

## SELLER AGREEMENT

[www.BakerAndCakers.com](http://www.BakerAndCakers.com)

MS Bakers and Cakers Limited, a company registered in Ireland with company number 590871 and having its registered office at 9 Arnott St , Portobello , Dublin 8 (“**Bakers and Cakers**”/ “**We**”, and/or “**Us**”) operates and maintains the Website (as defined below), which is an online marketplace offering bakers and cakers the facility to advertise and sell their Products using the Services (as defined below) provided on the Website.

**THIS DOCUMENT SETS OUT THE TERMS, CONDITIONS AND DISCLAIMERS (“SELLER TERMS”) ON WHICH BAKERS AND CAKERS PROVIDES YOU, AN INDEPENDENT PRODUCER, WITH ACCESS TO THE SERVICES.**

**PLEASE ENSURE THAT YOU (referred to as the “Seller”, “you” or “your”) READ THESE SELLER TERMS CAREFULLY BEFORE USING THE WEBSITE AND THE SERVICES. YOU ACKNOWLEDGE THAT BY CLICKING ON THE BUTTON MARKED ‘I ACCEPT’ OR BY USING THE SERVICES (WHOLLY OR PARTLY) AS A SELLER, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO USE THE SERVICES.**

**YOU ARE ADVISED TO PRINT AND RETAIN A COPY OF THESE SELLER TERMS FOR YOUR FUTURE REFERENCE.**

### 1. DEFINITIONS

In these Seller Terms, the defined terms set out below shall have the following meanings:

“**Content**” means materials owned by and/or licensed to the Seller including but not limited to, Listings, images, photographs, articles, descriptions and endorsements;

“**Fees**” means a sum in Euro equivalent to a percentage of the Transaction Fee (in Euros) set out in clause 7 below;

“**Force Majeure**” mean any non-performance, defective performance or delay in the performance of any of the Services caused directly or indirectly by any cause beyond Bakers and Cakers reasonable control, including acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, terrorism, lack of adequate power or labour, strike, lock-out or other industrial action (whether or not relating to Bakers and Cakers employees), sickness or indisposition of key Bakers and Cakers employees or sub-contractors or injunction compliance with governmental laws, regulations or orders;

“**Intellectual Property Rights**” means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, database rights, moral rights, topography rights, rights in databases, software rights (including without limitation rights to its object code and source code), trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

“**Listing**” means a description and images of a Product;

“**Log In Details**” means the username and password allocated to each Seller to access the Services;

“**Price**” means the price of the Product excluding VAT, all other applicable taxes, levies, shipping costs and any other additional and applicable costs;

“**Product**” means an item offered for sale on the Website by the Seller using the Services;

“**Services**” means the online facility offered by Bakers and Cakers to Sellers to advertise their Products, publish and make available Content and to conduct a sale transaction in respect of their Products through Bakers and Cakers using the Website;

“**VAT**” means value added tax as defined in the Value Added Tax Act 1972, as amended;

“**Website**” means [www.BakersAndCakers.com](http://www.BakersAndCakers.com); [www.BakersAndCakers.ie](http://www.BakersAndCakers.ie) and [www.BakersAndCakers.co.uk](http://www.BakersAndCakers.co.uk) or any other designated domain name as determined by Bakers and Cakers from time to time.

“**Term**” has the meaning set out in clause 10;

“**Transaction Fee**” means the total price payable by the User for a Product or Products, being the Price together with any shipping, delivery, packaging costs together with VAT and any other taxes, levies or charges; and

“**User**” means a user registered with the Website.

These Seller Terms incorporate clauses 2.6, 3.5, 9, 13, 14 and 18 of the general Website Terms of Use <http://www.BakersAndCakers/terms-and-conditions>, the privacy policy, [\[http://www.BakersAndCakers.com/privacy-policy\]](http://www.BakersAndCakers.com/privacy-policy) and the Charter set out in Appendix 1. To the extent that there is any conflict between the provisions of the general Website Terms of Use and these Seller Terms, the provisions of these Seller Terms shall prevail to the extent of such conflict.

These Seller Terms may be supplemented by additional terms and conditions pertaining to specific content and activities.

The headings contained in these Seller Terms and in Appendix 1 are inserted for convenience of reference only and shall not in any way form part of nor affect nor be taken into account in the construction or interpretation of any provisions of these Seller Terms or the Appendix I.

## 2. **USE OF THE SERVICES**

2.1. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Seller Terms at any time. We shall post notifications of any changes on the Site. By using the Website after we post any changes to these Seller Terms, you are agreeing to accept those changes, whether or not you have reviewed them. The footer contained at the end of this web page states when the last changes were made to these Seller Terms.

- 2.2. We hereby grant you permission to access and use the Website and the Services, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of these Seller Terms on your part and may result in termination of your right to use the Services in accordance with clause 10.

### 3. **OBLIGATIONS OF THE SELLER**

- 3.1. By using the Website as a Seller, you agree to be legally bound by these Seller Terms and the requirements of Appendix 1 just as if you had signed these Seller Terms.
- 3.2. You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website and use the Services through your Internet connection are aware of these Seller Terms, and that they comply with them.
- 3.3. You agree that you are solely responsible and liable for all use of the Services and the Website if such use was made using your Log In Details. Consequently, you shall promptly notify 'Bakers and Cakers' in the event there is a breach of security or any unauthorised use of your Log In Details.
- 3.4. You shall not at any time during the Term solicit a User to transact away from Website and shall not use any information obtained using the Website otherwise than in accordance with the Seller Terms.
- 3.5. You acknowledge and agree that 'Bakers and Cakers' obligation is limited to the provision of the Services, subject to the terms and conditions set out in these Seller Terms.
- 3.6. You shall ensure that your contract for the sale of Products to a User shall be strictly compliant with all applicable law and legislation and regulatory codes including without limitation, all legislation relating to consumer protection, product safety, data protection, e-commerce and distance selling. You acknowledge and agree that 'Baker and Cakers' is not a participant, or liable, in any way, in transactions between you and a User, and you agree to indemnify 'Bakers and Cakers' in full in respect of any losses, damages, costs and expenses which 'Bakers and Cakers' may suffer as a result of any claims or proceedings which may be brought against 'Bakers and Cakers' arising out of a breach by you of this Clause 3.6.
- 3.7. You shall comply with all instructions and policies from 'Bakers and Cakers' in respect of the Website and co-operate with any reasonable security or other checks or requests for information made by 'Bakers and Cakers'.

### 4. **UPLOADING OF CONTENT**

- 4.1. You understand and agree that you are solely responsible for your own Content and the consequences of posting or publishing it.
- 4.2. You agree that your use of the Services will comply with (and you agree that your Content shall comply with) these Seller Terms, as updated from time to

time, including but not limited to the standards set out below in clauses 4.3 to 4.6 and Appendix 1.

- 4.3. All Content and Listing accompanying the advertising of a Product must be related to the Product offered for sale.
- 4.4. You agree that you will not upload or post any Content that is subject to any third party proprietary rights, unless you have a formal licence or permission from the rightful owner to upload the material in question and to grant 'Bakers and Cakers' the licence referred to in clause 5.2 below. 'Bakers and Cakers' shall not be liable for any delay or failure of you to procure such third party permissions or licences. Bakers and Cakers disclaims all liability in respect of any claim arising pursuant to a breach of Third Party rights by the Seller.
- 4.5. You must not upload Content that may reasonably be deemed to be defamatory, offensive, obscene, illegal, or in any way inappropriate, inaccurate, false or misleading.
- 4.6. You must not do anything likely to impair, interfere with, damage or cause harm to the Website.
- 4.7. 'Bakers and Cakers' does not screen Content in advance and is not responsible for screening or monitoring Content. We reserve the right (but shall have no obligation) to decide whether Content complies with the requirements set out in these Seller Terms and may remove such Content and/or terminate your access for uploading any Content which is in violation of these Seller Terms at any time, without prior notice and at our sole discretion. 'Bakers and Cakers' has the right to disclose your identity to any third party who is claiming that any Content constitutes a violation of their intellectual property, proprietary or privacy rights.
- 4.8. You warrant that to the best of your knowledge, information and belief all Content supplied to the Website will be accurate and not in any way contrary to the laws of Ireland, including, but not limited to, data protection, consumer laws and regulations (including distance selling regulations). You accept full legal responsibility in respect of any Content and will indemnify 'Bakers and Cakers' in respect of any loss or liability, costs (including legal costs) or damages incurred as a result of any use of the Content by 'Bakers and Cakers', or as a result of any reliance by a User on the Content. For the avoidance of any doubt, Bakers and Cakers.com explicitly disclaims any warranties in respect of any claim of infringement of any intellectual property rights (including but not limited to trademark, patent infringement) associated with Product displayed/Content on the site and/or Product sold by the Seller.

## 5. **INTELLECTUAL PROPERTY**

- 5.1. Without prejudice to 'Bakers and Cakers' Intellectual Property Rights in the Website and in the design and presentation of the Website and the compilation of the Content, you retain all of your Intellectual Property Rights in the Content, but you are required to grant limited licence rights to Us and to Users described in clause 5.2 of these Seller Terms.

- 5.2. When you upload or post Content to the Website, you grant to us a worldwide, non-exclusive, royalty-free, transferable, sublicensable licence to copy, use, reproduce, republish, transmit, distribute and display the Content in connection with the provision of the Services and otherwise in connection with the provision of the Website and 'Bakers and Cakers' business.
- 5.3. 'Bakers and Cakers' grants you a non-exclusive, worldwide, non-assignable, non-sub-licensable licence to use the Intellectual Property Rights owned by and/or licensed to 'Bakers and Cakers' strictly in respect of your use of the Website and the Services.
- 5.4. The licences granted in clauses 5.2 and 5.3 will terminate on termination of these Seller Terms in accordance with Clause 10.
- 5.5. Nothing in this Agreement will serve to transfer from 'Bakers and Cakers' to you any of the Intellectual Property Rights owned by 'Bakers and Cakers' and/or its licensors and all right, title and interest thereof shall remain exclusively with 'Bakers and Cakers' and/or 'Bakers and Cakers' licensors.
- 5.6. You shall promptly notify 'Bakers and Cakers' of any claim or demand which is made, brought or threatened against the Seller in respect of the infringement or alleged infringement of any Intellectual Property Rights by reason of your use of the Services and the Website. If requested by 'Bakers and Cakers', you agree to grant 'Bakers and Cakers' exclusive control of any litigation and negotiations arising from such a claim, and to give 'Bakers and Cakers' such assistance as it may reasonably request.
- 5.7. If a claim or demand for infringement or alleged infringement of any Intellectual Property Right is made in respect of the Website and/or use of the Services or, in the reasonable opinion of 'Bakers and Cakers', is likely to be made, 'Bakers and Cakers' shall be entitled, at its own expense and option, either to:
  - (a) modify or replace the infringing items of the Website and Services so that the same cease to be infringing; or
  - (b) procure the right for you to continue using the Website and the Services as contemplated by this Agreement.
- 5.8. 'Bakers and Cakers' shall have no liability for, and you shall indemnify 'Bakers and Cakers' any claim that the Content, the Website and/or the Services infringes any Intellectual Property Rights, where the cause of the infringement is:
  - (a) the Content or other Materials provided to 'Bakers and Cakers' by or on your behalf;
  - (b) any modification, enhancement or alteration of the Content by or on your behalf; or
  - (c) due to the use of the Content, the Website and the Services by you in breach of the provisions of this Agreement.

6. **PRODUCT PRICING**

- 6.1. You shall be entitled to price your Products at your discretion, provided that the pricing of the Products, including the display of information and breakdown of such pricing, is clear and compliant with all applicable laws and legislation.
- 6.2. The Price shall be displayed in euro and you must supply the relevant Price to 'Bakers and Cakers' in euro.
- 6.3. You shall be responsible for the payment of all applicable VAT, taxes, governmental charges and levies which arise out of or in relation to the sale and delivery of the Product to a User.
- 6.4. You shall keep the retail price of your Products consistent across all distribution channels (online and offline) with a retail price difference of no less or more than five (5) percent provided that the Price listed on the Site is no greater than the price charged through other selling channels.

7. **FEES - Not applicable during Bate testing**

- 7.1. You shall pay 'Bakers and Cakers' the Fees in accordance with this clause 7.
- 7.2. Once out of beta testing , all Fees that become due and payable will automatically deducted from the Users designated third party payment handler. All Fees shall be exclusive of any applicable VAT or any other applicable taxes or governmental charges or levies, which shall be deducted in accordance with clause 7.5.
- 7.3. 'Bakers and Cakers' shall be entitled to vary the Fees at any time. Any changes made to this Agreement will be notified to you by email and made available to you on the Website.
- 7.4. 'Bakers and Cakers' service to Sellers is treated, for VAT purposes, as an electronically supplied service. As a company based in Ireland, you are liable to pay VAT for 'Bakers and Cakers' services as follows:
  - (a) If you are based in Ireland, you will be liable to pay VAT at the standard Irish rate (21%) on The Design Basket's Fee, deductible from the Price of the item sold;
  - (b) If you are based outside of Ireland but within the European Union (EU), you are not liable for VAT if you operate as a business (evidenced by a VAT registration number);
  - (c) If you are based outside of Ireland but within the European Union (EU), you are liable for VAT if you do not operate as a business (no VAT registration number); or
  - (d) If you are based outside of the EU, you are not liable for VAT.
- 7.5. If you accept a Product for refund, you agree that you are liable for the PayPal (or other third party payment handler) fees and charges on processing the refund payment (which is approximately 4% of the amount processed).

8. **EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY**

8.1. All warranties, representations, guarantees, conditions and terms other than those expressly set out herein whether express or implied by statute, common law, trade usage or otherwise, and whether written or oral in respect of the Website are hereby expressly excluded to the fullest extent permissible by law.

8.2. You warrant to 'Bakers and Cakers' that:

- (a) you are an independent Baker and or Cake maker;
- (b) you have the authority and capacity to enter into and be bound by these Seller Terms;
- (c) the Content and other information provided to 'Bakers and Cakers' is true, accurate and correct and that you shall promptly notify 'Bakers and Cakers' in the event of any changes to such information;
- (d) the Product, the Content and your right to sell or make the Product available on the Website using the Services, or your use of the Services, do not infringe any third party Intellectual Property Rights, proprietary rights or rights of publicity or privacy and do not violate any applicable laws, legislation, statute, ordinance and/or regulations;
- (e) the Content is not and may not be deemed defamatory, libellous, obscene, pornographic, threatening, harassing; and
- (f) the Content does not contain any viruses, Trojans, worms, time bombs, cancel bots or other programmes that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

9. **NO WARRANTY/EXCLUSION AND LIMITATION OF LIABILITY**

9.1. Subject to clause 9.2, 'Bakers and Cakers' use its reasonable endeavours to make available the Website and the Services during the Term.

9.2. The Seller acknowledges and agrees that 'Bakers and Cakers' relies on third party service providers to provide the Services and access to the Website. Consequently, 'Bakers and Cakers' cannot guarantee uninterrupted or fault-free access to and/or use of the Services and the Website or any aspect thereof. The Website and the Services are provided "as is" and We make no warranty or representation to you with respect to them.

9.3. You expressly understand and agree that (to the fullest extent permitted by law) 'Bakers and Cakers' shall not be liable for loss of profits or contracts, loss of income or revenue; loss of goodwill, losses incurred as a result of wasted employee or management time; anticipated savings, loss or corruption of, or damage to, data or other intangible losses, arising out of, or resulting from: (a) the use or the inability to use the Website; (b) the use of any Content or other material on the Website or any website or websites

linked to the Website; (c) unauthorised access to, loss of or alteration of your transmissions or data; (d) statements or conduct of any third party on the Website; (e) any changes which 'Bakers and Cakers' Services; (f) the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services; (g) your failure to keep your password or 'Bakers and Cakers' account details secure and confidential (h) failure of a User to provide full payment to 'Bakers and Cakers' for a Product; or (i) any losses, claims, demands and damages (whether direct or consequential) of any kind and nature, known and unknown, arising out of or in connection with dispute(s) between you and a User; (j) any inability and/or failure by the Seller or Users to use the Services and the Website due the failure of or any integration or interoperability issues arising with any third party or the Seller's operating systems or legacy systems, whether or not caused by or resulting from 'Bakers and Cakers' negligence or (k) any other matter relating to the Site. The limitations on liability in this clause 9.3 shall apply whether or not 'Bakers and Cakers' has been advised of or should have been aware of the possibility of any such losses arising.

- 9.4. The limitation of liability in clause 9.3 shall not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable laws.
- 9.5. Subject to clauses 9.3 and 9.4, the maximum aggregate liability of 'Bakers and Cakers' (including its respective agents and sub-contractors) under, arising from or in connection with these Seller Terms, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the Fees paid by you to 'Bakers and Cakers', in accordance with these Seller Terms, in the 12 months immediately prior to the event giving rise to the claim, or the sum of €100, whichever is lower.

## 10. **TERM AND TERMINATION**

- 10.1. The Seller Terms will continue to apply until terminated by either Party in the manner as set out in this clause (the "**Term**").
- 10.2. Without prejudice to any of 'Bakers and Cakers' other rights and remedies 'Bakers and Cakers', reserves the right, in its sole and absolute discretion, to take any action that it deems necessary and appropriate including, without limitation, suspending wholly or partly, temporarily or permanently, your use and/or access to the Website and/or the Services, in the event it considers that there is a breach or threatened breach of these Seller Terms.
- 10.3. Subject to clause 10.6, either party may terminate these Seller Terms at any time by giving 30 days written notice to the other of such termination using the contact details set out in clause 12. 'Bakers and Cakers' shall deactivate the Seller's account with the Website upon such termination.
- 10.4. 'Bakers and Cakers' shall undertake a review of the performance of all Sellers, every 6 months, under these Seller Terms. If, in the sole discretion of 'Bakers and Cakers', you fail to meet the required standards, 'Bakers and Cakers' reserves the right, in its sole discretion to terminate your relationship



with 'Bakers and Cakers' in accordance with clause 10.3 unless you commit a material breach of these Seller Terms, in which case, it shall be terminated in accordance with clause 10.5

- 10.5. Subject to clause 10.6, T 'Bakers and Cakers' shall have the right to terminate your account with the Website with immediate effect in the event that you commit a material breach of these Seller Terms, including but not limited to, breach of clause 3.4, 3.6, 4.2, 4.4, 4.5, 4.6, 7.1 and 8.2 of these Seller Terms.
- 10.6. On termination of your account with 'Bakers and Cakers' for any reason:
- (a) your right to use the Services and the Website shall cease forthwith and 'Bakers and Cakers' shall delete all Content, Listings and any other information in respect of you and/or your Products from the Website;
  - (b) all licences granted under clause 5 of these Seller Terms shall cease forthwith;
  - (c) 'Bakers and Cakers' shall be entitled to be paid all sums due and unpaid under these Seller Terms;
  - (d) the termination shall not affect the rights of either party accruing or accrued prior to the termination of your account; and
  - (e) these Seller Terms shall continue in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination including but not limited to clauses 3.6, 4.1, 4.2, 4.4, 4.6, 4.7, 4.8, 5.6, 5.8, 7.1, 8.2, 9.3, 9.4 and 9.5.

## 11. **DATA PROTECTION**

11.1. You hereby warrant and agree that you shall at all times comply with your obligations under the applicable data protection legislation during the Term. You acknowledge that 'Bakers and Cakers' only acts as a data processor of the personal data of Users to the extent necessary to fulfil Product Orders and you shall fully indemnify 'Bakers and Cakers' against all actions, claims and expenses (including legal costs) whatsoever which arises out of any breach of applicable data protection law.

## 12. **FEEDBACK AND COMMENTS**

General comments or queries about the Site or about a specific Seller are welcome by email at [info@bakersandcakers.com](mailto:info@bakersandcakers.com)

## 13. **CONTACT DETAILS**

Please direct any queries about or notices under these Seller Terms to:

MS Bakers and Cakers

Attn: Mary Toner

Email: [info@bakersandcakers.com](mailto:info@bakersandcakers.com) or [mary@bakersandcakers.com](mailto:mary@bakersandcakers.com)

Address: 9 Arnott St , Portobello , Dublin 8

14. **GENERAL**

14.1. The Seller Terms constitute the entire agreement between you and 'Bakers and Cakers' and govern your use of the Services and supersede and replace any prior agreements between You and 'Bakers and Cakers' in relation to the Services whether oral or in writing. You acknowledge that in entering into this Agreement, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website or in negotiation between the parties except as expressly set out in these Seller Terms.

14.2. If we fail at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

14.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Seller Terms is invalid, then that provision will be removed from the Seller Terms without affecting the rest of the Seller Terms. The remaining provisions of the Seller Terms will continue to be valid and enforceable.

14.5. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, association, joint venture or co-operative between Bakers and Cakers.com and the Seller for any purpose whatsoever.

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute or be deemed to constitute the appointment by any party as the agent of any other party for any purpose. Neither party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other party to this Agreement.

14.6. The Seller Terms, and your relationship with 'Bakers and Cakers' under the Seller Terms, shall be governed by the laws of Ireland. You and 'Bakers and Cakers' agree to submit to the exclusive jurisdiction of the courts of Ireland to resolve any legal matter arising from the Seller Terms.

14.7. "Bakers and Cakers" reserves the rights to amend above Terms and conditions at any time.

## APPENDIX 1

In order to ensure the highest level of quality on the Website, we have set out the following guidelines to ensure consistency and professionalism in the manner in which all products are advertised on the Website and to assist in providing a high quality service for our customers and sellers.

The document covers 7 areas: **Quality, Photography, Pricing, Packaging, Customer Service, Shipping, and Returns Policy** some of which are “required” and others which are provided by way of recommendation only to optimise your presence on the Website.

<b>Quality</b>
<i>Required</i>
<ul style="list-style-type: none"><li>• Sellers will provide unique pieces made with high-quality materials &amp; Ingredients.</li><li>• Sellers will accurately describe their product, including the materials and ingredients used; the size; and other relevant details with no misrepresentation. Remember that details and proportions are very important.</li></ul>
<i>Recommended</i>
<ul style="list-style-type: none"><li>• Remember that your items should be unique &amp; high-quality to attract an online shopper.</li></ul>
<b>Photography</b>
<i>Required</i>
<ul style="list-style-type: none"><li>• Sellers will upload high-quality pictures that clearly display the item being offered for sale. These photo's will be of the product only with no other items/watermarks visible in said Photo. 'Bakers and Cakers' has the right to remove any product pictures that do not satisfy this requirement (Seller will be notified beforehand).</li></ul>
<i>Recommended</i>
<ul style="list-style-type: none"><li>• We strongly recommend that you upload a minimum of two pictures per product. The picture should be a clear picture of the product on a plain background.</li><li>• If available, you should include a further picture of your product – a close up and a picture of the product packaging.</li></ul>
<b>Pricing</b>
<i>Required</i>
<ul style="list-style-type: none"><li>• Sellers will ensure that the product price listed on 'Bakers and Cakers' is no greater than the price charged in their other selling channels (website; shop etc.) as per clause 6.4 of the Seller Terms.</li></ul>
<i>Recommended</i>

- If Sellers have a range of Products which are priced differently, they should include them.
- Sellers should be aware of the importance of competitive pricing and low delivery costs. As customers shop from more than one seller at a time, it is vital that delivery costs are as low as possible – or for a competitive edge, free of charge.

### **Packaging**

#### *Required*

- where Delivery is agreed upon with customers ,Sellers will deliver products sold in attractive, sturdy and durable packaging and will protect the product from damage during transit. Packaging should not bear any information that attempts to solicit the customer away from 'Bakers and Cakers' in breach of clause 3.4 of the Seller Terms, e.g. a personal website, e mail address or phone number.
- Packaging is very important because it conveys and protects the quality of your products.

#### *Recommended*

- A personal touch can have a huge impact in terms of repeat sales so, if you have time, why not include a short hand-written note thanking the customer for their purchase.

### **Customer Service**

#### *Required*

- On working days, sellers will respond to customer queries within 24 hours.
- It is the responsibility of the seller to keep their calendar up to date in order to provide customers with a clear understanding of their availability .
- Sellers will never solicit the customer to transact away from 'Bakers and Cakers' platform. This will result in immediate termination of the relationship with 'Bakers and Cakers' as per clause 3.4 of the Seller Terms.

### **Delivery/Collection**

#### *Required*

- Sellers will adhere to the delivery/collection timeframe agreed with customer and stipulated in their Terms & Conditions listed on the Website.
- Sellers will provide a clear delivery price for Ireland where where delivery is offered

#### *Recommended*

- Sellers should agree and adhere to delivery/collection time with customer

## Returns Policy

### *Recommended*

- It is advised that individual sellers indicate their Refunds and returns policies on their profile and /or before receipt of deposit from customer.

The reputation of 'Bakers and Cakers' is only as good as the service provided by our Sellers. Failure to meet any of the above requirements may result in the termination of your relationship with 'Bakers and Cakers'.