

## PARTY PANDA VENDOR AGREEMENT

Last Updated: 11.05.2025

This Vendor Agreement ("Agreement") is made between Party Panda Ltd ("Party Panda", "we", "our", "us") and the Vendor ("you", "your").

By registering as a vendor on the Party Panda platform, you agree to the following terms and conditions.

### 1. Party Panda's Role

- Party Panda operates as an online marketplace connecting customers with independent vendors providing party and event services.
- We act solely as an intermediary and do not own, manage, or provide any of the services listed on our platform.
- Party Panda does not guarantee bookings, payment security, or customer satisfaction.
- We reserve the right to modify platform functionalities, policies, and commission structures at any time, with reasonable notice to vendors.

### 2. Vendor Responsibilities

- You are solely responsible for fulfilling all bookings made through the Party Panda platform.
- You must ensure your services, equipment, and staff comply with all applicable UK laws, safety regulations, and industry standards.
- You must obtain and maintain any licences, permits, or certifications necessary to lawfully provide your services.
- You must provide accurate, up-to-date information regarding your services, pricing, availability, and refund/cancellation policies.
- You must honour all confirmed bookings unless cancellation is agreed with the customer.
- You must maintain high standards of professionalism, service quality, and customer communication at all times.
- Vendors must comply with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR), when handling customer information.
- Vendors may only use customer personal data for fulfilling bookings and may not send unsolicited marketing communications without the customer's explicit consent.

### 3. Public Liability Insurance

- You must maintain valid public liability insurance at all times while operating on the Party Panda platform.
- Insurance coverage must be at least £1 million per claim, or higher if reasonably required by Party Panda.
- You must provide proof of insurance upon request by Party Panda.
- Party Panda bears no liability for any claims, losses, damages, injuries, or disputes arising from your services.

### 4. Payments & Commission

- Customers will pay for your services directly through the Party Panda platform using Stripe.
- Payment to your registered bank account will be made after deduction of:
  - \* Party Panda's commission (5% unless otherwise stated)
  - \* Stripe's payment processing fees (currently 1.5% + 20p per transaction, subject to change)
- Party Panda is not responsible for payment disputes, chargebacks, delayed payments, or fraudulent transactions. Vendors must comply with Stripe's Connected Account Agreement and resolve any disputes directly with Stripe.
- Vendors may not charge additional or hidden fees outside of the Party Panda platform unless expressly agreed with the customer.

### 5. Cancellations & Refunds

- Vendors are responsible for setting, displaying, and managing their own refund and cancellation policies within their Party Panda profile.
- If you fail to fulfil a confirmed booking, Party Panda reserves the right to suspend or remove your account without compensation.
- Excessive cancellations or service failures (as determined at Party Panda's discretion) may result in account suspension or permanent removal.

### 6. Dispute Resolution

- Any disputes between you and customers must be resolved directly between the parties.
- Party Panda will not intervene in service disputes except in cases of suspected fraud, serious misconduct, or legal violations.
- In case of serious disputes involving Party Panda, both parties agree to attempt to resolve the matter through good faith mediation before initiating formal legal proceedings.

### 7. Use of Customer Data

- Vendors may only use customer information provided via Party Panda for the purposes of fulfilling bookings.
- Vendors may not sell, share, or misuse customer information for marketing purposes unless they have obtained explicit written consent from the customer.
- Vendors must implement appropriate security measures to protect customer data in line with UK GDPR requirements.

### 8. Use of Party Panda Branding

- Vendors may use Party Panda logos, badges, and promotional materials to promote their listings, provided they do not misrepresent Party Panda as their own business.
- Party Panda reserves the right to revoke branding permissions at any time.
- By uploading content (images, videos, descriptions), vendors grant Party Panda a non-exclusive licence to use such materials for marketing purposes with prior notification.

### 9. Listings & Removal Policy

- Party Panda reserves the right to approve, modify, or remove any vendor listings that:
  - \* Contain inaccurate, misleading, or inappropriate information;
  - \* Receive repeated customer complaints;
  - \* Fail to meet Party Panda's service or safety standards;
  - \* Remain inactive for an extended period.
- Vendors must update their listings regularly.
- Listings promoting illegal activities, adult entertainment, hazardous materials, or unsafe services (particularly those unsuitable for children) are strictly prohibited.

### 10. Limitation of Liability

- Party Panda is not liable for any indirect, incidental, special, or consequential damages resulting from your services or customer interactions.
- Vendors agree to indemnify, defend, and hold harmless Party Panda Ltd from all claims, liabilities, losses, damages, and expenses arising from or related to their services.
- Party Panda is not responsible for service interruptions, platform downtime, or third-party technical failures.
- A force majeure clause applies, excusing Party Panda from obligations in cases of unforeseen circumstances, such as natural disasters, changes in law, or cyberattacks.

### 11. Agreement Acceptance

- By registering as a vendor and using the Party Panda platform, you confirm that you have read, understood, and agreed to these terms.
- Checking the agreement box during registration constitutes a legally binding contract governed by the laws of England and Wales.
- Party Panda may update this Agreement from time to time. Continued use of the platform after changes signifies acceptance of any revised terms.

I agree to the Party Panda Vendor Agreement, including Insurance, Data Protection, and Liability Terms.

