

## PRELOVED SELLER AGREEMENT

Welcome to [tinybearsclotet.com.au](http://tinybearsclotet.com.au) ("Site"). Tiny Bears Closet are the owners and operators of this Site.

Tiny Bears Closet - ABN : 18 225 696 162

This agreement becomes activated from that the Preloved Seller (Consignor) is approved by Tiny Bear's Closet (Consignee) after filling out the online form 'Apply to become a Preloved Seller'.

The agreement is between private people wanting to sell their children's secondhand items with Tiny Bear's Closet.

'Preloved Seller' or 'Seller' (**Consignor**)

Tiny Bear's Closet (**Consignee**).

This agreement along with our 'Terms of Service' and 'Privacy Policy' form a part of the preloved seller agreement and govern your use of the Site as a Preloved Seller (Consignor).

Please read our Terms of Service and Privacy Policy carefully before becoming a Preloved Seller as these documents create a binding contract between Tiny Bear's Closet and the Consignors.

### BACKGROUND

1. (A) The Seller owns the goods described in item 1 of schedule 1 (**Description of Goods**).
2. (B) The Consignee agrees to take the Goods on consignment for sale.
3. (C) The Seller agrees to provide the Goods to the Consignee for sale under 6 months, knowing the consignee will not return the Goods if not sold during the 6 month time period.
4. (D) Tiny Bear's Closet (consignee) will pay commission to the Preloved Seller (Consignor) on the item sold.
5. (E) Tiny Bear's Closet pay their sellers once per month to the seller's nominated bank account, in store credits or through donation to charity.
6. (F) After the 6 month time period is over the seller's items will be taken off the website and the seller will not receive commission on any items not sold.
7. (G) The seller must have claimed their commission within 12 months of the commission end date.
8. (H) In the event of stolen, loss or damage, the Seller will be reimbursed their commission percentage on the item/s the event has occurred to.

### OPERATIVE PROVISIONS (1,2, & 3)

#### 1. Agreement to sell

In consideration of delivery of the Goods by the Seller to the Consignee (receipt of which is hereby acknowledged), the seller agrees that the Products will be listed on Tiny Bear's Closet's website and will be sold, packed and shipped to all buyers by the Consignee on behalf of the Consignor. The Consignee agrees to use its best endeavours to sell the Goods online on the website [www.tinybearsclotet.com.au](http://www.tinybearsclotet.com.au) for 6 months.

#### 2. Events upon sale

Within 6 months of date of sale of any Goods the Consignee must remit the commission earned to the Seller specified in item 4 of schedule 1 in relation to the Goods sold.

Tiny Bear's Closet will pay the seller their commission monthly after the sale of each item, as long as the minimum of total sales are above \$20, anything less will follow over to the next month's pay cycle. In the end of the 6 month period all owing commissions will be sent through even if it is less than \$20.

In the event of damage, stolen, or loss, the seller will be reimbursed with the amount corresponding to the seller's share (40%) to justify as if Tiny Bear's Closet had sold all the seller's clothes. Specified in item 8 of schedule 1.

### **3. Sale or return**

All Goods which have not been sold by the Consignee within 6 Months of being live on the website will be gifted to people in need, donated to charity groups or recycled. Tiny Bear's Closet does not return any items to the seller. The seller should only send items in that they are finished with and ready to part ways with. Tiny Bear's Closet may use items, not sold on the website, in markets to promote the business and spread awareness. Items sold after the commission period has ended goes to Tiny Bear's Closet.

(4,5,6 & 7 continued further down)

## **SCHEDULE 1**

### **1. (A) & (B) Description of Goods**

Tiny Bear's Closet sells secondhand children's clothes and shoes. The seller is responsible to organise their outgrown/unused children's clothes to follow suit with Tiny Bear's Closet's Brands List and Conditions before they send anything in. The seller needs to be finished with the clothes completely as no returns are made, once the clothes arrive to Tiny Bear's Closet. The ownership on what items will become available for sale is completely up to Tiny Bear's Closet.

The clothes must be whole, clean and not purchased for more than 5 years ago. Tiny Bear's Closet accept children's clothing from size Premature - and up to 5 years. We also accept baby booties, tights, hats, rain clothes, caps, toddler & baby shoes. We do not accept any items that are missing the size or brand label, has a personal name written on the label, have stains, excessive wear, have been affected by washing, has holes, pilling or stretching. These items should always be sorted out by the seller first, and NOT be sent in.

Tiny Bear's Closet do not accept socks, baby bibs, blankets, baby carriers, travel bags, bedding, towels, sunglasses, jewelry, toys or other items not mentioned above. If they are sent in, they will not be available for sale regardless of condition and will be donated or recycled. The seller is responsible to ensure items are newly washed and packed neatly before sending them to Tiny Bear's Closet.

### **2. Shipment / Pick-up of the Goods**

Shipment of the Preloved Seller's Goods to Tiny Bear's Closet is paid by the Preloved Seller. Local Preloved Sellers have an option to use our free pick-up service on the Sunshine Coast

if they live within 15 minutes from Bli Bli or Caloundra, communication regarding this option will be done through email and text messages on the phone once accepted as a seller. Shipment/packing of the Goods is preferably in a large and full box/carton or bag.

### **3. Pricing the Goods to be sold**

Tiny Bear's Closet (Consignee) decides the price for all items at any given time during the entire 6 month sale period. What determines the price is the brand, demand, and above all the condition of the item.

Due to the nature of Tiny Bear's Closet's online store, wanting to rehome as many preloved items as possible, Tiny Bear's Closet can at any time change the price of the seller's products or discount them without notifying the seller. This will also occur towards the end of the seller's 6 month sale period, to encourage customers to shop and increase the chance for the items to be sold and the seller to receive their commission on any items sold.

### **4. Price of Goods (Commission to Seller once Goods are sold)**

Tiny Bear's Closet (Consignee) will pay commission to the Preloved Seller (Consignor) on the item sold. The seller receives 40% of the sales price under \$50 and 60% of the sale price over \$50. The outstanding percentage of the sale price goes to Tiny Bear's Closet and covers tax (we use profit margin taxation), warehousing, handling fee, marketing, wages, cost of the business etc. No hidden costs are added/deducted from the seller. The commission percentage paid to the seller is before we deduct tax.

The seller can choose to receive their commission into their own nominated bank account, in store credits or to donate their profit to the month's nominated charity. If the seller chooses to receive their payment as store credit, they will receive 50% of the item's sale price to shop with at Tiny Bear's Closet resulting in an extra 10% per item sold.

Any items sold for more than \$50 (Tiny Bear's Closet sets all prices on any items, please check item 3 in schedule 1) the commission increases to 60% for the seller on each item.

### **5. Payment to the Seller**

Tiny Bear's Closet pay their sellers once per month to the seller's nominated bank account as long as their minimum of total commissions earned are above \$20 or it will follow over to next month's pay cycle. All commissions will be paid out at the end of the 6 month sale period if less than \$20. Store credits will receive a gift card and donations will go to the nominated charity with receipt of transaction sent to the seller.

The seller's bank details are asked for before the seller can send in their clothes to Tiny Bear's Closet to ensure that we have the details required before the commission is being calculated and ready to be paid out.

The seller will receive a summary of their sales in an email with all relevant information at the end of the 6 month sale period. We will specify all items that have been sold as well as the total commission earned for the seller.

## **6. Goods not sold**

After the 6 month time period is over the seller's items will be taken off the website and the seller will not receive commission on any items not sold. The ownership of the items not sold will hereby belong to Tiny Bear's Closet. These items may now be sold in market stalls by Tiny Bear's Closet to promote the website and the business (they will never be available on the website again after the commission period has ended). We will make sure that the clothes that did not get sold are used in an environmentally friendly way by being gifted to people in need, donated to charity groups or recycled.

## **7. Expiration of Unclaimed Commissions:**

It is the seller's own responsibility to keep track of their own sale period and when it ends. Tiny Bear's Closet will email the seller when the commission period ends with the final statement and summary of their sale period with us. Tiny Bear's Closet is not responsible for emails that end up in spam/junk or if the seller has entered an incorrect email address.

The seller must have claimed their commission within 12 months of the commission end date. If this is not done before 12 months, the seller's commission accrues to Tiny Bear's Closet.

## **8. Stolen, damage or loss:**

Tiny Bear's Closet is responsible for the seller's clothes until sold or for the duration of the seller's commission sales period (6 months). Should something happen to the items during the 6 month commission period before being sold, the Seller will be reimbursed their commission percentage on the item/s the event has occurred to.

If stolen, loss or damage occurs before registration of the seller's clothes has taken place, the seller understands that we cannot calculate their share if all the goods had been sold (based on unknown condition and brands), however, a payment is made according to the weight of the box when it was sent to us with a kilo price of \$10 AUD /kilo. The weight will be based of

the registered weight at the post office where the seller handed in the box(es)/bags of clothes/items before shipment to us.

## **OPERATIVE PROVISIONS (4,5,6, & 7)**

### **4. Title**

Title in the Goods will remain the Seller's until the first of the following occurs:

- (a) the Goods are sold by the Consignee;
- (b) the Goods are lost or damaged (whether or not by the Consignee or by any person for whom the Consignee has legal responsibility);
- (c) the Consignee does not approve the products to be worthy of selling on their website, due to brand and/or condition;
- (d) the Consignee performs any act which has the effect of adopting the transaction (including without limitation, reselling the Goods or dealing with them as the Consignee's own property or making actual or constructive delivery of the Goods to any person for any purpose or transaction); or
- (e) the Goods does not sell through the consignee's website under the 6 month agreed sale period.

### **5. Risk**

- (a) Risk in the Goods passes to the Consignee upon delivery of the Goods by the Seller to the Consignee.
- (b) If any loss or damage to the Goods occurs after delivery of the Goods to the Consignee within the 6 months of commission period, this will be considered to be a sale of the Goods to the Consignee entitling the Seller to payment pursuant to item 8 of schedule 1 of this agreement.

### **6. Consignees obligations in relation to Goods**

**The Consignee must not:**

- a. (a) remove, deface or cover up the identification code or ownership from the Goods;
- b. (b) misrepresent who is the owner of the Goods (Sellers will have confidential information unless agreed on by both parties of the Seller and Consignee); or
- c. (c) in any way assign, charge, lease or otherwise deal with, or create a security interest over, the Goods except for the purposes of, and consistent with, this agreement.

**Executed as an agreement**