

The below are the terms and conditions of use that will be undertaken by digital or physical recipients of this document, if they accept work or material sent by or affiliated to Heather More Illustration.

**Defiitions:**

The Discloser- Heather More Illustration of 17/5 Portland Street, Edinburgh, EH6 4SX a sole trader registered in Scotland.

The Recipient- Any persons subject to these terms and conditions, by receiving of this document or by receiving work(s) of Heather More Illustration or work affiliated to Heather More Illustration.

A New Customer- Any persons who has never made a purchase from Heather More Illustration or has asked for or received a refund for their goods. Any refund, refund request or dispute in any capacity between Heather More Illustration and a customer or a potential customer will automatically categorise them as a New Customer

A Recurrent Customer- Any persons who has previously made a purchase from Heather More Illustration but has not asked for or received a refund for their goods or had any dispute in any capacity between Heather More Illustration and themselves.

**Terms:**

1. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of a collaboration, a joint venture, entering into contractual relations or *Pro Bono* work or discussing the possibility of the Recipient and the Discloser entering into a collaboration, a joint venture, entering into contractual relations or *Pro Bono* work (the Purpose).
2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.
3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party [except to its employees [and professional advisers] who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.

4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to: a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.

5. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

6. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.

7. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

8. Upon purchase of work by the the Recipient, the Recipient will need to make an immediate payment if they are a New Customer. If the Recipient is defined as a Recurrent Customer they will have 30 days to make full payment to the Discloser and will agree to pay a £5 late payment fee per day after this 30 day period.

9. The Recipient will be entitled to a refund by returning the products undamaged within 3 working days of delivery. Any refund or reimbursement will rescind any intellectual property rights and ownership held by the Recipient and return them to Discloser. The Discloser is not responsible for the carriage cost of any returns of non damaged items. The Discloser reserves the right to refuse refund if the returned item is damaged in any way by the purchaser, by force majeure or by any party while in transit.

10. The undertakings in clauses 2 and 3 will continue in force indefinitely.

11. The Recipient agrees to pay a fee to of £5000 per work or design to the Discloser for any unauthorised use of designs and works that are related to or in breach of this agreement.

12. This Agreement is governed by, and is to be construed in accordance with Scottish law. The Scottish Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with this Agreement.