

TERMS AND CONDITIONS OF TRADE

Use of our website and the purchase of goods from the website is governed by our Terms and Conditions of trade (including a Privacy and Security statement) as detailed on the StuffedBags website at <http://www.stuffedbags.co.uk> and by trading with us as a merchant you agree to accept and comply with these. If you require additional terms and conditions of sale we will agree these with you.

DISCLOSED AGENT

StuffedBags acts as disclosed agent in the sale of goods which are supplied by you directly to our customer. The contract of sale then exists between you and the customer.

SUPPLY AND MAINTENANCE OF PRODUCT DATA

Product data must be supplied in our format, as specified in the Product Data specification. It is your responsibility to ensure your product descriptions, pictures, information and prices are accurate. This includes ensuring you have any relevant licenses to sell branded goods and that branded goods are the genuine article. In order to ensure we are competitive, prices must be the same as on your own website and must not be inflated to cover the agreed commission. Your company name/website name/direct telephone numbers or direct email addresses must not be featured in any product text or image. You are responsible for keeping products up to date and for removing items no longer available. You can resubmit your entire product data CSV file when changes are required or update your products online.

ORDER PROCESS

All requests for orders are processed by us and notified to you for fulfillment. Although order requests are accepted by StuffedBags and we maintain the right to decline requests without giving an explanation, we expect our merchants to fulfill orders except in exceptional circumstances when we should be advised immediately. The order request process is automated, making it simple for both yourselves and the customer:

You receive an email from us telling you an order has been placed.
Log onto our secure server to get the order details.

YOU take the payment and dispatch the goods as soon as possible (normally within 3 working days).

Log onto our secure server to indicate the goods have been dispatched and enter the courier and tracking number where available.

Please note: we may occasionally carry out test orders to ensure the system is operating efficiently. These will be highlighted to you as test orders to ensure that you do not fulfill the order.

AVAILABILITY OF GOODS

All goods are sold subject to availability. Where goods are out of stock you must update the order with the intended date of dispatch. Where goods are unavailable you must contact the customer and to offer the customer a choice of a refund, having it shipped when it is back in stock or selecting an alternative product. If an alternative product is selected which is a different price you will need to cancel the order and create a new one for the alternative goods.

DELIVERY

Goods must be delivered to the delivery address given on the order. All orders should be dispatched within 3 working days by the appropriate shipping service level requested on the order. On dispatch you must advise us by logging on and updating the order with the dispatch information (including the courier and tracking number where available).

RETURNS AND REFUNDS

You must comply with the Consumer Protection (Distance Selling) Regulations 2000 which gives customers the right to a cooling off period where they may cancel and return the goods to yourselves within 7 working days from receipt of the goods and receive a full refund within 30 days of cancellation. It is, however, the customer's responsibility to take care of the goods before returning them, and to return them in a state in which they can be resold. You do not have to accept cancellation or return of:

- Fresh / disposable / perishable goods (e.g. flowers or fresh foods)
- sealed audio / video recordings or computer software which has been opened
- goods made to the customer's personal specifications

Unless the goods are defective, damaged or not as specified on the order the customer is responsible for the cost of returning goods to you. We recommend they use a 'recorded delivery' service. On receipt of the goods you must notify us immediately and arrange a refund for the customer. Merchants are responsible for any charge backs.

COMMISSION

We will charge a non-refundable commission for every order request processed, at the rate agreed when you joined StuffedBags or amended subsequently, on the sales price (excl VAT and delivery) of all sales made. Commission is calculated weekly or 2-weekly in arrears and is charged to your credit card. For those merchants unable to pay by credit card, commission is payable immediately on receipt of invoice. Commissions are subject to VAT.

COMPLAINTS

We have an effective complaints procedure in place for our customers and we expect prompt and effective co-operation from yourselves when we are investigating any complaints where you may be involved.

DATA PROTECTION

All merchant and product data will be held and used in accordance with the Data Protection Act 1998. Relevant sections will be displayed in the 'Merchant Info' section on the website and we will endeavour to keep sensitive information (e.g. your account details) confidential and not disclose them to any third parties.

TERMINATION

We constantly monitor the performance and suitability of all merchants and their products, and reserve the right to suspend or remove your products from our database at any time due to failure to comply with any requirements or terms and conditions. You may request in writing that your products be removed and we will ensure this is actioned within 7 working days.

MISCELLANEOUS

The company makes no representations or guarantees with respect to the potential commercial success of your product sales. We reserve the right to refuse to include your products without reason being given.

PROMOTION WITHIN THE SITE

Our marketing department will endeavour to promote your products/Special Offers to maximum effect. However, all products and banners featured on promotion pages are at the complete discretion of StuffedBags.