

SELLING ON BEHALF CONTRACT

DYLIN'S BRIDAL & LOVED ONCE MORE LIMITED

PARTIES

SELLER: **DYLIN'S BRIDAL & LOVED ONCE MORE LIMITED**

CLIENT:

RECITAL

The Seller supplies Merchandise ("Merchandise"), subject to the following terms and conditions and on any additional or varied terms and conditions agreed in writing by the Seller and the Client (collectively, "The Sale Terms").

TERMS AND CONDITIONS:

1. The Seller has control of the Merchandise listed in the Item Detail Schedule for the period of time recorded in the Item Detail Schedule – 6 months.
2. The Client acknowledges and agrees that the Merchandise is to remain with the Seller for the term of the Contract as set out in the Item Detail Schedule.
4. The Client agrees to pay the Seller a \$75 Administration fee. This fee must be paid on the same day as the Items listed in the Item Detail Schedule/Online submission form are received.
3. The Client undertakes and agrees not to advertise the sale of the items set out in the Item Detail Schedule on any platform during the term of this Contract. This includes but is not limited to Trademe, Facebook, Buy and Sell and the like. Any expenses the Seller incurs selling online will be deducted after commission has been subtracted from the sale price.
5. When the contract expires the Client has 30 days to request the Items in the Item Detail Schedule/Online Submission Form that have not sold, can request items to be returned. If no request is received from the Client, the contract will automatically be renewed for period selected. If return is requested, The Client may collect items from Sellers location or request items to be posted at Clients expense. A standard postage fee of \$40 (North Island) and \$65 (South Island) per Wedding Dress will be required from the Client to the Seller prior to postage. Any additional items listed in the Item Detail Schedule/Online Submission Form (ex 1 Wedding Dress listed), a quote will be received in addition, and will be required to be paid prior to postage.
6. If the Merchandise sells within the time frame recorded in the Item Detail Schedule, the Seller agrees to contact the Client within 30 working days of the sale, confirming whether it sold for cash or by lay-by, Afterpay, Laybuy and Zip. When payment has been received in full by the Seller, the Seller will contact the Client to confirm payment details within 30 working days of receipt of those funds. If payment was received by Afterpay, Laybuy or Zip merchant fees will be deducted from the amount paid to the client.

Payments to Clients are made on the last week of each month. To enable payment to be made to the Client, the Client is to provide the Seller with a copy of the Client's Bank Account deposit slip.

7. The Seller agrees to notify the Client of any offers made for the Merchandise as set out in the Item Details Schedule/Online Submission Form which are outside the recorded parameters. If the Client agrees to the price, the Client is to provide the Seller with acceptance in writing.

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8. Price listed for each item in this contract is the amount the Client wants to receive in hand. The Seller will then add commission and GST to the price listed in the Item Detail Section. The Client acknowledges and agrees that the Seller will deduct from the sale price prior to releasing the funds to the Client - GST of 15% then its Commission of 45% on each individual piece of Merchandise set out in the Item Detail Schedule/Online Submission Form.

If the price listed in the Item Detail Schedule/Online Submission Form is too high once GST and Commission is added, the Seller will contact the Client and advise cost is too high. If the Client chooses not to lower this cost, the Items listed in the Item Detail Schedule/Online Submission Form will be returned to the Client within 30 working days at the Clients cost.

9. Where the Seller has agreed to lay-by terms for the sale of any Merchandise set out in the Item Detail Schedule/Online Submission Form the Client will not receive the net proceeds from that sale until the lay-by has been paid in full.
10. The Client understands that the items listed in the Details Schedule is covered under the Clients Contents Insurance. If the Client does not have contents insurance, the Client needs to inform in writing to the Seller prior to contract being finalized. The Client acknowledges that in the unlikely event of damage occurring to items listed, the Seller's insurance covers for the minimum value listed only or a value determined by the insurance company.
11. The Client agrees to the Seller advertising the Merchandise in any way the Seller wishes to obtain a successful sale.
12. The Seller reserves all rights to purchase any items listed in the Item Detail Schedule/Online Submission Form within the contract period selected. The Seller will pay the Client the minimum amount listed in the Item Detail Schedule/Online Submission form.
13. The Client agrees to provide all items set out in the Item Detail Schedule/Online Submission Form in clean condition. If the Merchandise is not received by the Seller in clean condition, the Client acknowledges and agrees that the Seller has the right to have the item(s) cleaned and the amount paid prior to cleaning done. (Please select in Item Detail). Please be aware minor wear and tear is to be expected.
14. If item requires repairs, permission will need to be received in writing from Client to the Seller. Seller agrees to notify the Client total cost for repairs in writing. Payment will need to be received prior to repairs being initiated.
15. The Client agrees to notify the Seller of any change in contact details. If Client is not able to be contacted for return of items listed in the Item Detail Schedule/Online Submission Form in period of 18 months from contract start date, Seller has the right to donate or dispose of items listed in the item Detail Schedule/Online Submission Form.
16. The Sellers responsibility begins when the items listed in the Item Detail Schedule/Online Submission Form once the items have been inspected and confirmation has been sent to The Client.
17. The Sellers responsibility ends when items listed in the Item Detail Schedule/Online Submission, if not sold, are collected from store, dropped to The Client or items collected from The Seller by the postal company.
18. In the event of breach of contract by either the Seller or Client, the Seller has processes in place. The Seller has 30 working days to return items listed in the Item Detail Schedule at Clients cost. The Seller has Policies and Procedures that must be adhered to before items listed in the Item Detail Schedule can be returned to the Client.

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Please sign below that you have read, understood and agree to our terms and conditions.

Client Name: _____

Signature: _____

Today's Date: _____

Seller Name: _____ trading as **DYLIN'S BRIDAL & LOVED ONCE MORE**

Signature: _____

Today's Date: _____

Client And Item Details Schedule

Client Details

Full Name: _____

Address: _____

Home Phone: _____

Email

Address: _____

Wedding Dress Cleaning Charge \$200. please pay prior to account 06-0709-0851304-00, name as reference. Select per dress. Please pay the \$75 administration fee into the above account as well.

Item Detail

Bridal Gown

Brand _____ Size _____

New or Used _____

Please state the minimum and maximum you would accept for sale of this item

Minimum _____ Maximum _____

Note: Maximum price is your ideal price, minimum price is the least amount you're comfortable to let it go for.

Please list below any defects on item. Please note Dylin's Bridal will contact you in writing if any defects not stated below are found;

Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	Yes: <input type="checkbox"/>	No: In purple shipping bag <input type="checkbox"/>
Clean Dress?	No:	Dress Bag	Yes:

Item Detail

Bridal Gown

Brand _____ Size _____

New or Used _____

Please state the minimum and maximum you would accept for sale of this item

Minimum _____ Maximum _____

Note: Maximum price is your ideal price, minimum price is the least amount you're comfortable to let it go for.

Please list below any defects on item. Please note Loved Once More will contact you in writing if any defects not stated below are found;

Clean Dress?	Yes:	No:	Dress Bag	Yes:	No:
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Secondary Contact Person

Name: _____

Contact Phone: _____

Email Address: _____

Address: _____

