

WAFIT – TERMS AND CONDITIONS

Last updated November 2021.

These are the terms and conditions of World Art Exhibitions Ltd, trading as Wafit, a company registered in England and Wales under company registration number 12061523 and whose registered office is Grosvenor House, 3 Chapel Street, Congleton, Cheshire. CW12 4AB. (“we” or “us”). Our VAT registration number is [345771284].

These terms and conditions govern our supply to you (“you”) of our membership service (detailed below). If you do not agree with these terms and conditions, please do not proceed to purchase a membership from us.

1. Membership service and obligations

- 1.1. These terms and conditions commence once you have indicated your acceptance in the declaration section of the web sign-up process.
- 1.2. You must be at least 18 years old to become a member.
- 1.3. At the point that your membership application has been accepted by us, these terms and conditions become a legally binding contract.
- 1.4. We shall supply you with our membership service, which enables you to sell your work or services through us to your buyers, clients or customers, using interest-free credit for up to 12 months (“**Membership**”).
- 1.5. Each Membership is for a fixed period of 12 months (“**Subscription Period**”).
- 1.6. Your Membership will commence on the date your Joining Fee and Subscription Fee (as defined in clause 2) are received and shall continue until you (or we, under certain circumstances) cancel your Membership.
- 1.7. You will be entitled to all the rights and privileges set for the type of Membership you have chosen (and paid for).
- 1.8. Throughout your Membership, you will have access to a Virtual Warehouse.
- 1.9. You must comply with our Membership conditions and scheme rules, which are displayed prominently on our website. These may change from time to time and you should check back.

2. Fees

- 2.1. We charge an initial fee on joining our Membership which covers the initial administration costs (“**Joining Fee**”) and you can choose to pay the fees for your Membership (“**Subscription Fee**”) monthly in advance or in one upfront payment.
- 2.2. Please note that if you choose to pay monthly, you still commit to paying the full fees for the Subscription Period.
- 2.3. As per consumer protection legislation, you can cancel your Membership within 14 days of paying Joining and Subscription Fee and receive a full refund of any fees paid. However, if you use our services immediately, you will be refunded any fees paid, less an amount for the Membership you have already used.
- 2.4. Under any other circumstances, all fees paid for your Membership are non refundable once payment is made.
- 2.5. It is your responsibility to honour your direct debits when they fall due. In the event that any of your direct debits are returned paid and your payments become overdue, we reserve the right to charge interest on the outstanding amount at a rate of 5% above the Bank of England base rate from time to time, whether before or after judgement.
- 2.6. We also reserve the right to suspend or terminate your Membership in the event of non-payment and we are not liable to you for the consequences of such suspension or termination.
- 2.7. If three monthly payments are missed, we will invoice you for all monthly payments for the Subscription Period plus the previously unpaid monthly payments and the accrued interest. We may present an option to reduce the overall fee payable if the outstanding amount is paid online within 7 days of becoming due.
- 2.8. You agree to advise us immediately of any change to the account details you have provided.
- 2.9. The fee for the ‘Dividebuy’ finance is 15% deducted from payments prior to transfer.

3. Log in and password policy

- 3.1. Your LOGIN and PASSWORD can only be used by you and they are issued solely for your own use. This is because your Membership is personal to you and only covers your use of our services.
- 3.2. You are responsible for keeping your LOGIN and PASSWORD secure and confidential at all times.
- 3.3. Your LOGIN and PASSWORD remain our property at all times (unless agreed otherwise and evidenced in writing).
- 3.4. In the interests of the security of all our members, use of LOGIN and PASSWORD are monitored and individuals may be asked to provide other proof of identification.
- 3.5. Should we reasonably believe that your LOGIN and PASSWORD have been used by another individual or individuals, we may (in our discretion) decide to conduct an investigation. If we do so we will:
 - a) inform you, via email, that we believe your LOGIN and PASSWORD have been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and
 - b) following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action, which may include one or more of the steps set out below.

- 3.6. If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your LOGIN and PASSWORD were used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, then in addition to any other legal rights that we may have, we reserve the right to:
 - a) charge a fee, equal to our daily membership charge, to provide access to the Membership to such unauthorised users; and
 - b) cancel your Membership with immediate effect and no refunds will be given nor will we be liable to you for the consequences of such cancellation.
- 3.7. If we have reasonable grounds for believing that you knowingly provided your LOGIN and PASSWORD to another individual or individuals, or allowed unauthorised access in addition to our rights referred to in clause 3.6, we may hold you responsible for any products or services offered by the individual(s) while using your LOGIN and PASSWORD, and you agree to be liable for any loss we suffer as a consequence of that conduct.
- 3.8. The LOGIN and PASSWORD with built-in authentication, issued or otherwise provided to you by us to enable you to securely access the relevant systems in accordance with the terms of your Membership. Only one LOGIN and PASSWORD can be registered to an account at any time, so if you lose or misplace the LOGIN and PASSWORD you need to contact member services to update the LOGIN and PASSWORD immediately.

4. Intellectual property

- 4.1. We are the owner or licensee of all intellectual property rights in our website (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.
- 4.2. You are allowed to print one copy and download extracts of any page on our website for your personal reference, but not for commercial use without a licence from us. You must not alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them. You must not change, copy, reproduce or translate anything on the site without our consent. You are not permitted to license, sell, rent, lease, transfer, assign, distribute, exploit or otherwise make any documents or online resources from the site available to any third party.
- 4.3. If you breach these terms and conditions, you lose your right to use our website, and must destroy or return any copies you have made.
- 4.4. Nothing in these terms and conditions is deemed to transfer any intellectual property rights in the products you add into the Virtual Warehouse from you to us.

5. Our rights and obligations

- 5.1. We respect your right to privacy and will process your personal information in accordance with applicable data protection legislation. For further information, please view our privacy notice [[https://wafit.online/documents/Privacy & Cookie Policy.pdf](https://wafit.online/documents/Privacy%20&%20Cookie%20Policy.pdf)].
- 5.2. We reserve the right to decline to accept any application as we see fit.
- 5.3. We offer credit through our finance partner, currently DivideBuy, who are regulated by the Financial Conduct Authority (FCA). You should check their terms and conditions, available from their website, before committing to becoming a member.
- 5.4. When you sell a product or service and the buyer applies for the credit, we will pay you the full purchase price, less our finance charge of 15%, within 48 hours after we have received proof of delivery of the product or acceptance of a service, however during exceptionally busy times payments may take longer and we will not be held liable for any delays in making payment to you.

6. Representations and warranties

- 6.1. We do not warrant that our service will be available to you all of the time. There may be occasions where we have to close all, or part of, the system for maintenance and updates.
- 6.2. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency.
- 6.3. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your Subscription Fees in such circumstances.

7. Termination

- 7.1. At the end of your Subscription period, your Membership will automatically renew until cancelled in accordance with this clause 4.
- 7.2. You may terminate your Membership at any point by calling the member services team for cancellation options, however you may not be entitled to a refund of your Subscription Fees for the remainder of your Subscription

Period. Your Membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.

7.3. A statement of the Membership balance due will be forwarded to you.

7.4. We may terminate your Membership with immediate effect:

- a) If the events described in clause 3 occur;
- b) You breach our scheme rules, available [here]; and
- c) You materially breach these terms and conditions.

You will still be liable to pay the Subscription Fees together with any accrued interest.

8. Liability Limitations

8.1. We will not be liable to you for any loss of profit or any consequential loss arising from these terms and conditions, and our total liability to you under these terms and conditions will not exceed the amount of charges paid by you under these terms and conditions.

8.2. These terms and conditions do not limit our liability for death, personal injury caused by our negligence, fraud, breach of the terms implied by section 2 of the Sale of Goods and Services Act 1982 (title and quiet possession) or any other matter that the law says we can't exclude. But otherwise, any warranties or terms which are implied into these terms and conditions by any piece of law are excluded.

8.3. Neither party will be liable to the other for failure or delay in carrying out these terms and conditions which is caused by an event beyond our reasonable control, which we could not have foreseen, or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, malicious damage, or default of suppliers or sub-contractors.

8.4. Our liability under these terms and conditions shall be limited to the Subscription Fees you have paid since the start of your Membership.

9. Indemnity

9.1. Every product or service that is sold from your Virtual Warehouse (whether by you or by an individual that has used your LOGIN and PASSWORD) are guaranteed by you and you agree to indemnify us, our employees, subcontractors, partners and agents against all loss, damages, costs and expenses awarded against or incurred by us in connection with or agreed to be paid by us in settlement of any claim by a buyer of the products or services sold from your Virtual Warehouse, whether or not those products have been delivered or services provided.

9.2. You warrant to us that you are the owner or licensee of all intellectual property rights in the products that are sold from your Virtual Warehouse (whether by you or by an individual that has used your LOGIN and PASSWORD) and you shall indemnify us, our employees, subcontractors and agents against all loss, damages, costs and expenses awarded against or incurred by us in connection with or agreed to be paid by us in settlement of any claim for infringement of any patent, copyright, design, trademark (whether registered or not), or other industrial or intellectual property rights of any third party which results from the sale of infringing products via our services.

10. General

10.1. We are allowed to assign, transfer, charge, or sub-contract our rights and obligations these terms and conditions, but you may not do any of these things unless we have previously agreed in writing that you can.

10.2. Nobody other than you and us may rely on any terms of these terms and conditions.

10.3. Changes to these terms and conditions are only binding if we agree them in writing.

10.4. If either party wishes to give a notice to the other under these terms and conditions, we must give it by email to the party's main contact email address. Time of delivery is deemed to be the time of transmission. This arrangement does not apply to the service of any documents in legal proceedings.

10.5. A failure or delay in exercising a right or remedy under these terms and conditions will not take away that right or any other right.

10.6. These terms and conditions, and any non-contractual obligations, are governed by English law and the courts of England and Wales will have exclusive jurisdiction to deal with any disputes arising from it.

11. Contacting us

11.1. If you have any questions or if you have any complaints, please contact us info@wafit.online