

madebyhandonline.com

National Makers Directory Terms & Conditions

Welcome to madebyhandonline and thank you for your interest in joining our National Makers Directory. Our Directory is currently unselected and is open to any British Maker of Contemporary Craft. Our aim is to make this a valuable and comprehensive resource for the industry, as well as for customers searching for specific Makers in their area.

There are two ways to join our Directory. Makers can have a standard text-only listing for free, or a premium listing for £25.

Standard:

Up to 50 words description of the Maker's work.

The Maker's address and telephone number (optional).

Premium:

Up to 100 words description of the Maker's work.

The Maker's address and telephone number (optional).

A link to the Maker's own website or business Facebook page.

A picture of the Maker's work.

The option to list events where the Maker's work can be seen.

Our Terms and Conditions, although formal, are for our mutual benefit. We'll always strive to maintain a positive, healthy, amicable working relationship with our Makers and will aim only to refer to these conditions in the event of issues being unresolved.

1. The madebyhandonline Contract

1.1. It is assumed that any Maker who joins our Directory and has a live listing on www.madebyhandonline.com accepts these Terms;

1.2. A contract is for as long as madebyhandonline is in existence;

1.3 A contract commences when a Directory listing goes live on the site.

1.4 madebyhandonline is entitled to update and amend from time to time these Terms and Conditions and any relevant fees and will send the amended versions of them to Makers by e-mail or by mail;

1.5. We understand that a Maker may wish to remove their listing and/or terminate a contract at any time. A Maker accepts that if they choose to do this, any Fee is non-refundable.

1.6. There are no plans for madebyhandonline to cease to exist! However, should this happen any Premium Fee paid is non-refundable.

2. madebyhandonline's Provision

2.1 We will create your listing for you

2.2. We will enable you to send us alterations so that we can edit the listing for you;

2.3. We will use reasonable endeavors to restore any faults with the function of the website as soon as reasonably practicable, it being accepted by the Maker that: the Internet is not always reliable as a means of communication, and that there is always a risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside madebyhandonline's control, and that it is impossible to guarantee faultless provision at all times;

3. Maker's Obligations.

- 3.1 Makers need to ensure they have access to the World Wide Web at their own cost and agree
- 3.2 to ensure that information supplied electronically to madebyhandonline and to the Website is submitted free from Viruses;
- 3.2.1 to ensure that all information submitted to the website about the Maker and their work is true, accurate, up to date and not misleading, and this information is to be updated promptly if necessary;
- 3.3 to keep any access password to the CMS secure and confidential and not easily ascertainable by third parties and shall inform madebyhandonline immediately if there is any reason to believe that a password or any other security device has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way;
- 3.3.1 not to access the CMS unlawfully, in order to modify or to use the CMS to create a competitive product or service, nor to copy or build any concepts, features, functions or graphics based on the CMS.
- 3.4. not to use the madebyhandonline name, logo or branding on any promotional material, packaging or elsewhere, whether in hard or electronic format, unless they have prior written consent from madebyhandonline.
- 3.5. to ensure that all Intellectual Property in the information and images on the Maker's Directory listing are owned by the Maker and therefore enables madebyhandonline to use these freely on the Website or for other marketing purposes.
- 3.6 Makers will ensure that any content, whether text or image, placed on the Website through the CMS will be a positive reflection of the work of madebyhandonline and its Makers and will NOT
- 3.6.1 be inaccurate, misleading or false, offensive, indecent, obscene, pornographic, abusive, defamatory or in poor taste;
- 3.6.2 be in breach of copyright, or any other rights and will not infringe any third party's Intellectual Property Rights;
- 3.6.3 be in breach of any applicable laws or regulations (including, but not limited to, laws or regulations governing e-commerce, distance selling, data protection, export control, consumer protection and advertising);
- 3.6.4 create liability for madebyhandonline or cause madebyhandonline to lose the services of its internet service or other suppliers;
- 3.6.5 contain any Virus or intentionally cause the Website or the functionality of the CMS to be interrupted or damaged in any way.

4. The Maker acknowledges that madebyhandonline:

- 4.1 has editorial control and reserves the right to remove or edit any content which is deemed by us to be out of keeping with the madebyhandonline style or that may be in breach of clause 3.6 above. Should this be necessary we will contact the Maker involved to provide an explanation for doing this and will aim to work together to come to a solution;
- 4.2 is free to use any content within a listing, other than personal information such as an address or telephone number, for marketing purposes.
- 4.3 is very happy to link to a maker's own website but is unable to include Premium listing links to sites that are in direct competition with madebyhandonline.com.

madebyhandonline is a trading name of HonnorJames Limited (a company incorporated and registered in England and Wales with company number 7295535) Registered office: 83 Mary Street, Bovey Tracey, Devon, TQ13 9HQ. Tel: 07866894201 hello@madebyhandonline.com.