

TERMS AND CONDITIONS FOR LEIGHTON BUZZARD NCT NEARLY NEW SALE



1. In these terms (a) "Seller" means any person offering items for sale at a NCT nearly new sale; (b) NCT means Leighton Buzzard branch of NCT; (c) "NNS" means an NCT nearly new sale.
2. These terms and conditions (interpreted together with information in the Nearly New Sale Seller's Pack) shall apply to any NNS and shall prevail over any terms and conditions contained or referred to in any documentation submitted by any seller or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. Offering items for sale at a NNS constitutes acceptance of these terms and conditions. A variation of these conditions is valid only if it is in writing and signed by both parties.
3. In return for payment received from the Seller, the NCT agrees to use reasonable endeavours to offer for sale items provided by the Seller at the NNS. The NCT will only accept items which are of good quality and clean and which satisfy the requirements set out in the Seller's Pack accompanying these terms and conditions. The NCT will not accept certain items for health and safety reasons, such items are listed in the Seller's Pack.
4. The NCT agrees to use reasonable endeavours to hold the NNS on the stated date. However the NCT accepts no responsibility or liability for any cancellation, suspension or delay of any NNS. The NCT will provide notice where possible of any cancellation, suspension or delay. The Seller shall not be entitled to any refund following cancellation, suspension or delay of any NNS.
5. Liability to any person under these terms and conditions for fraud (including fraudulent misrepresentation) or death or injury resulting from its own or that of its employees agents or representatives negligence shall not be limited.
6. Save as set out in term 4 above and as far as legally possible (a) the NCT excludes all warranties, conditions, guarantees or representations as to satisfactory quality or fitness for purpose, whether express or implied by statute or otherwise. Only warranties expressly set out in these terms and conditions shall apply (b) NCT accepts no responsibility for loss or damage to any items provided by the Seller for a NNS; (c) NCT excludes any liability or loss that may arise out of any labels on NNS items becoming detached or lost; (d) NCT accepts no liability for any indirect or consequential loss or any special loss, loss of contract, loss of profits or loss of goodwill even if such loss was reasonably foreseeable or communicated to the NCT; (e) NCT excludes all loss arising out of any refusal of the NCT to sell or offer for sale any item provided by a Seller. The NCT is under no obligation to provide reasons for such refusal.
7. Where a Seller's item is sold, NCT will pay to the Seller the sale price less commission and any other stated deductions. The amount of commission deducted and any other deductions is as set out in the Seller's pack. No payment will be made without a valid label. The NCT will use reasonable endeavours to pay the Seller within 3 weeks of the date of the NNS. The NCT shall not be liable for any late payment.
8. It is the Seller's responsibility to retrieve any unsold item following the NNS. Such retrieval must occur by 3:00pm on the day of the NNS and in accordance with the shifts set out in the Seller's pack.