



# Nearly New Sale Kent

## Terms & Conditions and Privacy Policy

By entering the sale venue as a buyer, by signing the seller registration form or signing the trader application form, you are agreeing to the following terms and conditions. Please make sure you have read and understood these, if you have any further questions please contact us at [info@nearlynewsalekent.co.uk](mailto:info@nearlynewsalekent.co.uk).

### TRADERS, SELLERS & BUYERS

**Complaints:** Any complaints relating to the sale itself (not about an item which has been bought and is deemed to be faulty - please see Refunds section below) should be emailed or sent in writing as soon as possible after the sale. We will acknowledge your complaint within 14 days of receipt, and we will aim to have the matter resolved within 52 days. We do not offer any financial compensation other than those outlined in the 'Refunds' section below.

**General Data Protection Regulations:** Keeping your personal information safe is very important to us and we are committed to complying with privacy and data protection laws and being transparent about what we do. **We will never forward your details to third parties, but your mobile number and email address will be used by us to tell you about future sales and to keep you up-to-date. You can opt out of this at any point by emailing [info@nearlynewsalekent.co.uk](mailto:info@nearlynewsalekent.co.uk).** Please contact us with questions about this policy or your data protection rights. You can also request a copy or more detail about the personal information we hold on you.

**Venue:** By taking part in a NNS Kent event, either as a buyer, seller or trader, you acknowledge and accept the rules of each venue. All publicly accessible areas will be clearly signposted. Our venues are working schools and may have other events taking place at the same time. Please keep all fire exits clear and treat the venue with respect.

### TRADERS

**Bookings:** Nearly New Sale Kent (NNS Kent) bookings are subject to availability. All bookings are made on a first come first served basis, following receipt of an application form with payment. A booking is only secured when full payment has been received and a confirmation email sent.

**Cancellation of a booking:** Cancellation of a trader stand or flyer advert application, must be done by emailing [info@nearlynewsalekent.co.uk](mailto:info@nearlynewsalekent.co.uk), as soon as possible before the sale. A full refund will be given if notified at least 2 weeks before the sale date, after this point, no refund will be given.

**Cancellation of a NNS Kent event:** If for any reason a NNS Kent event does not take place or has to change dates or venues, all traders will be booked onto the next available sale date or refunded in full.

**Advertising leaflets:** Businesses or individuals may advertise with NNS Kent by placing flyers in our goody bags. Leaflets must be no larger than A5, and we can accommodate up to 300 leaflets per sale. Leaflets need to be supplied with an application form and payment at least 2 weeks before the sale.

**Trader stands:** The venue will provide 1 small table, an additional table may be brought along on the day.

### SELLERS

**Signing in/out:** All sellers must sign in between 9.30 - 10.00 and must sign out as they leave.

**Bookings:** Nearly New Sale Kent (NNS Kent) bookings are subject to availability. All bookings are made on a first come first served basis, following receipt of a registration form with payment. A booking is only secured when full payment has been received and a confirmation email sent. Sellers are required to be present at the sale for the whole day from 9.30am until 5pm.

**Confirmation of Bookings:** NNS Kent will confirm every individual booking by email and attach your seller pack with confirmation of your seller number. We cannot reserve places under any circumstances. Your 100, 2-part seller labels will follow in the post or be delivered by hand. If we run out of seller places and you have submitted an application form, we will contact you and offer to roll over your place to the next available sale, or we will issue a full refund of any seller fees already paid.

**Cancellation of a booking:** Cancellation of a seller place, must be done by emailing [info@nearlynewsalekent.co.uk](mailto:info@nearlynewsalekent.co.uk), as soon as possible before the sale. If labels have already been sent, we will refund 50% of the seller fee, cancellations after this will not be refunded.

**Cancellation of a NNS Kent event:** If for any reason a NNS Kent event does not take place or has to change dates or venues, all seller places will be booked onto the next available sale date or refunded in full.

**Commission:** 20% commission is payable to Nearly New Sale Kent by all sellers. If a seller is unable to attend and we are still able to accommodate your goods, a 50% commission is payable. All sellers will be paid within 2 weeks of the sale date.

**Condition of items:** All items have to be in 'nearly new' condition - clean, complete and in working order. Items that require batteries should have batteries included to show the item is working. Any items found to be dirty, outworn, incomplete, unsafe, faulty or broken will be removed from the sale and the seller will be notified. NNS Kent reserves the right to cancel or refuse a seller's future bookings with us if their items do not comply with our quality standards. Toys and equipment should comply with British Safety Standards, and should not be subject to a product recall (please check all equipment)

**Items we cannot sell:** For Health & Safety reasons, we are not permitted to sell, car seats, booster seats, baby bike seats, crash or bike helmets, soft toys with loose buttons or eyes, hand knitted items (blankets, clothes, toys etc.), food and drink (sweets, unused baby milk or formula), electrical items requiring mains electricity (items requiring batteries, without a plug are acceptable), glass & china items Any such items will be removed from the sale and the seller notified. NNS Kent reserves the right to cancel future bookings with us if a seller does not comply with the above guidelines.

**Labelling:** All items must be brought to the sale in a box/boxes with your seller number clearly marked. Items must also be labelled correctly as outlined in the 'Labelling Instructions' document, using only labels issued by NNS Kent. Anyone deemed to have reproduced or purchased their own labels may be refused registration to future sales.

**Lost Property:** we try our best to look after items during a sale, but often labels become detached or separated. Any items not bearing a label will be clearly displayed as 'lost property' and can be viewed any time during the day of the sale. Any remaining lost property will become the property of NNS Kent and we may resell or donate these items to a charity shop. NNS Kent accepts no liability for loss or damage of items, howsoever caused.

**Ownership of items:** Items remain the seller's property until the point of sale when ownership passes to the buyer. NNS Kent does not accept responsibility for the quality and safety of any item offered for sale, the responsibility rests with the seller prior to the sale and with the buyer following the sale. Please read the 'Refunds' section below if there is a problem with an item you have bought.

**Refunds:** Items are sold as seen, and must be checked carefully by the prospective buyer before purchase. In the event of an issue or complaint from a buyer, we reserve the right to withhold payment for the item until the matter has been resolved at which point a refund will be given to the buyer, or the seller paid.

## **BUYERS**

**Ownership of items:** Items remain the seller's property until the point of sale when ownership passes to the buyer. NNS Kent does not accept responsibility for the quality and safety of any item offered for sale, the responsibility rests with the seller prior to the sale and with the buyer following the sale. Please read the 'Refunds' section below if there is a problem with an item you have bought.

**Refunds:** Items are sold as seen, and must be checked carefully by the buyer before purchase. If in doubt, do not buy the item in question and alert a member of our volunteer team to have the item removed from the sale. If any items you have bought are deemed to be faulty, you must notify us by email at [info@nearlynewsalekent.co.uk](mailto:info@nearlynewsalekent.co.uk) within 48 hours of the sale ending, stating the seller number, item description, price and any details of the fault. We will then notify the seller and we will withhold payment for the item until the matter has been resolved. If a refund is to be given, the item must be returned to us together with the original sale label within 5 days of the sale. Items without the original label cannot be refunded, this does not affect your statutory rights. All refunds are only to be given in exceptional circumstances at the sole discretion of NNS Kent and/or its representative.

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