

AND SO TO SHOP

THE INDIE MARKETPLACE

Terms of Use

Definitions and Notification of Changes

By using the andsotoshop.com website [“And so to Shop”] and all sub-domains, which are a service of And so to Shop you are agreeing to be bound by the following terms and conditions [the Terms of Use” or “The Agreement”].

And so to Shop may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by And so to Shop. Your continued use of andsotoshop.com after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

General Terms

1. You must be 18 years of age or older or you will not be able to enter into a legally binding contract to buy or sell via And so to Shop.

1.2. If you register membership as a business [as a sole trader or partnership] on And so to Shop you must guarantee that you personally have the authority of the business to agree to the terms of use.

1.3. These terms shall be governed by and interpreted in accordance with the law of England and Wales.

Behaviour

2. You must not use And so to Shop for any illegal or unauthorised purpose and you agree to comply with all ‘local’ laws regarding online conduct and acceptable content .

3. You must not breach any laws, sell any counterfeit items or otherwise infringe the copyright, trade mark or other rights of third parties.

4. You must not threaten, intimidate, harass or otherwise abuse any other And so to Shop user.

5. You are responsible for maintaining that the content you submit is your own and is not owned by others.

6. You are solely responsible for your behaviour and conduct on And so to Shop including use of all content and data, images [graphics and photos], audio and video clips, links and text [such as conversations] that you post to the And so to Shop website.

7. You must not modify, adapt or ‘hack’ And so to Shop or seek to create another website or communication to users that implies it is associated to And so to Shop.

8. You must not produce unwanted communications [spam] to other users of And so to Shop.

9. You are responsible for keeping your password secure.

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10. You must not transmit or seek to transmit any viruses or worms or any code that seeks to alter the behaviour of the And so to Shop site or that is in any way destructive.

Liability

11. Under no circumstances will And so to Shop be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of And so to Shop regardless of the form of action.

Goods for Sale - Handmade

12. If you seek to sell products then all goods sold as “handmade” must be deemed not to have been produced through “mass production” methods and must be the original design or produce of the seller. See Indie Policy for our policy on what is allowed for sale.

13. You must not list prohibited items – for a list of such items please refer to Restricted items And so to Shop reserves the right to change this list at any time and without notice.

Content and Copyright

14. You [“the user”] in using And so to Shop allow And so to Shop the right to re-use, edit, modify, re-purpose and re-publish the content. “You” retain rights over copyright of all such content yet provide a license for And so to Shop to use this content both on and offline in perpetuity.

15. You must not post, list or upload false, inaccurate, misleading or defamatory content (including personal information).

16. You must not copy, modify, or distribute And so to Shop’s copyrighted works or trade marks, or other content from the Site, without our express consent.

17. And so to Shop may change or remove content (“content” includes, for example, items, item descriptions, and other information on the site) and accounts containing content that And so to Shop determines to be unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party’s intellectual property, the Terms of Use, the Privacy Policy or other policy documents and community guidelines as posted on And so to Shop.

18. By submitting your content you grant And so to Shop a perpetual, royalty-free, non-exclusive, right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the The Privacy Policy. This will enable us to reproduce your work for the purposes of marketing the service and your work [for example: ‘adverts’; blog posts; printed and web related marketing material; books etc.].

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19. Your content must be your own original work which you have the right to make available and is not defamatory, does not infringe any law and indemnify And so to Shop against all legal fees, damages and other expenses that may be incurred by And so to Shop as a result of your breach of the above warranty.

Sales and Returns

20. You must pay for items purchased by you, unless the seller has made a clear typographical error or you cannot authenticate the seller's identity. You and you alone are liable for paying the seller if you commit to buy an item. Please refer to the [Sales and Returns Policy](#).

21. You must post items purchased from you after receipt of payment in the time frame specified in the listing unless you cannot authenticate the buyer's identity in which case you must notify And so to Shop staff via email.

22. You must be able to form a legally binding contract of sale to be a member of And so to Shop. This restricts membership to those of 18 years of age.

23. You must pay for all shipping costs involved in returning a non-faulty item, including the original cost of shipping the item to you.

Data and Privacy

23. You must not collect information about users, including email addresses, without their express consent.

24. You must not hold multiple accounts in order to sell the same goods as this constitutes 'spam' and unfair manipulation of the And so to Shop service.

25. You must not solicit for new business on And so to Shop or use And so to Shop to send unsolicited communications except to ask or inform others about And so to Shop business (items, postage etc.). Any such action will result in your account being deleted and possible action taken with your company or ISP (internet service provider).

26. You must agree to the terms of the [The Privacy Policy](#).

Changes to the Service

27. And so to Shop retains the right to terminate or change the service for any reason at any time without notice.

28. And so to Shop retains the right to modify the Terms of Use at any time. And so to Shop will inform registered users by email and through the site blog of any changes to the Terms of Use.

29. And so to Shop retains the right to refuse service to anyone at any time and to terminate accounts if in breach of the Terms of Use.

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Marketing and Linking

30. You shall not link out from And so to Shop to your own shop or other selling platform. And so to Shop is to be primarily used as a platform for selling and not as a lead generator / marketing platform for your own site or other services and platforms.

Fees

31. You agree to pay the fees set out in our [The Fees Policy](#).

Policies

32. The Terms of Use covers acceptance of the following discrete policies:

[The Fees Policy](#)

[The Privacy Policy](#)

[Sales and Returns Policy](#)

[Indie Policy](#)"What Can I Sell on And so to Shop?"

[Community Policy](#)

If you break the above terms then your account will be suspended and possibly terminated. And so to Shop seeks to promote legal activity and well behaved conduct on its site however, you understand and agree in using the site that And so to Shop is a 'place' and is not responsible for the content posted on the site and that you may be exposed to content and behaviour that contravenes the above Terms and as such you use the And so to Shop service at your own risk.

If you have any questions relating to our Terms of Use or suggestions on how to improve them please contact us via email at louise@andsotoshop.com.

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The Fees Policy

There are no listing fees at And so to Shop. Listings do not have an end date so will run as long as you wish them to.

1. Subscription - And so to Shop packages are available to view at [Sell at And so to Shop](#). Payment amount is payable by a single debit payment/6 monthly/yearly/monthly direct debit and is non-refundable after you have listed an item or been listed in our Directory (i.e. once the service has commenced) or after 7 calendar days, whichever is soonest.

On paying this amount you are entitled to list your items for sale in And so to Shop, and have your items promoted via our social media. You will receive a Welcome Pack within 14 days.

You can cancel your subscription by giving And so to Shop written notice via email 14 days prior to when you want your subscription to end. Payment will be taken to include the 14 days notice period.

2. Commission Fees

Commission amount is agreed based on the Package you sign up to [Yellow, Pink, Teal, Peach]. Alongside any commission, you agree to pay payment processing fees (i.e. Paypal, Stripe) on all sales. The amounts are determined by third parties including Paypal, Stripe, Shopify. And so to Shop will deduct this amount before payment is made to you.

3. Payment

And so to Shop pay the amount due to each Partner on a weekly basis. And so to Shop endeavor to make payment each Friday unless it is a holiday or unforeseeable circumstances prevent this. And so to Shop will ensure payment is made within 14 days.

The Privacy Policy

And so to Shop complies with the principles of the General Data Protection Regulation when dealing with all data received from visitors to the site. We only hold the data necessary to offer services provided on our website namely to allow users of the service to buy and sell and also message one another. We also keep user data to allow us to contact you in the advent of account withdrawal or new passwords being provided.

We only hold personal data for as long as necessary. Once data is no longer needed it is deleted from our files. If you delete your account then all your personal data will be deleted too.

We regularly email news and information updates to those customers who have specifically subscribed to our email service. We will never add you to our email service without express consent from you. All subscription emails sent by us contain clear information on how to unsubscribe from our email service.

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We never sell, rent or exchange mailing lists.

We may however share commercial and technical data with our partners where a customer has accessed and used our website. This data would not be personal data but would be anonymised [for example the kind of data you see in “Google Analytics”].

In accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003 and General Data Protection Regulation, we never send bulk unsolicited emails, (popularly known as Spam) to email addresses.

All emails sent by us will be clearly marked as originating from us. All such emails will also include clear instructions on how unsubscribe from our email service and any future emails. Such instructions will either include a link to a page to unsubscribe or a valid email address to which you should reply, with “unsubscribe” as the email subject heading.

Our website may use “cookies” to track use and allow customers to purchase from our website. Please note that these cookies do not contain or pass any personal, confidential or financial information or any other information that could be used to identify individual visitors or customers purchasing from our website. Please note that you are free to refuse cookies. However, for purely technical reasons this may prevent you from purchasing from our website. This is because anonymous cookies are commonly used to keep track of the contents of customers’ shopping baskets or trolleys during the checkout process. This facility ensures that the items added to (or removed from) your basket are accurately stated when you go to pay. For more details please see our Cookie Policy.

We’ve tried to abide by the policies set out by the [Campaign for Plain English](#). Under the General Data Protection Regulation you can request information about the data we hold in relation to you. You can request to have any data relating to you, held by us, to be deleted. If you have any questions relating to our Privacy Policy or would like to request information about the data we hold please contact us via email at louise@andsotoshop.com

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Sales and Returns Policy

General

The sales contract is between each individual "seller" and the "buyer". And so to Shop provides a service to facilitate that contract but is not responsible for it or its fulfilment.

Selling

All sellers agree to abide by the Consumer Protection (Distance Selling) Regulations 2000 <http://www.legislation.gov.uk/uksi/2000/2334/contents/made>. This law protects the consumer when buying over the internet or by mail order and applies to all member states of the EU.

And so to Shop aims to make it easy for sellers to comply with the DSR and consumer law, however, all compliance is the responsibility of the seller.

Sellers must post items purchased within five working days of receiving payment unless otherwise clearly stated on the product description OR if the buyer's identity and / or address cannot be authenticated, in which case sellers must notify And so to Shop staff by emailing us at louise@andsotoshop.co.uk

Buying

You must pay for items purchased by you, unless the seller has made a clear typographical error or you cannot authenticate the seller's identity. You and you alone are liable for paying the seller if you commit to buy an item.

Returns Policy

In using And so to Shop, sellers agree that the buyer has a right to terminate the contract and return the item even if the item is not faulty in any way (this is the consumer's right in UK law). They have the right to do this up to 14 days after receipt of the items and a full refund including the cost of the outgoing postage must be made within 14 days of the seller receiving the returned item(s), or within 14 days of the buyer providing evidence that the item(s) have been returned (e.g. proof of postage), whichever is sooner.

Unless the seller has stated otherwise, the buyer is responsible for paying for the cost of return postage.

Please note: *Unless faulty, the following types of items are non-refundable: items that are personalised, bespoke or made-to-order to your specific requirements; items which deteriorate quickly (e.g. food), personal items sold with a hygiene seal (cosmetics, underwear) in instances where the seal is broken.*

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Cancelling a transaction.

The buyer must inform the seller if they wish to cancel the order and they must do this in writing. Sellers must provide a full refund of the cost of the item and any postage costs within 14 calendar days of receiving the returned item(s), or within 14 days of the buyer providing evidence that the item(s) have been returned (e.g. proof of postage), whichever is sooner. If the goods have not yet been sent, refunds must be provided within 14 days of receipt of the notification of cancellation.

Return of faulty goods.

The consumer has a right to return goods if they develop a fault within six months of receipt of the goods. Depending on the circumstances, they may be entitled to a refund (full or partial), a repair or replacement.

Lost items.

If the item is lost in transit then, unless proven otherwise, the seller should assume the contract is terminated and provide a refund or deliver the same item.

Refunds.

Refunds will be dealt with directly by And so to Shop who will contact both the buyer and the seller to confirm.

Indie Policy

What can I sell on And so to Shop?

This page outlines the criteria for what is allowed to be listed on And so to Shop and also some specific examples of what is not allowed.

And so to Shop aims to promote, support and sell items from British and Irish independent 'indie' brands. You must be based in the UK or Ireland and be classed as an independent business i.e. not a large corporation, owned by shareholders.

Handmade goods and bespoke services

Items sold through And so to Shop do not have to be handmade, however, most will include handmade or bespoke elements. If you choose to list an item as 'handmade' you must adhere to the And so to Shop criteria set out below.

Defining 'handmade' or 'bespoke' is difficult and we continually look for ways to improve this definition so it is easy to understand and workable.

And so to Shop polices the policy on handmade through post-moderation - through sampling products and reviewing items that are reported.

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At least one of the following criteria must be met to list a 'handmade' item on And so to Shop:

- **Majority Handmade:** The item is handmade by you through a craft practice, for example knitting (either using a pattern you have created or one that you have permission to use) or woodturning or sewing.
- **Original Design:** The item has an original design. For example we allow prints of illustrations or decals of original artwork. However, **these must be your original design**, not somebody else's, or a copy of someone else's. We also allow jewellery designs using mass produced beads where more than one element is involved in the defining feature of the finished product. **Please see our note below about 'assembled' jewellery.**
- **Bespoke Service:** The service you offer allows the buyer to have specific aspects or make changes to it. Or it is a one-to-one service where you are able to cater to the requests of the buyer.

Specific examples of things you can't sell on And so to Shop

To make things a little easier, we've also compiled a list of things that cannot be sold on And so to Shop, below. Please do read through this list. Thanks for looking and helping us keep And so to Shop the best place for handmade work in the UK.

1. Items which infringe copyright

2. "Adult" and pornographic items

Items which are deemed to be pornographic or of an "adult nature" (interpretation of which is determined by And so to Shop) are prohibited. If unsure you are recommended to contact us before listing.

3. Illegal or hazardous or dangerous Items

Items which have been gained illegally or which are stolen or for which it would be illegal to trade [e.g. drugs, items sold as toys without the necessary license, copyrighted work or reproductions of copyrighted work without permissions]. Hazardous or dangerous such as weapons, knives or chemicals are not allowed.

4. Found Items

Found items such as driftwood, stones or fossils cannot be sold on And so to Shop. Exceptions to this would be the use of techniques such as lapidary when a stone or mineral is formed by carving or polishing and made into a decorative item.

5. Music & Film

We don't allow the sale of music, film, CDs, DVDs, other music-related or film-related items.

Our intention with this indie policy is to provide a buying experience that meets or exceeds the expectations of most consumers. They want to see things that they think are handmade, and our

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policy looks to reflect this. If you are still unsure, please contact And so to Shop Support at louise@andsotoshop.com with examples of your work.

6. Alcohol

Alcoholic beverages (which, by law, require a license to sell) are not allowed to be listed or sold on And so to Shop.

7. Nicotine, E-cigarettes and E-liquids

Any products which contain nicotine are not allowed to be sold on And so to Shop. Additionally we do not allow vaping equipment including e-cigarettes or e-liquids, whether or not they contain any nicotine

Community Policy

This policy forms part of the Terms of Use for And so to Shop and covers specific etiquette and behaviour on site and through the community spaces.

We want to encourage a positive and supportive community on And so to Shop. Our online forum's '[The Cafe](#)' and '[And so to Business Members Community](#)' are provided primarily for sellers to share information and advice to help them improve their work and sales.

In order to promote a healthy and supportive space for people to discuss relevant issues the following behaviour is not permitted:

1. No personal attacks
2. No "calling out" (identifying someone you are claiming to have breached the terms of use)
3. No personally identifying information that cannot be found publicly elsewhere
4. No racist, sexist or hateful content
5. No spam or promotion of other competitor services
6. No vulgarity
7. No "trolling" (inflammatory or off-topic messages)
8. No defamation of others
9. No bringing And so to Shop into disrepute

If anyone is found to be behaving in ways described above their account may be suspended or deleted and their content removed.

Community Policy

Legal Information: what sellers need to comply with

And so to Shop is a platform for people/businesses to sell to buyers. The legal contract for the purposes of any transaction between a buyer and a seller rests with the buyer and the seller and not And so to Shop.

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Key things you need to know and do as a seller to comply with UK law:

1. Compliance with Distance Selling Regulations

One of the key requirements for sellers is set out in the European Distance Selling Regulations (sometimes called the DSRs for short) set out the legal requirements for selling online. As a Seller on And so to Shop you are legally bound by these regulations and form part of the legal rights on the consumer.

You need to provide:

- Delivery details. The standard postage terms for And so to Shop are 5 days. If your item is not able to be posted in 5 days then you must state when it will be posted - this should be in the item description.

As a seller on And so to Shop you agree to comply with relevant UK law by:

- Stating your business address (even if this is your home address). This information is provided in the email to the buyer so you should make sure you have added your address on your shop set up / edit screen (via your dashboard). The buyer has a legal right to this information and it is not optional. If you don't provide it you are trading illegally.
- Cancellation of the transactions. The buyer must inform you if they wish to cancel the order and they must do this in writing. Please contact the buyer to organise the return of the goods. Upon receipt of the returned goods, or evidence from the buyer that they have sent the goods back (whichever is soonest), a full refund of the cost of the item and any postage costs must be provided within 14 days. You have a right to deduct monies from refunds where goods "show signs of unreasonable use leading to diminished value". You cannot usually deduct for removal of packaging to inspect the item, but you can deduct for damage or wear and tear where the item has not just been checked but used. Custom orders are exempt from cancellation unless faulty. All refunds will be administered through And so to Shop who will contact both the seller and buyer directly.
- Returns policy for goods that are not faulty. In using And so to Shop you agree that the buyer has a right to terminate the contract and return the item even if the item is not faulty in any way (this is the consumer's right in UK law). They have the right to do this up to 14 days after receipt of the items and a refund must be made within 14 days of you receiving the returned goods, or proof of the buyer has sent the goods back (whichever is soonest). The buyer pays for the cost of return postage. Custom orders are exempt from cancellation unless faulty.
- Returns policy for faulty goods. The consumer has a right to return goods if they develop a fault up to six months after receipt of the goods. Depending on the circumstances, the buyer may be entitled to a free repair, replacement or a full or partial refund.
- If the item is lost in transit then, unless you can prove otherwise, you assume the contract is terminated and you must provide a refund or deliver the same item.

Further information

- [Distance Selling Regulations](#)
- [DTI: A Guide for Business on Distance Selling \(PDF\)](#)
- [Citizens Advice Bureau on Consumer Rights Act 2015](#)

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Further help

The best source of advice is your local Trading Standards Service which can be contacted through the [Trading Standards website](#).

2. Regulation around certain types of goods

All And so to Shop sellers must comply with UK product legislation, including the following:

- The General Product Safety Regulations
- The Toy Safety Regulations
- The [EU Regulation 1223/2009 \(Cosmetics Regulation\)](#)
- The Furniture and Furnishings Fire Safety Regulations
- [The Hallmark Act 1973](#)
- The Nickel in Jewellery Regulations
- The Food Imitation Safety Regulations
- The Food Hygiene Regulations
- [EU Regulation 1223/2009 \(Cosmetics Regulation\)](#)
- [The Cosmetics Products \(Safety\) Regulations 2008](#)
- [The Toys \(Safety\) Regulations 1995](#)
- [Toy Manufacturers and their responsibilities](#)
- [Food Standards Agency](#)
- [Food Hygiene - A Guide for Businesses](#)

In all cases you should make sure your work complies with the above legislation. If in doubt contact your [local trading standards office](#).

You can find more information on your legal responsibilities as a seller and manufacturer here www.gov.uk/guidance/product-safety-for-manufacturers

3. Marketing information and personal data

In using And so to Shop you agree **not** to contact your buyers unless they have opted-in to any further communication (through any channel - phone, mail or electronic) or if you need to clarify an order.