

THE CLOSET

CONSIGNMENT AGREEMENT

2026

Please complete this form and sign the agreement before returning your Consignment Pack. If you have not completed this agreement online already, be sure to include this form (after you have signed and completed it) with your Consignment Pack.

We cannot process your consignment without a signed agreement.

PERSONAL DETAILS

Full Name: _____

Email: _____

Phone: _____

BANK DETAILS

Account Number: _____

BSB: _____

ADDRESS

Street Address: _____

Suburb: _____ State: _____ Postcode: _____

UNSOLD ITEMS

If my consignment items do not sell,
I would like The Closet to:

☐ Return my items at my cost

☐ Donate my items to charity

REJECTED ITEMS

If my consignment items are rejected,
I would like The Closet to:

☐ Return my items at my cost

☐ Donate my items to charity

Last Updated: 01/05/2026

Operated by: Preloved Fashion Pty Ltd (ABN 13 630 367 323)

Address: Unit 14, 10 Depot Street, Banyo QLD 4014, Australia

Contact: customercare@thecloset.com.au

CONSIGNMENT ITEMS

[illegible]

CONSIGNMENT ITEMS

[illegible]

CONSIGNMENT AGREEMENT

TERMS & CONDITIONS



1 PURPOSE & BINDING EFFECT

This Agreement governs the relationship between The Closet (“we”, “us”, “our”) and any individual or entity consigning goods (“Consignor”, “you”, “your”).

By:

- submitting a Consignment Agreement
- sending goods to us
- or otherwise, consigning items

You agree to be legally bound by:

- this agreement
- the seller's guide (where applicable)

Acceptance of goods does not guarantee listing or sale.

2 APPOINTMENT (EXCLUSIVE AGENCY)

You appoint The Closet as your exclusive sales agent for all consigned items during the listing period.

3 ELIGIBILITY TO CONSIGN

You warrant that you:

- are at least 18 years old
- have full legal capacity
- are the lawful owner
- have unrestricted authority to sell
- are not acting for an undisclosed third party

4 OWNERSHIP & TITLE

You warrant that all goods:

- are owned by you
- are free from liens, finance, or encumbrances
- can be lawfully sold

Title does not transfer to The Closet unless:

- the item is purchased outright (buy-out), or
- ownership transfers under clause 15 (returns after payout)

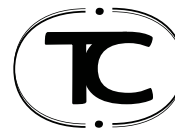
5 SELLER WARRANTIES

You represent and warrant that all goods:

- are authentic
- are not counterfeit or replicas
- have been legally obtained
- do not infringe intellectual property rights
- are safe and not subject to recall
- match any documentation provided

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6 AUTHENTICATION & COUNTERFEIT RISK

All items must be authentic.

You:

- indemnify The Closet against all losses arising from counterfeit goods including:
- refunds
- chargebacks
- authentication costs
- legal fees
- reputational damage

We may:

- reject items
- destroy counterfeit goods
- report matters to authorities

Authentication is conducted in good faith, using commercially reasonable methods.

7 ITEMS ACCEPTED

Items are strictly accepted at our sole discretion. We only accept:

- Women's luxury and designer
 - clothing
 - shoes
 - handbags
 - accessories
 - jewellery
 - sunglasses
 - watches
- Items that you have paid at least \$150 for when you purchased them
- Intimate wear, swimwear and sleepwear are accepted only if new with tags and liners intact and are from luxury and designer brands.
- Fast fashion brands are not accepted, even if they are new with tags.
- The list of accepted and unacceptable brands may change without notice.

8 QUALITY STANDARDS

Items must arrive in excellent, sale-ready condition. All items must be freshly laundered or dry-cleaned.

Items will be rejected if they:

- are stained or damaged
- smell of smoke, mould or perfume
- show any signs of wear
- have missing brand and/or size labels
- have been altered in any way
- having missing buttons or unravelling hems and seams
- show any visible sign of wear or aging
- shoes and accessories must be cleaned prior to submission
- have been bought more than 3 years prior to the consignment date (excluding designer and haute couture pieces, which may be accepted at our sole discretion)
- are made from real fur or other animal by-products (excluding leather)

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9 ACCEPTANCE & DISCRETION

We may, at our sole discretion:

- accept or reject items
- determine suitability
- remove listings
- refuse future consignments

No guarantee of sale is given at any point in time. We may reject items that fail to meet standards for:

- authenticity
- condition
- brand alignment
- resale demand

Authentication assessments are performed in good faith using commercially reasonable methods.

10 PRICING AUTHORITY

You grant us full discretion to:

- set initial pricing
- adjust pricing at any time
- apply promotions or markdowns

Consignor-controlled pricing is not permitted, though feedback may be considered.

11 AUTHENTICATION

You grant us full discretion and permission to determine the authenticity of all items submitted for assessment (where applicable). Authenticity will be:

- reviewed internally
- assessed using professional authentication methods
- referred to third-party authentication services where required

The Closet charges a fee of \$40 per item and \$120 for Hermes items in the instance of 3rd party authentication. This fee will be borne by consignors.

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12 COMMISSION & PAYOUT STRUCTURE

Payout is calculated as a percentage of the **final sale price excluding GST**:

SALE PRICE	CONSIGNOR PAYOUT
\$100 – \$199.99	35%
\$200 – \$499.99	55%
\$500 – \$999.99	65%
\$1,000+	75%

- Discounts and pricing promotions reduce payouts accordingly
- Percentages may change
- You agree that your items may be included in discounts & pricing promotions and that payouts will be reduced accordingly

13 LISTING PERIOD & MARKDOWN

- After 9 weeks → items may be discounted by up to 30%
- After 12 weeks → item becomes ineligible for payout

Unsold items may be:

- returned (at your cost)
- donated
- recycled
- liquidated

14 PAYMENTS

Consignors will be offered either upfront payment in the form of store credit or cash payment as and if pieces sell. Payments are made monthly, and may be delayed due to:

- returns
- fraud investigations
- disputes
- authenticity reviews

You may request a sales statement.

15 RETURNS & REVERSALS

If an item is returned:

Before payout:

- sale is reversed

After payout:

- ownership transfers to The Closet
- no further payment is owed

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16 UNSOLD & REJECTED ITEMS

Unsold items:

- may be returned if requested and which case consignors are liable for shipping costs
- cannot be returned during listing period

Storage limits:

- 2 weeks after listing ends in instances where consignors indicated in their Consignment Agreement that they require the return of items after the expiry of listing periods
- 7 days for rejected goods

If unclaimed, items may be:

- donated
- recycled
- liquidated
- disposed of

No compensation is payable in the instance of unclaimed items.

Rejected items:

- may be returned or donated
- if no preference selected → automatic donation

17 BUY-OUT ITEMS

Where we purchase items outright:

- ownership transfers immediately
- payment is final
- items will not be returned

18 RISK OF LOSS

To the extent permitted by law:

We are not insurers of your goods.

We are not liable for:

- theft
- fire
- transit loss
- third-party actions

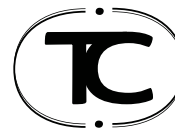
Liability is limited to:

- the expected consignor payout OR \$100 (whichever is higher)

You are encouraged to maintain your own insurance.

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19 BAILMENT CLARIFICATION

A bailment relationship exists, but:

- we owe reasonable care only
- not strict liability

20 FRAUD & CHARGEBACKS

We may:

- recover funds
- offset future payouts
- suspend accounts

21 ABANDONED PROPERTY

Unclaimed goods may be:

- disposed of without compensation
- treated as abandoned property where permitted by law

22 INDEMNITY (CORE PROTECTION)

You indemnify The Closet against all losses arising from:

- counterfeit goods
- breach of warranties
- legal claims
- regulatory action

This obligation:

- is broad
- survives termination

23 LIMITATION OF LIABILITY

To the maximum extent permitted by law:

We exclude liability for:

- loss of profit
- reputational damage
- indirect or consequential loss

Maximum liability:

- consignor payout OR \$100 (whichever higher)

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24 RIGHT TO REFUSE FUTURE CONSIGNMENTS

We may refuse future consignments where you:

- submit unsuitable items repeatedly
- provide inaccurate information
- attempt to consign replicas
- behave abusively

25 DISPUTE RESOLUTION

- Parties must attempt resolution within 30 days
- Failing resolution → mediation in Queensland

26 AUSTRALIAN CONSUMER LAW

Nothing in this Agreement excludes rights under the Australian Consumer Law (ACL).

27 GOVERNING LAW

This Agreement is governed by the laws of Queensland, Australia.

By signing below, you indicate acceptance of our terms and conditions as set out in our Selling Guide and in the Consignment Agreement:

Full Name:

Signature:

Date: