

Trade My Clutter will be referred to as “We” and/or “Our” and/or “Us”

The Customer will be referred to as “You” and/or “Your”

## 1 Selling Service

### 1.1 Selling Terms

- 1.1.1 We will use Our business account on eBay and other selling platforms to sell Your items.
- 1.1.2 Once We have put Your items on the selling platform, We have entered into a contract with the selling platform. We therefore cannot accept any items which are already listed for sale on another site. Neither can You sell Your items at the same time by other means.
- 1.1.3 We will choose a starting price deemed appropriate for each item based on its condition and research of the market at the time of listing. We will decide if an item will be listed as an auction or ‘buy it now’. The minimum listing price for any item will be £40. Any items We deem to be below this value will either be bundled or returned to You.
- 1.1.4 We cannot predict and will not be held responsible for final sale prices or items not selling.
- 1.1.5 If an item does not sell, We can donate it to charity free of charge or You can opt to collect it. Any unsold items which have not been collected within 2 weeks of notification, without prior agreement, will be disposed of.
- 1.1.6 Items must be received in good working order (unless they are being sold for spare parts) and in a clean, good quality condition.
- 1.1.7 We reserve the right to refuse items for sale for whatever reason.
- 1.1.8 We are unable to sell any fake or unauthorised/replica branded items. Proof of authentication may be requested. If authentication cannot be proved We may refuse to sell Your item.
- 1.1.9 You are responsible for ensuring that collection only items are available as soon as they are sold so they are ready for immediate pick up.

### 1.2 Selling Fees

- 1.2.1 For Our services, We will take the following commission fees from the final sale price:

Final Sale Price of Item	Commission Fees (taken from sale price of item)
Under £150	40%
£150 - £500	35%
£500 - £1,000	30%
£1,000 - £3,000	25%
Over £3,000	20%

- 1.2.2 We will manage and cover all postage costs.
- 1.2.3 We will also deduct the selling site fees, at the current 'pay as you sell' business rate, from the final sale price.
- 1.2.4 We will relist items that do not sell as deemed necessary. This will incur additional listing fees at the current 'pay as you sell' business rate.
- 1.2.5 If an item does not sell, We will not take any commission fees except in the situation described in section 1.3 below. You will still be liable for the small listing fee at the current 'pay as you sell' business rate which will be deducted from Your balance.
- 1.2.6 The commission fee covers the creation of the initial listing. If You decide to make further changes to the listing once it is live an additional 10% of the listing price will be taken each time, regardless of whether the item sells.

### **1.3 Storage**

- 1.3.1 You are responsible for keeping large collection only items until they are collected by the buyer. If You ask Us to store these for you, we will charge a storage fee of £3 per item per week. This service cannot be guaranteed and will depend on the storage space We have available at that time.

### **1.4 Cancellation Policy**

- 1.4.1 Under consumer rights You have a 14 day 'cooling off period'. If You change Your mind and decide You do not wish to sell an item, You have the right to cancel within the first 14 days. If work has already started, as instructed by You, You will be charged for those services already provided before You cancelled. You will be charged for the hours of work undertaken at the rate of £45 per hour. If an item has already sold, You will be charged the full commission price.
- 1.4.2 After the 14 day cancellation period has passed, if You change Your mind and decide You do not wish to sell an item, You will be charged the commission fee calculated from the starting price, based on the fee structure detailed in clause 1.2.1 above. However, once an item has been bid on or sold and We have entered into a contract with eBay, it cannot be withdrawn from sale. If You decide to cancel after a home visit where We have taken the details of your item(s) for listing, but before We have listed them to sell, You will be charged for the time spent at the home visit at a rate of £45 per hour.

### **1.5 Selling Payment**

- 1.5.1 We have a 30 day returns policy with our buyers. Payment to You will be made once 30 days have passed from the receipt of cleared funds from Our buyers for ALL Your sold items. This time may be reduced at Our discretion. You will receive a breakdown of each sale as receipt of Your payment. Payment will be made by bank transfer, cash or cheque.
- 1.5.2 If You request payment before all Your items have finished, Your items will be handled in separate batches and each interim payment will incur a £15 administration fee.

## **2 Sorting and Value Estimation Service**

### **2.1 Charges for Sorting Service**

2.2 You will be charged £45 per hour or part thereof.

### **2.3 Charges for Value Estimation Service**

2.3.1 We will charge £45 per hour or part thereof to give a value estimation of Your items.

### **2.4 Payment Terms**

2.4.1 On completion of Our sorting or value estimation service, You will be provided with an invoice. Invoices must be paid within 7 days of date of issue. In the event of late payment, there will be a penalty of 5% of the total invoice per month thereafter.

2.4.2 Payment can be made via bank transfer, cash or cheque.

## **3 Handling Items**

3.1 We are not responsible for any loss or damage – direct or consequential – that You may suffer as a result of this agreement. In all cases Our liability shall be limited to the selling price of Your items, or predicted sale price if unsold based on research of the market at the time of listing.

## **4 Travel Charges**

4.1 For visits outside a 10 mile radius of Tewin, We will charge a travel fee to Your premises which will include other expenses such as car parking and congestion charges if applicable.

## **5 Insurance**

5.1 We have Public Liability Insurance.