

## Trading Assistant and Seller Contract

This consignment agreement is between the "Owner" listed below and Anna's Pride acting as a "Trading Assistant". *Trading Assistants are not employees, consultants, or independent contractors of eBay Inc.*

By affixing Owner's signature to this contract, Owner agrees to all terms and conditions and fully understands the consignment services as offered by the Trading Assistant.

I agree to allow the Trading Assistant to sell my item(s) on eBay and I understand payment will not be issued until the new owner pays, receives the item and leaves feedback for the trading assistant or 30 days has lapsed from the date of shipping.

**I understand it is against the law to sell fake goods:**

- a) If an item is found to be not authentic while sorting the owner will receive notification to collect it within 10 working days. If not collected on the 11th day the item will be destroyed.
- b) If an item is found to be not authentic when the item was sold to a customer, the owner must pay a fine of £25 and will not be eligible for consignment commission. Any possible related fees to this case will be deducted from the owner. The owner will not receive the item back.

I agree that I have truthfully and accurately described the condition, relevant information to the trading assistant and I understand flaws, stains or defects will be described on the live eBay listing and may cause lower sale price.

I attest that I am the legal owner of consignment items and/or have permission/legal right to sell consignment items. I am over the age of 18 and will provide a copy of current identification required by Trading Assistant.

I understand if I receive a bid at or above my stated opening bid price (or at or above the reserve price), I am obligated to complete the transaction with the highest bidder upon the auction's completion, unless there is an exceptional circumstance, such as: (a) the buyer fails to meet the terms of listing or (b) buyer's identity cannot be authenticated then Trading Assistant may choose to not sell to this Buyer.

I acknowledge that I may not sell my item(s) on my own during the course of the sale and that should this occur; I will pay Trading Assistant a stop selling fee of £25.00 per item.

I acknowledge that I may not take my item(s) back during the course of the sale which is 12 calendar months period and that should this occur; I will pay Trading Assistant a stop selling fee of £25.00 per item.

I realise that shill bidding is not permitted. I will not, nor will I have another party bid on my item(s) in order to artificially raise the level of bidding or price of my item. I understand that this type of bidding is not only against eBay policy but is also against the law. Shill bidding will result in a stop auction fee of £25.00 per item. I am aware that during the course of the sale there may be questions about my items from prospective buyers for which I am obligated to respond to Trading Assistant within 24 hours. Failure to respond in a timely manner may result in a lower final sale price.

I understand that should the unlikely circumstance of damage occur to my item prior to or during sale, with the exception of 'acts of nature', that no fees will be incurred and I will be compensated at the minimum

eBay appraisal value of item or the opening bid price, whichever is less. I recognise that the item then becomes the property of the Trading Assistant.

I recognise, though every precaution is taken, that there are some risks involved in Internet commerce (ecommerce).

I agree not to hold Trading Assistant liable for charge back claims or auction payments made with fraudulent or insufficient funds. I am aware that I may not receive payment or the return of my item should this occur. Should I receive payment prior to Trading Assistant being made aware of this unlikely occurrence, I agree to reimburse Trading Assistant in full.

When requested by the Trading Assistant, I agree to pick up any unsold items within 10 days of notice being sent, (phone or text or email notice). After 11 days, unsold items that are not picked up will be considered abandoned property and auctioned off to cover storage and sale expenses. Owner agrees to surrender all ownership rights of the consigned item with no additional authorization from Owner.

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED AS IS AND WITHOUT WARRANTY. Anna's Pride IS NOT LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THIS AGREEMENT OR THE CONSIGNMENT OF YOUR ITEMS. THIS IS THE COMPLETE AGREEMENT OF THE PARTIES. THERE ARE NO ORAL TERMS.

Owner Name & Signature \_\_\_\_\_

Trading Assistant Signature \_\_\_\_\_

Bank payment details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**Item Details:**

**Terms of Sale:**

**You Get**

50% per single item up to £250

60% per single item up to £1000

70% per single item from £1000 and over

Trading assistant is responsible for all eBay, PayPal and shipping fees. However, if free shipping is included, the shipping costs will be split between the trading assistant and the consignee.

**Owner will receive 50% of the final sale price each single item selling under £250 any single item selling over and up to £1000 Anna's Pride commission will be adjusted to 40%**

**Single items selling over £1000 the fee will be adjusted to 30% with Anna's Pride paying all eBay, PayPal and shipping fees.**