

## **Public Seller Terms & Conditions 2020**

- 1) Delivery of goods to the Canterbury University Snow Sports Club Incorporated (CUSSC) shall constitute the agency where the CUSSC is the Vendors agent to sell the goods on the terms provided. The CUSSC Agency shall be irrevocable by the vendor from the time of delivery until 5:00pm on June 28<sup>th</sup>, 2020 (Sale Day). The CUSSC reserves the right to revoke the agency and withdraw the goods from the sale at any time prior to, or during the sale.
- 2) **The CUSSC reserves the right to refuse or accept goods for sale unconditionally.**
- 3) Upon delivery of the goods to the CUSSC, the Vendor will complete and sign a Sales record, agreeing on a price to sell the goods. The Vendor will receive a sticker to place on the goods. This will display a price, size and description of the goods along with the reference number and barcode. This number will match a second sticker that is to be affixed to these terms and conditions. This is the Vendor's receipt and must be surrendered to the CUSSC when collecting unsold goods.
- 4) The CUSSC will offer the goods for sale on the sale day by private treaty upon the posted terms and conditions of the sale. The CUSSC reserves the right to charge prospective purchasers an administrative fee.
- 5) **Commission on goods sold will be 20% of the sale price (GST Inclusive), with a minimum commission of \$5.**
- 6) Payments to vendors will be held for fourteen days after the sale to enable clearance. Payment can be expected 7 days after this by cheque, crossed and marked non-negotiable, or via a bank transfer into a nominated bank account. A copy of the sales receipt specifying sale prices and the commission will accompany the cheque, or be sent by email to those opting for a bank transfer to the nominated email address provided upon registration.
- 7) **Unsold goods may be claimed on the sale day from the CUSSC on production of the Vendor's copy of the Terms and Conditions (receipt). A security docket will be issued to enable goods to pass through the security checks and removed from the sales venue. Claims are to be made between 5pm and 6pm on the Sale Day.**
- 8) **Unsold goods not collected on sale day may be claimed from the CUSSC by arrangement via the said email. A \$5 per item administration fee will be charged.** Goods not collected will be held by the CUSSC and it is the Vendors responsibility to contact the CUSSC for release of the gear. **If the gear is not collected within 3 months of the Sale Day, the gear will become property of the CUSSC.**
- 9) Risk in the goods delivered to the CUSSC shall remain with the vendor until sale by the CUSSC. The CUSSC or any other person involved with the contract of the sale shall not be made in any way liable to the vendor or any other person for loss or damage to the goods after delivery to the CUSSC however caused. The vendor is to make certain that the goods offered are insured under the Vendors Chattel Insurance.
- 10) The vendor warrants that the goods delivered to the CUSSC are owned unconditionally by the vendor and are not subject to any security or charge. CUSSC holds the right to contact authorities if the goods are believed to have been obtained illegally.
- 11) Information concerning the sale by the Vendor herein may be used for statistical purposes by the CUSSC and shall remain property of that association. The Vendor authorizes that the CUSSC is to use such information but in accordance with the provisions of the Privacy Act 1993.
- 12) While CUSSC will make every effort to ensure goods are presented for sale are complete, they accept no responsibility for missing parts or fastenings.

**Commission will be charged at 20% above the \$5 minimum fee.**

**Unsold goods will be charged a \$5 administration fee if not picked up on sale day**

**If you have opted to donate your goods you do not need to pick up**

**Gear not picked up within 3 months of Sale Day will become property of CUSSC**

<b>Date</b>	<b>Times</b>	<b>If gear is NOT collected at these times, please contact CUSSC at canterburysnowsale@gmail.com</b>
28th June	5pm -- 6pm	

**This is your responsibility.**