



RECYCLED LUXURY FASHION ON CONSIGNMENT

ABN 20 674 403 944

CONSIGNMENT FORM



Please include this form with your items for posting or pick-up. We will contact you on receipt of your parcel to discuss completion of your consignment.

YOUR DETAILS

Name:		
Address:		
Suburb:	State:	Postcode:
Email:		
Phone:	Mobile Phone:	

PAYMENT DETAILS



Our main form of payment is via direct deposit into your nominated bank account. Please fill out your details clearly below. Alternatively, we can post your payment cheques to the contact details provided above.

Electronic Funds Transfer

Account Name:	
BSB:	Account Number:



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POSTING YOUR PARCEL

Postal Address

Please post your items to -

**BLUE SPINACH
348 LIVERPOOL STREET
DARLINGHURST NSW 2010**

Please consider your method of shipping so your items arrive at Blue Spinach safely. We recommend you use a service with tracking and if your items are expensive then insurance or sign on receipt may be choices you wish to consider also. Blue Spinach cannot be held responsible for items that are lost, damaged or otherwise during transit.

RETURNS

Unsold Items



We will discuss with you a suitable method for return of any unsold goods. Alternatively, if you do not want them returned we can donate them to charity on your behalf.

Items Not Acceptable For Re-sale



If we have received items from you that are unacceptable for sale, due to damage or staining, are fake or counterfeit, or not to the high standards we require -

1. You will be charged a \$50.00 return postage fee payable prior to us shipping back your items.
2. We can donate the items to charity on your behalf.



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CONSIGNMENT LIST

Please fill out the list below with as much detail as possible to help us evaluate your stock for pricing. If you have any specific pricing requests please make a note of this. Remember to include any original purchase receipts or authenticity cards etc. you may have.

Table with 5 columns: LABEL, DESCRIPTION, SIZE, RRP \$, SELL\$. Includes an example row for Chanel and a total items row.

HAPPY TO MARK DOWN MY ITEMS [checkbox]

PLEASE DO NOT MARK DOWN MY ITEMS [checkbox]



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CONSIGNMENT TERMS & CONDITIONS

Blue Spinach Recycled & New Designer Clothing Company
("Blue Spinach") of 348 Liverpool Street,
Darlinghurst, New South Wales, Australia, 2010

1. Application:

1.1 These terms and conditions govern the consignment, sale, storage and handling of Your items taken on a seasonal basis which You have delivered or propose to deliver to Blue Spinach ("Items").

2. Appointment of Blue Spinach:

2.1 You appoint Blue Spinach as Your agent to sell Your Items. You authorise Blue Spinach to sell Your Items, in accordance with any instructions You may give Blue Spinach or otherwise subject to Blue Spinach' discretion.

3. Title and Risk:

3.1 Title and risk to and in Your Items remain with You until title passes to the purchaser in accordance with the sale. Title to the Items does not at any time pass to Blue Spinach.

3.2. You warrant to Blue Spinach that:

3.2.1. You own and are authorised to sell the Items;

3.2.2. all security interests over the Items have been disclosed to Blue Spinach in writing prior to consignment and any new security interests will be disclosed to Blue Spinach immediately upon creation;

3.2.3. You have not appointed another agent to sell the Items on Your behalf;

3.2.4. the Items are not copies, fakes or replicas of luxury brands; and

3.2.5. You agree to provide the Items dry-cleaned or freshly laundered, pressed and presented on hangers (if clothing). If the Items are provided to Blue Spinach by parcel the Items must be neatly packaged. Items must be padded out to avoid crushing, wiped clean and polished (if shoes or handbags).



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4. Payment for Items, Commission and Costs:

- 4.1. If Blue Spinach sells Your Items, Blue Spinach will issue an invoice to the purchaser as Your agent.
- 4.2. Blue Spinach will pay the purchase price to You, less any amounts payable by You to Blue Spinach under clause 4.4 in accordance with the sale via cheque through the post or via direct bank deposit (preferred method).
- 4.3. The sale price of any Items not sold by Blue Spinach within two (2) months after the appointment of Blue Spinach as Your agent may at the sole discretion of Blue Spinach be reduced by twenty percent (20%). You agree that Blue Spinach may in its sole discretion make further reductions in price of any Items at the end of the season.
- 4.4. You are required to pay the following costs and commission to Blue Spinach in consideration for Blue Spinach selling Your Items:
 - 4.4.1. unless otherwise agreed in writing, Blue Spinach' standard rate of commission applicable at the date of sale (currently 50% of the final sale price (ex-GST));
 - 4.4.2. all costs and expenses incurred by Blue Spinach directly in connection with the sale of Your Items, including (without limitation) freight, handling, testing, dry cleaning, laundry services and government levies, taxes or other duties;
 - 4.4.3. any storage fee under clause 4.6; and
 - 4.4.5. any other amount payable by Blue Spinach on any account or to a third party in relation to the sale.
- 4.5. Any amounts which You owe Blue Spinach under clause 4.4 that are not recovered from the proceeds of Your Items sale (including because no sale occurs or the amounts are not owed until after the sale proceeds are paid to You) will be debited against Your account.
- 4.6. Blue Spinach may charge You a storage fee if Your Items are held for a period exceeding three (3) months (unless otherwise stated). This fee will apply from the end of the three (3) month period. The storage fee will be charged at Blue Spinach' standard rates for storage, which are available from Blue Spinach upon request. These fees are subject to change from time to time.



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4.7 Blue Spinach may in its sole discretion dispose of any Items held for a period exceeding three (3) months (unless You contact Blue Spinach requesting the return of the Items within three (3) months after the appointment of Blue Spinach as Your agent).

5. Termination of Blue Spinach' Engagement:

5.1. Either party may terminate Blue Spinach' appointment as Your agent under these terms and conditions on seven days' notice in writing to the other party.

5.2. Termination of Blue Spinach' appointment does not affect Your liability to pay any amount owed to Blue Spinach under these terms and conditions.

5.3. You grant Blue Spinach a lien over Your Items until all outstanding costs, commissions and advances under clauses 4.4 and 4.6 have been paid in full. If Blue Spinach' appointment as Your agent is terminated before Your Items are sold, Blue Spinach is entitled to retain possession of Your Items until You have paid all amounts owing to it under these terms and conditions.

5.4. You agree with Blue Spinach to make an appointment prior to collecting any unsold Items to ensure Blue Spinach can pack and check any Items ready for collection.

6. GST:

6.1. If GST is payable by a supplier on a supply made under these terms and conditions, then to the extent that the consideration is expressed as an amount of money (the monetary consideration) for that supply and is not stated to include an amount in respect of GST, the supplier may increase the monetary consideration by the applicable amount of GST and the recipient must pay that increased amount at the same time and to the same extent as any part of the monetary consideration that is payable to the supplier in respect of that supply.

6.2. Words defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning when used in these terms and conditions in clauses concerning GST.

7. Liability:

7.1. You indemnify and keep indemnified Blue Spinach at all times against any liabilities, losses, damages, costs or expenses incurred or suffered by Blue Spinach and all actions, proceedings, claims or demands made against Blue Spinach relating to the quality or condition of Your Items or Your Items matching



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any description provided by You (or other person acting for You), other than to the extent caused by the wilful or negligent acts or omissions of Blue Spinach.

- 7.2. To the extent permitted by law, Blue Spinach liability under these terms and conditions excludes all indirect or consequential losses or damages (including loss of profits, loss of contracts, loss of opportunity or loss of reputation), irrespective of how those losses were caused (including as a result of Blue Spinach' negligence), even if such losses were reasonably foreseeable.

8. Miscellaneous:

- 8.1. These terms and conditions shall be governed by and construed in accordance with the laws of New South Wales Australia and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.
- 8.2. If a provision of these terms and conditions is illegal or unenforceable, it will be severed from these terms and conditions and the remaining terms and conditions will continue in full force and effect.
- 8.3. The waiver of a breach of these terms and conditions will not be a waiver of any other breach of that provision or the breach of any other provision.