

Trading Terms and Conditions

We take our commitment to the fairness and transparency of how we operate very seriously. Our trading terms and conditions exist to provide clarity and fairness in our trade with all our customers. If there is anything you don't understand or wish to be clarified then please telephone 01858 463850 or email TalkToUs@lankakade.co.uk.

1. Definitions.

- 1.1. **We / Us / Our** – Lanka Kade (UK) Limited, Unit C Riverside End, Market Harborough, LE16 7PU
- 1.2. **You / Your / Yours** - any customer buying or placing an order with us for our goods or who has a trading account with us.
- 1.3. **Goods** – any goods / materials or services ordered or purchased by you from us.
- 1.4. **Terms and conditions** – the terms set out in this document and referred to as **T&C**.
- 1.5. **Intellectual Property Rights** - patents, rights to inventions, copyright and related rights, trade marks, business names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.6. **Force Majeure Event** - an event, circumstance or cause beyond our reasonable control.

2. General provisions

- 2.1. In ordering goods from us, you agree to be bound by these T&C (or any that we may issue to replace them provided that any replacement T&C will be supplied to you not less than one month prior to such replacement T&C taking effect and any orders placed by you for goods following the expiry of such period shall be exclusively subject to such replacement T&C) and that they apply to all contracts for the sale and purchase of goods between us and you. By placing an order with us you are waiving any terms you may have or which you seek to impose or which are otherwise implied by an established course of dealings.
- 2.2. These T&C comprise the entirety of any contract for the sale of goods between us and you. No other terms or conditions endorsed upon, delivered with or contained within any other document including but not limited to your purchase order or order confirmation shall form part of, supersede or take precedence over any part of these T&C or deem these T&C or any part of them waived, invalid or void.
- 2.3. In the event that any part of these T&C is found to be void or unenforceable for any reason this will not affect all remaining terms and these will remain in full effect.
- 2.4. Any failure or delay on our part in enforcing or partially enforcing any provision of these T&C shall not be construed as a waiver of any of our rights under these T&C.

3. Trading accounts

- 3.1. All trading accounts opened between us and you are subject to approval by us at our sole discretion.
- 3.2. For the sake of clarity, we confirm that any purchase or order from us made via a trading account or otherwise does not constitute a guarantee that any future order or purchase from us will be accepted.
- 3.3. Your first order with us is required to meet a minimum net order value determined by your mode of trading:
 - 3.3.1.1. Bricks and mortar outlets - £400
 - 3.3.1.2. Non-bricks and mortar outlets - £1000
- 3.4. We expect the total value of your orders with us for any 12 month period to exceed the following amounts determined by your mode of trading:
 - 3.4.1.1. Bricks and mortar outlets - £1000
 - 3.4.1.2. Non-bricks and mortar outlets - £2500
- 3.5. You must inform us in advance of any significant change to your business, including but not limited to ownership, mode of trading, location and premises. Your trading account will be reviewed, and may result in us setting up a new trade account.
- 3.6. We reserve the right to close your trading account immediately and without notice if you fail to meet or breach any of the terms listed in these T&C.
- 3.7. As a condition of us agreeing to provide you with credit facilities in respect of your trading account, if you are a body corporate we in our absolute discretion reserve the right to require one or more of your Directors to enter into a personal guarantee in a form required by us securing your payment obligations to us under your trading account.

4. Toy Safety and Warranties

- 4.1. Our goods are regularly tested to ensure conformity with the Toy Safety Directive 2009/48/EC.
- 4.2. Our goods carry toy safety information as required by law which includes as appropriate: hazard warnings, 'not suitable for' ages, recommended ages, cleaning instructions and CE/UKCA marking. You must not remove or alter this information in anyway. You undertake to list the information accurately and in full if you are selling the goods online or by any other means of distance selling. Toy safety information can be found in our current catalogue and online at www.lankakade.co.uk
- 4.3. Our goods are intended for resale and use in the UK and Europe only. We do not warrant that the goods comply with the laws, regulations or standards outside of these territories, unless we specifically advise in writing.

5. Availability

- 5.1. We do not guarantee stock availability of any goods. Any information we give to you regarding availability of goods is an estimate only.
- 5.2. You should contact us in advance to check availability if you intend to promote or feature our goods in any event or campaign.
- 5.3. If you use our drop ship service you should regularly check stock availability with us. We do not make promises to meet delivery claims made by you to your customers.
- 5.4. Goods unavailable at the time an order is placed and/or despatched are not kept on backorder by us and will need to be reordered by you.
- 5.5. You will not make what is considered by us to be incorrect or misleading claims about the availability of our goods.

6. Prices

- 6.1. All prices exclude carriage unless otherwise stated.
- 6.2. Taxes will be charged at the rate applying at the time of delivery.
- 6.3. We endeavour to inform you by email in advance of any price increase. Our current prices will be listed on the Lanka Kade trade website.

7. Payment

- 7.1. First orders will be processed on a proforma basis. Subject to the return of two satisfactory credit references; we may offer you credit terms at our discretion.

- 7.2. All payments for credit accounts are due strictly 30 days from the invoice date and **you** are responsible for all bank charges incurred.
- 7.3. **We** reserve the right to charge **you** interest on any sum overdue for payment pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 and may suspend or cancel any future deliveries.
- 7.4. **We** reserve the right to recover from **you** any costs incurred by **us** as a result of any action necessary to recover monies owed by **you** to **us** and **you** agree to indemnify **us** from and against any and all losses, costs, expenses and liabilities suffered or incurred by **us** (including professional fees and disbursements) under or in connection with such recovery and any and all such sums shall be payable on demand.
- 7.5. **Your** trading account with **us** will be in GBP Sterling unless otherwise agreed in writing.
- 7.6. Payments for Euro or US Dollar accounts must be made via bank transfer. **We** will provide these bank account details to **you** in writing once **your** trading account has been approved. In respect of such Euro or US Dollar payments, **we** reserve the right in **our** absolute discretion to determine any applicable exchange rates and to pass on to **you** any associated bank charges.
- 7.7. If **you** experience difficulties meeting agreed payment terms **you** must contact **us** immediately to discuss options for repayment.
- 8. Resale of our goods**
- 8.1. **Goods** are supplied to **you** under the strict condition that they are resold solely from the address or from the website registered with **us** in **your** trading account. **We** strictly prohibit the resale of **our goods** on any other website not approved by **us**, including but not limited to Amazon, Ebay, Etsy, Facebook and Notonthehighstreet.com.
- 8.2. If **we** approve **you** to sell **our goods** solely from a website or mail order catalogue then **you** are classed as a distance seller. **You** are not authorised to sell **our goods** in person via click and collect services or similar, unless agreed in writing by **us**.
- 8.3. The resale of **our goods** at shows, fairs, trade events, markets or similar is strictly prohibited unless this has been agreed in writing with **us** in advance.
- 8.4. Permission to resell **our goods** at events designed to support the immediate community of **your** bricks and mortar outlet must be sought in advance, and in writing. Permission will be granted on an event-by-event basis, and approval for subsequent events will not be guaranteed.
- 8.5. **Your** authority to resell **our goods** is limited to consumers, defined as **you** selling **our goods** directly to a person for personal use.
- 8.6. **Goods** are supplied to **you** under the strict condition that they are not adjusted, adapted or personalised in any way and any breach of such condition by **you** may result in the suspension or termination of **your** trading account.
- 8.7. **We** provide 'Recommended Retail Prices' (RRP) as a guideline to pricing only and we do not impose any minimum price at which **you** must sell the **goods**.
- 8.8. **You** must not make claims about **us** or **our goods** that are considered by **us** to be incorrect and/or misleading and **you** must not give any representation or warranty in respect of the **goods** in excess of that which **we** give to **you**.
- 8.9. **We** do not support permanent discounting of **our goods** and retain the right to close **your** trading account if **we** believe **your** actions are undermining the value of **our goods** or damaging to **our** reputation and brand.
- 9. Your Website**
- 9.1. All websites are subject to approval by **us** prior to **our goods** being listed. The terms of the schedule below marked: 'Standards for online and website trading' form part of this contract and stipulate **our** expectations for **your** website.
- 9.2. **We** review websites regularly and should **your** website not meet **our** expectations **you** will be contacted and any amendments required set out. **Your** account will be suspended and **you** will be given 7 days to make the required amendments.
- 9.3. **You** are only authorised to list **goods** **you** have actually purchased from **us**. For the avoidance of doubt, nothing in this clause 9.3 shall operate to prevent **you** from listing **goods** purchased by **you** from other suppliers provided that such **goods** could not reasonably be considered to be prejudicial or damaging to **our** reputation or brand.
- 10. Intellectual Property Rights**
- 10.1. **You** expressly acknowledge and agree that any and all **Intellectual Property Rights** in the **goods** or any other materials which **we** may supply or make available to **you** from time to time vest solely in **us** or **our** licensors and that in no circumstances shall **you** become entitled to acquire any legal or beneficial ownership of such **Intellectual Property Rights** or other materials.
- 11. Delivery**
- 11.1. **We** do not guarantee delivery dates, **we** only provide an estimate. Time is not of the essence with respect to all deliveries made by **us**. Any delay in delivery by **us** shall not constitute a material breach of these **T&C**. **We** will not be liable to **you** for any damage or loss (including indirect or consequential loss) howsoever caused as a result of delivery taking place later than estimated.
- 11.2. **Goods** will only be delivered to an address registered to **your** trading account in writing in advance of despatch.
- 11.3. **We** reserve the right to pass on any charges incurred by **us** for failed deliveries to **you** when a delivery date and/or time has been agreed between **you** and **us**. Timed deliveries will be at **your** expense.
- 11.4. **We** may deliver **your goods** in instalments. Each instalment is treated as a separate contract.
- 11.5. **We** are not responsible for any loss of or damage to the **goods** after delivery has been made to **you**.
- 12. Drop ship service**
- 12.1. **Our** drop ship service fulfils delivery of orders obtained by **you** for direct despatch to **your** customer.
- 12.2. Permission to use **our** drop ship service needs to be requested in writing to TalkToUs@lankakade.co.uk in advance. Approval is granted at **our** sole discretion.
- 12.3. **Goods** available on this service will be listed on **our** trade website. **We** reserve the right to amend the **goods** made available on this service at any time and without notice.
- 12.4. The drop ship service is restricted to UK mainland addresses only. UK mainland is defined as England, Scotland and Wales, and excludes Northern Ireland, Isle of Man, Isle of Wight, Shetland Islands, Scottish Highlands, Scottish Islands, and the Channel Islands.
- 13. Cancellation**
- 13.1. Orders can be cancelled by **you** prior to despatch by informing **us** by telephone with immediate confirmation by email.
- 13.2. If the **goods** have been despatched the full delivery and all return costs must be paid by **you**. In addition, a restocking fee of 20% of the VAT-inclusive price of the applicable **goods** will be charged.
- 13.3. All orders from **you** for **goods** made to **your** particular requirements must be cancelled prior to the commencement of production. **We** will retain all deposits paid.
- 14. Claims**
- 14.1. **You** are responsible for accurately checking all deliveries made by **us** to **you**. Notice of any claim made by **you** relating to the condition, quality or quantity of the **goods** supplied by **us** must be made in writing to TalkToUs@lankakade.co.uk within 5 working days of delivery. Product code and invoice number should be quoted with relevant photographic evidence. Failure to do so may affect **your** claim.
- 14.2. Any claim made by **you** relating to a manufacturing fault must be made in writing with photographic evidence. **We** will strive to respond to all communications within 2 working days. If the **goods** are in the possession of the consumer, then **you** are advised not to authorise a return or refund until **we** have assessed and responded to **your** claim.

- 14.3. **We** may request the return of the **goods** for inspection. **Goods** returned to **us** for inspection must be in the condition reported by **you** at the time of the claim. Returned **goods** damaged in transit due to insufficient packaging by **you** or **your** customer may not be credited by **us**.
- 14.4. If **you** receive consignments in an unsatisfactory condition then **you** must sign the carrier's delivery note as 'damaged' and retain the packing and contents for inspection. Failure to do so may affect **your** claim.
- 14.5. **We** are not responsible for any damages howsoever caused which occur during transit between **you** and **your** customer. **Goods** should be checked prior to sale for faults, and repackaged prior to despatch.
- 14.6. **We** reserve the right to issue a replacement good, replacement part or credit note for approved claims.
- 14.7. In accordance with the Consumers Right Act 2015; **you** are responsible for resolving any claims made by **your** customer that is subject to a contract **you** have entered. **You** should not instruct **your** customer to contact **us** to resolve any complaint or make any claim.

15. Returns

- 15.1. **Goods** correctly supplied by **us** may not be returned without **our** prior authorisation. **Goods** authorised by **us** for return should be delivered to **us** at **your** cost and be accompanied by full details stating the invoice number and reason for return. A restocking fee of 20% of the VAT-inclusive price of the applicable **goods** will be charged.
- 15.2. Credit will only be issued for **goods** that are in their original packaging and that we deem to be in a resaleable condition.
- 15.3. Any **goods** supplied to **your** special requirements will not be accepted by **us** as a return under any circumstances.

16. Design and Manufacturing services

- 16.1. **We** only consider developing and manufacturing **goods** that possess a clear and unique identity. Adaptations of **our goods** or extensions to **our** range of **goods** are considered in exceptional circumstances but all **Intellectual Property Rights** arising under or in connection with such adaptations or extensions to **our goods** shall remain at all times vested solely in **us**.
- 16.2. **You** shall indemnify **us** against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by **us** in connection with any claim made against **us** for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with **our** use of any specification or design **you** provide to **us** for design and manufacturing. This term shall survive termination of the Contract formed by these **T&C**.
- 16.3. **Goods** may be promoted and sold as an extension of the Lanka Kade brand if agreed in advance, in writing and prior to manufacture.
- 16.4. If the **goods** are not sold under the Lanka Kade brand name, then **you** are classed as the manufacturer and it is **your** responsibility to ensure the **goods** meet all mandatory requirements for the market it is sold in.
- 16.5. All **goods** intended as toys are subject to mandatory safety testing at **your** expense with a test house nominated by **us**. **We** make no undertaking that the **goods** will meet the required safety standard and are not liable for the costs of any **goods** that fail safety testing.
- 16.6. All **goods** must be sampled prior to production. The cost of sample production and delivery will be quoted once the artwork and specification are mutually agreed and completed.
- 16.7. All **goods** are subject to minimum order quantities. **We** reserve the right to revise any estimated minimum order quantities that **we** quote to **you** prior to the sampling of **goods**.
- 16.8. **We** will quote a price for the **goods** once sample production is complete and this price will remain valid for a period of 30 days. Any price quoted prior to sampling is an estimate only.
- 16.9. A pre-production deposit of 60% of the VAT-inclusive order value is required, with all outstanding sums due for payment prior to despatch and within 7 days of **us** notifying **you** that the **goods** are available for despatch.
- 16.10. **We** make no undertaking at any stage during the development of the **goods** to manufacture the **goods**. **We** undertake to manufacture the **goods** only when the following conditions have been met:
- 16.10.1.1. The **goods** have been sampled and mutual agreement reached on quality expectations.
 - 16.10.1.2. The **goods** have successfully passed toy safety testing for the required markets.
 - 16.10.1.3. **We** have received and accepted a purchase order from **you**.
 - 16.10.1.4. **We** have received the pre-production deposit from **you**.
- 16.11. Any time frame that **we** quote for completion of any task is an estimate only. Time is not of the essence with respect to the completion of all tasks and any delay in completing these tasks shall not constitute a material breach of these **T&C**. **We** will not be liable to **you** for any damage or loss (including indirect or consequential loss) howsoever caused as a result of tasks taking longer to complete than estimated.
- 16.12. Launches of **goods** made to **your** special requirements cannot be timed by **you** to coincide with any launch of **goods** that **we** are undertaking.

17. Risk and Retention of title

- 17.1. The **goods** shall be at **your** risk from the point of delivery. Delivery will take place either at **our** premises (if **you** are collecting or arranging carriage of the **goods**) or at **your** premises or address stated by **you** (if **we** are arranging carriage).
- 17.2. In spite of delivery having been made, title to the **goods** shall not pass from **us** to **you** until:
- 17.2.1. **You** have paid the price plus any applicable taxes or charges pursuant to these **T&C** in full; and
 - 17.2.2. No other sums whatsoever are due from **you** to **us**.
- 17.3. Until property in the **goods** passes from **us** to **you** in accordance with clause 17.2 **you** shall hold the **goods** and each of them on a fiduciary basis as bailee for **us**. At no cost to **us** **you** shall store the **goods** separately from all other **goods** in **your** possession and mark them in such a way that they are clearly identified as **our** property.
- 17.4. Subject to clause 17.5, until such time as title to the **goods** passes from **us** to **you**, **you** shall upon request deliver the **goods** to **us**. If **you** fail to do so then **you** agree that **we** may enter upon any premises owned, occupied or controlled by **you** where the **goods** are situated and repossess the **goods**.
- 17.5. Notwithstanding the provisions of clause 17.4 and subject to clause 17.6, **you** may resell or use the **goods** in the ordinary course of **your** business (but not otherwise) before **we** have received payment for the **goods**. However, if **you** resell the **goods** before that time:
- 17.5.1. **you** do so as principal and not as **our** agent; and
 - 17.5.2. title to the **goods** shall pass from **us** to **you** immediately before the time at which resale by **you** occurs.
- 17.6. At any time before title to the **goods** passes to **you**, **we** may by notice in writing, terminate **your** right under clause 17.5 to resell the **goods** or use them in the ordinary course of **your** business.
- 17.7. At **your** expense **you** shall insure against 'all risks' and keep insured the **goods** to their full value to **our** reasonable satisfaction until the date that property in the **goods** passes from **us** to **you**, and **you** shall whenever requested by **us** produce a copy of this policy of insurance. Without prejudice to any of **our** other rights, if **you** fail to do this then all sums whatever and howsoever owing by **you** to **us** shall forthwith become due and payable.
- 17.8. **You** must inform **us** in advance of any transfer or change in ownership of **your** business which has any effect upon the ownership of **our goods** held by **you**.
- 17.9. If **you** cease to trade then **you** must contact **us** immediately to discuss options for the return of **our goods**.
- 17.10. Despite **our** retention of title in **our goods** **we** have the right to bring legal proceedings to recover the price of **goods** supplied should **you** not pay **us** in accordance with these terms.

- 18. Miscellaneous**
- 18.1. English is the only language offered for the conclusion of this Contract.
- 18.2. If **you** are not a business customer then **you** are a consumer. **You** have certain statutory rights as a consumer which are not affected by these **T&C**. Contact **your** local trading standards office for more information. **You** will be classed by **us** as business customer if **you** indicate to **us** that the **goods** supplied by **us** will be used or sold in the course of **your** business.
- 18.3. **You** are to indemnify **us** in full and hold **us** harmless from all expenses and liabilities **we** may incur (directly or indirectly, including finance costs and legal costs on a full indemnity basis) following any breach by **you** of any of **your** obligations under these terms.
- 18.4. Subject to clause 18.5, **our** liability to **you** for any breach of these **T&C** is limited to the price actually paid by **you** for the **goods** supplied. In no circumstances shall **we** be liable to **you** for the following types of loss which are wholly excluded:
- 18.4.1. loss of profits;
 - 18.4.2. loss of sales or business;
 - 18.4.3. loss of agreements or contracts;
 - 18.4.4. loss of anticipated savings;
 - 18.4.5. loss of use or corruption of software, data or information;
 - 18.4.6. loss of or damage to goodwill; and
 - 18.4.7. indirect or consequential loss.
- 18.5. Nothing in clause 18.4 limits any liability which cannot legally be limited, including liability for:
- 18.5.1. death or personal injury caused by negligence;
 - 18.5.2. fraud or fraudulent misrepresentation;
 - 18.5.3. breach of the terms implied by section 12 of the Sale of **Goods** Act 1979; or
 - 18.5.4. defective products under the Consumer Protection Act 1987.
- 18.6. If **you** are more than one person then such persons are liable on a joint and several basis for the obligations under these **T&C**.
- 18.7. No contract between **you** and **us** will create a right enforceable by any party not identified as the buyer or seller by virtue of the Contracts (Rights of Third Parties) Act 1999).
- 18.8. **We** shall not be in breach of these **T&Cs** or otherwise liable for any failure or delay in the performance of **our** obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, **we** may terminate **our** obligations under these **T&Cs** by giving 5 days' written notice to **you**.
- 18.9. Catalogues and other promotional materials are to be treated as illustrative only. Their content forms no part of any contract between **us** and **you** and as such **you** should not rely upon them in entering into any contract with **us**.
- 18.10. Any notice which is to be served under these **T&Cs** may be served by leaving it at or delivering it by first class post to the other party's registered office or principle place of business. All such notices must be signed. Any notice shall be deemed to have been received:
- 18.10.1. if delivered by hand, at the time the notice is left at the proper address; or
 - 18.10.2. if sent by first-class post, at 9.00 am on the second business day after posting.
- 18.11. Where **we** supply display stands to **you** it is a term of their provision that they are used solely for the promotion of **our goods**. If **our** display stands are not used in accordance with this term or they are no longer required they should be immediately returned to **us** at **your** expense.
- 18.12. Without limiting **our** other rights or remedies, **we** may terminate **our** contract with **you** with immediate effect by giving written notice to **you** if:
- 18.12.1. **you** commit a material breach of any term of these **T&Cs** and (if such a breach is remediable) fails to remedy that breach within 5 days of being notified in writing by **us** to do so;
 - 18.12.2. **you** become subject to any insolvency-related event;
 - 18.12.3. **you** suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of **your** business; or
 - 18.12.4. **your** financial position deteriorates so far as to reasonably justify the opinion that **your** ability to give effect to the terms of these **T&Cs** is in jeopardy.
- 18.13. Without limiting **our** other rights or remedies, **we** may suspend provision of the **goods** under these **T&Cs** if **you** become subject to any of the events listed in clause 18.12.2 to clause 18.12.4, or **we** reasonably believe that **you** are about to become subject to any of them, or if **you** fail to pay any amount due to **us** on the due date for payment.
- 19. Accreditation**
- 19.1. **We** are a member of BAFTS Fair Trade Network and are recognised as a BAFTS fair trade supplier.
- 19.2. The BAFTS logo may only be used to promote BAFTS as an organisation and may not be used to identify or promote **goods** supplied by **us**. Whilst **we** remain a member of BAFTS **you** may quote the following in this connection: "BAFTS Fair Trade Network (For further information go to www.bafts.org.uk). Lanka Kade (UK) Limited is a member of BAFTS and is recognised as a BAFTS Fair Trade supplier."
- 19.3. **You** should remain duly diligent when making or repeating any 'fair trade', 'eco-friendly' or 'sustainable' claims and **you** should ensure to **our** satisfaction the correct usage of logos and the validity of any claims to membership of and/or authentication by such organisations as BAFTS, WFTO, Fairtrade Foundation and similar.
- 20. Governing law and jurisdiction**
- 20.1. Any contract between **us** and **you** shall be governed by the laws of England and Wales.
- 20.2. Any dispute between **us** and **you** shall be resolved exclusively by English courts.

Standards for online and website trading

Your website should be considered by **us** to be authentic, of exceptional quality, distinctive within its industry with a unique target audience. The standards below are an expectation and ongoing condition of trade between **us** and **you** and form part of these **T&C**.

- 21. Identity**
- 21.1. **Your** website should be of a professional standard and be clearly distinguishable from other websites.
- 21.2. The brand and name that **you** trade under should be considered by **us** to be appropriate and unique.
- 21.3. **Your** brand identity should be consistent across all of **your** digital marketing, including but not limited to social media profiles and email addresses used by **you**. **Your** branding should include a company strapline, mission statement or similar that is unique and appropriate for **our** brand and range of **goods**.
- 21.4. **Your** website should contain a focused range of **goods** that **we** deem appropriate to be sold alongside **our** brand and range of **goods**.
- 21.5. Any claims **you** make relating to memberships or affiliations that **you** hold with other organisations should be clear and evidenced.
- 21.6. Any use of third-party links on **your** website should be considered by **us** to be appropriate for **our** brand image and **goods**.

22. Content

- 22.1. **You** website should be considered by **us** to provide an honest, truthful, informed and transparent shopping experience.
- 22.2. All text throughout **your** website should be grammatically correct and considered by **us** to be clear, accurate and unique.
- 22.3. **Your** website should present content to a professional and visually impressive standard which includes but is not limited to structured formatting of text and images.
- 22.4. **You** should have a focused, content driven sales and promotion strategy that emphasises the unique selling points of **our** brand and range of **goods**.
- 22.5. The content that **you** share online including but not limited to **your** website and social media profiles should be considered by **us** to be appropriate and professional, and not risk damage to **our** brand or bring **our** reputation into disrepute.
- 22.6. **You** should represent **us** truthfully and accurately at all times, and have a page on **your** website dedicated to promoting **our goods, our** story and fair trade.
- 22.7. **You** should demonstrate **you** have a thorough understanding of search engine optimisation (SEO) and write **your** own unique content including but not limited to description of **goods**, brand descriptions and meta descriptions for use on **your** website.
- 22.8. **You** should use clear, professional images when listing **our goods** for sale. Images should not be misleading or depict **our goods** in what **we** consider to be an unprofessional or degrading way. Professional images can be supplied by **us** to **you** upon request.

23. Functionality

- 23.1. **Your** website should be considered by **us** to deliver a high-quality shopping service which includes but is not limited to quick loading times, clear navigational tools and efficient product search.
- 23.2. **Your** website should be regarded by **us** to offer a confident and secure shopping experience and customer journey. It should accept payments by all major debit and credit cards through a secure payment portal. **You** should clearly display recognised and active security features for secure payment processing.
- 23.3. **Your** website should be compatible and fully operational across all devices including but not limited to mobile phones and desktop computers.
- 23.4. **Your** website should display real time stock availability. **You** should hold sufficient stock for any **goods** made available for immediate despatch on **your** website.
- 23.5. **Goods** that **you** do not hold stock of should be marked as out of stock. **You** should remove from **your** website any **goods** that are listed as out of stock for a period exceeding 4 weeks if the **goods** are available for immediate despatch from **us**.
- 23.6. **Your** website should provide transparent pricing to the visitor at all times, and where applicable clearly include VAT and carriage charges.

24. Compliance

- 24.1. **You** will ensure that **your** website complies with all mandatory legislation which includes but is not limited to:
 - 24.1.1.1. The Consumer Contracts Regulations 2013
 - 24.1.1.2. The General Data Protection Regulation (EU) 2016/679 (GDPR)
 - 24.1.1.3. Payment Card Industry Data Security Standard (PCIDSS).
- 24.2. **You** will clearly display on **your** website **your** company details and contact information. This includes but is not limited to **your** full company name, company registration number for a limited company, VAT number if applicable, geographical business/trading address, landline telephone number and email address. **You** should also display the details of any other business that fulfils any part of the service **you** provide to **your** customer.
- 24.3. **You** will give an accurate and detailed description of **our goods** which includes but is not limited to:
 - 24.3.1.1. Identifying Lanka Kade as the manufacturer of the **goods**
 - 24.3.1.2. Identifying Sri Lanka as the country of Origin
 - 24.3.1.3. Specification for **goods** which includes but is not limited to dimensions and materials of manufacturer which can be found online at www.lankakade.co.uk
 - 24.3.1.4. Professional standard imagery of **our goods** which are a current and accurate representation of the **goods**.
- 24.4. **You** will list toy safety information for all of **our goods** and remain duly diligent to ensure it remains current and accurate. **You** are referred to clauses 4.1, 4.2 and 4.3 in this regard.
- 24.5. **Your** website should permanently display for the benefit of the site visitor:
 1. Cancellation policy
 2. Privacy policy
 3. Returns and refunds policy
 4. Sitemap
 5. Terms and conditions

[END]