

## **Selling on behalf contract**

### **Elodie Bridal**

#### **Parties**

**Seller:** Vicky Hughson trading as Elodie Bridal

**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 or 12 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.
3. The Client undertakes and agrees to not 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.
4. When the contract expires the Client has 30 days to request the items in the Item Detail Schedule that have not sold, to be returned. If no request is received from the Client, the contract will be automatically renewed for the period selected if the seller wishes. If return is requested, or the seller no longer wishes to sell on behalf, the Client may collect items from Sellers location or request items to be posted at the Clients expense. A standard postage fee of \$40 per Wedding Dress will be required from the Client to the Seller prior to postage.
5. 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 sale, confirming whether it sold for cash or by lay-by. 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.
6. 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 Clients bank account details.
7. The Seller agrees to notify the client of any offers made for the Merchandise as set out in the Item Detail Schedule which are outside the recorded parameters. If the client agrees to the price, the Client is to provide the Seller with acceptance in writing.

8. 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% (If appropriate) then its commission of 30% on each individual piece of merchandise set out in the Item Detail Schedule.
9. Where the seller has agreed to lay-by terms for any merchandise set out in the Item Detail Schedule, 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 Item Detail Schedule are covered under the Clients Contents Insurance.
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 within the contract period selected. The Seller will pay the client the minimum amount listed in the Item Detail Schedule.
13. The Client agrees to provide all items set out in the Item Detail Schedule in clean condition. Please be aware, minor wear and tear is to be expected.
14. The Client agrees to notify the seller of any change in contact details.
15. The Seller's responsibility begins when the item listed in the Item Detail Schedule has been inspected and the contract has been signed.
16. The seller's responsibility ends when items listed in the Item Detail Schedule, if not sold, are collected from the studio or items are collected from the seller by the postal company.
17. If the Client decides to terminate the contract early, there will be a \$50 fee charged by the Seller, payable before the items listed in the Item Detail Schedule are returned to the Client. The Seller has 30 working days to return the items listed in the Item Detail Schedule at the clients cost.

**Client Name:**

**Signature:**

**Date:**

**Seller name:** Vicky Hughson trading as Elodie Bridal

**Signature:**

**Date:**

**Client and Item Detail Schedule**

**Client details**

Full name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Length of contract **(please circle one)**:                      6 months                      12 months

**Secondary contact person**

Name: \_\_\_\_\_

Contact Phone; \_\_\_\_\_

Email address: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Item detail

Category (**please circle**)                      Bridal gown                      Veil

If other, please state item                      \_\_\_\_\_

Brand (if known)                                      Size: \_\_\_\_\_

New or Pre-loved                                      \_\_\_\_\_

Please state the minimum you would accept for the sale of this item: \_\_\_\_\_

Note: minimum price is the least amount you are comfortable to let it go for. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Clean Dress:                      Yes / No                      Dress Bag:                      Yes/no

Agreed Retail Price:                      \_\_\_\_\_

Less 30% commission:                      \_\_\_\_\_

Amount to be paid to Client if sold:                      \_\_\_\_\_

### Item detail

Category (**please circle**)                      Bridal gown                      Veil

If other, please state item                      \_\_\_\_\_

Brand (if known)                                      Size: \_\_\_\_\_

New or Pre-loved                                      \_\_\_\_\_

Please state the minimum you would accept for the sale of this item: \_\_\_\_\_

Note: minimum price is the least amount you are comfortable to let it go for. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Clean Dress:                      Yes / No                      Dress Bag:                      Yes/no

Agreed Retail Price:                      \_\_\_\_\_

Less 30% commission:                      \_\_\_\_\_

Amount to be paid to Client if sold:                      \_\_\_\_\_