

## BACKGROUND:

These Terms for Bidders herein, set out the terms and conditions of the Auctions on Our Site. Please read these Terms for Bidders when you participate in the Auctions on Our Site. If you do not accept these Terms for Bidders, you will not be able to participate in the Auctions on Our Site, as well as any and

all other documents referred to in these Terms for Bidders") participate in Auctions on Our Site. You must read and ensure that you understand and accept these Terms for Bidders. A Bidder is required to read and accept these Terms for Bidders and be bound by these Terms for Bidders on Our Site. These Terms for Bidders are in the English language only.

## 1. Definitions and Interpretation

1.1 In these Terms for Bidders, the following expressions shall have the following meanings:

**"Account"**

the context otherwise requires, the following meanings:

the account required to access and/or use the Auctions on Our Site;

**"Auction"**

an Auction that takes place on Our Site;

**"Bidder"**

any person who bids on an item in an Auction;

**"Business"**

acting for purposes relating to the trader's business, business, craft, or profession, personally or through another person, on behalf of the trader's behalf" (that is, as a trader) in The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013);

**"Content"**

all text, images, audio, video, software, databases, and any other information capable of being stored on a computer, or forms part of, Our Site;

**"Listing"**

an advertisement on Our Site advertising an item for sale;

**"Our Site"**

the website, <<insert website address>>;

**"Payment Service"**

any payment service provided by <<insert Payment Service Provider>>;

**"Seller"**

any person who offers an item for sale in an Auction;

**“Third Party Payment Service Provider”**

**“User”**

**“User Content”**

**“We/Us/Our”**

## 2. Information About Us

- 2.1 Our Site is [owned by a company registered in England under company number>>, whose main trading address is] <<insert business name>> [, a limited company registered in England under company number>>, whose main trading address is] <<insert address>>];
- 2.2 [Our VAT number is <<insert VAT number>>].
- 2.3 [We are regulated by <<insert regulator(s)>>].
- 2.4 [We are a member of <<insert association(s) etc.>>].
- 2.5 [<<insert further information>>].

## 3. Access to and Use of Our Site

- 3.1 Access to Our Site is available to all users.
- 3.2 It is your responsibility to ensure that you have the necessary arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is available on an “as available” basis. We use all reasonable endeavours to ensure that Our Site is available and fully functional at all times. We may, without notice, suspend, or discontinue Our Site (or any part of it) if it is not available or functional. If Our Site (or any part thereof) is made unavailable or not functional, we will not be liable for any loss or damage. If an Auction in which you are a Bidder, where reasonably practicable, We will [extend the Auction accordingly] OR [re-schedule the Auction accordingly] <<insert description of what will be done>>]. Subject to the remainder of these Terms for Bidders, We will not be liable for any loss or damage in any way if Our Site (or any part of it) is unavailable or not functional for any period.
- 3.4 Use of Our Site is subject to our Terms of Use and Terms for Sellers. Please ensure that you read and understand them carefully and that you understand them.

## 4. Age Restrictions

You may only participate in our Site if you are at least <<insert age>> years of age.

## 5. Auctions

- 5.1 Our Site is provided as a venue for Bidders and Sellers to participate in Auctions. We are not a party to any transactions or other relationships between you and any Seller. You hereby acknowledge and agree that:
- 5.1.1 You are not entering into a contract with Us and are not entering into a contract with any Seller when placing a Winning Bidder in an Auction, your contract is with that Seller;
  - 5.1.2 We will not be liable for any claims or damages made directly against the party concerned;
  - 5.1.3 We do not warrant the accuracy of any items that Sellers advertise in any way responsible for any items of any Listings; and
  - 5.1.4 While all Sellers must comply with Our Terms for Sellers covering important matters such as payment methods, delivery times, and delivery methods, all Sellers are required to accept the same payment methods, the time frame, or offer the same delivery methods.
- 5.2 Once an Auction has begun, a Seller may end an Auction at any time before the end of that period without any obligation to any Bidder.
- 5.3 Sellers may change an Auction at any time, including once an Auction has begun, and may subsequently withdraw a bid, or if all bids are withdrawn, the Auction will end.
- 5.4 You may withdraw a bid at any point up until the Auction reaches the end of its stated duration. If an Auction ends with a highest bid, you will be the winning Bidder. If you wish to withdraw a bid, please refer to Clauses 13 and 15 below.
- 5.5 <<Insert further provisions as required>>.

## 6. Intellectual Property Rights

- 6.1 The provisions of Our Terms of Use apply to all User Content submitted to Our Site, including User Content in Listings.
- 6.2 Bidders must, at all times, respect the intellectual property rights of Sellers on Our Site. Under no circumstances may you use intellectual property belonging to another party without their permission.

## 7. Bidder Rules and Acceptance

- 7.1 When using Our Site to participate in an Auction, you must do so lawfully, and in compliance with the provisions of this Clause 7. Specifically:
- 7.1.1 you must comply fully with all local, national, or international laws and regulations;
  - 7.1.2 you must not use the Site for any purpose, that is unlawful or for any purpose that is prohibited by law.

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- 7.1.3 you must not electronically send, upload, or in any other way transmit any form of virus or other malware, or any other code that may adversely affect computer hardware, software, or data;
- 7.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm or harass anyone in any way;
- 7.1.5 you must always provide honest information to Sellers on Our Site;
- 7.1.6 you must not engage in bidding manipulation; and
- 7.1.7 you must not use the e-mails provided by a Seller except for the purpose of the Bidders in accordance with these Terms for Bidders.
- 7.2 When using Our Site, you must not do anything, or otherwise do anything that:
  - 7.2.1 is sexually explicit;
  - 7.2.2 is obscene, defamatory, or otherwise inflammatory;
  - 7.2.3 promotes violence;
  - 7.2.4 promotes or incites any unlawful activity;
  - 7.2.5 discriminates on the basis of race; gender; religion; nationality; disability; sexual orientation; or age;
  - 7.2.6 is intended to threaten, harass, annoy, alarm, or otherwise harm another person;
  - 7.2.7 is calculated to deceive;
  - 7.2.8 is intended to infringe (or threaten to infringe) the intellectual property rights of another person or otherwise uses their personal data in a way that violates applicable law;
  - 7.2.9 misleadingly represents your identity or a person or entity, where parodies are excluded (as defined in the definition provided that they do not fall within any of the other categories of this sub-Clause 7.2);
  - 7.2.10 implies any fact where none exists;
  - 7.2.11 infringes, or attempts to infringe, the intellectual property rights (including copyright, trade marks, patents, and database rights) of another person or entity;
  - 7.2.12 is in breach of any applicable law, including but not limited to, confidentiality laws, or the disclosure of confidential information to a third party including, but not limited to, the disclosure of confidential information.
- 7.3 We reserve the right to suspend or terminate your access to Our Site and/or your ability to participate in the Bidding Process if you materially breach the provisions of these Terms for Bidders. Further actions We may take are not limited to:
  - 7.3.1 removing and deleting your account from Our Site;
  - 7.3.2 issuing you a cease and desist order;
  - 7.3.3 pursuing legal proceedings for reimbursement of any and all costs incurred by Us, including but not limited to, legal fees, on an indemnity basis;

- 7.3.4 further legal action; and/or
- 7.3.5 disclosing such information to law enforcement authorities as required by applicable law; and/or
- 7.3.6 any other action that is reasonably necessary, appropriate, and lawful.
- 7.4 We hereby exclude ourselves from any actions that We may take in response to the Bids for Bidders.
- 8. Purchasing from Sellers**
- 8.1 As set out above in the Terms and Conditions, all transactions in Auctions on Our Site are between Bidders and Sellers. We are not a party to such transactions.
- 8.2 When making a purchase as a winning Bidder, you expressly agree that:
- 8.2.1 you have read and understood all details within the relevant Listing and agree to any and all specific descriptions of wear and tear or damage to a Seller;
- 8.2.2 you will pay for the item purchased in full and on time using one of Our Payment methods accepted payment methods via which are provided below in Clause 9;
- 8.2.3 you have provided accurate delivery details to the Seller.
- 8.3 You may refuse to purchase an item if the Seller materially changes the description of an item after the Auction has ended.
- 9. Payment Service**
- 9.1 All Payments on Our Site will be processed through the Payment Service provided by <<insert name of Third Party Payment Service Provider>>, Our Third Party Payment Service Provider.
- 9.2 Your use of the Payment Service Provider is subject to its own terms and conditions and privacy policy. You must read and accept those terms and conditions and privacy policy before making payments to Sellers.
- 9.3 By using the Payment Service Provider, you acknowledge and agree to Us sharing your personal information with the Third Party Payment Service Provider about your transactions on Our Site with the Third Party Payment Service Provider.
- 9.4 The Payment Service Provider may offer other payment methods (please note that not all Sellers will accept these methods):
- 9.4.1 <<insert a list of payment methods accepted through the Payment Service>>
- 9.5 If We receive notice from the Third Party Payment Service Provider that your use of Our Site or the Payment Service is in breach of their terms or of any agreement between you and the Third Party Payment Service Provider, we may take actions including, but not limited to, those necessary to enforce the agreement, removing your ability to use the Payment Service, suspending or terminating your account on Our Site, and/or the suspension or termination of your ability to make payments on Our Site, and/or the suspension or termination of your account on Our Site.
- 9.6 The Third Party Payment Service Provider reserves the right to refuse the use

- of the Payment Service, and at any time.
- 10. Payments to Sellers**
- 10.1 All payments are paid to the Payment Service described above in Clause 9.
- 10.2 If you do not pay, you will be responsible for the transaction. Please refer to Clause 15 for more information on the Seller's cancellation rights.
- 10.3 We will not make available to Sellers card numbers, bank account details (including, but not limited to, sort codes) available to Sellers at any time, or for any other purpose. Card details are held securely and shared only with Our Third Party Payment Provider.
- 11. Taxes**
- 11.1 It is the responsibility of the Seller to declare and pay taxes on any sales made through Our Site.
- 11.2 Where any tax, for example VAT, is payable as part of the price of any item on Our Site, the tax must be included in the price of the item.
- 11.3 If a Seller is VAT registered, they are required to charge VAT on the items they sell on Our Site.
- 11.4 For further information on VAT rules in your location, please contact your local tax authorities.
- 12. Delivery**
- 12.1 Sellers are required to dispatch items as soon as is reasonably possible upon receipt of payment, taking into account the nature of the item in question and preparation time. Delivery must be made unless otherwise agreed, or unless you have agreed otherwise with the Seller. Items must be dispatched no later than 30 calendar days after the end of the Auction.
- 12.2 As stated in sub-Clause 12.1, Sellers must provide complete and accurate delivery details to the Seller. The Seller is responsible for ensuring that they use the delivery address provided by you, but if dispatched to the wrong address, it is your responsibility and not the Seller's.
- 12.3 Sellers are free to set their own delivery charges for their items; however, charges must be reasonable, not excessive, and must reflect the cost of delivering the item in question to you.
- 12.4 Sellers must also provide a delivery address for your reference, <<state address>>.
- 12.5 Different delivery options may include Seller collection, Winning Bidder collection, and postal or courier service. [The final choice of delivery service is the Seller's] **OR** [The final choice of delivery service is between you and the Seller].
- 12.6 Once an item has been dispatched, [the Seller will inform you that it has been dispatched by <<describe method of notification>>].
- 12.7 [Our Site allows Sellers to use a delivery service with tracking facilities.]
- 12.8 Sellers are responsible for ensuring that they check, are aware of, and comply with the relevant regulations in your location.

with all applicable s  
you.

regulations when shipping items to

### 13. Your Rights to Cancel and

13.1 If the Seller is selling (that is, not a Business) based in a country where you are a consumer (that is, not a Business) based in a country where you may be entitled to a “cooling-off” period within which you may cancel your contract with a Seller and return an item for any reason, the cooling-off period ends 14 calendar days after the day on which you receive(s) the item.

you are a consumer (that is, not a Business) based in a country where you may be entitled to a “cooling-off” period within which you may cancel your contract with a Seller and return an item for any reason, the cooling-off period ends 14 calendar days after the day on which you receive(s) the item.

13.2 The cooling-off period applies in the following circumstances:

following circumstances:

13.2.1 If the Seller is an individual; or

individual; or

13.2.2 If the item is perishable, for hygiene reasons, and you have unsealed the item;

hygiene reasons, and you have unsealed the item;

13.2.3 If the item consists of audio or video recordings (e.g. CD or DVD) or sealed software (e.g. DVD) or sealed software (e.g. DVD) and you have unsealed the item after receiving it;

or video recordings (e.g. CD or DVD) or sealed software (e.g. DVD) and you have unsealed the item after receiving it;

13.2.4 [If the item is a digital product that has been downloaded or otherwise accessed by you;

has been downloaded or otherwise accessed by you;

13.2.5 If the item is perishable, for example flowers or food; or

for example flowers or food; or

13.2.6 [If the item has been made-to-order for you; or]

made-to-order for you; or]

13.2.7 If the item has been sold with another item or other items and you have received it.

ed with another item or other items and you have received it.

13.3 If you wish to exercise your right to cancel during the cooling-off period, you must inform the Seller of your decision in the cooling-off period. You may do so in any way that is reasonable for convenience. We provide a cancellation and refund form at the end of the <<insert link>>. Cancellation by email or by post is acceptable. Please note that the cooling-off period on which you send the Seller your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, the cooling-off period ends on 23:59:59 on the final day of the cooling-off period, cancellation will be valid and must be accepted.

during the cooling-off period, you must inform the Seller of your decision in the cooling-off period. You may do so in any way that is reasonable for convenience. We provide a cancellation and refund form at the end of the <<insert link>>. Cancellation by email or by post is acceptable. Please note that the cooling-off period on which you send the Seller your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, the cooling-off period ends on 23:59:59 on the final day of the cooling-off period, cancellation will be valid and must be accepted.

13.4 Items must be returned to the Seller no later than 14 calendar days after the day on which you receive(s) the item. You will be responsible for the cost of return shipping to the Seller if you cancel under the cooling-off period.

re than 14 calendar days after the day on which you receive(s) the item. You will be responsible for the cost of return shipping to the Seller if you cancel under the cooling-off period.

13.5 When you cancel under the cooling-off period, the Seller must issue a refund within 14 calendar days of the day on which you receive(s) the item.

od, the Seller must issue a refund within 14 calendar days of the day on which you receive(s) the item.

13.5.1 The day on which you receive(s) the item back; or

the item back; or

13.5.2 The day on which you receive(s) the item back; or the day on which you have sent the item back to the Seller (supplying evidence) that you have received it earlier than the day under sub-Clause 13.5.1); or

the day on which you have sent the item back to the Seller (supplying evidence) that you have received it earlier than the day under sub-Clause 13.5.1); or

13.5.3 If the Seller is an individual, the day on which you inform the Seller of your decision to cancel.

the item, the day on which you inform the Seller of your decision to cancel.

13.6 The Seller may make deductions from refunds under this Clause 13 as follows:

ductions from refunds under this Clause 13 as follows:

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to reimburse standard delivery premium delivery method, the Seller is the equivalent of standard delivery.

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items that they sell must be of the same make, model, and year as described, in accordance with any specifications provided to you, and that matches any description given to you (unless the Seller has indicated otherwise). If the Seller is selling as a private party, the Seller is selling as a private party as described.

ments outlined in sub-Clause 14.1, reasonably possible to inform them of the problem, the following remedies

ve the item, [if the item is goods,]  
reject it and to receive a full refund

12. If the 30 calendar day rejection period expires, you may request a repair or replacement at the Seller's option. The Seller will bear the costs and must carry out the repair or replacement in a reasonable time and without significant interruption of service. If a repair or a replacement is impossible, the Seller may offer you the alternative (either a repair or vice versa) or a full replacement during the 30 calendar day period. The Seller will be suspended while the Seller carries out the repair and will resume on the day that the repaired item is ready for use. If less than 7 calendar days elapse, it will be extended to 7 calendar days.

em still does not conform (or if the  
described above, or if the Seller  
able time or without significant  
ve the right to keep the item at a  
nge for a refund.

item more than six months after  
and to reflect the use that you have

claim under this Clause 14 in the

ult(s), damage, or other problems before you purchase it and it is s) that you subsequently wish to

unsuitable purpose that is neither  
 iller and the problem has resulted  
 pose; or

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14.4.3 the problem  
or careless c

ear and tear, misuse, or intentional

14.4.4 We provide  
for you to us  
Seller shou  
necessary.

s form on Our Site <<insert link>>  
The costs of returning items to a  
Seller, reimbursing you where

14.5 Refunds (whether  
Clause 14 must be  
Seller agrees that y

y reductions in price) under this  
dar days of the day on which the  
d.

14.6 Any and all refunds  
by you when the ite

must include all delivery costs paid  
ed.

14.7 Further information  
Advice Bureau or T

obtained from your local Citizens

## 15. Further Transaction Cancellation

15.1 Transactions can be  
refund of any su  
circumstances:

er issuing, where applicable, a full  
livery charges) in the following

15.1.1 You and the  
before the ite

agreed to cancel the transaction

15.1.2 You and the  
following rec  
the Seller;

agreed to cancel the transaction  
and you have returned the item to

15.1.3 You have fa

15.1.4 [The Seller h

vice to you.]

15.2 Refunds must be m

d>> of:

15.2.1 the date on  
sub-Clauses

ler agree the cancellation, under

15.2.2 [the date on  
transaction,

s you that they are cancelling the  
4.]

## 16. Your Account Cancellation

16.1 You may close your  
and close an Accou

y <<insert details of how to cancel

16.2 Any outstanding su  
and your Account v  
and the relevant tra

any Seller(s) will remain payable  
ntil all sums due have been paid  
cancelled.

## 17. Our Liability to You

17.1 As stated in Clau  
relationships, or dis  
in sub-Clause 5.1.3  
advertise in Listings  
an Auction or trans  
legality of any items  
claims pertaining to  
concerned.

party to any transactions, other  
nd Sellers. Furthermore, as stated  
Sellers or any items that Sellers  
t be responsible for any aspect of  
ranties as to the quality, safety, or  
through Auctions on Our Site. Any  
made directly against the Seller

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17.2 We will be responsible for any loss or damage that you may suffer as a result of Our negligence for Bidders or as a result of Our negligence.

17.3 Subject to sub-Clause 17.2, to the extent permissible by law, We will not be liable to you for any loss of business, interruption to business, or for any injury or damage to property.

17.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury resulting from Our negligence (including that of Our employees, agents, or subcontractors); or for fraud or fraudulent misrepresentation.

17.5 Nothing in these Terms shall limit or exclude consumers' legal rights. For more details on your legal rights, please refer to your local Citizens Advice Bureau or Consumer's Office.

## 18. Communication and Contact

18.1 If you wish to contact Us for any questions or complaints, you may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

18.2 For matters relating to Bidders, transaction Bidders, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.

18.3 For matters relating to Sellers, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>. Please refer to the relevant Clauses above.

## 19. Data Protection

19.1 All personal information collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR) will be collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR).

19.2 For complete details of the processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, and how to opt-out of marketing (where applicable), please refer to Our Privacy Policy <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

19.3 Sellers will also collect and process your personal information in the course of transaction (including your name, email address, and postal address). [Sellers also have their own privacy policies in place to govern their collection, processing, and retention of Bidders' personal data. Please consult the privacy policy of the Seller you wish to buy from before entering into a transaction and ensure that you have read, understood, and agreed to it. We are not responsible for complying with their legal obligations and policies under the GDPR.]

19.4 You must only use the services of Us (whether they are Bidders or Sellers) to the extent necessary to complete a transaction, to communicate with Us via Our Site, and/or to respond to messages from the User to a mailing list, use their details. You may only use another User's personal data for marketing purposes with their consent.

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## 20. Other Important Terms

- 20.1 We may transfer (and assign) all or part of our obligations and rights under these Terms for Bidders to a third party (for example, if We sell Our business). If this occurs, Your rights and obligations under these Terms for Bidders shall be unaffected and Our obligations under these Terms for Bidders shall remain bound by them.
- 20.2 You may not transfer (and assign) all or part of our obligations and rights under these Terms for Bidders without Our prior written permission.
- 20.3 If any of the provisions of these Terms for Bidders are found to be unlawful, invalid or otherwise unenforceable by a court or other authority, that / those provision(s) shall be severed from the remainder of these Terms for Bidders. The remainder of these Terms for Bidders shall be valid and enforceable.
- 20.4 No failure or delay by Us in exercising Our rights under these Terms for Bidders means that We have waived Our right, and no waiver by Us of a provision of these Terms for Bidders means that We will waive any subsequent breach of that provision or any other provision.
- 20.5 We may revise these Terms for Bidders from time to time in response to changes in relevant law or regulatory requirements.

## 21. Law and Jurisdiction

- 21.1 These Terms and Conditions (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 21.2 If you are a consumer, you agree to waive any mandatory provisions of the law in your country that might otherwise take away or reduce your rights under the law in Sub-Clause 21.1 above takes away or reduces your rights.
- 21.3 If you are a consumer, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance (contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as applicable.
- 21.4 If you are a business, any controversy, proceedings or claim arising out of or in connection with these Terms and Conditions, or the performance or non-performance (contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].