

Terms of Participation And Purchase Of Goods By Auction

1. INTERPRETATION

1.1 In these terms and conditions the following definitions shall apply:

“Bid” means an offer to buy a Lot at a specific price.

“Bidder” means any person who offers to purchase any Lot, whether successful or not.

“Buyer” shall mean the maker of the highest bid accepted by BEST BID AUCTIONS whether on the fall of the hammer (when the Hammer Price is achieved) or by private treaty sale.

“Buyer Premium” refers to the premium of 20% which is incurred on the Hammer Price of all Lots unless stated otherwise (may vary on different products).

“Contract” means the contract for purchase formed between the Buyer and the Seller once the Hammer Price has been achieved.

“Defaulter’s Entry Fee” means the fee of £200 to be charged to the relevant party in the case of any Lot having to be re-auctioned otherwise than due to a fault of BEST BID AUCTIONS.

“Deposit” means the cash (or as otherwise agreed) deposit paid by the potential buyer upon Registration of £500.

“Good(s)” includes any goods forming a Lot or Lots as described.

“Hammer Price” shall mean the highest bid accepted by BEST BID AUCTIONS including any VAT that may be included therein.

“Lot” means any single Good, group of Goods, or set of Goods described on the Website.

“Main Characteristics” means the description of the core characteristic of the Good (for example whether the Good is a chair, television or necklace).

“Registration” means all or any one of the following as appropriate:

- (i) the payment of the Deposit in cash or electronically.
- (ii) (ii) the presentation of 2 forms of identification acceptable to BEST BID AUCTIONS when requested.

“Seller” is any person upon whose instructions we sell a lot.

“VAT” means Value Added Tax. “Working Day” means any day that BEST BID AUCTIONS is open to the public for business.

“We/Us” refers to BEST BID AUCTION

“You” refers to the customers (Buyer, Bidder or Seller).

1.2 All Buyers and Sellers acknowledge and agree that these Terms are binding upon them, and by the Buyers completing Registration, and BEST BID AUCTIONS accepting the Sellers’ Good(s) for auction, these Terms are deemed accepted and incorporated into all dealings as between the relevant parties.

2. OUR TERMS

2.1 **What these terms cover.** These are the terms and conditions on which BEST BID AUCTIONS operate. We may own a Lot as principal or We may act as agent for a Seller. We do not act as agent for a Bidder or Buyer.

2.2 Why you should read them. Please read these terms carefully before You take part in our Online Auction. These terms tell You who We are, how We will operate, how You may enter into a contract, what to do if there is a problem and other important information.

2.3 Are you buying new or second hand goods? In some areas You will have different rights under these terms depending on whether You are buying new or second hand goods.

2.4 You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that You shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

3. Information about us and how to contact us

3.1 Who we are. We are BEST BID AUCTIONS trading as Chester Pardoe Limited a company registered in England and Wales. Our company registration number is 11252458 and address 221 Kidbrooke Park Road, London, SE3 9PP. Our registered VAT number is 290 5184 96.

3.2 How to contact us. You can contact us by telephoning 0121 554 2227 or by emailing us at info@bestbidauctions.co.uk

3.3 How we may contact you. If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You provide to us.

3.4 "Writing" includes emails. When We use the words "writing" or "written" in these terms, this includes emails.

4. The Online Auction Service

4.1 You can browse BEST BEST AUCTIONS Website at any time without registering.

4.2 To use the Services You must register as a member by completing the online registration form and submitting it to us.

4.3 To use the Services You must be:-

- aged 18 years or over (and by registering and accepting these terms you represent to us that you are aged 18 or over and can enter into a legally binding contract);
- resident in the United Kingdom or Europe;

4.4 All information supplied by You to register must be true and accurate in all respects. If You are a business entity You may register provided the person doing so has authority to do so and to bind the entity to these terms.

4.5 You must ensure that your registration information is, at all times, up to date and accurate.

4.6 We have full control of the registration process and may refuse your application for registration without giving any reason. We may terminate your registration at any time without giving a reason.

4.7 We reserve the right to change these terms and conditions at any time. Changes will take effect when posted on the Website. The terms and conditions current at the start of an Online Auction will remain applicable until that auction is completed.

4.8 We endeavour to ensure that the Website and the Services are available to You at all times but cannot guarantee that either will operate continuously, without interruptions or be fault free. Maintenance or upgrade work may be required periodically to the Website but We endeavour to keep downtime to a minimum. We accept no liability for any interruption or loss of use of the Website and the Services. We reserve the right to alter, suspend or discontinue any part of our Website or the Services and your access to it.

4.9 Not with standing the content of clause 4.8, nothing in this clause is intended to limit any statutory rights You may have as a consumer which cannot be excluded nor in any way to exclude or limit our liability to You for personal injury or death caused by our negligence.

5. CONDUCT OF THE AUCTION

5.1 You may only bid and use our Services if You have been accepted for registration by BEST BID AUCTIONS. Buyers must view lots and complete registration (including payment of Deposit), before they will be admitted to participate in any auction.

5.2 By putting in a Bid for a Lot, You accept that You are bound by these terms and conditions.

5.2 All auctions are conducted in pounds Sterling (£).

5.4 Without prejudice to any other of their rights set out in these Terms, BEST BIDS AUCTIONS has absolute discretion without giving any reason to refuse any bid, to withdraw any Lot before the hammer falls, to divide any Lot, to combine any two or more Lots, or to withdraw any Lot and/or Lots from the auction. BEST BID AUCTIONS is not bound to accept any offer.

5.4 You are responsible for ensuring that You have sufficient funds to cover any Bid that you make and for making payment.

5.5 We may reject your Bid or refuse to accept your Bid at any time.

5.6 Your Bid constitutes a legal offer to buy the Lot. You may not retract your Bid.

5.8 We are entitled to set a minimum Bid or fix a reserve price. If the reserve price is not met, You and us are released from any obligation to complete the transaction.

5.9 The contract of sale between the Seller and a Buyer will be formed once the Hammer Price has been achieved, at which point the Lot shall be deemed sold.

Subject to a Bid being above any reserve price or minimum Bid, the Bidder offering the highest price shall become the buyer of the Lot. At that point a contract will come into existence. A buyer's premium of 20% is added to the successful Bid.

5.10 If your Bid is successful, BEST BID AUCTIONS will contact Buyer to confirm acceptance of the Bid and to notify You of the total amount payable.

6. PRICE AND PAYMENT

6.1 Immediately following the achievement of the Hammer Price, the Buyer shall follow the appropriate process as notified to the Buyer by BEST BID AUCTIONS and pay the Hammer Price plus VAT unless specified otherwise, and the Buyer Premium plus VAT. If the Buyer fails to do so 72 hours after notification of your bid being successful, BEST BID AUCTIONS shall have an absolute discretion to cancel the contract of sale, to retain the Deposit.

6.2 Payment can be made by debit/credit card, SagePay and telegraphic transfers.

6.3 In respect of telegraphic transfers, the remitting bank must include the bidding number the invoice number, and any other reference directed by BEST BID AUCTIONS.

6.6 All Lots are sold exclusive of VAT which will be added to the Hammer Price at the prevailing rate (if applicable).

6.7 If for whatever reason we are unable to contact You within 48 hours of your Bid being successful, or there is a problem with delivery, or payment under this clause, then We will be entitled, in our discretion, to:-

- cancel the sale of the Lot to You;
- offer the Lot to the next highest Bidder;
- sell the Lot at a later auction and if a lower price is obtained upon re-sale than the price at which You contracted to buy the Lot, We shall look to You to pay the difference in price and the costs of re-sale;
- commence legal proceedings against You to recover all sums properly due and to seek the legal costs of doing so from You;
- to cancel your registration with us

6.9 BEST BID AUCTIONS will charge a “Buyer Premium” on all Lots on the purchase price of the Lot plus VAT.

6. Delivery

6.1 **Delivery costs.** Each lot listed will have a delivery fee stated on the listing and will be delivered via Royal Mail special delivery or Best Bid Auction couriers within 7 working days after payment received. Buyers can apply for free delivery if they purchase five or more lots in any one auction. This may vary in auctions.

6.2 **When we deliver the Goods.** We will deliver the goods to You within 7 working days of notification of successful bid and cleared payment.

6.3 **We are not responsible for delays outside our control.** If our supply of the Goods is delayed by an event outside our control then We will contact You as soon as possible to let BEST BID AUCTIONS will take steps to minimise the effect of the delay.

6.4 **If You are not at home when the Goods are delivered.** If no one is available at your address to take delivery and the Goods cannot be posted through your letterbox, a note will be left informing You of how to rearrange delivery or collection from your local depot.

6.5 **If you do not re-arrange delivery.** If, after a failed delivery to You, You do not re- arrange delivery or collect them from a delivery depot We will contact You for further instructions and may charge You for storage costs and any further delivery costs. If we cannot get in contact with You then at our discretion, We will cancel the contract and not disburse any monies payed.

6.6 **When you become responsible for the Goods.** The Goods will be your responsibility from the time We arrange delivery of the Goods to the address you registered with.

6.7 **When you own Goods.** You own the Goods once we have received payment in full.

7. Our Warranty to you

7.1 Our Warranty provides that the Goods will be free from material defects in design, material and workmanship.

7.2 If We sell Goods to You, We warrant that the Goods are free of defects in materials and workmanship that materially affect them for the following periods:-

- electrical goods – 30 days from date of successful bid.
- watches and jewellery – 14 days from date of successful bid.

7.4 Our warranty does not cover:

- any defect arising as a result of wear and tear, wilful damage, negligence, or abnormal usage conditions;
- your failure to follow oral or written instructions as to the storage, installation, commissioning, use or care of the Goods;
- any alteration or tampering with the Goods without our written consent;
- indirect or consequential damages of any kind

7.3 We shall, at our option, repair or replace the defective Goods provided that:-

- You give notice in writing to us during the Warranty Period and within 30 days of discovery of any defect
- We are given a reasonable opportunity of examining such Goods and You (if asked to do so by us) return the Goods to our place of business at our cost.

7.5 On examination the item is not to be defective we will return the Goods to You and a charge will be made for our examination and delivery costs.

7.6 This warranty is without prejudice to any statutory rights that You may have in respect of the Goods.

8. Your rights to end the contract

1 **You may have rights to end your contract with us.** Depending on what You have brought you may end your contract with Us, whether there is anything wrong with the Goods, how We are performing, when You want to end the contract and whether You are a consumer:

(a) **If what you have bought is faulty or mis described you may have a legal right to end the contract**

(b) **If you want to end the contract because of something we have done or have told you we are going to do,**

(c) **If you are a consumer and have just changed your mind about the Goods**

8.3 Exercising your right to change your mind if you are a consumer

(Consumer Contracts Regulations 2013). If You are a consumer You have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.2 Ending the contract because of something we have done or are going to do. If You are ending a contract for a reason set out at (a) to (c) above the contract will end immediately and We will refund You in full for any Goods which have not been delivered.

8.4 How long do consumers have to change their minds? You have 14 days after the day You receives the Goods

9. How to end the contract with us

9.1 Tell us You want to end the contract. To end the contract with us, please let us know by doing one of the following:

9.1.1Phone or email. Call us on 0121 554 2227 or email us at

info@bestbidauctions.co.uk . Please provide your name, home address, details of your Bid and your phone number and email address.

9.2 Returning Goods after ending the contract. If You are entitled to end the contract after the Goods have been delivered to You, You must return them to us. You must return the Goods to us at 24 Promenade, Southport, PR8 1QU. If You are a consumer exercising your right to change your mind, You must return the Goods to us within 14 days of telling us You wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

1. (a) if the Goods are faulty or mis described;
2. (b) if You are ending the contract because of a delay in delivery due to events outside our control or because You have a legal right to do so as a result of something We have done wrong.

9.4 How we will refund you. If You are entitled to a refund under these terms We will refund You the total price paid for the Goods. However, We may make deductions from the price because you have handled the goods. Once the items have been returned and inspected We will refund You

10. ONLINE TERMS OF PARTICIPATION AND SALE

11.1 Subject to the following clauses which have precedence over the Terms above, the provisions of all Terms above apply to the sale of Lots made through www.bestbidauctions.co.uk (the "Website").

11.2 All participants in the Website auctions warrant that they are legally capable of entering into binding contracts and are of the legal age required to purchase any relevant Good(s).

11.3 The Website operates a '10 minute rule' which means that any person who bids on-line within the last 10 minutes of a specific Lot closing time will instigate the automatic extension of the Lot closing time by an additional 10 minutes and so on for any such subsequent bids.

11.5 In addition, use of the BEST BID AUCTIONS online bidding platform is at all times subject to the BEST BID AUCTIONS conditions of website use.

11.6 During an auction, potential Buyers can bid for a Lot by clicking the "Bid" button. Each bid shall be final and binding as soon as the Bid button is clicked.

11.8 Buyers acknowledge that the online auction is a live auction and agree that each bid submitted as provided in these Terms is irrevocable and cannot be amended or corrected, even if submitted in error and notified to BEST BID AUCTIONS.

11.9 Buyers are fully liable for all bids submitted via their online bidding account.

Schedule 1 Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To Best Bid Auctions, 38D Holyhead Road, Handsworth, Birmingham B21 0LS, telephone number 0121 554 2227 email info@bestbidauctions.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper), Date

[*] Delete as appropriate