BotherNot

— DONE-FOR-YOU RESALE SERVICE —

Sell-for-you agreement

Customer terms for BotherNot consignment. Read with your personalised item schedule and agreed prices sent by WhatsApp or email.

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1. Who you are dealing with

BotherNot is operated by Louie Fowler, a sole trader. Correspondence address: Melilot, Well Hill Lane, Orpington, Kent, BR6 7QJ. Email: hello@bothernot.co.uk. WhatsApp: 07386 357 962. We do not operate a public shop; visits are by arrangement only.

2. Your items and agreed prices

These terms apply together with the personalised item schedule we send by WhatsApp or email. That schedule identifies each item, its condition, expected selling price and agreed minimum selling price, and forms part of your agreement when accepted. BotherNot may refuse unsuitable items.

You must be at least 18, own the items or have authority to sell them, and tell us about known defects, missing parts, alterations, authenticity concerns, recalls or other significant information. We may inspect and photograph items when received.

You remain the owner of consigned goods until they are sold. We can change advertised asking prices, but will not agree a sale below your minimum price without your express permission. Estimates of value and selling times are not guarantees.

3. What we do

You appoint BotherNot to act on your behalf in arranging, negotiating and concluding the sale of each consigned item, subject to the agreed minimum sale price. This authority is given by you as the item owner; BotherNot does not act as the buyer's agent.

BotherNot is the named seller on the marketplace listing and the buyer deals with BotherNot for payment, delivery, complaints, returns and refunds. BotherNot receives the sale proceeds through its selling account. Your entitlement is the agreed 70% share payable by BotherNot under this agreement, not a separate payment you collect from the buyer.

BotherNot arranges suitable photography, listings, pricing, promotion, buyer enquiries, payment processing, packaging, delivery, returns administration and sale statements. We decide which suitable selling platform to use. We take reasonable care of items in our possession and investigate any loss or damage. Nothing here excludes rights or liabilities that cannot lawfully be excluded.

4. Commission, statements and payouts

Our normal commission is **30% of the actual selling price of each item**, with **70% payable to you**. Buyer postage charged separately is excluded. If postage is included in the item price, the 30/70 split applies to that full item price.

Our share covers ordinary platform fees, paid promotion, photography, packaging, standard postage we incur, listing work and administration. We only charge exceptional additional costs if agreed with you beforehand.

We provide a statement showing each sold item, its sale price, commission and your payout. We pay as soon as reasonably possible and **no later than seven calendar days after cleared proceeds become available**, unless a genuine unresolved return, dispute or payment hold affects that sale.

5. Selling period, withdrawals and uncollected goods

The normal initial selling period is 30 days. If we ask for your instructions and you do not respond, the arrangement may continue in successive 30-day periods on the same agreed minimum-price terms until ended. You can ask to withdraw unsold items, provided a sale has not already been agreed.

You can collect unsold goods free by prior arrangement or ask us to return them by post at your expense. If items remain uncollected, we will send a reminder after 30 days and consider the applicable statutory notice process from 60 days. **We do not automatically acquire ownership** of uncollected items, and any sale or disposal will only be handled where legally permitted and after applicable notices. Declined or unsellable items are returned unless you expressly authorise donation or recycling.

6. Buyer complaints and returns

We handle buyers' applicable statutory rights, complaints, returns and refunds. If a genuine dispute or return arises before your payout, we may temporarily hold the affected amount. If the sale is refunded before payout, no customer payout or commission is due for that sale.

If a buyer return or refund is required **after we have paid you**, and you acted honestly, BotherNot will normally bear that refund without recovering your payout. **Where BotherNot bears the refund and you keep your payout, ownership of the returned item transfers to BotherNot when it is returned to us.** We may then retain, repair or resell it at our own risk. We do not normally contact you about routine buyer returns after final payout, but may contact you if an item fault or other issue needs investigation.

If you knowingly misrepresent or hide significant information, we may seek evidenced, reasonable losses where lawful. We will not pass losses caused by our own mistakes to you.

7. Your 14-day right to cancel

For qualifying consumer contracts agreed remotely or away from business premises, you generally have **14 calendar days from the day after the contract is made** to cancel without giving a reason. To cancel, send a clear statement to hello@bothernot.co.uk, WhatsApp 07386 357 962, or our correspondence address before the deadline. You may use the model form on the final page, but do not have to.

Starting during the cancellation period: Our normal aim is to begin as soon as reasonably possible, but this is not a promise of a specific start date. However, we cannot start the service within the cancellation period unless you **expressly request** it. You can do this in the same WhatsApp/email reply accepting the agreement. Starting early does not automatically remove your cancellation rights. Those rights may be lost on **full completion** of the relevant service only if the statutory requirements, including your acknowledgement, have been met.

If you cancel within the applicable cancellation period, **we do not charge for ordinary work on unsold items**, even if you requested us to begin during that period. Any exceptional third-party cost is payable only if you expressly agreed to it in advance and a charge is lawful. You may collect unsold

items free by arrangement or request return postage at your cost. Where an item has already sold but others remain, we will assess the cancellation position fairly and in accordance with your statutory rights; we do not treat the whole arrangement as fully completed simply because one item has sold.

8. How to accept and request to start as soon as possible

We send these terms and a personalised item schedule by WhatsApp or email. You do not sign or write on this PDF. Your reply must clearly confirm acceptance of the terms and the item schedule. If you want us to start as soon as reasonably possible, including during the 14-day cancellation period where practicable, make this express request in the same reply:

"I AGREE AND REQUEST TO START AS SOON AS POSSIBLE"

The request above means that you expressly ask us to begin as soon as reasonably possible, including during your 14-day cancellation period where practicable. You acknowledge that requesting a start does not itself remove your cancellation rights, but that those rights may be lost once the relevant service is fully completed where the statutory conditions are met. If you do not request work during the cancellation period, we wait until it expires. We confirm the arrangement in writing and retain the message record. The accepted terms, item schedule and correspondence together record your agreement.

9. Questions, privacy and complaints

Contact hello@bothernot.co.uk or WhatsApp 07386 357 962. Our Privacy Notice is at bothernot.co.uk/legal. We will handle complaints reasonably and nothing in these terms removes statutory consumer rights.

Model cancellation form

Only complete and return this form if you wish to cancel the contract. You can instead cancel with a clear WhatsApp or email message.

To: Louie Fowler trading as BotherNot, Melilot, Well Hill Lane, Orpington, Kent, BR6 7QJ. Email: hello@bothernot.co.uk.

I hereby give notice that I cancel my contract for the supply of the following service: BotherNot Sell-for-you consignment service.

Ordered on / agreement date: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____