

Terms and Conditions

We provide the services of online auctions for wholesale clearance and bankrupt stock subject to these Terms and Conditions which can only be varied in writing where signed by a Director of the Company. These Terms and Conditions will apply to any contract between us for the sale of Items to you.

It is important that you read these Terms and Conditions carefully and make sure that you understand them, before bidding on any Items from our site. Please note that before placing a bid you will be asked to agree to these Terms and Conditions. If you refuse to accept these Terms and Conditions, you will not be able to bid on any items from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We reserve the right to amend these Terms and Conditions from time to time as set out in clause 15. Every time you wish to order Items, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. Information about Kingsland Auction Services

1.1 We operate the website www.kingslandauctions.com. Our company is Kingsland Auction Services, a trading company of Leominster Car Auctions Limited a company registered in England and Wales under company number 1113804. Our trading address is Kingsland Auction Services, Shirlheath, Kingsland, Leominster, Herefordshire HR6 9RL. Our registered office is West Lodge, Rainbow St, Leominster HR6 8DQ. Our VAT number is 640242086. We also hold sales via 3rd party sales platforms, including Bidspotter, I-Bidder and Easy Live.

1.2 We are a commercial auction company governed by the Auctions (Bidding Agreements) Acts 1927 and 1969, as may be amended or replaced from time to time. In particular:

1.2.1 All sales are made on a 'wholesale' basis and are not 'retail' sales, meaning all transactions are made strictly as business-to-business sales only.

1.2.2 We specialise in stock clearance and all Items are deemed to be sold 'second hand', regardless of whether they are 'new' or 'as new'. Please see our grading system for further information:

1.2.3 We do not accept returned Items, except in accordance with clause 12.6 or in exceptional circumstances if we agree to do so in our sole discretion; and

1.2.4 Consumers are not eligible to purchase Items from us and no consumer protection legislation is applicable to our auction sales.

1.3 **Contact us.** You may contact us by calling 01568 708561 or by E-mail info@kingslandauctions.com. If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 14.

2. Use of our site. Your use of our site is governed by our Terms and Conditions. Please take the time to read these, as they include important terms which apply to you.

3. Our Items

3.1 The images of the Items on our site are for illustrative purposes only. Please note that lots for sale may contain multiple Items and this may not be reflected in the images of the Items. Although we have made every effort to display the colours and condition accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Items. Your Items may vary slightly from those images.

3.2 We make every effort to be as accurate as possible with all sizes, weights, capacities, dimensions and measurements indicated on our site. Your Items may vary slightly.

3.3 The packaging of the Items may vary from the images shown on our site.

3.4 Online Auctions are not governed by Consumer Protection (Distance Selling) Regulations 2000 or the Cancellation of Contracts made in a Consumer's home or place of work Regulations 2008. A buyer can only enact their right to cancel a sale in the event the goods are deemed to be materially different to the description offered. The most current legislation is the Consumer Contracts Regulations 2013 which supersede any previous legislation.

4. Price of Items, delivery charges, storage charges,

4.1 The price of Items will be the final highest bid placed by the close of the auction for that item.

4.1.2 An additional buyer's premium is added to the final highest bid:

(a) The advertised percentage of the final highest bid must be paid in full on or before 5pm on the next working day after the day of the auction sale.

(b) The advertised percentage of the final highest bid (plus a late payment surcharge of 5% of the final highest bid) if payment in full is made after 5pm on the next working day after the day of the auction sale, and

4.1.3 The fees of our third party platform providers calculated at:

(a) in the case of iBidder, 3.5% of the final highest bid; and

(b) in the case of Bid Spotter, 3.5% of the final highest bid; and

(c) in the case of Easy Live, £3 payable in advance or, if applicable, 3% of the final highest bid.

4.2 We reserve the right to:

4.2.1 Charge you a reasonable storage fee if item/s have not been collected on the advertised collection days and times. Charges will be calculated on a daily basis until actual collection is complete in accordance with clause 4. This is currently £10 per day for very large items (such as pallets etc), £5 per day for large items (furniture etc) and £1 per day for all other items; and

4.2.2 Resell or otherwise dispose of part or all of the Items if, after 14 days in storage, you have failed to collect or take delivery of the Items, at which point you will no longer have any claim on the goods. After deducting our reasonable storage costs, administration costs, and buyers premium, we will account to you for any excess over the price of the Items or charge you for any shortfall below the price of the Items, full details of which are set out in Clause 14.

4.3 We take all reasonable care to ensure that any estimated value attributed to an Item is correct at the time when the relevant information was entered onto the system. However, you are responsible for verifying and checking such information, which is provided by us in good faith to be used simply as a guide.

4.4 The price of an Item excludes VAT, which will be added (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Items in full before the change in VAT takes effect.

4.5 If we mistakenly accept and process your Order where the price is an obvious and unmistakable error, and could reasonably have been recognised by you as such, we may cancel your purchase and refund you any sums you have paid.

4.6 In the event that you suspect any Item you have collected or taken delivery of is a deliberate forgery, you must follow the process below:

4.6.1 You must notify us immediately of your suspicions and such notice must be received by us no later than 7 days after the auction sale.

4.6.2 Within 14 days of serving such notice, you must return the Item(s) to us with evidence capable of satisfying us that the Item(s) is a deliberate forgery. For the avoidance of doubt, the burden of proof will be on you to show the Item(s) is a forgery; and

4.6.3 If we are satisfied that the Item(s) is a forgery, we will rescind the sale and refund you the price paid for the Item(s), save that in the event you did not notify us of your suspicions in sufficient time for us to prevent payment for the Item(s) being passed to the vendor of the Item(s), we cannot refund you the price paid for the Item(s) and we shall have no further liability to you. We will nevertheless offer reasonable assistance to you in respect of any claim you wish to bring against the vendor of the Item(s).

5. Delivery and collection

5.1 Following receipt of payment for an Order, we or our third party transport provider will contact you with an estimated delivery date. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 16 for our responsibilities when this happens.

5.2 If no one is available at your address to take delivery, our courier will usually leave a note to say delivery can be re-scheduled by contacting them direct. If you fail to contact them to rearrange delivery or collection from their depot, the Items will be returned to our premises, in which case, please contact us to rearrange delivery. All Items returned to our premises will

accrue storage charges in accordance with clause 4.2 and our reasonable costs of re-delivery.

5.3 Delivery of an Order shall be completed when we deliver the Items to the address you gave us. Should you require a different delivery address, a £5.00 administrative charge may be applied to your Order and you must notify us of the change immediately prior to, and no later than, payment of your Order.

5.4 You may collect an Order from our trading address (as set out in clause 1.1) in person upon presenting valid proof of identification. If you the holder of the credit or debit card used to make the payment is not collecting the item(s) purchased please e-mail to inform us of the collection party or the courier that you have instructed, to arrange a suitable date and time, but in any case we cannot guarantee that you will not have to wait during peak or other busy times.

5.5 If you wish to change your delivery or collection requirements, we ask that you contact us by e-mail us at info@kingslandauctions.com. We cannot guarantee that your requested change will be made, but we will do what we reasonably can to assist you.

5.6 Some Items may be fragile (for example, mirrors, liquids, china and paintings) and we cannot deliver these to you. Collection of such Items must be made by you and you must make us aware of such arrangements in accordance with clause 5.4.

5.7 You own the Items once we have received payment in full, including all applicable delivery charges.

5.8 International delivery. This is a service that we do not currently offer.

6. Payment

6.1 We offer a variety of ways to pay including most credit cards, bank transfer and online payment link for debit and credit cards. There are some credit cards that we do not accept. Please check.

6.2 Bank surcharges may apply to your chosen method of payment.

6.3 You agree that we are irrevocably authorised at all times whilst you remain registered with us to charge your credit or debit card without notice to you in order to maintain a minimum level of deposit up to 50% of your total bidding value, which may be subject to a higher limit depending on factors

including, but not limited to, your bidding history and the value of any lot for the sale of Items that you are, or you intend to, bid upon.

6.4 In accordance with Money Laundering Regulations and The Criminal Justice Act 1993, we will not accept cash payments exceeding £2,000.00 for any invoice.

6.5 Payment for Items and all applicable delivery charges is required in advance. You agree that we may charge the credit or debit card that you have registered with us in payment of any invoice that we issue to you (usually after 5pm on the second working day following the day of the auction sale).

7. Our bidding platforms

7.1 Our auctions are provided via third party platforms. Providers may be changed.

7.2 You confirm to us that you will adhere to the terms and conditions and other relevant policies of such third party platform providers to the extent necessary to use these platforms. In the event of an inconsistency with these Terms and Conditions, the provisions of these Terms and Conditions will prevail.

7.3 Please note that these platforms will make your bidding and payment history, both with us and other auction companies, available to all the commercial auction companies using the platform. This may include information on any default on payment made by you. We reserve the right to review this information from time to time and it may affect your ongoing registration with us. If necessary, you may be prevented from bidding in future auctions. For further information, we recommend that you refer to the terms and conditions of the relevant platform host.

8. Guarantees, warranties, and inspection

8.1 As a 'wholesale' business:

8.1.1 We do not warrant nor guarantee any Item.

8.1.2 All Items are sold 'second hand' or 'as is' and we therefore encourage you to fully inspect any Item before you place a bid on it; and

8.1.3 Where an issue is brought to our attention by you or anyone else in relation to an item, we will use reasonable endeavours to bring this to the

attention of all potential bidders (for example, that an Item is faulty, damaged or not working).

8.2 Some of the Items we sell to you come with a manufacturer's and/or supplier's guarantee and/or warranty. For details of the applicable terms and conditions, please refer to the manufacturer's and/or supplier's guarantee and/or warranty provided with the Items. Please note:

8.2.1 In the event of a manufacturer's guarantee or warranty, you will be responsible for dealing with the manufacturer directly. In respect of returned Items, you will be responsible for delivery of the Items to the manufacturer and any costs of delivery or associated costs, unless the manufacturer agrees that it shall be responsible for such costs.

8.2.2 In the event of a supplier's guarantee or warranty, you will be responsible, in respect of returned Items, for delivery to our premises (as set out in clause 1.1). You will be responsible for the cost of delivery and other associated costs, unless the supplier agrees that it shall be responsible for such costs; and

8.2.3 All Items returned pursuant to this clause 17.1 must be returned with original packaging that is complete and intact.

9. Title and risk

9.1 Risk of Items shall pass to you when we send you Confirmation of your purchase/order.

9.2 We recommend that you maintain insurance in force with a reputable insurance company for an amount not less than the price you have, or are due to, pay for the Items from the time risk in the Items passes to you. Items may be kept at our trading address or elsewhere.

9.3 Title of Items shall not pass to you until we receive payment from you in full for the Items set out in the relevant invoice. Title shall pass as the time of payment.

10. How we use your personal information

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which may apply to you.

11. Entire agreement and non-reliance

11.1 You confirm that:

11.1.1 You have authority to bind any business on whose behalf you use our site to purchase Items; and

11.1.2 You are not a consumer for the purposes of any consumer protection legislation, nor shall you hold yourself to be a consumer at any time.

11.2 These Terms and Conditions and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

11.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions or any document expressly referred to in them.

11.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

12. The Contract

12.1 Before you can buy Items through our auction bidding process, you must first register with us. We reserve the right to refuse any sale to you if you have not registered with us first. Upon registration:

12.1.1 You agree to adhere to these Terms and Conditions and any document referred to within them, as amended from time to time.

12.1.2 You agree to pay a deposit of £50 or other such amount as we may reasonably determine from sale to sale.

12.1.3 You agree that we are irrevocably authorised at all times whilst you remain registered with us to charge your credit or debit card without notice to you in order to maintain a minimum level of deposit up to 50% of your total bidding value, which may be subject to a higher limit depending on factors including, but not limited to, your bidding history and the value of any lot for the sale of Items that you are, or you intend to, bid upon; and

12.1.4 You agree not to place any bid that you do not have sufficient funds to purchase and acknowledge that, if your bid is successful at auction in securing an Item, we reserve the right not to accept your bid as constituting an offer to place an order if your minimum deposit has not been maintained due to your acts or omissions.

12.1.5 You agree that the requirements of this clause 12.1 are reasonable and will be enforceable by us as a method of maintaining adequate protection in respect of any payment made or due by you to us.

12.2 Once you have registered with us, our registration pages will guide you through the steps you need to take to bid upon an item with us.

12.3 After you place a bid, this does not mean that your bid has been accepted nor that your bid is a successful order of the Items you bid upon. Our acceptance of your bid and, if your bid is successful in securing the purchase of any Item, your order will take place as described in clause 12.4.

12.4 At the end of an auction held by us:

12.4.1 The highest bidder will normally be the successful purchaser, save that occasionally highest bids will be removed if the bidder cannot be contacted, is in our reasonable opinion unlikely to pay on time or a dispute arises.

12.4.2 If you did not place the final highest bid, your offer to purchase the Items shall not be progressed further, unless your bid becomes the final highest bid as a result of the application of this clause 12.4.

12.4.3 Acceptance of the final highest bid is subject to our approval and, if applicable, the approval of the vendor who placed the Item for sale (including, but not limited to, failure to meet any reserve price);

12.4.4 If you placed the final highest bid, we will confirm our acceptance to you by sending you an e-mail that confirms your offer to purchase the Items, which may be subject to us having sufficient stock available to complete your Order. The Contract between us will only be formed when we send you the Confirmation; and

12.5 Any dispute regarding the bidding process will be determined by the relevant auctioneer in his or her sole discretion and such determination will be final and binding. The auctioneer may choose to repeat the auction.

12.6 If we are unable to supply you with an Item, for example because that Item has sold out or is no longer available or because of an error in the price on our site as referred to in clause 12.5, we will inform you of this by e-mail and we will not process your purchase. If you have already paid for the Items, we will refund you the full amount including any delivery costs charged as soon as possible.

12.7 Our policy is not to publish any reserve prices we have agreed with our vendors, and such prices remain confidential between us and our vendors. We reserve the right to place a bid on behalf of a vendor up to the agreed reserve price.

13. Communications between us

13.1 When we refer, in these Terms and Conditions, to "in writing", this will include e-mail.

13.2 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

13.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

13.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. Events outside our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 14.2.

14.2 An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

14.3.1 We will contact you as soon as reasonably possible to notify you; and

14.3.2 Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Items to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15. Our right to vary these Terms

15.1 We reserve the right to amend these Terms and Conditions.

15.2 Every time you place a successful bid that leads to an Order from us, the Terms and Conditions in force at the time of your Order will apply to the Contract between you and us.

15.3 We may revise these Terms and Conditions as they apply to your Order from time to time to reflect changes in relevant laws and regulatory requirements.

15.4 If we have to revise these Terms and Conditions as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Items or just the Items you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Items you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

16. Our liability to you

- 16.1 We only supply the Items for use by your business.
- 16.2 Nothing in these Terms limits or excludes our liability for:
- 16.2.1 Death or personal injury caused by our negligence;
- 16.2.2 Fraud or fraudulent misrepresentation by us; or
- 16.2.3 Breach of the Terms and Conditions implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 16.3 Subject to clause 8.2, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 16.3.1 Any loss of profits, sales, business, or revenue;
- 16.3.2 Loss or corruption of data, information or software;
- 16.3.3 Loss of business opportunity;
- 16.3.4 Loss of anticipated savings;
- 16.3.5 Loss of goodwill; or
- 16.3.6 Any indirect or consequential loss.
- 16.4 Subject to clause 8.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £100 **OR** 10% of the price of the Items.
- 16.5 Except as expressly stated in these Terms and Conditions, we do not give any representation, warranties or undertakings in relation to the Items. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Items are suitable for your purposes.

17. Breach of Contract

17.1 All sold items not collected or paid within 14 days of the sale will incur storage charges at the rates set out in Clause 4.2.1. Neither we nor any third party shall be responsible for any damage, theft or loss occurring during this period. All items stored by us shall be at your risk.

17.2 If you fail to comply with these conditions, any deposit paid by you shall be forfeited to us from which we will deduct from it a sum equivalent to 20% of the final invoice value to cover all just expenses, storage costs and any other costs which we may have incurred for any losses suffered as a result of your breach under the Contract. Such sums will be applied by us towards any sums owing, without regard to any directions from you, or your agent, whether express or implied as to how such payments should be applied.

17.3 We shall be relieved of our contractual obligations to the extent that the performance thereof is prevented, frustrated, impeded or delayed directly or indirectly by or in consequence of any default by you. In such circumstances, the items shall be re-listed for sale by auction and the deficiency (if any) arising upon the re-sale together with expenses of it shall be due as a debt from you in default of the first sale.

17.4 In the event a debt remains owing to us following any deductions from sums held, we reserve the right to refer all relevant data to a third party for the lawful and legitimate purpose of recovering any such sums from you. Please refer to our Privacy Policy on our website in relation to data held by us.

18. Other important terms

18.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

18.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

18.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18.4 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.6 A Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

18.7 We both irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

