CONSIGNMENT AGREEMENT
www.thechangingroom.co.za

Thanks very much for consigning with The Changing Room. We are very excited that you have decided to partner with us. Should you have any questions, please feel free to email or call us.

Email: info@thechangingroom.co.za
Toni Tamaris: 082 8216643
Nathalie Moor: 0832514006

This Consignment Agreement (the "Agreement") is made and effective

BETWEEN:

THE CHANGING ROOM (the "Consignee", a private company formed in terms of the laws of South Africa, with its registered head office located at

Peterhof Road, 7 Woodcutters Grove, Hout Bay, 7806

AND

…… (the "Consignor"), a private individual residing at

…….

In consideration of the terms of this agreement, the parties agree as follows:

1. **WHEREAS**

   The parties declare:

   a. The Changing Room conducts the business of selling authentic "barely worn" high end luxury merchandise to the end consumer via its website.
   b. The Consignor desires to consign to The Changing Room certain goods set forth in the Consignment Inventory which shall form part of this Agreement.
   c. The Consignor warrants that the consigned goods are not counterfeit.

d. The Changing Room desires to arrange for the sale and distribution of its merchandise throughout South Africa and abroad.
e. The Consignor has agreed to allow The Changing Room to hold the merchandise on behalf of the Consignor for a specified period of time as set out in this agreement.

2. EXCLUSIVE APPOINTMENT

The Changing Room shall have the exclusive right to sell and distribute the Consignor's merchandise on the terms set forth in this Agreement.

3. DELIVERY OF MERCHANDISE

a. The Changing Room may arrange, at its own expense, for the collection of the merchandise that the Consignor wishes to sell, in the event of The Changing Room arranging a visit with the Consignor to evaluate the closet of the Consignor. Alternatively, the Consignor may arrange for the delivery at his/her own expense of the consigned goods to The Changing Room's place of business. Please ensure that these items are insured before shipping to us.
b. The Consigned Goods shall remain the sole property of Consignor until sold. The Changing Room hereby acknowledges that it takes possession of the consigned goods only on a consignment basis and it does not acquire any property right or security interest in such Consigned Goods.
c. The Consignor shall not be responsible for any loss of or damage to the merchandise whilst it is under The Changing Room's control.
d. The Consignor shall ensure that the goods are clean and in excellent condition prior to handing over to The Changing Room. If dry cleaning is necessary, the Consignor shall, at his/her own expense, arrange for same.

4. WHAT WE ACCEPT FOR CONSIGNMENT

a. The Changing Room focuses on Women's high-end gently worn, pre-loved luxury brands. Please refer to our website for our accepted brands.
b. We accept women's clothing, handbags, scarves, shoes, sunglasses, jewelry and other fashion accessories.
c. We do not accept brands such as Gap, Forever21, Country Road, Zara, Old Navy, etc.
d. We accept Vintage clothing which must be older than 20 years and preferably branded.
e. Please refer to our Quality Standards below.

Quality Standards

No Stains
- No stains and marks, especially light-colored garments and around the neckline and underarms

No Tears

- Check for holes and tears, particularly along hems and seams.

No Alterations

- No alterations, especially at hems and sleeves.

No Damages

- No broken handles, straps, and zippers. Ensure all handbags parts are intact and functional.

Odour Free

- Products with cigarette, pet, and musty storage smells will not be accepted.

Authentic

- Our team carefully inspects all products to ensure authenticity. No replicas or missing brand labels can be accepted.

5. SALE OF MERCHANDISE

a. The Changing Room will contact the Consignor via email when the box arrives at our premises.
b. The Changing Room will then send you an inventory of your goods with our proposed selling prices of items we are able to sell.
c. The Changing Room will then photograph and list the items with full descriptions on our website.
d. Items we are unable to sell will also be listed separately in the inventory. The Consignor will then have the choice to arrange, at you're his/her expense, for the collection of the items we are unable to sell or s/he may choose to donate them to the charity we are supporting at the time.
e. The Changing Room shall devote its best efforts to ensure the sale of the Consignor's item(s).
f. All sales shall be via an accredited online payment portal or EFT. All sale prices shall be fixed by The Changing Room, in consultation with the Consignor, prior to any sale of the Consignor's item(s).
g. The Changing Room shall not sell the Consignor's merchandise for less than the agreed selling price, which prices shall be reflected in the Inventory handed over to the Consignor at the time of transfer of the merchandise, unless otherwise agreed to in writing between the parties.

6. COMMISSIONS

a. The Consignor shall receive 50% of the selling price.
b. The Changing Room accepts as full payment a commission equal to 50 % of the gross selling price exclusive of any VAT which may be payable. Charitable donations shall be made by The Changing Room on a monthly basis to a charity of our choice that supports underprivileged women and children.

7. MONTHLY STATEMENTS

a. The Changing Room shall furnish the Consignor with monthly statements indicating all sales transactions during the preceding month and the extent of the current inventory. Such statements shall be received by the Consignor no later than second day of each month.
b. As soon as is practical after the receipt and sale of any merchandise on behalf of the Consignor, The Changing Room shall remit via EFT to the Consignor, net commissions for such sales in accordance with the commission schedule as set forth in "Annexure A", which is annexed to this Agreement.

8. CONSIGNMENT PERIOD

The Consignment period shall begin on the date the items are listed and shall continue for a period of twelve (6) months, with the option to extend for additional six (6) month period upon mutual acceptance. If there are items that have not sold after a year, the Consignor may contact us to arrange for their return, the costs of which are for his/her account, or s/he may elect to donate them to the charity that The Changing Room is supporting at the time.

9. MANAGEMENT OF CONSIGNEE'S BUSINESS

a. The Changing Room shall have the entire charge of the management and operation of its business.
b. The Consignor shall have no supervision or control over The Changing Room's business and methods used and employed by The Changing Room in carrying out the purposes of this Agreement, and shall in no event be responsible for the negligence of The Changing Room.

10. TITLE

The title to and property of the Consigned Goods shall remain with the Consignor until such time as the Consigned Goods are purchased. The Consignor hereby warrants to The Changing Room that it has good and marketable title to the products consigned and that none are subject to any liens or other encumbrances and further warrants that the consigned goods pursuant to this Agreement are not in violation of any trademark, copyright or other proprietary right of any third party. The Consignor hereby agrees to indemnify and hold harmless The Changing Room from all damages, law suits, litigation, awards and costs, including but not limited to, attorneys' fees that may arise out of the display or sale of the products for any reason whatsoever, including but not limited to civil or criminal suits over authenticity, legality, ownership, infringement of copyright or trademark or any other claim or litigation.

11. TERMINATION

This Agreement is not transferable and may be terminated by either party on 10 (ten) days written notice to the other.

12. GOVERNING LAW

It is agreed that this Agreement shall be governed in accordance with the laws of South Africa.

13. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

14. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall only be binding if evidenced in writing signed by each party.

15. NO IMPIED WAIVER

Either party's failure to insist, in any one or more instances on strict performance by the other party of any of the terms to this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

16. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to imply meaning or intent.

17. ELECTRONIC SIGNATURE/COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For the purposes of this Agreement, use of email or other electronic medium shall have the same force and effect as an original signature.

18. AMENDMENTS

No amendment, modification or waiver of any terms of this Agreement shall be valid or binding unless it is written and approved by all parties to this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

THE CHANGING ROOM	**SELLER**
……	…….....
Authorised signature	Authorised signature
…….	……
Print Name and Title	Print Name and Title
……	…….
Date	Date

ANNEXURE A COMMISSION SCHEDULE

Distribution of the proceeds of each sale shall comprise the following:

Consignee	50%
Seller	50%
Charity	At The Changing Room's discretion

The Changing Room shall have the right to elect which charity to donate the designated proceeds of sales to, but undertakes to choose charities that benefit underprivileged women and children.