



The Spice Larder Vendor Terms (“Vendor Terms”)

Welcome to the Spice Larder. This website at www.spicelarder.co.uk (“Website”) is operated by the Spice Larder Limited (“we/us”) and your contract is with us. These Vendor Terms set out the contract that applies to your use of the Website and the service available from us. The contract is made when we accept your application to become a Spice Larder Vendor. We will do that by email. You agree to comply with these Vendor Terms and with any policies we issue from time to time.

Definitions: Certain frequently used expressions are capitalised and have the meaning set out in this paragraph. Others are defined in the text shown like this (“...”) for example (“Website”). “**Vendor**” means any person or company that sell products on the Website. “**Vendor Terms**” means these Spice Larder Vendor Terms; “**Website**” means the website at www.spicelarder.co.uk. “**Product**” means the products and services you make available for sale or sell on the Website. “**we**” or “**us**” means Spice Larder Ltd, the company providing the Website.

Application: You apply to become a Vendor by completing our registration form. You represent to us that the form has been completed truthfully. You understand that we do not make any promises or guarantees as to volume of sales, profitability or other financial or other outcomes that you may accomplish by becoming a Spice Larder Vendor. It will be up to you how many items you sell through the Website. This will also depend on the price you set, your delivery terms and charges and many other factors. We will act as your agent in selling the products that you list for sale on the Website and as such, the contract for sale of your products will be between you and each customer and not with us. This means you will be liable to the customers for the products you sell, their condition and delivery and for any complaints and refunds. We will assist you as set out in this contract but we will not be liable to the customer for the Products you sell.

Fees and Charges: You will be liable to pay to us the following fees and charges:

- One off registration fee £35 plus VAT for Vendor set up;
- A sales commission equal to 18% of the total amount payable by the customer (including VAT and delivery charges) payable monthly at the end of each month for sales made in that month;
- A 50p transaction fee per transaction. This fee applies even if the customer cancels the transaction or claims a refund. A ‘Transaction’ is defined as an order, a cancellation regardless of reason, a change of order, a refund, a partial refund payable monthly at the end of the month for transactions made in that month;
- All sums payable to us are exclusive of VAT which shall be added to our invoices where applicable;
- We will collect payment for the supply of the Products via the Website on your behalf from customers. Within 30 days after the end of each month we will send payments received in respect of your orders to you after deducting our charges and amounts payable to us. Payments will be made via BACS.

In addition, you are responsible for your own expenses such as postage, packaging, returns, refunds to name a few. We may verify your information and obtain a credit report where appropriate. We may deduct any charges and other amounts that are payable by you to us from payments we make to you. You will not divert orders away from the Website.

Duration of this Agreement. This Vendor Agreement will start on the date when we accept your application and continue until terminated by us or you as provided below. You and we may each terminate this agreement at any time after the expiry of the first 12 months on 60 days written notice. We may terminate your agreement immediately if (i) you commit a breach of this agreement and do not remedy that breach in 14 days after an email from us setting out the breach or (ii) you engage in unlawful activity, sell harmful or illegal products or expose us or customers of the Website to liability through your Products or actions. In addition, we may at our option temporarily suspend your account whilst we investigate any of the above. On termination all of your rights under this Agreement will end except that you will still have to pay us outstanding money, perform pending orders and continue to indemnify us for past actions. When this Agreement ends we shall cease to promote, market, advertise or sell your Products on the Website and the Products will be removed from the Website. You and we will collaborate to fulfil and complete pending orders. You will cease promoting your Products through the Website and cease indicating through other means of advertisement and marketing the availability of your Products on the Website. On termination of this agreement, commission shall continue to be due in relation to all sales of the Products via the Website where the sale has been concluded before the date of termination. The provisions of clause 5 (liability and indemnity) will survive termination.

Licence: You grant us a free, non-exclusive licence to use your trade marks, trade names, copyrights and other intellectual property in connection with the performance of this Agreement and the display, marketing and sale of your products and services on the Website. You warrant to us that you are the lawful owner of all such rights.

Liability and Indemnity You will indemnify us and our directors against any third-party claims, loss and damage arising from (i) your failure to comply with applicable laws; (ii) your Products and any refunds, cancellations or returns, (iii) any personal injury, death or property damage caused by you or your Products (iv) any taxes you should have paid or that relate to the sale of your Products (v) any representations you have made to customers including about your products. This does not apply to claims and losses caused by the Spice Larder through its negligence. Our liability to you is limited to £500 per year in total for all claims. Our total liability to you under this agreement is limited to £1000 for the entire contract



duration. We are not liable for indirect or consequential loss or loss of revenues or profits, loss or corruption of software or data, loss or damage to goodwill or reputation. We are only liable to you for damages suffered as a result of our wilful misconduct or gross negligence. In case of minor negligence, we are only liable for personal injury and death. You must carry appropriate insurance and provide us with evidence of that insurance.

Warranties: You represent and warrant to us that you have undertaken the required health and hygiene requirements applicable to your Products and meet all applicable ratings. You must be able to provide and are responsible for full details about ingredients, quality checks, allergen labelling and other legal and ethical requirements. You must clearly state what your Product is, the category, sell by date, price and delivery times and charges. All packaging must comply with applicable law and environmental guidelines.

VAT and Tax You are responsible for compliance with any applicable tax laws. You must pay your own taxes and file all tax returns including VAT and issue VAT invoices where required. We are not responsible for your VAT. Fees payable by you to us are quoted exclusive of VAT, which will be added.

Confidentiality We both agree to keep confidential information that we receive from the other party confidential whilst this contract is in force and after it has ended. This does not apply to information that is generally known. We act as a data controller of any customer personal data collected via the Website. You are controllers of the customer personal data that are strictly necessary to fulfil orders and may not use any such customer personal data (including contact information) for any other purpose. You must keep customer personal data confidential.

Force Majeure. We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

Relationship of Parties. Acting as Agent. You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership or employment relationship between the parties. We act as your agent when selling your Products on our Website. The contract for each purchase of your Products on our Website will be between you and the customer. We will not be a party to the contract. You will comply with the Terms and Conditions of Sale set out on the Website that form part of the contract between you and the customer. You will promptly comply with all legal and contractual obligations you have to the customer including to return, refund, repair or replace faulty Products and to honour any applicable customer cancellation rights. You will respond promptly to any customer complaint that we notify to you and comply with our complaints handling policy. This may include a requirement to offer the customer additional accommodation beyond what is legally required. This includes sending out a replacement for a missing order regardless of cause and a 30 days no quibbles refund option. We have authority to settle claims of up to £25 on your behalf and deduct the claim amount from any funds we hold for you. As between you and us, you will be solely responsible to the customer for the products and services you sell and advertise on the Website.

Modification We will provide at 2 weeks advance notice for changes to the Agreement. If you continue to use the Website after we have told you about a change, this constitutes acceptance of the change. If you do not agree the change, you have the right to terminate. If any provision of this Agreement is unlawful, void, or for any reason unenforceable this will not affect the validity and enforceability of any remaining provisions.

Security: Passwords that we issue must only be used for legitimate purposes. You must ensure that passwords are kept secure. Don't disclose your passwords to others. If your password is compromised, you must immediately tell us and change your password. Any actions taken by someone using your password are your responsibility.

Suspension/Stopping a Sale: We have the right to stop an order or a sale or suspend your use of the Website if any of your Products are illegal, not as described or where you receive repeated negative feedback or a high number of complaints or if you fail to honour your legal obligations.