

BACKGROUND:

These Terms for Bidders herein, set out the terms and conditions of the Auctions on Our Site. Please read these Terms for Bidders before participating in the Auctions on Our Site. These Terms for Bidders when accepted, shall be deemed to be accepted by the Bidder. If you do not accept these Terms for Bidders, you will not be able to participate in the Auctions on Our Site. These Terms for Bidders, as well as any and all other documents referred to herein, shall be deemed to be accepted by the Bidder.

all other documents referred to herein, shall be deemed to be accepted by the Bidder. If you do not accept these Terms for Bidders, you will not be able to participate in the Auctions on Our Site. These Terms for Bidders, as well as any and all other documents referred to herein, shall be deemed to be accepted by the Bidder.

1. Definitions and Interpretation

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

context otherwise requires, the following meanings:

“Account”

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

“Auction”

the Auction that takes place on Our Site;

“Bidder”

any person who bids on an item in an Auction;

“Business”

any person acting for purposes relating to the trade, business, craft, or profession, whether personally or through another person, on 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 bears on, or forms part of, Our Site;

“Listing”

any 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”

business name>> [, a limited
ed in England under company
company number>>], whose
s is <<insert address>>, whose
ess is] **OR** [of] <<insert
whose website is <<insert

“User”

Our Site;

“User Content”

Content added to Our Site by a User;

“We/Us/Our”

business name>> [, a limited
ed in England under company
company number>>, whose
s is <<insert address>>, and
ng address is] **OR** [of] <<insert

2. Information About Us

- 2.1 Our Site is [owned by <<insert business name>> [, a limited company registered in <<insert country>> with company number <<insert company number>>, whose registered office is <<insert address>> and 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>>]

2.2 [Our VAT number is [REDACTED].]

2.3 [We are regulated by [REDACTED] regulator(s)>>.]

2.4 [We are a member of a trade association(s) etc.>>.]

2.5 [<<insert further info

3. Access to and Use of Our

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

3.2 It is your responsibility to make the necessary arrangements necessary in order to access Our Site.

3.3 Access to Our Site will be available to you on an “as available” basis. We use all reasonable efforts to ensure that Our Site is available and fully functional at all times. We may, without notice, alter, suspend, or discontinue Our Site (or any part of it) if we determine that it is necessary. If Our Site (or any part thereof) is made unavailable, we will, if possible, provide advance notice. If an Auction in which you are a Bidder, where reasonable notice is not practicable, We will [extend the Auction accordingly] **OR** [re-schedule the Auction]. **<insert description of what will be done>>].** Subject to the remainder of these Terms for Bidders, We will not be liable to you in any way if Our Site (or any part of it) is unavailable 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 them carefully and that you understand them.

4. Age Restrictions

You may only participate in _____ 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 you place a winning Bidder in an Auction, your contract is with that Seller;
 - 5.1.2 We will not be a party to any transaction or other relationship 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 trademark, or where parodies are used, the parodies are calculated to deceive (obvious definition provided that they do not fall within any of the other provisions 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;
 - 7.2.12 is in breach of a duty of confidentiality owed to a third party including, but not limited to, confidential information or trade secrets of confidence.
- 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 with a cease and desist order;
 - 7.3.3 pursuing any legal process for reimbursement of any and all costs incurred by Us, including but not limited to, legal fees and costs, on an indemnity basis;

- 7.3.4 further legal action as may be deemed appropriate;
- 7.3.5 disclosing such information to law enforcement authorities as required by applicable law; and/or
- 7.3.6 any other action that may be deemed reasonably necessary, appropriate, and lawful.
- 7.4 We hereby exclude ourselves from any and all claims or actions arising out of any actions that We may take in response to the above, including claims for Bidders.
- 8. Purchasing from Sellers**
- 8.1 As set out above in Clause 7, 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 through Our Site as a winning Bidder, you expressly agree that:
- 8.2.1 you have read and understood the details within the relevant Listing and agree to any and all specific terms, conditions, 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 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 made 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.
- 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 other payment methods accepted through the Payment Service>>
- 9.5 If We receive notice from the 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 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 on Our Site, and/or the suspension or termination of your access to Our Site.
- 9.6 The Third Party Payment Service Provider reserves the right to refuse the use

Regulations when shipping items to

13. Your Rights to Cancel an

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|--------|---|--|
| 13.1 | If the Seller is selling Business) based in period within which item for any reason after the day on w item. | you are a consumer (that is, not a business), you may be entitled to a “cooling-off” contract with a Seller and return an item during the cooling-off period ends 14 calendar days after the day(s) nominated by you) receive(s) the item. |
| 13.2 | The cooling-off period | in the following circumstances: |
| 13.2.1 | If the Seller is an individual; or | |
| 13.2.2 | If the item is perishable for hygiene reasons, and you have unsealed the item; | |
| 13.2.3 | If the item is audio or video recordings (e.g. CD or DVD) or sealed software and you have unsealed the item after receiving it; | |
| 13.2.4 | [If the item is digital content has been downloaded or otherwise accessed by you]; | |
| 13.2.5 | If the item is perishable, for example flowers or food; or | |
| 13.2.6 | [If the item has been 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. | |
| 13.3 | If you wish to exercise your right to cancel during the cooling-off period, you must inform the Seller in writing within the cooling-off period. You may do so in any way provided that cancellation and refund for convenience We provide a link to our cancellation policy <<insert link>>. Cancellation by email or by post is valid on which you send the Seller your message. Please note the cooling-off period lasts for whole calendar days. If, for example, you send a message 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 more than 14 calendar days after the day on which you notify us of your wish to cancel. You will be responsible for the cost of returning the item to the Seller if you cancel under this Clause. | |
| 13.5 | When you cancel under this Clause, the Seller must issue a refund to you within 14 calendar days of the day on which we receive the item back; or | |
| 13.5.1 | The day on which you return the item to the Seller (supplying evidence) that you have sent the item back earlier than the day under sub-Clause 13.5.1); or | |
| 13.5.2 | The day on which you return the item, the day on which you inform the Seller of your cancellation. | |
| 13.6 | The Seller may make deductions from refunds under this Clause 13 as follows: | |

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13.6.1 The Seller must ensure that the item is not damaged or otherwise diminished in value resulting from handling of it (e.g. handling going beyond the scope of the item's intended use); and/or

any diminished value in an item resulting from handling of it (e.g. handling going beyond the scope of the item's intended use); and/or

13.6.2 The Seller must ensure that the item is not damaged or otherwise diminished in value from handling charges. If you have paid for premium delivery, the Seller is only required to provide the equivalent of standard delivery.

the Seller is only required to reimburse standard delivery charges. If you have paid for premium delivery method, the Seller is only required to provide the equivalent of standard delivery.

14. Problems with Transaction

14.1 If a Seller is selling an item, the item must be of satisfactory quality, and the Seller must provide contract information, samples or models of the item, and must make you aware of the Seller's identity. If the Seller is an individual, the items

items that they sell must be of satisfactory quality, and the Seller must provide contract information, samples or models of the item, and must make you aware of the Seller's identity. If the Seller is an individual, the items must be as described.

14.2 If an item does not conform to the description, you must contact the Seller within 30 calendar days of receiving the item. Depending on the problem, the following remedies

remedies outlined in sub-Clause 14.1, will be available to you. Reasonably possible to inform them of the problem, the following remedies

14.2.1 Beginning on the day you receive the item, you have a 30 calendar day rejection period if it does not

receive the item, [if the item is goods,] you have a 30 calendar day rejection period to reject it and to receive a full refund

14.2.2 If you do not reject the item within the 30 calendar day rejection period, you may request a repair or replacement. If a repair or replacement is not possible, the Seller must offer you a refund (i.e. a full refund). If you do not reject the item within the 30 calendar day rejection period, the Seller must carry out the repair or replacement within 30 calendar days of you receiving the item. If less than 7 calendar days remain, it will be extended to 7 calendar days.

if the 30 calendar day rejection period expires, you may request a repair or replacement. If a repair or replacement is not possible, the Seller must offer you the alternative of a repair or vice versa) or a full replacement during the 30 calendar day rejection period. It will be suspended while the Seller carries out the repair or replacement and will resume on the day that the Seller carries out the repair or replacement. If less than 7 calendar days remain, it will be extended to 7 calendar days.

14.2.3 If, after a repair or replacement, the item still does not conform to the description, the Seller cannot offer you a refund. If the Seller has failed to offer you a refund, you have the right to keep the item at a reduced price.

item still does not conform (or if the Seller has failed to offer you a refund as described above, or if the Seller has failed to offer you a refund within a reasonable time or without significant inconvenience, you have the right to keep the item at a reduced price for a refund.

14.3 If you exercise your right to reject the item, the Seller must refund the full price you paid for the item, and must reflect the use that you have had out of it.

item more than six months after you receive it, and must reflect the use that you have had out of it.

14.4 Please note you will not be able to claim under this Clause 14 in the following circumstances:

claim under this Clause 14 in the following circumstances:

14.4.1 the Seller provides you with the item before you purchase it and it is damaged or otherwise diminished in value because of handling charges; or

the Seller provides you with the item before you purchase it and it is damaged or otherwise diminished in value because of handling charges; or

14.4.2 you have purchased the item for a purpose that is neither obvious nor intended by the Seller and the problem has resulted from your use of the item; or

unsuitable purpose that is neither obvious nor intended by the Seller and the problem has resulted from your use of the item; 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 by Us will be collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR) and your rights under the GDPR.

19.2 For complete details on the processing, storage, and retention of personal data including the purpose(s) for which personal data is used, the legal basis for using it, details of your rights and how to exercise them, and data sharing (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 your personal information in the course of transaction (including 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 therefore, also considered data controllers under the GDPR and are responsible for complying with their legal obligations and the GDPR.]

19.4 You must only use the Services (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 Seller or Buyer. You may only use another User's personal data for marketing, sales, or promotional purposes with their consent.

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20. Other Important Terms

- 20.1 We may transfer (and assign) 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) 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 provisions 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 that right, and no waiver by Us of a provision of these Terms for Bidders means that We will waive that provision in the future.
- 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 of a 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 of a contractual or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland].