

# Adelaide Model Railway Exhibition Incorporated

## Consignment Conditions, Terms and Instructions

Thankyou for placing items for sale on the Adelaide Model Railway Show (**The Show**) Second Hand Stall organised by the Committee of Adelaide Model Railway Exhibition Incorporated (**AMRE**). AMRE have sold many thousands of second hand goods without any issues. On rare occasions, issues requiring us to work together can arise. The agreement below describes how you and AMRE agree to manage the sale of your goods.

### Our Agreement

This document sets out the terms and conditions of our agreement between AMRE and you; which includes people you act on behalf of. These terms and conditions cannot be varied unless agreed in writing and signed by AMRE's Secretary.

AMRE takes all reasonable efforts and care to protect your goods from damage or loss before and during the Show; however, **AMRE and/or its agents and/or, its representatives; do not accept any liability to compensate you or people you act on behalf of; for any goods lost, stolen, damaged or not returned to you.**

AMRE warrants that the correct money will be collected at the time of sale. AMRE is responsible for loss of your money from and after the sale of your goods.

AMRE agrees to facilitate the sale of goods on your behalf as a private person. Purchaser's do not have the same expectations or legal rights when they purchase from you as they may have from a commercial retailer. Due to increased risk when purchasing, purchasers expect your prices will be less than current new retail values. **Therefore, AMRE reserves the right to reject any consigned goods, where in the opinion of AMRE, the goods are overpriced.**

AMRE will offer your items for sale at your requested price. AMRE will not negotiate higher or lower prices with purchasers.

You warrant that you are not usually engaged in a wholesale, retail or manufacturing commercial enterprise of selling Model Railway goods.

You warrant that all goods are fit for sale and that you have tested items for completeness and functional serviceability of components that are not visible whilst in their packaging. For example; free rolling of wheels; working lights, smooth engine running commensurate with the age of the goods, complete kits, etc:

- Should a purchaser return a purchased item and demonstrate an item was unserviceable or incomplete; and this could not be observed by inspection in the packaging at the time of sale; and prior to 3pm Monday of the Show; we will refund the purchase price and remove the item from sale.
- Should a purchaser wish to return an item after 3pm on the Monday of the Show, then you agree for us to provide the purchaser with your name and telephone number, to enable you and the purchaser to negotiate a return or otherwise. AMRE will retain the commission that has been deducted.

Items consigned for sale must be completed on the "ConsignmentApplication.xlsx" spreadsheet. Should the spreadsheet be incomplete, AMRE may reject the consigned goods.

AMRE reserves the right to refuse receipt of goods from you, prior to the instructed cut off dates, should we reach our maximum capacity to stock or process goods for sale.

AMRE will send you a cheque for payment of goods sold as soon as practical but within 30 days of the completion of the show.

AMRE will retain ten percent (10%) of the purchase price as commission for AMRE's services to you or people you act on behalf of.

**We agree submission by you to AMRE of the Excel ConsignmentApplication.xlsx Spreadsheet is acceptance by you and AMRE of this agreement.**

## Instructions

1. **Goods will not be accepted after the last weekend in April.**
  - a. We request as a courtesy to our volunteers, that large consignments be delivered prior to the 10<sup>th</sup> of April.
  - b. We also point out that we may reject consignments if we exceed our stocking or processing capacity before the end of April.
  - c. Therefore, please deliver large consignments as early as possible.
2. Please download the ConsignmentApplications.xlsx spreadsheet from AMRE's website [www.modelrailwayshow.org.au](http://www.modelrailwayshow.org.au)
  - a. Should the spreadsheet be damaged please email David Orr (AMRE Second Hand Stall) [davidorr@adam.com.au](mailto:davidorr@adam.com.au) to request a copy of the spreadsheet.
  - b. Should you require further assistance please email David Orr with your telephone number and David will arrange someone to call you back.
3. Please read the instructions in the ConsignmentApplication.xlsx spreadsheet and complete **all** the questions (which includes the list of goods).
4. Email your completed spreadsheet to the email address shown on the Spreadsheet (or enclose a flash drive with a copy the spreadsheet when delivering your goods).
5. Goods and a printed copy of the spreadsheet must be delivered to David Orr. Please contact David (refer spreadsheet for details) to arrange a mutual time and location for delivery. If David is not available, alternative contacts are shown on the spreadsheet.
6. To assist our volunteers; please affix a small removable sticky dot or similar, to each item with your spreadsheet item number and your initials. This will assist us to match the spreadsheet to your consignment.
7. If you are disabled or don't have access to a computer, we recommend you seek assistance from a carer or friend. We may agree to a volunteer completing the spreadsheet on your behalf, providing we have written confirmation from you that you accept the conditions and terms recorded above and that we have the volunteer capacity to assist.
8. The Second Hand Stall will cease trading at 3pm on the Monday of the Show
  - a. Please collect your unsold goods prior to 5.00pm Monday afternoon of the show.
  - b. We will announce over the Public-Address system when unsold goods are ready for collection.
  - c. If you attempt to collect your goods prior to the announcement, this will delay return of yours and other sellers' goods. We respectfully ask for your indulgence.