

BEST KEPT SECRET

Terms and Conditions

The Agency will act as your Agent to sell your items of women's wear or accessories at the price agreed with you or at a price decided by the Agency if left to the Agency's discretion and in each case subject always to the reductions, sales and promotions hereinafter referred to. The Agency will reduce items and garments after 4 weeks on display and then further again 4 weeks before they are due to be collected and will have occasional sale/promotion periods during which the price originally agreed with you may be reduced. You warrant that you are the owner of all items given to the Agency for sale. The Agency does not accept stolen or counterfeit goods and you may be asked to provide provenance.

The Agency accepts most items of designer and top-end high street women's wear and accessories except underwear and fur. All items must be in as new or immaculate condition and must be clean throughout with no stains, holes or blemishes or tainted by smoke or other odours. Garments should be no older than 3 years unless otherwise agreed with the Agency. Buttons and zips should all be intact and working properly and collars and cuffs must be in excellent condition. The Agency reserves the right to refuse to accept for sale any item which it feels does not meet these standards.

Items proposed for sale should be brought into the shop during its business hours. The items will be inspected either at that time or if not possible then during the next 5 working days following which the Agency would ask you to contact it so that it can let you know which items have been accepted for sale. The Agency would ask you to collect any items not accepted for sale as soon as possible.

The Agency will give you at the time of agreed acceptance of any item (after inspection for sale) a Form containing a receipt for the items, a note if necessary of their condition and an acceptance by you of these terms and conditions.

The Agency will retain the items for sale in its shop for a minimum period of up to 8 weeks. The Agency shall retain 50% of the sale proceeds as its commission on sale. The balance of the sale proceeds will be paid to you on or after a minimum of two weeks as long as there is no problem with the payment for the item not clearing or requiring to be refunded. A maximum of £50 cash can be collected at anyone time otherwise a cheque will be issued for any monies owed. Once sold the client receives 50% of the selling price. If there is a minimum price that you would like for a garment ***please let us know*** when you bring it in. Otherwise we will use our discretion.

The Agency will display the items for sale in its business premises at Farmer Court, Unit 3, Tutbury, Staffordshire, DE13 9LP or occasionally at external events or may choose to advertise them for sale on EBAY. Sellers must accept that potential buyers will handle the items and may try them on and that some blemishes or damages may occur and accordingly items not sold and returned to their owners may be returned in this condition.

Garments and items sold on EBAY may incur listing fees and final value fees as stipulated by EBAY. Any fees payable to EBAY will be deducted from your 50% share of the sale proceeds. PAYPAL fees will be paid by the AGENCY.

All items left with the Agency by you for sale remain your property until sold and are left at your risk. The Agency does not accept any liability for any loss or damage of any type to the items so left with it. The Agency does not accept any responsibility for items lost or stolen whilst in its possession. Sellers should make their own insurance arrangements to cover loss or damage to any items if they so wish.

Items are held for twelve weeks and **must** be collected after this time. The responsibility lies with the client to contact us after 12 weeks. Since we have many clients we are unable to call you. We will therefore assume that, unless agreed otherwise, if items are not collected after this period they are no longer required and Best Kept Secret will take over ownership of the item(s) to do what they please. If you cannot collect your items by the due date (due to holiday or illness) then **PLEASE** let us know.

Best Kept Secret reserves the right to withdraw any garment from display, which on further inspection fails to meet our high standards.

These terms and conditions are subject to change without notice. Clients will be deemed to have accepted these terms and conditions upon delivery and collection of their items to Best Kept Secret. However you will be asked to sign this when you leave items of clothing with us, stating that you have read and understood the agreement and also accept and abide by its terms.

Print name

Signature

Date