

THIS AGREEMENT is dated << >>

BETWEEN:

- (1) <<Name of Consignor>> [Limited or Scotland>> under number << >> whose registered office is at <<Consignor's Registered Address>>] (hereinafter known as the "Consignor")
- (2) <<Name of Agent>> [Limited or Scotland>> under number << >> whose registered office is at <<Agent's Registered Address>>] (hereinafter known as the "Agent")

WHEREAS:

- (1) The Consignor [has manufactured or acquired] a certain stock of goods, the quantity and description of which are set out in the schedule (the "Goods").
- (2) The Agent wishes to market the Goods as consignee to [wholesale][or][retail] customers of the Consignor.

IT IS HEREBY AGREED:

1. The Goods shall be at the risk of the Consignor and delivered by it in good condition to the Agent.
2. [The Consignor shall be responsible for the cost of transport, and for arranging transportation.] **OR** [The Agent shall be responsible for the cost of transport, and for arranging transportation.]
3. The Agent acknowledges that the Goods shall remain the property of the Consignor unless and until they are sold to a customer at which time they shall become the property of the customer. The Goods shall at any time become the property of the Agent.
4. The Agent will at its own cost and expense [store and display] the Goods only in the [premises][place of business] of the Agent.
5. [The Agent will at all times mark the Goods at its [premises][place of business][warehouse] separately from other goods belonging to the Agent [and will at all times mark them as the property of the Agent].
6. The Agent will at its own cost and expense protect them from loss, theft, damage and destruction. The Agent will be responsible for any loss, theft, damage or destruction of the Goods from the time of delivery to the Agent until either the ownership of them passes to the customer or the Agent.
7. [The Agent will at its own cost and expense insure the Goods by an insurance policy on the Goods against all insurable perils while they are in the possession of the Agent.]

- Agent's possession in an
Consignor as insured and lo
8. The Consignor shall have t
demand at any time and from
(but is not bound to) on or a
the Consignor any or all of t
when any of the Goods are
return the same in good o
Consignor, it shall at its
[premises][place of business
9. The Agent will use its reas
Consignor's account on cas
applicable) as shall from time
10. The Agent will pay and bea
including all expenses of ha
Goods to customers.
11. The Agent will, upon sale
Consignor separate and ap
until sent to the Consignor,
the Consignor, together with
12. The Agent will accept as full
to << >> % of the Gross Sa
shall become payable upo
proceeds for that sale
13. The Agent will keep a wri
Agreement from time to tim
Consignor to enter its pren
Goods and that inventory an
14. The Agent will issue such a
Consignor.
15. [All personal information tha
in accordance with the provi
Regulation ("GDPR") and the
of the Agent's collection, pro
but not limited to, the purpo
bases for using it, details o
personal data sharing (whe
Privacy Notice [available from
16. [All personal data to be pro
Agreement shall be process
Agreement entered into by th
- the Consignor and naming the
- all of the Goods returned to it on
any such demand, the Agent may
>> and from time to time return to
possession that are unsold. If and
to the Consignor, the Agent will
any return of the Goods to the
de transport from the Agent's
- avours to sell the Goods for the
Gross Sale Prices (plus any VAT
by the Consignor.
- s of acting as consignment agent,
the Consignor, and delivering the
- n the sale proceeds due to the
n trust for the Consignor's benefit
s, less the Agent's commission, to
> days of sale.
- ns hereunder a commission equal
y VAT. The commission on a sale
from the customer of the sale
- oods consigned to it under this
of the Goods, and will permit the
ours to examine and inspect the
- as may reasonably be required by
- be collected, processed, and held
2016/679 General Data Protection
er the GDPR. For complete details
tention of personal data including,
al data is used, the legal basis or
s and how to exercise them, and
signor should refer to the Agent's
- ehalf of the Consignor under this
the terms of the Data Processing

17. This Agreement shall be governed by the laws of England and Wales and the jurisdiction of the courts of England and Wales.

all respects in accordance with the law of the country submits to the [non-] exclusive jurisdiction of the courts of England and Wales.

Description/details

<< >>
<< >>
<< >>
<< >>
<< >>

Sales Prices (exc of VAT)

<< >>
<< >>
<< >>
<< >>
<< >>

IN WITNESS WHEREOF this Agreement has been written

executed the day and year first before

SIGNED by

Signature

EITHER

[<<Name and Title of person signing for and on behalf of <<Consignor's name>>]

[In the presence of <<Name & Address of Witness>>]

OR

[<<Consignor's name>>]

SIGNED by

Signature

EITHER

[<<Name and Title of person signing for and on behalf of <<Agent's name>>]

[In the presence of <<Name & Address of Witness>>]

OR

[<<Agent's name>>]