



YESTERDAZE - TERMS AND CONDITIONS – APRIL 2026

BACKGROUND:

- (A) The Seller (Maker) owns the Goods, as itemised in the Inventory Form.
- (B) The Consignee, Yesterdaze by Kaleidoscope (Yesterdaze) agrees to take the Goods on consignment for sale.
- (C) The Seller agrees to provide the Goods to Yesterdaze for sale or return on the terms and conditions set out in this Agreement.
- (D) Nothing in this Agreement creates a lease, sublease, employment relationship, partnership, agency or joint venture between the Maker and Yesterdaze.

TERMS AND CONDITIONS:

1) AGREEMENT PERIOD

- a) This Agreement lasts for 1 calendar month (Season), unless terminated under Section 9.
- b) Where this Agreement expires and a new Agreement period is entered, the Seller may be required to move the Goods to a different allocated location in Yesterdaze.

2) AGREEMENT TO SELL

- a) All goods are subject to approval by Yesterdaze, prior to being made available for sale in store.
 - i) Yesterdaze is a curated circular fashion store. As part of maintaining our store identity, quality standards and sustainability values, all items and brands are subject to review and approval.
 - ii) This includes, without limitation, items that we consider to be:
 - (1) fast fashion;
 - (2) ultra low-cost or mass-produced fashion;
 - (3) poor quality or low-durability garments;
 - (4) inconsistent with the aesthetic, quality or values of the store;
 - (5) counterfeit, imitation or replica goods; or
 - (6) unsaleable due to condition, age, presentation or relevance.
 - iii) Prohibited Items: Vendors must not supply any items that are:
 - (1) counterfeit, fake or imitation branded goods;
 - (2) stolen or unlawfully obtained;
 - (3) unsafe, recalled or prohibited by law;
 - (4) heavily soiled, contaminated or unhygienic;
 - (5) not owned by the vendor or not authorised for sale by the vendor; or
 - (6) offensive, misleading or otherwise inappropriate for retail sale.
- b) Yesterdaze agrees to use its best endeavours to sell the Goods, at the price set by the Seller.
- c) In consideration for selling the Goods, the Seller agrees to Yesterdaze charging:
 - i) Commission: based on percentage of total sales, and
 - ii) Rent. The Seller agrees to the prepayment of rent upfront.

Both the Commission and Rent will be agreed prior to the Goods being sold.



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3) TITLE OF GOODS

Title in the Goods will remain the Seller's until the first of the following occurs:

- a) The goods are sold by Yesterdaze,
- b) The goods are lost or damaged, or
- c) The seller removes goods from Yesterdaze.

Unless prior agreement with Yesterdaze, any items unsold at the end of the Agreement period must be removed within 7 days at the Seller's expense. Should the items remain uncollected we reserve the right to donate / dispose of the items.

4) PAYMENT FOR GOODS

- a) At the end of each calendar month, Yesterdaze will calculate:
 - i) total sales of the Goods (for the month),
 - ii) total commission (for the month), and
 - iii) total amount due to / owing from the Seller, based on the following formula:
Amount due / owing = Total Sales of Goods – Commission.
- b) Yesterdaze will deposit this amount in the Seller's nominated bank account at the next available payment run.

5) GST

- a) The Seller agrees that by providing Goods for sale under this agreement they are not undertaking a business, and this is private / hobby in nature.
- b) The Seller agrees to the completion of the Statement of Supplier form prior the Goods being made available for sale.
- c) In the event 5) A) does not apply, the Seller agrees to provide their ABN.

6) DISPLAY OF GOODS

- a) Following submission to Yesterdaze of the Inventory Form, the Seller is responsible for affixing respective barcodes to each inventory item. These barcodes will be provided by Yesterdaze.
- b) The Seller may use, subject to Yesterdaze's approval, temporary displays to sell their Goods.
- c) The Seller must display Goods signage approved by Yesterdaze.



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7) INSURANCE

- a) The Seller is responsible for affecting its own relevant insurance over the Goods as required.
- b) Public Liability Insurance relating to the sale of the Goods by Yesterdaze is covered by Yesterdaze.

8) INDEMNITY

- a) The Seller accepts Yesterdaze will not be liable in any circumstances for any damages suffered by the Seller in the sale of its Goods through Yesterdaze.
- b) The Seller is responsible and liable for faulty items, lost items and theft of items that might occur in the shop.
- c) Whilst the Owner has made provision of after-hours security in the Property, the Owner does not accept responsibility for the security of any display, item or stock left in the Casual Letting unattended.
- d) The Seller is the lawful owner of all items, or are otherwise fully authorised to sell them. The Seller accepts Yesterdaze will not be liable in any circumstances for the sale of these goods.

9) AGREEMENT TERMINATION / CANCELLATION

- a) The Hirer may cancel the Agreement by notice in writing to the Yesterdaze at least 7 business days prior to the new season Set-Up Date.
- b) Any notice given after such time will not release the Hirer from its obligations under the Agreement and it remains responsible for all fees payable under the Agreement. Any owing fees must be paid by the Seller at the end of the contract.
- c) Should the Hirer breach any of these terms of this Agreement, Yesterdaze may terminate the Agreement without notice.
- d) Yesterdaze has the right to move or cancel this Agreement at any time without notice.