

## **Terms of business**

### **Audiojumble Ltd.**

Company number: 9918057 (Registered in England and Wales).

Registered office: 15 Holden Road, Tunbridge Wells, Kent, UK, TN4 0QG.

Audiojumble is a registered trade mark in the UK. Trade mark number UK00003165827.

### **Definition:**

**Customer** – any stallholder, helper or visitor at an Audiojumble event. For the purpose of these terms, stallholders and helpers include those individuals who have submitted a booking form prior to an event.

Your use of this website, submitting a booking form and/or attendance at any Audiojumble are subject to the following terms and conditions, which shall override any other terms and conditions, and which you are deemed to accept each time you use the website, use our products/services or attend an Audiojumble event.

Any contracts or agreements formed between you and us shall be governed and construed according to English law and any disputes or proceedings shall be subject to the exclusive jurisdiction of the English courts.

You are urged to ensure that you are familiar with the following commitments before using the website, submitting a booking form or attending an Audiojumble event. Please note that we reserve the right to vary these terms from time to time without the need to notify you and therefore you should check them regularly.

### **Exhibitor Declaration:**

Customers must satisfy themselves that all electrical items sold as working to the public, and which are intended for connection to the domestic mains electricity supply, are safe and comply with The Electrical Equipment (Safety) Regulations 1994. Never sell any electrical item if you are unsure of its safety. Audiojumble Ltd. does not accept liability for any items offered for sale.

All sales and purchases made at an Audiojumble event, or through the Audiojumble website, are private transactions between the buyer and seller (Customer).

All sellers of second-hand goods in Kent must comply with the Kent County Council Act 2001. Please see <http://www.kent.gov.uk/> for details. It is the sole responsibility of the Customer to ensure they have complied with this Act.

Stalls must be used for selling equipment and must not be left empty (i.e. they may not be booked purely as a means to enter the show early).

### **Bookings:**

Bookings for stalls will be processed only if a Stamped Addressed Envelope is enclosed with the booking form and full payment has been made at the time of booking.

Submission of a booking form and/or making payment does not guarantee the reservation of a stall; in cases of high demand we may need to make a refund if the event is fully booked.

Whilst we will do our best to accommodate specific stall location requests, these cannot be guaranteed. By submitting a booking form you accept that your stall could be in any location in the venue.

**Refunds:**

Costs will not be refunded to absent Customers.

Costs will not be refunded if the show is affected by inclement weather or by other events outside the control of the organisers.

Stalls cancelled less than 10 working days in advance of the show will not receive a refund. Stalls cancelled prior to this may receive a refund at the discretion of the organisers, if the organisers are able to re-sell the stall).

**The Company's Authority:**

The Customer agrees to abide and comply with any request or order made by or on behalf of Audiojumble Ltd. on all grounds of safety and that Audiojumble Ltd.'s opinion is final and will be abided by howsoever expressed.

If in the opinion of Audiojumble Ltd., its Servants or Agents, a Customer is behaving dangerously or is acting in a manner which would or may, in the opinion of Audiojumble Ltd., its Servants or Agents, lead to a disruption of the services at the event, the Customer will, at the request or order of Audiojumble Ltd., its Servants or Agents leave the event for the rest of the day, without Audiojumble Ltd., its Servants or Agents, encountering any liability.

**Copyright:**

All rights to any images and video taken by or on behalf of Audiojumble Ltd are retained by Audiojumble Ltd.

**Liability for Damage or Loss:**

The organisers are not liable for loss or damage to any property or vehicles belonging to the Customer.

The Customer agrees to save Audiojumble Ltd., its Servants or Agents, harmless from and to indemnify Audiojumble Ltd., its Servants or Agents against all actions, claims, costs, expenses and demands in respect of death or injury to the Customer, arising out of or in connection with attendance at the event in circumstances where Audiojumble Ltd. is not at fault.

Audiojumble Ltd., its Servants or Agents accept no responsibility for matters outside the Company's control causing the contracted event to be cancelled or altered from the advertised or contracted programme.

**Use of Sales/Wants page on Audiojumble.co.uk:**

By placing an advert or responding to an advert you agree to the terms and conditions below, and you acknowledge that you have read the spam warning and scam and fraud warnings below:

Only adverts concerning hi-fi and radio equipment or similar will be accepted. Adverts containing links or references to other websites (including ebay) will not be accepted.

Adverts are free to place. Photos can be included in the advert at a cost of £10 each.

The right to refuse advert submission is reserved.

This site does not take responsibility for the goods advertised or for any resulting transaction. All sales are private transactions between the buyer and the seller.

Spam warning

Unfortunately the practice of "spamming" is now widespread. The chances of receiving unsolicited "spam" e-mail increase when you publish your e-mail address on the internet. This is much in the same way that publishing your telephone number in a telephone directory may lead to unsolicited phone calls. Please be aware of this when placing an advert on this website. To help against receiving spam, you may prefer to add your telephone number only.

Scam / fraud warning

Unfortunately scams and fraud are a worldwide problem on the internet. Nowadays there are many types of scams in existence. The following website gives some examples of what to look out for:  
<http://www.nfed.co.uk/scam.htm>

You should exercise caution when dealing with responses to your advert.

If any term of these Terms is deemed to be void or unenforceable whether in whole or in part, the validity and enforceability of the remainder of this Agreement including any part of such term which is not held to be invalid shall not be prejudiced or affected and shall continue to apply subject to such amendment.