Sale or return agreement: retailer carries stock

Dated: [Date]

Retailer: [Name]

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- 8. Marketing reports
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- 11. Liability for defects identified after sale
- 12. Risk and retention of title
- 13. Intellectual property
- 14. Indemnities
- 15. Assignment
- 16. Termination
- 17. Consequences of termination
- 18. Data Protection Act 2018 Compliance
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Schedule 1 Products

Schedule 2 Stock management

Schedule 3 Prices

Schedule 4 Sales record

Schedule 5 Data Protection Act 2018 Compliance

This agreement is dated: [date]

The Supplier is: [Supplier's name] ("the Supplier")

The Supplier's address or

registered office is:

[Supplier's address]

The Retailer is:

[Retailer's name] ("the Retailer")

The Retailer's address or

registered office is:

[Retailer's address]

The contract terms are:

1. Definitions

"Intellectual Property"

means intellectual property owned by the Supplier, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, ••••••, •••••, •••••, •••••

"Location" means the [shop / estate of shops / shows / events /

locations / arenas] owned or managed by the ■ ■ ■

........................

...............

"Products" means any one or more item or type of product which

the Supplier offers for sale through the Retailer

• •

.........

.............

OR

"Products" means the products specified in Schedule [1]

OR

2. Basis of agreement

- 2.1. This agreement contains the entire agreement between the parties.

 Each party acknowledges that, in entering into this agreement, he does not rely on
- 2.3. The Retailer is a bailee in possession and not

3. Appointment of Retailer

- 3.1. The Retailer now agrees to use his utmost effort to sell the Products,
- 3.2. The Retailer agrees that he will look after the interests of the
- 3.3. The Supplier now authorises the Retailer to hold, manage and ■ ■
- 3.4. The Retailer will not be involved directly or indirectly in the sale or marketing

4. Ordering, delivery and stock management

- 4.1. The Supplier and the Retailer have agreed and ■ [■ 2]:
 - 4.1.1 which Products will be marketed by the Retailer;

	4.1.2	to be Solution and Solution what quantity of each Products shall be the maximum quantity to be Solution and Solution are Solution and Solution and Solution are Solution a			
	4.1.3	what minimum space at each Location shall be allocated to storage •••••;			
	4.1.4	the method of transport and delivery by the \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare			
4.2.		etailer will store all the Products at his expense and at a Location by the Supplier and any			
4.3.		etailer is responsible for all merchandising and			
4.4.	examin	applier and/or his authorised representative has the right to be all Products in possession of the Retailer at any time during			
4.5.		applier remains at all times and in all circumstances in control of ets terms of trade,			
4.6.	So far as the Retailer has any Products in his \blacksquare				
	4.6.1	insure them against usual risks in its full value, inclusive of all costs spent in bringing it •••••;			
	4.6.2	store, manage and care for the stock, maintaining it in perfect condition •••••;			
	4.6.3	not modify a Product in any way;			
	4.6.4	not interfere with the packaging or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
	4.6.5	keep it separate from any other products and identify it ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			

5.1.	The Price of the Products shall be the price stipulated in the Supplier's published price list ••••••••••••••••••••••••••••••••••••
OR	
5.2.	The Retailer may sell the Products at prices he
AND	
5.3.	Once agreed, the Price for the ••••••[
5.4.	The Supplier may increase the Prices at any time upon giving [12]
OR	
5.5.	In order to give effect to any
Reta	ailer's negative obligations
The F	Retailer agrees = = = = = = = = = = = = = = = = = =
6.1.	sell any other • • • • • • • • • • • • • • • • • • •
6.2.	make or give any promise, warranty,
6.3.	use any advertising • • • • • • • • • • • • • • • • • • •

•••						
Reta	ailer's	positive obligations				
The F	Retailer a	agrees that • • • • • • • • • • • • • • • • • • •				
7.1.	store th	ne Products:				
	7.1.1	[no higher than six units high;				
	7.1.2	with no = = = = = = = = = = = = = = = = = =				
	7.1.3	At a temperature • • • • • • • • • • • • • • • • • •				
	7.1.4	Out of contact • • • • • • • • • • • • • • • • • • •				
7.2.	conditi	e Products only subject to the Supplier's standard terms and ons and the Retailer shall,				
7.3.		every sale through bar-code recognition software and report				
7.4.		erate with the • • • • • • • • • • • • • • • • • • •				
7.5.		iately inform the = = = = = = = = = = = = = = = = = = =				
7.6.	use on	ly advertising and promotional • • • • • • • • • • • • • • • • • • •				
7.7.	comply	v with all legal requirements ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■				

But the Retailer shall not be liable

8.	Marketing reports						
	The F	Retailer					
	8.1.	mainta	ain full and accurate records of:				
		8.1.1	stock in hand;				
		8.1.2	sales, by Location, • • • • • • • • • • • • • • • • • • •				
9.	Payment procedure						
	9.1.	The R	etailer shall pay the Supplier by [■■■■] ■■■■■■ [10th]				
	9.2.	Payments shall • • • • • • • • • • • • • • • • • •					
		9.2.1	Goods returned or				
		9.2.2	Any other reason resulting • • • • • • • • • • • • • • • • • • •				
	9.3.		ns payable under this agreement are exclusive of any value =				
			• • • • • • • • • • • • • • • • • • •				
	9.4.		er party fails to pay any money due to the other party ■ ■ ■ ■ ■				
10.	Pro	ducts	not as ordered				
	10 1	The C	upplior will appure that every Products:				

10).1	The	Supplier	will	ensure	tha	t every	Proc	luct	ts:
----	-----	-----	----------	------	--------	-----	---------	------	------	-----

10.1.1 complies with its description; and

10.1.2 is of ••••••••••••.

11.4.	As soor	as the Products are received by • • • • • • • • • • • • • • • • • •
11.3.	■ ■ , ■	case where it is clear to the session session session and session sess
OR		
	11.2.3	the Customer has returned the
	11.2.2	the defect = = = = = = = = = = = = = = = = = = =
	11.2.1	the defect is reported • • • • • • • • • • • • • • [12] • •
11.2.		to its terms and conditions of sale,
11.1.	reason. ■ ■ ■ ■	
		or defects identified after sale
10.4.		tailer will immediately return
		•••••
10.3.	he mus	etailer finds any defect in the quality or quantity of the Products, t immediately inform
10.2.	::::	
10.2.	Immedi	ately upon taking delivery of any Products, the Retailer shall ■ ■

12.	Risk	and retention of title
	12.1.	The Retailer shall hold the Products on a
	12.2.	The Retailer must store the Products (at no cost to the • • • •) • • •
	12.3.	The Retailer must keep the Products insured to
	12.4.	The Retailer will not move = = = = = = = = = = = = = = = = = = =
13.	Inte	lectual Property
	13.1.	The Retailer may • • • • • • • • • • • • • • • • • • •
		13.1.1 to display [name of [name] / trademark and / or
		13.1.2 to advertise the Products;
		13.1.3 in email messages relating to sales and invoicing
		13.1.4 [more].
	13.2.	Each use of any Intellectual Property of the Supplier

11.5. If the Supplier agrees that he is liable, he = = = = = = = = = = = =

13.3.	The Re	etailer agrees that he will:
	13.3.1	watch out for any infringement of the Intellectual
	13.3.2	assist the Supplier at the
	13.3.3	not use any name or mark • • • • • • • • • • • • • • • • • • •
	13.3.4	not use [the Trade Name] • • • • • • • • • • • • • • • • • • •
Inde	emnitio	es
14.1.		paragraph "Claim" means demands, claims ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	••••	
14.2.	The Su	pplier shall indemnify the
	14.2.1	the use of any Products;
	14.2.2	any act, neglect • • • • • • • • • • • • • • • • • • •
	14.2.3	the proven infringement • • • • • • • • • • • • • • • • • • •
	provide	ed that such liability has not
14.3.		etailer shall indemnify the Supplier throughout the term against s, damage or

14.4. This paragraph (and any other paragraph which excludes or restricts the liability of the Supplier or provides an indemnity to it) applies
Assignment
Neither party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without
Termination
16.1. This agreement shall • • • • • • [• • • •] • • • • • • • •
16.2. by one party giving [3]
16.3. immediately if the other of \blacksquare
16.4. immediately, if a receiver or = = = (= = = = = = = = = = = = = = =
Any termination of this agreement by this
Consequences of termination
Upon the

16.

		■ ■ ;
	17.2.	the Supplier shall, within [= = =] = = = = = = = = = = = = = = =
	17.3.	the parties continue to have
18.	Data	a Protection Act 2018 Compliance
	18.1.	To satisfy the Supplier's and the Retailer's legal obligations in connection with the personal data of a customer or client located • • •
		2018.
	18.2.	Those obligations shall continue I I I I I I I I I I I I I I I I I I
19.	Misc	cellaneous matters
	19.1.	No amendment or variation to this agreement ••••••••••••••••••••••••••••••••••••
	19.2.	The rights and obligations of the
	19.3.	Any obligation in this agreement
	19.4.	No failure or delay by any party to exercise any right,
	19.5.	Any communication to be served on either of the parties

It shall	be de	emed	to I	have	been	delivered:
it Silali	DC GC	CHICA	w	IUVC		aciivcica.

	if delivered • • • • • • • • • • • • • • • • • • •
	If sent by e-mail to the address from which the receiving party has last sent e-mail:
19.6.	<pre>In the event of a dispute between the parties to this agreement, ■ ■ ■</pre>
19.7.	This agreement does not give any right to any third party under the
	Contracts (Rights of Third Parties) Act 1999 / • • • • (• • • • • • • • • • • • • •
19.8.	The validity, construction and performance of this agreement shall be governed by •••••••••••••••••••••••••••••••••••

Signed by [personal name], duly authorised for the Supplier:

Witness to signature: [Signature]

name: [Name]

Address: [Address]

Signed by [personal name], duly authorised for the Retailer:

Witness to signature: [Signature]

name: [Name]

Address: [Address]

Schedule 1: Products

Schedule 2: Stock management

Schedule 3: Prices

Schedule 4: Sales records

Schedule 5: Data Protection Act 2018 Compliance

1. Definitions

•••••	.,
"Act"	means the Data Protection Act 2018.
"Associate"	
"ICO"	means the Information Commissioner's Office.
"Data Protection Legislation"	means all or any of: (a) the GDPR, (b) the applied GDPR, (c) the Act, (d) regulations made under the Act (
"the GDPR"	27 • • • 2016 • • • • • • • • • • • • • • • • • • •
"the applied GDPR"	3
"Law Enforcement Directive"	27 = 2016 = 2016 2016

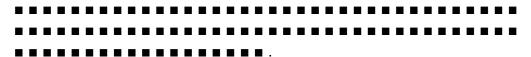
	" ■ ■	
	", " =	
2.	Data	a Protection
	2.1.	
	2.2.	
	2.3.	
	2.4.	1
3.	Hov	w the Supplier and the Retailer shall process data
	3.1.	·=:

	();
3.2.	;
3.3.	
	;
3.4.	
	,
0.5	
3.5.	
3.6.	••••••
	•••••
	•
3.7.	
	3.7.1.
	;
	3.7.2.

	3.7.3.	
	3.7.4.	
	3.7.5.	
3.8.	, ,	
	3.8.2.	the pseudonymisation and encryption of personal data;
3.9.		

	3.9.2.
	3.9.3.
	3.9.4.
3.10.	
3.11.	24)
2 12	provide reasonable assistance to each other in:
J. 12.	3.12.1. ***********************************
	3.12.2.
	3.12.3.
	3.12.4.

		;	-
		3.12.5.	
	3.13.		
4.	Pos	termination	
	4.1.		
		4.1.1.	
		4.1.2.	
		4.1.3.	
		4.1.4.	•
	4.2.		•
5.	War	ranty and acceptance of liability	
	5.1.		=



5.2.

.......................

Appendix 1 to Schedule 5

Data Processing Activities

What either party may process in each category

1.	•••	
	1.1.	Name
	1.2.	Address
	1.3.	Email address
	1.4.	Telephone number
	1.5.	
	1.6.	
	1.7.	[• • • • • • • • • • • • • • • • • • •
2.	Proce	essing the data of these data subjects
3.	:::	
	3.1.	
	3.2.	
4.	Reter	ntion period
	4.1.	
		4.1.1. for accounting and taxation purposes;
		4.1.2. ****** ;
		4.1.3.

4.2.

Explanatory notes:

Sale or return agreement: retailer carries stock

Paragraph specific notes

_				•		
7		1	\sim	ш	 \sim	ns
	i	ப			w	113

We use You decide to change to

Retailer Show Organiser / Event Manager / co name

Products Super Sandwich / Gifts4U / Smell Roses

Supplier Super factors / Jane Smith Ltd

But if you do change the defined word, make sure it applies to every use

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

2. Basis of agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed

The last sub-paragraph uses the phrase "bailee in possession". Use of those words may be important to differentiate the relationship from agency. You do not want your counter party to be an agent because that relationship would enable

3. Appointment of Retailer

Agree all aspects of the structure in order to avoid future problems. It is not essential to specify the duties of the Retailer. You just want him to sell. Here we

4.	Ordering, delivery and stock management			
	These provisions allow for you to take charge and specify what you want, ■ ■			
5.	Price			
	You may not lawfully fix retail prices, as you know. The purpose of making this clear is to protect you against an accusation that			
	••.			
6.	Retailer's negative obligations			
	We have given you a menu of items here and in • • • • • • • • • • • • • • • • • •			
7.	Retailer's positive obligations			
	See last paragraph.			
	We have provided for you to insert the appropriate way to record sales. If you and			
8.	Marketing reports			
	You could join these provisions to the last paragraph. We have presented it separately to emphasis it importance. You probably need sales			
9.	Payment procedure			
	A clear and basic = = = = . = = = = = = = = = .			
10.	Products not as ordered			
	We have provided suggestions. This paragraph should mirror your terms and conditions with end customers. What you			

Liability for defects identified after sale

		ave to tie together the returns procedure you have with your end users twith this Retailer. You • • • • • • • • • • • • • • • • • • •				
12.	Risk a	and retention of title				
	We ha	ave made provision for retention of ••••••.•••.				
	12.1.	The concept and use of a provision for retention of title is helpful in only one situation. That is when you are competing against some other party to establish ownership of goods in the				
	12.2.	The only truly safe procedure is to limit • • • • • • • • • • • • • • • • • • •				
13.	Intellectual Property					
		ousiness managers appreciate just how much IP is owned by the less. There is an enormous variety of IP rights, from I I I I I I I I I I I I I I I I I I				
14.	Inden	nnities				
		s not a cross indemnity because the Supplier is indemnifying against ct-				
15.	Assig	nment				
	Give o	careful thought to this.				
16.	Termi	ination				
	•••	fer alternatives. The termination notice				

Consequences of termination

We have no comment. Edit as required. In particular,
Data Protection Act 2018 Compliance
Self explanatory provisions.
The Data Protection Act 2018 applies to all personal data which passes through your organisation or that of your agent in
•••
The scope includes data about •••• • • • • • • • • • • • • • • • •
A data controller decides the purposes • • • • • • • • • • • • • • • • • •
Because a sale of goods under this agreement involves the probability that ■
Where you are the processor,
You should identify whether your business is a "data controller" or a " ■ ■ ■

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It is important that
The full requirements can be found at:

End of notes