agreement. The recipient shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the discloser's confidential information comply with this clause (**How we and you must protect each other's confidential information**).

- As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

The recipient shall not use the discloser's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement. Our confidentiality obligations to you shall not restrict our rights as set out in [Access to and use of data generated through use of the Party Portal](#).

### **Neither we nor you are bound by anything said but not included in this agreement**

This agreement (comprising these terms and the policies referred to in them) constitutes the entire agreement between you and us in relation to our services.

Both you and we acknowledge that in entering into this agreement neither of us relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Both you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

### **Informal changes to this agreement aren't valid**

Except for changes made as described in [How we make changes to these terms](#), no variation of this agreement shall be effective unless it is in writing and signed by you and us.

### **You and we can only waive our rights under this agreement in writing**

A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent right or remedy].

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

### **Invalidity of part of this agreement doesn't affect the rest of it**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

### **Only you and we have rights under this agreement**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Neither you nor we require the consent of any other person to rescind or vary this agreement.

## 15. Defined terms

Terms in bold have the following meanings

### **appropriate technical and organisational measures**

has the meaning set out in **UK data protection law**.

### **associated liabilities**

means any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and any tax liabilities or third party charges such as brokers' fees) and all interest, penalties and legal costs and all other [reasonable] professional costs and expenses.

### **controller**

has the meaning set out in **UK data protection law**.

### **UK data protection law**

means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and all other legislation and regulatory requirements in force from time to time which apply to either you or us relating to the use of **personal data** (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to either you or us.

### **data subject**

has the meaning set out in **UK data protection law**

### **insolvent**

means, in relation to either party that it has taken any step or action in connection with:

- Entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring).
- Applying to court for, or obtaining a moratorium under, Part A1 of the Insolvency Act 1986.

- Being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring).
- Having a receiver appointed to any of its assets.
- Ceasing to carry on business.
- If the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

**our systems**

means our supplier interface and the other computer systems that support, operate and comprise the Party Portal.

**permitted recipients**

means your and our employees and the entities you and we use in connection with this agreement.

**personal data**

has the meaning set out in **UK data protection law**.

**personal data breach**

has the meaning set out in **UK data protection law**.

**process**

has the meaning set out in **UK data protection law**

**processing**

has the meaning set out in **UK data protection law**

**processed**

has the meaning set out in **UK data protection law**

**significant change**

means a change to these terms which impacts on the way you do things, either technically or commercially. Examples of significant changes might be our entirely removing a feature from the Party Portal, adding a new feature or a change which means you need to adapt your goods or reprogramme your services to continue using the Party Portal.

### **shared personal data**

the following types of **personal data** we and you have collected in connection with this agreement:

- Names, addresses and contact details of customers for your products.
- Information about customer orders for your products, including any personalisation requests.
- Information about customer queries and complaints in relation to orders.
- Information about customer searches and activity on the site.
- Information about our respective employees.
- Information about individuals working with other organisations that we or you work with.

### **third party claim**

means a claim or any kind of action against us made by anyone, including (but not limited to) a customer, any regulator, HMRC, couriers or any third party rights holder, in connection with:

- Your products, their importation to the UK and their supply through the Party Portal.
- Content you have uploaded to or otherwise distributed through **our systems**, including but not limited to your supplier profile, your product listings, your communications with customers, advertising, and any omissions or inaccuracies in such content.
- Things we have or haven't done in reliance on information you have provided (or omitted to provide) to us, including our exercise of rights you have granted to us.
- Things you have or haven't done including but not limited to any breach of these terms and our policies,

### **transfer**

means assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with

### **VAT**

means value added tax chargeable under the Value Added Tax Act 1994 of the United Kingdom and legislation supplemental thereto or replacing, modifying or consolidating it and including any similar, substitute, or replacement tax on, inter alia, the supply of goods or services in the United Kingdom.

### **your materials**

means any content, data or information (including trade marks and branding) you provide to us in connection with you and your products.

### **Prohibited products policy**

You may not list for sale through the Party Portal any products which:

- Are stolen, replicas, counterfeits or unauthorised copies.
- Violate the intellectual property, confidentiality or privacy rights of others.
- Violate any laws, including those governing export control, product safety and consumer protection.
- Contain any material that is obscene or pornographic.
- You don't have authority to sell.
- It is illegal to sell.
- It is illegal to sell online.
- It is illegal to sell to persons under 18.
- Require the performance of age, identity or other checks on the purchaser, where they are sold online.