

Perthshire Artisans Summary Terms & Conditions - From January 2024

Perthshire Artisans is a curated platform delivered by GrowBiz providing a marketing and selling portal for local makers and artists and a collective brand. The site will provide a range of outsourced services across two main areas

- Promotion
- e-commerce

Creatives will apply to become Subscribers at varying levels of service based on their needs. This subscription will be payable monthly.

Perthshire Artisans is part of Smart Village Scotland powered by GrowBiz, a charity which provides community-based enterprise support.

These terms and conditions are provided for information around the *Perthshire Artisans Membership options available for Applications received in 2024.* Detailed terms & conditions will be provided for review and agreement for successful applicants prior to entering into an agreement for the delivery of services.

<u>Services</u>

The Subscribers appoint Perthshire Artisans to provide marketing and promotional website space, to take and advise Artisans when orders placed through the Subscribers' Perthshire Artisans web pages, pass on any monies received for orders placed, as well as maintaining appropriate records of order activity and financial transactions.

Marketing Services

The products or services shown or promoted on the Subscriber's web pages must not be offered in contravention to any UK or International law or deemed to be against the public morality or deemed inappropriate by *Perthshire Artisans* or others.

No warranty, guarantee, authentication, or approval is given or implied by Perthshire Artisans for the products or services promoted on the Subscribers' *Perthshire Artisans* web pages to customers or anyone viewing the Subscriber's web pages or information.

Perthshire Artisans reserves the right to remove or have removed any information, text, material or product of other information uploaded if deemed to be inappropriate or which is deemed to be contrary to the aims and objectives of Perthshire Artisans.

Sales Service

The Subscriber must confirm the detail of all listed products in an inventory sheet which will be maintained by *Perthshire Artisans*

The Subscriber is responsible for setting the selling price for each item on its *Perthshire Artisans* web pages, including costs for UK postage and packing. Overseas postage and packing prices will be requested from the Subscriber as required.

The Subscriber is totally responsible for the fulfilment of the order placed through the Perthshire Artisans website and the compliance with any legal or other requirements.

Perthshire Artisans does not take any responsibility for loss, damage to goods in transit or their non-delivery.

Purchase and ownership of any piece of listed product does **NOT** include any Intellectual Property Rights associated with the consigned product. Any and all such Intellectual Property Rights remain the property of the creator.

Subscription

Subscriptions begin on the1st of the month as advised upon a successful application and are non-transferable.

The rate to be paid will depend upon the subscription level selected by the Subscriber. The details of what each Subscription level offers is given in the Appendix 1.

Payment

Payment of subscription

The monthly subscription rate for subscription will be per calendar month and paid in advance in accordance with the Payment Terms on the 1st of the calendar month.

The rate to be paid will depend upon the subscription level selected. The details of what each subscription level offers can be seen in Appendix 1.

The initial subscription period will be six calendar months after which the subscription will be automatically renewed on a calendar month basis unless or until notice of termination has been received.

Subscribers can change their subscription level and associated resource benefits at any time after the first calendar month by advising the Perthshire Artisan Administrator in writing giving at least one calendar month notice and amending their monthly direct debit accordingly.

Payment of Sales

Payment for sales through Perthshire Artisans website are processed twice monthly (sale amount less PA sales commission and card processing fees) for any sale fulfilled between 1-15th of the month will be made on or around the 30th of the month. Payment for any sale fulfilled between 16th - month end will be made on or around the 14th of the following month. Should any item be returned/refunded, this will be handled on a case by case basis. Payment will be made into the account details provided in your signed contract, and a sales transaction statement will be emailed to you within 48 hours of payment for your records.

Perthshire Artisans powered by GrowBiz; Trading as Perthshire Artisans; Bank of Scotland House, Union Street, Coupar Angus, Perthshire, PH13 9AE

Termination

Termination of the Subscription by the Subscriber, can be made at any time after the first six calendar months of subscription by giving at least one calendar month notice to the Perthshire Artisans Administrator in writing.

Termination of the Subscription can be made at any time at its discretion and for whatever reason deemed appropriate such as but not limited to infringement of any of the terms contained within the Agreement, failure to pay subscription on time, etc.

Notice to terminate will be given in writing by the Perthshire Artisans Administrator outlining the reason for notice to terminate, giving at least one calendar month notice UNLESS the reason for termination is considered by Perthshire Artisans a serious breach of any one or more terms of the Agreement such as but not limited to, display of inappropriate material or products or services or incorrect information which has not been corrected at the behest of Perthshire Artisans Administrator.

Dispute Resolution

Should there be any cause for dispute regarding anything relating to the services or the operation of *Perthshire Artisans*, written details of the reasons for the dispute should be made in the first instance to GrowBiz addressed to The Perthshire Artisans Administrator, Bank of Scotland House, Union Street, Coupar Angus, Perthshire, PH13 9AE

Data Management

Perthshire Artisans will only retain such information as it requires of Subscribers' details to administer the subscription and will not pass those details on to any third party and will not retain any data from those visiting the Subscribers' pages or within.

Any data retained will be in compliance with GDPR legislation. It is the responsibility of the Subscriber to ensure that they comply with all GDPR legislation from those directed to the subscriber's own website via *Perthshire Artisans*.

<u>Brand</u>

Perthshire Artisans will be a curated platform with a strong emphasis on the brand in the broadest sense. The vision is to support a group of like-minded artisans with a shared ethos and positioning in the market. To ensure all Subscribers can gain maximum value from this collective brand, it will be expected that Subscribers will follow:

- Brand guidelines
- Code of practice

Appendix 1

Perthshire Artisans Membership Packages - From January 2024

ISLA	EARN
 No joining fee Perthshire Artisans Directory Listing Detailed Artisan Profile Page Rural Enterprise Directory Scotland (REDS) Membership 4 free listings** on Workshop Calendar p.a. GrowBiz Enterprise Support Named + images in generic Perthshire Artisans social media channels Access to Perthshire Artisans shared online forum/learning space Up to 15 products listed*** 10% Sales commission fee Transaction fees based on payment processor rate at time of sale Artisan responsible for P&P on all sales 	 No joining fee Perthshire Artisans Directory Listing Detailed Artisan Profile Page Rural Enterprise Directory Scotland (REDS) Membership Unlimited listings** on Workshop Calendar p.a. GrowBiz Enterprise Support Named + images in generic Perthshire Artisans social media channels Access to Perthshire Artisans shared online forum/learning space Up to 30 products listed*** No% Sales commission fee Transaction fees based on payment processor rate at time of sale Artisan responsible for P&P on all sales
*Minimum 6 months membership, thereafter a 30 day notice period applies	

*Minimum 6 months membership, thereafter a 30 day notice period applies **Subsequent workshop listings available at £10 per workshop ***Minimum item price of £10, at least 1 listed product to be exclusive to Perthshire Artisans + all listed products available at same price as own website/other online selling platforms