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***[Insert Organisation Name and website address]***

**Auction Terms and Conditions**

Last updated *[Insert date]*

## **1. Our Website**

**1.1** Your use of this website and any service contained within constitutes acceptance by you of these Terms & Conditions.

**1.2** Any reference to “you” refers to you as a user of this website.

**1.3** Any reference to “us” refers to *[insert company name and registered office address]*.

**1.4** Any reference to this “website” refers to the website address *[insert address]* and such other locations where it may be hosted or featured where the entire website or elements of the website are hosted or featured by our partners.

## **2. Eligibility**

**2.1** You must be a minimum age of 18 to register with and use this website. Furthermore you must be able to enter into legally binding contracts. By registering and using this website you warrant that you are 18 or older, have the capacity to enter into contracts and understand your obligations under these Terms & Conditions.

**2.2** You will not be eligible to use this website if you have previously been banned from using it and a ban is currently still in place, or where you have been suspended and a suspension is still in place.

### **3. Registration**

**3.1** As part of the registration process you will need to create an account, including a username & password. It is your responsibility to ensure that the information you provide is accurate, not misleading and relates to you. You cannot create an account or username & password using the names and information of another person or using words that are the trademarks or the property of another party (including ours), or vulgar, obscene or in any other way inappropriate. We reserve the right with or without notice to suspend or terminate any account in breach.

**3.2** If for any reason you suspect that your username & password has been disclosed to or obtained by another party you should contact us immediately. Please note that we never contact users requesting them to confirm their username & password or other details.

### **4. Specific Auction Rules**

**4.1** As a user you agree not to do any of the following:

1. Advertise items in inappropriate categories on the website.
2. Advertise any item deemed inappropriate by us, see Schedule 1 below.
3. Breach any local laws with regard to items advertised or sold.
4. Fail to pay for any item purchased by you, whether sold at a fixed price or auction. This excludes where the seller materially alters the terms of the sale after you have bid or agreed to purchase, or where the items are not as described or where the seller's identity cannot be clearly authenticated.
5. Fail to deliver any item where the sale has been agreed, unless the buyer cannot meet the terms of sale agreed, or where the buyer's identity cannot be clearly authenticated.
6. Manipulate the bidding process or price of any item, including (but not limited to) bidding for your own items, working in conjunction with others to bid-up items, entering high bids and then withdrawing them, or any other form of manipulation or concerted action to distort the auction process whether related to your own items or those of another user.
7. Seek to avoid the payment of auction fees owed to us or manipulate the fee structure or fee payment process in any way.
8. Use or harvest data provided by other users in a way that they would object to.

9. Use data provided by other users for purposes other than contacting them via the website.

10. Abuse, harass, threaten, stalk, defame or in anyway seek to violate the rights of another user or third party.

11. Encourage illegal activity or activity that violates the rights of other users or third parties, whether individuals or organisations.

12. Supply or post content or advertisements calculated to deliberately mislead other users or third parties, including content falsely made to appear from or be endorsed by us.

13. To pose as another user, third party or organisation or *[Insert Organisation name]* employee for the purposes of obtaining user or third party information.

14. To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.

15. Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by us and other users.

16. Reframe or repurpose the website or any content on it or remove or obscure any notices or advertising provided by us on the website.

17. Advertise any item, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.

18. Send junk or spam email or emails or posts promoting pyramid schemes, chain letters or any other activity that invites users and others to participate in wasting their time and/or money.

19. Use any robot, spider, scraper or other technical means to access the website or content on the website.

**4.2** If you breach these Terms & Conditions by sending any unsolicited bulk email, (spam) or any other bulk communications to users your actions will cause harm to us and to the website. Such harm is difficult to quantify and as such you agree to pay us the sum of £50 for each and every individual email or other communication sent to a user or third party.

**4.3** The above list is not intended to be exhaustive. We reserve the right to remove (with or without notice) content and suspend or terminate (with or without notice) the account of any user who in our sole judgment is in breach of the rules or the spirit of the rules.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

**5. Content Ownership**

**6. Copyrighted Material**

**7. Content Monitoring**

**8. Fees**

**9. Tax**

**10. Suspension Termination or Downgrading**

**11. Access**

**12. Disclaimer**

**13. Limitation of Liability**

**14. Indemnity**

**15. Privacy**

**16. No Agency**

**17. Severability**

**18. Waiver**

**19. Entire Terms & Conditions**

**20. Jurisdiction**

**Schedule 1**

**Banned Items**

**Contact Details**

Our contact details are as follows:

*[Insert Organisation name and full address here]*

Email: *[insert]*

Telephone

From within the UK: *[insert]*

International: *[insert]*

Fax

From within the UK: *[insert]*

International: *[insert]*

*[Insert, if applicable]*

Company registration number:

VAT registration number:

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