

Furnish.co.uk Limited Terms & Conditions

1. Terms & Conditions

These conditions shall apply to all contracts between you ('the Seller') and Furnish.co.uk Limited ('Furnish.co.uk') relating to the placing of orders via the website of Furnish.co.uk by any third parties ('the Customer') or resulting from the mere referral by Furnish.co.uk of a Customer or prospective customer, and these conditions shall operate to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sales offer or similar document. Despatch or delivery of goods by the Seller to the Customer, or alternatively acceptance of a referral from Furnish.co.uk to the Seller shall be deemed conclusive evidence of the Seller's acceptance of these conditions.

2 Appointment of Furnish.co.uk

- 2.1 The Seller appoints Furnish.co.uk with immediate effect to be its non-exclusive agent for the sale of the Seller's products ('the Products') until terminated by either party giving the other, in writing, not less than three months' notice and no earlier than six months from the date when the Products were first listed on www.furnish.co.uk ('the Website'). In the event that the Seller shall at any time wish to terminate this Agreement earlier than this date or where Furnish.co.uk must remove the Sellers' products from the Website in accordance with clause 3.2 the Seller shall pay to Furnish.co.uk a compensation payment sum equal to the remuneration it would have paid to Furnish.co.uk had its Products been listed for the full duration of the notice period calculated on a pro rata basis using the previous three months of remuneration or, in the event that three months of data is not available or at the sole discretion of Furnish.co.uk, a sum equal to £10 per day up to the date when the

Agreement should have terminated had the notice period been served in full.

- 2.2 Neither the Seller nor Furnish.co.uk may during a notice period of termination of this Agreement act in any manner that may negatively prejudice the sales of the Products listed on the Website including but not limited to changing the number or selection of Products listed or their description, price or imagery outside of any normal day-to-day changes that would have been made in good faith had there been no notice of termination.
- 2.3 Furnish.co.uk operates to an agency model and the contract for the sale of the Products shall be between the Seller and the Customer, and Furnish.co.uk shall have no contractual liability to the Customer or the Seller in respect of the Products.
- 2.4 Products and other items sold through the Website are not an offer by Furnish.co.uk to sell any product or item, but an invitation to third parties to make an offer to the Seller. The Seller is free to accept that offer from such third parties or to reject it. If the contract is confirmed, the Seller shall send the Customer an e-mail confirming this which shall include the selling price of the Products, and shall communicate the same information to Furnish.co.uk via the Seller administration area of the Website.

3 Rights and duties of the Seller

- 3.1 The Seller must act in good faith towards Furnish.co.uk.
- 3.2 The Seller must provide Furnish.co.uk with the necessary information and imagery relating to the Products ('Product Data') and necessary for the performance of its duties under this agreement. The Product Data must be identical or substantially similar to the product data published by the Seller on other

mediums such as the Seller's own website and must not in any manner such as through pricing strategies or product description wording encourage Customers to purchase the Products directly from the Seller or the website of the Seller or from the Seller's agents or retailers after having first found the Products on the Website. The Seller shall facilitate Furnish.co.uk's access to Product Data through one of the following methods, the choice of which shall be at Furnish.co.uk's sole option:

- (a) The Seller shall permit Furnish.co.uk to automatically scan the Seller's website at regular intervals to obtain the information needed. Should the Seller intend to implement any substantial design or structural change to its website, then it must provide Furnish.co.uk with at least two weeks' prior notice;
- (b) The Seller shall provide a data file in a format supported by Furnish.co.uk containing the Product Data; or
- (c) The Seller shall log in to the Website and manually enter the Product Data.

If the Seller provides incorrect or erroneous Product Data or fails to notify Furnish.co.uk of website alternations in accordance with sub-clause (a) above, then Furnish.co.uk may remove the Seller's products from the Website pending satisfactory resolution of such default.

- 3.3 Where Customer orders are taken on the Website, the Seller undertakes to log in to it and update the status of Customer orders in a timely and accurate manner.
- 3.4 The Consumer Rights Act 2015, The Supply of Goods and Services Act 1982, The Sale and Supply of Goods Act 1994 and

The Sale and Supply of Goods to Consumers Regulations 2002 (jointly 'the Acts') impose obligations on sellers for goods to conform to contract, to be as described and to be of satisfactory quality. The Seller shall comply with all its obligations under the Acts and shall make no charge for the return of Products rejected over any issues relating to any failure to conform to contract.

- 3.5 All orders for Products placed on the Website by Customers who are consumers automatically subject the Seller to the Consumer Contracts Regulations 2013 ('CCR'), and the Seller shall comply in all respects with the CCR when dealing with such consumers, which include but are not limited to the Seller's obligations to:

3.5.1 e-mail a written confirmation of the transaction and its terms to the consumer, including those relating to cancellation rights, complaints procedures and returns. The Seller acknowledges that terms merely contained in the Seller's website are insufficient for such purpose;

3.5.2 effect delivery within the stated delivery time unless otherwise agreed with the consumer.

- 3.6 The period in which the Seller shall permit all consumers, subject to 3.7 below, to reject Products for reasons other than those relating to any failure to conform to contract shall be 14 days from the date of delivery to the Customer, and the Seller shall incur any and all liabilities that may arise as a result of complying with this mandatory policy. For the avoidance of any doubt, the Seller shall be entitled to contract with the Customer for the Customer to pay the reasonable cost of return carriage of rejected Products provided such rejection is not related to any failure of the Product to conform to contract. Alternatively, the

Seller shall provide the Customer with a physical address in mainland England, Wales or Scotland that the Customer can use to return rejected Products. The Seller shall not charge the Customer for returning a product that does not conform to contract nor shall the Seller charge the Customer a restocking fee for any Product rejected. Under no circumstances shall Furnish.co.uk incur any liability in connection with rejected or returned Products, other than the refund of commissions due under this agreement.

- 3.7 Where the Customer is a third party business and not a consumer, the Seller shall be under no obligation to permit the Customer to reject Products for reasons other than those relating to any failure to conform to contract.
- 3.8 The Seller shall be entitled to reclaim any commission debited by Furnish.co.uk in accordance with clause 4.11 hereof in respect of Products rejected by the Customer.
- 3.9 The Seller shall provide the Customer with a guarantee of at least one year offering a free replacement of the Product or a full refund in respect of any defects in materials or in the manufacture of the Product.
- 3.10 The Seller shall provide Furnish.co.uk with a copy of its returns policy so Furnish.co.uk may verify compliance with the terms of this agreement.
- 3.11 The Seller warrants that it holds Stripe or similar merchant facilities as specified by Furnish.co.uk. For this purpose the Seller agrees to set up and use such facilities in accordance with instructions provided by Furnish.co.uk which may change from time to time and which may include processing all online sales

emanating directly from the Website through such facilities and automating electronic transfers of commission and other payments to Furnish.co.uk. The Seller agrees to provide Furnish.co.uk with sufficient access to such facilities and information relating to its Stripe account as well as any necessary snippets of computer code generated by Stripe for the purpose of processing orders through the Seller's Stripe account and conducting electronic transfers in accordance with this agreement. Any charges levied by Stripe to the Seller shall be borne by the Seller.

3.12 The Seller must inform Furnish.co.uk immediately in the event of supply difficulties, price alterations or alterations of the terms of business to be issued to the Customer.

3.13 The Seller must process all Customer personal data in accordance with the General Data Protection Regulation (GDPR). This includes but is not limited to:

- (a) taking all appropriate technical and organisational measures to ensure the security of the personal data,
- (b) ensuring that those people processing the personal data are subject to a duty of confidence,
- (c) deleting all personal data from its records once the data is no longer reasonably required in order to fulfil or provide a warranty for the Customer order unless required to retain the data by law,
- (d) assisting Furnish.co.uk when requested to do so in meeting its GDPR obligations,

- (e) notifying Furnish.co.uk immediately on any suspected personal data breaches or requests to infringe the GDPR, and
- (f) submitting to audits and inspections when reasonably requested by Furnish.co.uk.

3.14 The Seller shall neither utilise nor pass on any of the details of the Customer which it obtains from Furnish.co.uk other than for the purposes of effecting delivery of the Products, and shall only utilise or pass on the minimum personal data necessary to fulfil its obligations under this Agreement. In particular the Seller shall neither capture nor exploit any Customer details for marketing purposes. Where the Seller passes on personal data for purposes of effecting delivery, it shall obtain a prior commitment of confidentiality from the data recipients in accordance with Article 28 of the GDPR and shall provide full details of the data recipients to Furnish.co.uk and tell Furnish.co.uk in advance of any changes it intends to make to the data recipients, such that Furnish.co.uk has the opportunity to object in the event there is reasonable evidence of non-compliance with the GDPR by the intended data recipient. The Seller shall incur any and all liabilities that may arise as a result of non-compliance with the GDPR by its staff or third parties engaged by the Seller in relation to this Agreement and indemnifies Furnish.co.uk against all such liabilities.

3.15 Furnish.co.uk may elect at its sole option to list on the Website only those Products it deems suitable for inclusion and to provide alternative or additional text and images for Products listed on the Website as it deems necessary for marketing purposes.

- 3.16 The Seller shall permit Furnish.co.uk to list the same Product delivery options and locations as those offered by the Seller on the website of the Seller or elsewhere.
- 3.17 The Seller shall provide Furnish.co.uk and the Customer with a manned contact telephone number and a contact email address. The Seller shall make all reasonable efforts to answer telephone calls between 9am and 5pm on Monday to Friday and to respond to emails within 3 working hours.
- 3.18 The Seller shall organise insurance throughout dispatch and delivery of the Product to the Customer for an amount equal to the full purchase value of the Product.
- 3.19 The Seller warrants that where a Product has limited availability such that only a limited number of the Product are in stock or due to arrive in stock, sales emanating from the Website will be fulfilled before sales emanating from any other sources, including but not limited to the Seller's own website.
- 3.20 The Seller must use all reasonable endeavours to fulfil Customer orders.

4 Rights and duties of Furnish.co.uk

- 4.1 During the term of this agreement Furnish.co.uk must diligently and faithfully serve the Seller as its non-exclusive agent. Furnish.co.uk must use its reasonable endeavours to promote the sale of those Products it elects in its sole discretion to market on the Website.
- 4.2 In all negotiations with prospective Customers, Furnish.co.uk must disclose that it is acting as agent of the Seller.
- 4.3 Upon receipt by Furnish.co.uk of any order for the Products Furnish.co.uk must immediately transmit the order to the Seller

which, if the order is accepted by it, must execute the same by supplying the goods direct to the Customer.

- 4.4 Furnish.co.uk must not in any way pledge the credit of the Seller or hold itself out as having the right to do so.
- 4.5 Furnish.co.uk must not make any representations in respect of the Products or provide any warranty or guarantee in respect of the Products other than those already provided by the Seller.
- 4.6 The Seller must from time to time provide Furnish.co.uk with accurate and up-to-date information about the Products.
- 4.7 The Website will not always necessarily prevent users from making impossible, erroneous, fraudulent or flawed purchases and if this kind of purchase is attempted or made then Furnish.co.uk shall not be under any liability to the Seller.
- 4.8 Furnish.co.uk shall make reasonable endeavours to ensure it corrects errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that is required in operating the Website there may be times when obvious errors occur. For example, very occasionally, this may result in a price, product or detail displayed or presented on the Website being incorrect. In this case Furnish.co.uk reserves the right to cancel that contract without liability to the Seller or to Furnish.co.uk.
- 4.9 Furnish.co.uk must not enter into any contract or incur any debt or other obligation on behalf of the Seller unless previously so authorised in writing by the Seller.
- 4.10 Furnish.co.uk is not authorised to enter into any compromise or agreement with any of the Customers in relation to the Products on behalf of the Seller unless previously so authorised in writing

by the Seller, with the exceptions of (a) offering 'trade' discounts to Customers based on criteria previously authorised in writing by the Seller and (b) offering discounts to Customers such that the discount results only in a reduction of the Commission paid by the Seller to Furnish.co.uk and does not result in any reduction of remuneration paid to the Seller.

4.11 If, following delivery, a Customer rejects the Product which results in the Seller refunding the Customer, Furnish.co.uk shall, where the Product is not the subject of a dispute and where the Seller has no other means of recovering the refunded amount and subject to clause 5.7 hereof, refund to the Seller its Commission or proportion of its Commission due in respect of such delivery upon receipt of copy documentation evidencing such refund. For the avoidance of doubt, where a Customer rejects all or part of an order after a Product or Products within that order are delivered damaged or faulty, Furnish shall charge the Seller the full Commission on all rejected Products, as the Seller is expected to have the means to recover the refunded amount from the party responsible for the damage or fault.

4.12 Furnish.co.uk must not bid on trademarks of the Seller to gain preferential listings on paid internet search engines, that may artificially draw away any traffic or visitors from the Seller's website, unless expressly otherwise agreed in writing.

5 Commission and referral payments

5.1 The remuneration of Furnish.co.uk for sales emanating from the Website shall be that percentage of the gross sale price ('the Commission') most recently communicated to the Seller in

Furnish.co.uk's scale of charges, which may vary from time to time.

- 5.2 The Seller shall be liable to Furnish.co.uk for such set-up fees and monthly charges as are listed in the scale of charges of Furnish.co.uk from time to time.
- 5.3 For the avoidance of doubt, a Customer order emanating from the Website is deemed to include orders that are paid by the Customer using a credit or debit card, or using other such payment facilities made available by Furnish.co.uk that may involve one or more intermediary companies such as Paypal or other merchant payment providers, retail finance companies or companies allowing the Customer to pay using a bank transfer, or where the order is entered on the website by an authorised representative of Furnish.co.uk on behalf of a Customer where the Customer has requested the order is made via the telephone or email.
- 5.4 A Customer order emanating from the Website is also deemed to include all commercial transactions entered into by the Seller or its agents or retailers where the transaction is mainly attributable to the efforts of Furnish.co.uk, including sales that take place outside of the Website or during or within a reasonable period after the termination of this agreement.
- 5.5 The Commission shall become due and payable within seven days of the Seller receiving payment for it, notwithstanding that delivery may not have been made.
- 5.6 The Commission shall not be payable if the contract between the Customer and the Seller is not executed and this is not due to circumstances for which the Seller is responsible. Any

Commission already paid but not payable to Furnish.co.uk must be refunded to the Seller.

5.7 Where a Customer order is taken on the Website and the Seller fully or partially refunds the Customer due to circumstances for which the Seller is responsible, the Seller shall be liable to Furnish.co.uk for the Commission as follows:

5.7.1 Where the reason for the refund is due to inaccurate information about the Product being displayed on the Website or failure of the Seller to perform its duties under this agreement, Furnish.co.uk shall be entitled to at its sole discretion charge the Seller 25% of the Commission calculated on the gross price of the original Customer order.

5.7.2 Where the Seller repeatedly or flagrantly misrepresents the Product on the Website or where the Seller repeatedly or flagrantly fails to perform its duties under this agreement or where the Seller fails to meet its legal obligations under the Acts or the CCR or where the Seller fails to correct inaccurate Product information on the Website after being requested to do so by Furnish.co.uk, and the Seller subsequently issues a full or partial refund to the Customer, Furnish.co.uk shall be entitled to at its sole discretion charge the seller the full Commission of the original Customer order.

5.7.3 Where the Seller refunds the Customer as a goodwill gesture without being required to do so under the terms of this agreement, the full Commission of the original

Customer order shall be payable by the Seller to Furnish.co.uk.

5.7.4 Where the Seller chooses to cancel all or part of an order without having made reasonable endeavours to fulfil the order and without a valid reason agreed with Furnish.co.uk, the full Commission of the original Customer order shall be payable by the Seller to Furnish.co.uk.

5.7.5 Furnish.co.uk shall be under no obligation to refund any Commission to the Seller after the termination of this agreement.

5.7.6 The Seller shall provide Furnish.co.uk with evidence of the reason for any refund on the request of Furnish.co.uk. Any Commission already paid but not payable to Furnish.co.uk must be refunded to the Seller.

5.8 All payments due from Furnish.co.uk to the Seller shall be made via Stripe or such other account or merchant facilities as Furnish.co.uk may direct from time to time, or Furnish.co.uk shall instead at its sole discretion opt to reduce Commission payments on subsequent Customer orders to the value of the total payment due.

5.9 All payments due from the Seller to Furnish.co.uk shall be made via Stripe or such other account or merchant facilities as Furnish.co.uk may direct from time to time, net of any charges that may relate to such mode of payment.

5.10 Any failure on the part of the Seller to make any payment due to Furnish.co.uk in accordance with this agreement may result in

the suspension of the Seller's account, without prejudice to any other rights and remedies available to Furnish.co.uk.

- 5.11 Where the Seller fails to make payment due to Furnish.co.uk within the time period specified in this agreement, a fixed debt recovery compensation cost and statutory interest shall be charged in accordance with the Late Payment of Commercial Debts (interest) Act 1998.

6 Termination

In case of termination of this agreement the Seller indemnifies Furnish.co.uk in accordance with the statutory provisions applicable to commercial agents in the United Kingdom.

7 Intellectual property rights

- 7.1 The Seller grants Furnish.co.uk a non-exclusive, royalty-free, worldwide licence to use the trade marks, trade names, copyrights and designs relating to the Products ('the Intellectual Property') and any imagery supplied or referenced by the Seller in original or a modified form in any way for an unlimited time with a view to procuring orders.
- 7.2 Furnish.co.uk acknowledges that it has no rights in or to the Intellectual Property, and agrees that it shall not do or omit to do anything by which the goodwill and reputation associated with the Intellectual Property might be diminished or jeopardised.

8 Miscellaneous

- 8.1 Any indulgence granted by the Seller to Furnish.co.uk or vice versa in respect of the performance by the parties of their respective obligations under this agreement or any neglect or failure by the parties to enforce any of the terms of it shall not be

construed as a waiver or variation of this agreement or otherwise prejudice any of the parties' rights under it.

- 8.2 No variation of this agreement shall be of any effect unless made in writing and signed by the Seller and by Furnish.co.uk.
- 8.3 This agreement is personal to the Seller and Furnish.co.uk and may not be sub-contracted or assigned by either party. Neither shall any third party be entitled to derive rights or benefits under it pursuant to the terms of the Contracts (Rights of Third Parties) Act [1999].
- 8.4 This agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.