

# Bidder Terms And Conditions

## ("Bidder Terms")

Bidder Terms (for the-saleroom.com and other applicable sites) are below. Also below is a short summary of the key provisions of our terms and your responsibilities as a user of our website or that of the Auctioneer where it is supported by ATG Media and for any delivery services we may provide.

**Please read these Bidder Terms carefully before you start to use the website and/or the auctioneer site in order to receive the online auction services and, where you so decide and where available, to use ATG Media's delivery service. By using the website and/or the auctioneer site in order to receive the online auction services and/or choosing to use our delivery service you indicate that you accept these Bidder Terms (including on behalf of your Business (as defined below) if relevant) and that you and your Business (if relevant) agree to abide by them. In addition where you choose to use our delivery service you authorise us and our employees agents or contractors to request and require the release of the lot in question from the auctioneer concerned to us and our employees agents or contractors for the purposes of packing and/or shipping/delivery as more particularly set out in paragraph 2.2.4 below. If you do not agree, please refrain from using the website and/or auctioneer site to receive the online auction services and/or the delivery services.**

Please note that it is the responsibility of the auctioneer and/or the seller (to the extent relevant) to inform you of any cancellation rights (if any) you may have if you are a consumer in relation to any lot you may purchase using ATG Media's online auction services as ATG Media is not acting as the seller of any lot or as the auctioneer.

## Summary of Bidder Terms

These Bidder Terms (together with the Privacy Policy, Cookie Policy and Website Terms and Conditions (and those of the auctioneer to the extent also applicable)) ("**the Terms**") tell you the terms of use on which you may use our website and where relevant any auctioneer site, in particular our services to facilitate online bidding at auctions as well as the terms which apply should you choose to have ATG Media provide delivery services. Please read these carefully. We highlight some key terms below:

### What We Do for You

- We provide online auction services (more particularly described in paragraph 2 of the Bidder Terms and defined as the Online Services) that facilitate online bidding at auctions. The Online Services are only a means of communication to participate in auction sales and we are not an online auctioneer. Therefore, **we are not a party to the contract for sale and purchase entered into between you, the bidder, and the auctioneer and/or their principal.**
- We are not in control of the information made available by auctioneers which you access via the Online Services. We cannot therefore make any representations, warranties or guarantees in connection with what the auctioneer may offer for sale through the Online Services or otherwise.
- We do not charge you, the bidder, for your use of the Online Services. We are paid by auctioneers to provide the Online Services to potential bidders.
- Where available for the auction in question, we offer a packing and delivery service for lots bought at auction which is contracted for separately from the Online Services and in that case the terms relating to the delivery service set out in these Bidder Terms also apply. Please note that we will not carry or store dangerous goods and certain other goods as more particularly described in paragraph 2 of the Bidder Terms.

### What You Agree To Do

- 1. Use the website, the auctioneer site and the Services in accordance with the Terms. In particular you agree that we can change modify or remove any of the Services without notice and without reason at any time. You also agree that our liability is limited in accordance with paragraph 10 of the Bidder Terms. **In particular as regards providing the Delivery Services we are only able to offer a limited liability, in line with industry practice, should the goods be damaged, or lost in transit. Please note our liability may be less than the value of the goods carried, depending on their value. Our liability here is set out in paragraph 10.3.3 below. If this limitation on our liability is not acceptable to you then please enquire if we are able to offer an increase in the level of our liability in return for an additional fee or see our website for up to date information.**

- **2.**You also agree to indemnify us against any claim action, or right against us that arises through your act, omission or breach of the Bidder Terms and also in respect of any taxes, duties and levies that may apply where we agree to deliver any lots for you.
- **3.**Pay our charges for our delivery service if you make use of this service, where available. Please note that where we provide delivery services we have a lien and/or you agree we have other rights over the goods in question (including to sell or destroy them) in respect of non-payment by you (see paragraph 6.4 below).
- **4.**If you are registering to use the website and/or the auctioneer site and receive the Services (in accordance with clause 3.2 of these Terms) on behalf of a company, partnership, sole trader, limited liability partnership or any other person (your "Business") you warrant represent and undertake that you have authority to (i) act on behalf of your Business; (ii) bind your Business to these Terms; and (iii) bind your Business to any contract or arrangement entered into as a result of receiving the Services (including any agreement entered into with an Auctioneer). You acknowledge that where you do not have the authority to act on behalf of your Business and bind your Business in accordance with (i) to (iii), above, you will remain personally liable to ATG Media in respect of these Bidder Terms and personally liable in respect of any agreement entered into with an Auctioneer as a result of receiving the Services.
- **5.**Where you require the lots to be exported you are responsible for any export licences or permissions required, any customs declarations we make on your behalf and paying any customs duties or taxes. We are only the transporter of the goods on your behalf – you are the exporter (and importer) as the case may be.

## 1. Our Agreement

- **1.1**By accessing ATG Media's website (currently [www.the-saleroom.com](http://www.the-saleroom.com) or such other site or sites we use to provide the Services (defined below) as notified to you from time to time) ("**Website**") or being linked to these terms, or accessing, the site of an auctioneer ("**Auctioneer**") which is supported by ATG Media ("**Auctioneer Site**") in order to receive the Services and/or by registering to receive the Services (whether through the Website, the Auctioneer Site, or otherwise) or requiring us to provide the Delivery Services you agree to be bound by these terms and conditions, which constitute a legally binding contract between you (defined in these terms as the "**Bidder User**") and ATG Media.
- **1.2**These Bidder Terms are additional to ATG Media's Website Terms, and the Auctioneer Site's general website terms and conditions (if any) which may also apply (provided that in the event of any conflict or inconsistency these Bidder Terms shall prevail).
- **1.3**For the purposes of these Bidder Terms ATG Media shall mean **Metropress Limited** (a Company registered in England and Wales with company number 01010311) with its registered office at 65 Southwark Street, London, SE1 0HR, United Kingdom), tel No: +44 (0) 203 725 5555, email address: [support@atgmedia.com](mailto:support@atgmedia.com)
- **1.4**Metropress Limited's VAT number is: 927 5121 29
- **1.5**These Bidder Terms are subject to change to reflect legal and business development applicable to ATG Media. ATG Media reserves the right to amend them at any time. Notification of this amendment shall be effected by posting the new terms and conditions on the Website, the Auctioneer Site and/ or notifying Bidder Users by e-mail. Amended terms and conditions shall become effective; (1) for new Bidder Users immediately; (2) for existing Bidder Users 30 days from the date of posting.
- **1.6**Notwithstanding paragraph 1.5, above, ATG Media may from time to time seek to improve the Services and improve the functionality of the Website and/or the Auctioneer Site for the benefit of Bidder Users ("Improvements"). Where ATG Media make such Improvements, ATG Media are entitled to vary these Bidder Terms with immediate effect. Any changes to the Bidder Terms made by ATG Media as a result of Improvements will not apply to Services already provided under the previous version of the Bidder Terms.
- **1.7**These Bidder Terms replace all previous terms and conditions.

## 2. Services provided by ATG Media to Bidder Users

### Online Services

- **2.1** Subject to the Bidder User's compliance with its obligations under these Bidder Terms, ATG Media will use reasonable endeavours using reasonable skill and care to provide some or all of the following services from time to time to the Bidder User:
- **2.1.1 Access to and participation in "Timed Auctions" (including Tender Auctions).** A Timed Auction can take place online and the Auctioneer will organise the sale (such organisation includes (but is not limited to) the Auctioneer describing and cataloguing the lots, posting the lots on the Website (or Auctioneer Site) and dealing with post sale matters). The Timed Auction is an automatic process that is administered according to parameters (such as bid increments and end times) established by the Auctioneer and takes place without the Auctioneer calling the bids. Bids are placed over a defined time period ("**Bidding Period**"). Bidder Users can view the highest current bid. The highest bid, (being the greatest bid that meets or is in excess of any reserve bid), at the end of the Bidding Period is successful at the auctioneer's discretion. A Timed Auction:
  - **(a)** will either be open to all registered Bidder Users who have registered and been approved by ATG Media and/or the Auctioneer in accordance with paragraph 3.2 or restricted to a defined group of Bidder Users according to the Auctioneer's chosen criteria; and
  - **(b)** may also be a 'private treaty sale' or 'tender sale' where Bidder Users cannot see the value of the bids placed by other Bidder Users.
- **2.1.2** "Buy it now" functionality may be available in certain Timed Auctions, where this is selected by the Auctioneer – this permits the Bidder User to buy the lot for a maximum "buy it now" price at which point the lot closes regardless of what the actual end time is, and the lot will be sold to the Bidder User in accordance with the Auctioneer Terms. Note that where a Bidder User makes a "Maximum Bid" which is one increment below the "buy it now" price, the option to "buy it now" will automatically be removed.
- **2.1.3** Access to and participation in "Live Auction Webcasts". Live auctions are traditional auction sales conducted by an auctioneer that take place at a physical location. A Live Auction Webcast allows the Bidder User to participate in the auction either by placing Automatic Bids (defined below) in advance of the auction or, when available, during the auction. Access to Live Auction Webcasts is only open to Bidder Users who have registered and been approved in accordance with paragraph 3.2 in order to be able to bid in the auction in question.
- **2.1.4** Communication of "Autobids" (in respect of Live Auction Webcasts) and "Maximum Bids" (in respect of Timed Auctions) to the Auctioneer using the-saleroom.com's Autobid functionality (together the "Automatic Bid"). The Automatic Bid is the highest amount the Bidder User is willing to bid on a specific lot. Automatic Bids are executed on behalf of the Bidder User during the auction at the lowest possible amount. ATG Media communicates the Automatic Bid to the Auctioneer during the auction using the Website's (or Auctioneer Site's) Autobid functionality which administers the Automatic Bid automatically. In relation to Automatic Bids (and without prejudice to any other right or remedy that ATG Media may have under these Bidder Terms):
  - **(a) The Automatic Bid is at the risk of the Bidder User.** Subject always to clause 10 ATG Media accepts no responsibility for and shall not be liable for the communication and placement of Automatic Bids including (but not limited to) any direct or indirect loss that may occur;
    - **i)** as a result of a failure to communicate the Automatic Bid to the Auctioneer due to any disruption or disturbance to the wider internet; or
    - **ii)** for any other reason
  - **(b)** ATG Media will at no time be agent for the Bidder User and/or the Auctioneer; and
  - **(c)** Communication of the Automatic Bid through the Website and/or Services does not constitute or guarantee the Auctioneer's acceptance of the Automatic Bid (together the "Online Services").

## Delivery Services

- **2.2** In addition to the Online Services, ATG Media will also provide at a Bidder User's request delivery services ("**Delivery Services**") for Bidder Users at selected auctions and at ATG Media's absolute discretion, subject to payment by Bidder Users of the then applicable charges for this service (which also include any additional delivery charges and costs noted below). The Online Services and the Delivery Services are together defined in these Bidder Terms as the "**Services**". The Delivery Services are as follows:

- **2.2.1** ATG Media will pack or arrange for the packing of lots bought by the Bidder User from the Auctioneer. Packing may take place at the Auctioneer's premises prior to collection by the shipping contractor/carrier or may be carried out by the shipping contractor/carrier after collection of the lot from the Auctioneer's premises. In any event ATG Media will arrange for a shipping contractor/carrier to deliver the Consignment (a "**Consignment**" meaning goods contained in one parcel or any number of separate parcels sent at one time in one load to one address) to the Bidder User at the delivery address as more particularly described in paragraph 2.2.2 below. All requests for delivery are subject to acceptance by ATG Media. In particular but without limitation ATG Media shall not accept any of the following goods for carriage or storage unless a director of ATG Media has notified the Bidder User in writing that they are accepted and unless such notice has been given in writing no liability whatsoever, including losses arising from negligent acts of ATG Media or its contractors, shall arise in respect of the following goods to the Bidder User and any such liability is excluded to the fullest extent permitted by law:
  - **(a)** Dangerous Goods, hazardous goods or flammable goods ("**Dangerous Goods**" means goods included in the list of Dangerous Goods as defined in the Classification, Packaging and Labelling of Dangerous Substances Regulations 1984, the Classification and Labelling of Explosives Regulations 1983, the Radioactive Substances (Carriage by Road) (Great Britain) Regulations 1974, the Packaging of Explosives for Carriage Regulations 1991, the Carriage of Explosives by Road Regulations 1996, including any other relevant legislation or regulations together with any amendments thereto, or any other goods which present a comparable hazard);
  - **(b)** Firearms, furniture, barometers, cash, negotiable instruments (including cheques and any vouchers with face value), furs, wines, spirits or living animals, fish, birds or any other living organism of any type, frozen or perishable food; and
  - **(c)** Any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried.
- **2.2.2** It is agreed that:
  - **(a)** Transit ("**Transit**") shall commence when the carrier acting on ATG Media's behalf ("**Carrier**") collects the Consignment from the Auctioneer or from ATG Media's packers' premises as the case may be. The packing of goods at the Auctioneer's or ATG Media's packers' premises shall not be Transit. ATG Media is entitled to convey goods by any means of conveyance and by any route whatsoever. **Please note that from time to time Carrier's schedules can change and accordingly ATG Media cannot be held responsible for changes to scheduled delivery dates of Carriers.**
  - **(b)** Transit will end when a Consignment is delivered to the Bidder User or returned to the Auctioneer. For Consignments which cannot be returned, Transit shall be deemed to have ended when the Consignment is otherwise disposed of.
  - **(c)** Unless ATG Media expressly agrees otherwise in writing, the delivery address will be the Bidder User's credit/debit card address used by the Bidder User to purchase the goods at the auction. Where, for any reason whatsoever, ATG Media or the Carrier or their agent is unable to convey the Consignment to that address, or to effect delivery at that address:
    - **i)** ATG Media or the Carrier shall endeavour to communicate with the Bidder User (typically by a card left at the delivery address indicating that the package could not be delivered and setting out how the package can be redelivered or collected – how this will be done is at ATG Media's discretion), In such circumstances an additional charge may be payable by the Bidder User where ATG Media deems this reasonable and any such charges can be collected by ATG Media by debiting the Bidder User's payment card.
    - **ii)** If ATG Media or the Carrier is unable to communicate with the Bidder User within a reasonable time (the Bidder User acknowledging it is their responsibility to inform ATG Media of any issues regarding delivery), ATG Media shall have the right at its absolute discretion either to destroy the Consignment or to return the Consignment to the originating Auctioneer at the expense of the Bidder User. It is agreed that the Bidder User is liable for the additional costs of returning a Consignment to an Auctioneer and for any storage, carriage and insurance charges incurred by ATG Media due to the Bidder User's failure to accept delivery or any other default of the Bidder User and that any such charges and expenses can be collected by ATG Media by debiting the Bidder User's payment card.
  - Provided always that on rare occasions the Carrier may deliver the Consignment to a Bidder User's neighbour. If the Bidder User does not wish to have the Consignment delivered to a neighbour then the

Bidder User needs to reply accordingly to ATG Media's delivery quote email so ATG Media can note this request. Accordingly ATG Media cannot guarantee that the Carrier will not deliver to a neighbour.

- **(d)**The decision as to what constitutes a reasonable time under paragraph c(ii) will be entirely at the discretion of ATG Media.
- **2.2.3**The Consumer Rights Directive (Directive 2011/83/EU) and related UK regulations ("**Regulations**") give consumers procuring services online or otherwise "at a distance" certain cancellation rights under Part 3 of the Regulations. Accordingly, under the Regulations the Bidder User (if a consumer) has the right to cancel the Delivery Services for any reason within a period of fourteen working days following the date on which the contract to provide the Delivery Services is concluded ("**Cancellation Period**") unless where at the Bidder User's express request it has been agreed that the Delivery Services (e.g. packing) will begin during the Cancellation Period. In that case because the Delivery Services have begun prior to the expiry of the Cancellation Period then whilst the Bidder User (if a consumer) will have a right to cancel the Delivery Services during the Cancellation Period this right will no longer apply once the Delivery Services have been fully performed. If the Bidder User lawfully cancels the contract for Delivery Services, ATG Media will reimburse the Bidder User all payments received from the Bidder User in relation to the Delivery Services, provided always that if the Bidder User requested ATG Media to begin the performance of the Delivery Services during the Cancellation Period, the Bidder User will remain liable to pay ATG Media's reasonable costs in accordance with Regulation 36(4) of the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013. To exercise the right to cancel the Delivery Services (if available to the Bidder User) the Bidder User must inform ATG Media at : the Delivery Manager, 65 Southwark Street, London SE1 0HR, tel +44 (0) 203 725 5500, email address [delivery@atgmedia.com](mailto:delivery@atgmedia.com) of its decision to cancel the contract for Delivery Services by a clear statement (e.g. a letter sent by post, fax, or e-mail); a copy of a model form which can be used if desired in order to cancel the Delivery Services is available from ATG Media at the address noted above. To meet the cancellation deadline, it is sufficient for the Bidder User to send its communication concerning its exercise of the right to cancel before the Cancellation Period has expired. ATG Media will make any applicable reimbursement using the same means of payment as the Bidder User used for the initial transaction, unless the Bidder User has expressly agreed otherwise, and, in any event, the Bidder User will not incur any fees as a result of the reimbursement. In practice lots will be packed within five working days of the auction and usually the Bidder User will have agreed with ATG Media to provide the Delivery Services within one to two working days after the auction and it is agreed that the contract for the Delivery Services will only be concluded once the Delivery Services have been paid for in advance or (if earlier) in any event once ATG Media based on the Bidder User's instructions has arranged for packing of the lots. For the avoidance of doubt payment by you is an express request by you for us to provide the Delivery Services as soon as possible.**Note: The Delivery Services will commence as soon as ATG Media arranges for a packer to visit the auctioneer.**
- **2.2.4**Where a Bidder User uses the Delivery Services the Bidder User authorises ATG Media and its employees, agents or contractors to request and require the release of the lot in question from the Auctioneer to ATG Media and its employees, agents or contractors for the purposes of packing and/or shipping/delivery provided always that the lot has been paid for and the Bidder User is otherwise in compliance with the Auctioneer's terms and conditions. **Note: If the Auctioneer has not received cleared funds at the time of ATG Media's collection, ATG Media will not be allowed to collect by the Auctioneer and the Bidder User's delivery will be delayed. Please also note that in providing the Delivery Services ATG Media's records may not match the Auctioneer's records and the Auctioneer's records are the primary and governing record in terms of the lot concerned.**

## General

- **2.3**ATG Media reserve the right to change, modify or remove all and/or any of the Online Services and the Delivery Services at any time (with or without notice to the Bidder User) and without reason.
- **2.4**ATG Media and/or any Auctioneer may terminate, restrict and/or refuse the Bidder User's use of the Website, the Auctioneer Site and/or the Services and/or remove or alter any content at any time and for any reason.
- **2.5**Should the Bidder User have any queries, concerns or complaints about the Services these should be directed to our Live Auction and website Support team (tel +44 (0)203 725 5555, email [support@atgmedia.com](mailto:support@atgmedia.com) at 65 Southwark Street, London, SE1 0HR, United Kingdom.

## 3. Responsibilities of the Bidder User

- **3.1**Bidder user access

- **3.1.1** Those under 18 (eighteen) years of age are not permitted to access the Website, the Auctioneer Site and/or the Services.
- **3.1.2** Those who have been barred, refused or suspended by ATG Media or any Auctioneer are not permitted to access the Website, the Auctioneer Site and/or receive the Services.
- **3.1.3** Those who access the Website, the Auctioneer Site and/or receive the Services on behalf of their business, warrant that they have authority to bind that business.
- **3.2** Registration and user credentials
  - **3.2.1** If the Bidder User wishes to use the Website and/or the Auctioneer Site in order to receive the Services or make use of any of the Services the Bidder User must:
    - a) register with and be approved by ATG Media; and
    - b) register with and be approved by the Auctioneer in advance of receiving or using the Services.
  - **3.2.2** For the avoidance of doubt, the Bidder User's registration with ATG Media in accordance with paragraph 3.2.1(a), above, will require the Bidder User to agree to abide by these Bidder Terms on registering to receive the Services. The Bidder User's agreement to these Bidder Terms does not constitute ATG Media's approval of the Bidder User and notwithstanding paragraph 2 ATG Media may at any time terminate, restrict and/or refuse the Bidder User's use of the Website, the Auctioneer Site and/or the Services without notice.
  - **3.2.3** For the avoidance of doubt, the Bidder User's registration with the Auctioneer in accordance with paragraph 3.2.1(b), above, will require the Bidder User to agree to abide by the Auctioneer's terms and conditions (if any) on registering to receive the Services. The Bidder User's agreement to the Auctioneer's terms and conditions does not constitute the Auctioneer's approval of the Bidder User and notwithstanding paragraph 2 the Auctioneer may at any time terminate, restrict and/or refuse the Bidder User's use of the Website, the Auctioneer Site and/or the Services without notice.
  - **3.2.4** The Bidder User will supply all information requested by ATG Media and/or the Auctioneer in order to register and represents, warrants and undertakes to ATG Media and to the relevant Auctioneer that all such information is complete, truthful and accurate. It is the responsibility of the Bidder User to update and maintain changes to such information. ATG Media and the relevant Auctioneer are entitled to rely on any information provided by the Bidder User.
  - **3.2.5** ATG Media and/or the Auctioneer reserve the right to refuse registration and/or approval to any person for any reason, in particular if a Bidder's conduct poses a risk to the integrity or reputation of ATG Media's and/or an Auctioneer's Services. Such refusal shall be in the absolute discretion of ATG Media and/or the Auctioneer.
  - **3.2.6** On registration a Bidder User will be allocated a unique user ID which must be used in conjunction with the Bidder User password, these are known as "**User Credentials**".
  - **3.2.7** The Bidder User's access to the Website, the Auctioneer Site (to the extent applicable) and/or the Services must only be achieved using these User Credentials.
  - **3.2.8** The Bidder User must ensure that User Credentials are not disclosed to any other person and in any event they must only be disclosed to persons under the authority and control of the Bidder User for the purpose of ensuring the Bidder User has access to the Website, the Auctioneer Site (to the extent applicable) and use of the Services. If the Bidder User believes that there has been any breach of security such as the disclosure, theft or unauthorised use of the User Credentials, the Bidder User must immediately notify ATG Media by email at support@atgmedia.com.
  - **3.2.9** The Bidder User shall be liable for any use of the Website, the Auctioneer Site (to the extent applicable) and/or Services made using the User Credentials and for any misuse of the User Credentials.
- **3.3** Protecting ATG Media, the Auctioneer and the Services.

The Bidder User warrants and undertakes that:

- **3.3.1** its access to and use of the Website, the Auctioneer Site (if applicable) and the Services will not cause ATG Media any loss, damage or any liability whatsoever, or cause any interference, interruption or disruption to ATG Media, or cause the Website, the Auctioneer Site (if applicable) or the Services to become less efficient, less effective, or less functional;

- **3.3.2**the Bidder User will not impose unreasonable stress, burden, or demand on the Website, the Auctioneer Site (if applicable) or the Services;
- **3.3.3**the Bidder User will comply with ATG Media's instructions regarding the use of the Website, the Auctioneer Site (if applicable) and the Services from time to time and also will not bypass measures to prevent or limit access to the Website, the Auctioneer Site (if applicable) or the Services;
- **3.3.4**the Bidder User will not commit or cause the commission of any act or omission, directly or indirectly, which results in detriment to ATG Media;
- **3.3.5**the Bidder User will not copy, reproduce, modify, communicate to the public, or make derivative product from or publicly display any material available on or through the Website, the Auctioneer Site (if applicable) or the Services other than in order to bid for goods using the Services;
- **3.3.6**the Bidder User will not create a database in electronic or structured manual form by systematically and/or regularly downloading, caching, printing and/or storing the material available on or through the Website, the Auctioneer Site (if applicable) or the Services (by spidering or otherwise) or enable or permit others to do so; and
- **3.3.7**the Bidder User will not present, use or communicate any information or language which is offensive, harmful, inaccurate, defamatory, deceptive, infringing or otherwise unlawful or illegal.
- **3.3.8** it is entitled to bid in the relevant auction and is not prohibited by law from purchasing any lots (e.g. firearms). Where the Bidder User bids for any antique firearms, the Bidder User confirms to ATG Media and to the Auctioneer that such antique firearms are to be acquired and possessed by the Bidder User as a curiosity or ornament and for no other purpose.
- **3.4**No sniping
  - **3.4.1**Bid sniping (such as watching a timed online auction and placing a winning bid at the last possible moment giving others no time to outbid), whether manual or automated, is strictly prohibited on the Website and the Auctioneer Site (if applicable) and the Bidder User warrants and undertakes that the Bidder User will not place or permit to be placed any bids on any lots in any auction by way of sniping.
  - **3.4.2**Any attempt at bid sniping will automatically extend the relevant auction time and without prejudice to any other right or remedy of ATG Media and/or the Auctioneer may result in the Bidder User's access to the Website and/or the Auctioneer Site being suspended or revoked.
- **3.5**No shill bidding
  - **3.5.1**Shill bidding (where the seller of an item at auction, or someone known to the seller, places a bid in order to inflate the price of the product being sold), whether manual or automated, is strictly prohibited on the Website and the Auctioneer Site (if applicable) and the Bidder User warrants and undertakes that the Bidder User will not place or permit to be placed any bids on any lots in any auction by way of shill bidding.
  - **3.5.2**Any attempt at shill bidding may extend the relevant auction time and without prejudice to any other right or remedy of ATG Media and/or the Auctioneer may result in the Bidder User's access to the Website and/or the Auctioneer Site being suspended or revoked.

The following terms apply when ATG Media provides Delivery Services to the Bidder User:

- **3.6.1**It is the Bidder User's responsibility to ensure that someone is available to sign for and accept delivery of the Consignment when delivered. The Bidder User also confirms that where it is not the owner of the Consignment it has full power and authority to require ATG Media to pack and deliver the Consignment.
- **3.6.2**Subject always to clause 10.3, the Bidder User must notify ATG Media of any loss or damage to the Consignment giving rise to a potential claim against ATG Media within 10 days of delivery of the relevant Consignment and the Bidder User must confirm any such notification by notice in writing within 20 days of delivery of the relevant Consignment. In the event of a claim for damage, ATG Media will require the Bidder User to substantiate the claim by
  - **(a)**retaining the Consignment and the Consignment's parcel and its packaging for inspection; and
  - **(b)**providing any relevant information about the Consignment which includes but is not limited to:

- i) at least 3 estimates for repair costs
- ii) photographs of the packaging used for the Consignment
- iii) multiple photographs of each item for which the Bidder User is claiming damage
- **3.6.3** The Bidder User warrants that any export of any lots will be lawful and that it has obtained all permissions and export licences required in order for any lots to be exported outside the UK. Furthermore it is agreed that:
  - (a) the Bidder User is responsible for any customs declarations ATG Media make on behalf of the Bidder User in respect of any Consignment (and it is agreed ATG Media is entitled to make such a declaration on the Bidder User's behalf) and that the declared value of items for the purposes of shipping will be the hammer price (excluding buyer's premium, VAT and any other extras);
  - (b) the Bidder User agrees that it will be classified as the exporter (and importer) of the Consignment not ATG Media; and
  - (c) the Bidder User is responsible for paying and will pay all customs duties and taxes in respect of any Consignment.
- **3.6.4** The Bidder User indemnifies ATG Media in respect of any liabilities losses costs damages or expenses incurred by ATG Media or its contractors (a) arising out of any breach of the warranty in clause 3.6.3, any incorrect declaration of value (other than due to ATG Media's negligence), or any circumstances where ATG Media its employees agents or contractors (and not the Bidder User) are held to be the exporter (and/or importer) of the Consignment (other than due to ATG Media's negligence), or (b) in respect of any duties, taxes, levies and penalties arising on the shipping of the Consignment (and also including any other charges and costs (including without limitation storage costs and expenses) incurred as a result of the Bidder User not providing proper documentation or obtaining any required export permits or licenses).

#### 4. Duration of the Services

- **4.1** Unless terminated earlier as provided in these Bidder Terms, the Bidder User's registration, approval, and/or right to use the Services shall apply on an auction-by-auction basis, although an Auctioneer may (in its absolute discretion) grant approval for a Bidder User to participate in more than one auction.

#### 5. The Website, the Auctioneer Site (if applicable) and the Services are only a means of communication to participate in auction sales and ATG Media are not 'an online auctioneer'

- **5.1** ATG Media act only as host and the Website, the Auctioneer Site (if applicable) and Services act only as a means of communication intended to provide online access to the Auctioneer's auction. Bids may be made and accepted utilising the technology inherent in the Services. Without prejudice to paragraph 3.4 above, when a Bidder User bids for a lot, the Bidder User does so in accordance with the terms and conditions provided by the Auctioneer for that sale and not ATG Media, as more particularly described in paragraph 7 below. The Bidder User is responsible for independently ensuring that they are aware of those terms and conditions and undertake to bid in accordance with those terms and conditions.
- **5.2** ATG Media is not a party to the contract for sale and purchase entered into between the Auctioneer, (and/or its principal) and the Bidder User, nor is ATG Media acting as agent for any such person. ATG Media shall not, by whatever means or for any reason, be joined as a party to the contract for sale and purchase.
- **5.3** No joint venture exists or shall exist between ATG Media and any party.
- **5.4** No franchise exists or shall exist between ATG Media and any party.
- **5.5** No partnership exists or shall exist between ATG Media and any party.

#### 6. Charges and Tax etc Indemnities

- **6.1** ATG Media does not charge Bidder Users for accessing the Website, the Auctioneer Site (if applicable) or using the Online Services. ATG Media does charge for providing the Delivery Services at

its then applicable rates which are subject to increase upon notification to the Bidder User. ATG Media shall not be under any obligation to provide any Delivery Services until its charges have been paid in full and the Auctioneer has also confirmed to ATG Media that the lots to be packed, consigned and carried by or on behalf of ATG Media have been paid for in full. The Delivery Charges include VAT. The Bidder User is also responsible for and shall indemnify ATG Media in respect of any duties, imposts, levies or taxes payable in respect of the export, import, shipping and/or delivery of any Consignment. In addition the Bidder User shall indemnify ATG Media against any liability arising under Section 30(10) of the VAT Act 1994 (or any analogous provision in any other jurisdiction) or any statutory modification or re-enactment thereof in respect of a failure to export zero rated goods or to comply with any conditions in relation to zero rated goods intended to be exported.

- **6.2**The Auctioneer may charge Bidder Users in respect of auction bids or otherwise through commission payments or other charges. The Bidder User acknowledges that any charges or commission arrangements that the Auctioneer may make for the Online Services are a matter between the Bidder User and the Auctioneer and are not the responsibility of ATG Media. It is the responsibility of the Bidder User to check it is happy with any charges or commission arrangements before bidding or otherwise incurring any liability to the Auctioneer.
  - (a)the Bidder User signs up for more than one auction; or
  - (b)the Auctioneer, at its sole discretion, requires further security from the Bidder User for any reason("Deposit(s)").
- **6.3**The Auctioneer may use the Website or Auctioneer Site (if applicable) to:
  - (a)refund the Deposit(s) automatically after the auction if the Bidder User does not purchase an item through the Auctioneer;
  - (b)hold the Deposit(s) for future auctions; or
  - (c)allow the Bidder User to use the Deposit(s) as part payment of the full purchase price of an item.
- **6.4**The Bidder User acknowledges that any charges, Deposit(s) or commission arrangements that the Auctioneer may make or require for the Online Services or in respect of an auction are a matter between the Bidder User and the Auctioneer and are not the responsibility of ATG Media. It is the responsibility of the Bidder User to check it is happy with any charges, Deposit(s) or commission arrangements before bidding or otherwise incurring any liability to the Auctioneer.
- **6.5**Payment, refunds and/or Deposit(s) due to or from the Bidder User may be dealt with via a third party payment processor (as more particularly described in paragraph 11.3) or the Auctioneer may, at its sole discretion, arrange a refund of the Deposit(s) via any other method (including but not limited to cheque or BACs). In any event, ATG Media will not be directly involved in or responsible for such payments.
- **6.6**Where ATG Media provides Delivery Services it is acknowledged and agreed that:
  - (a)ATG Media have a legal right (known as a lien) to hold on to all goods that ATG Media (or ATG Media's agents or contractors) carry for the Bidder User to cover any amounts the Bidder User owes ATG Media whether under this Agreement or otherwise.
  - (b)If the Bidder User does not pay the amounts it owes within a reasonable time ATG Media are entitled to do any or all of the following:-
  - i)ATG Media may in its absolute discretion sell the goods privately or by auction and retain and use the proceeds of sale towards paying off any monies owed. The Bidder User undertakes to pay ATG Media the costs involved in selling the goods including the cost of loading and unloading the goods and any storage and other expenses ATG Media incur whilst ATG Media retain the goods. Any money left over from the sale after deduction of such costs will be remitted to the Bidder User.
  - ii)ATG Media is entitled to destroy the goods if sale is not practicable for example ATG Media reasonably consider that it is not worth while selling the goods.
  - (c)If ATG Media sell or destroy the goods, ATG Media will have no further liability at all in relation to the goods. In such circumstances ATG Media shall also be entitled to charge for the cost of destroying the goods and to charge a reasonable administration fee to cover its costs in arranging for the sale or destruction of the goods.
  - (d)If the Bidder User is not the owner of the goods the Bidder User warrants that it has the authority to grant a lien over the goods or is otherwise entitled to give ATG Media the right to possess and sell or destroy the goods as contemplated by this clause and the Bidder User indemnifies ATG Media against all claims costs liabilities and expenses arising out of any breach of this warranty by the Bidder User.

## 7. Auctioneer terms

- **7.1**Each Auctioneer will have their own terms and conditions ("**Auctioneer Terms**"): these terms and conditions may differ from those of another Auctioneer. A Bidder User accepts that in bidding at an auction they accept the specific terms and conditions of that Auctioneer and any other terms which may

be implied by law, whether or not these have been brought to their attention. It shall be the responsibility of each Bidder User to ascertain the nature of these terms and to abide by them.

- **7.2** Whilst it is the responsibility of the Bidder User to read the Auctioneer Terms and to comply with them, the Bidder User is reminded that under English auction law and practice the following provisions typically apply (subject to any contrary provisions in the Auctioneer Terms):
  - **7.2.1** the Bidder User must not bid in an auction where they are the seller nor must they procure or encourage any person to do so on their behalf;
  - **7.2.2** the Bidder User must not contact other bidders prior to the full conclusion of the sale of the lot;
  - **7.2.3** the highest bidder, where the reserve is met, and the bid is not subsequently declared by the Auctioneer to be inoperable, shall be bound by law to complete the transaction; and
  - **7.2.4** each Bidder User shall be deemed to act as principal, unless in possession of written authority given by the Auctioneer to act for a third party.
- **7.3** Also, the submission of commission or Automatic Bids and their acceptance by the Auctioneer is a matter to be agreed between the Bidder User and the Auctioneer, provided that where commission or Automatic Bids are made or facilitated by using the Website, the Auctioneer Site and/or the Services these Bidder Terms shall apply.

## 8. Additional Auction Methods

- From time to time, an Auctioneer may use one of the following optional auction methods. Please see individual Auctioneer Terms.
- **8.1** Piecemeal Selling
  - **8.1.1** An Auctioneer may offer 'Piecemeal Selling' where a Bidder User bids on one lot consisting of multiple items. The Auctioneer calls the bid at the unit price of the items.
  - **8.1.2** If a Bidder User's bid is successful, it acknowledges and agrees that it will pay the per unit price multiplied by the number of items in the lot.
- **8.2** Options
  - **8.2.1** Where the Bidder User's bid is successful, the Auctioneer may offer the Bidder User the option to buy additional lots at the same price as the successful bid price. The Bidder User is able to choose how many additional consecutive lots to buy [(subject to availability)] but is unable to choose any combination of lots, only consecutive ones.
  - **8.2.2** This option only relates to lots immediately succeeding the first lot of a series. The Bidder User acknowledges that the lots are not necessarily identical.
- **8.3** Grouping
  - **8.3.1** An Auctioneer may offer a group of lots to a Bidder User as one lot. Where the Auctioneer offers 'grouping' the purchase price payable by the Bidder User for the entire lot will be the price that the Bidder User bids on the lot. The Bidder User acknowledges and agrees that should it be successful when bidding on such a lot, it will be contracted to buy the entire group of lots in accordance with the Auctioneer Terms.
- **8.4** The lot prices in the methods detailed in 8.1, 8.2 and 8.3 exclude buyer's premium, VAT and any additional charges that may be charged by an Auctioneer and will be subject to the Auctioneer's Terms governing each bid.

## 9. No representation and warranties

- **9.1** ATG Media makes no representations or warranties whatsoever in connection with what the Auctioneer may offer for sale through the Services or otherwise.
- **9.2** The Bidder User accepts that the Auctioneer is solely responsible for any undertaking, representation and/or warranties ("**Representation**") made in respect of a lot, including but not limited to: -
  - **9.2.1** Representation as to quality of lots;

- **9.2.2**Representation as to the description of lots;
- **9.2.3**Representation as to fitness for purpose of lots;
- **9.2.4**Representation as to truth or accuracy of statements made;
- **9.2.5**Representation as to authenticity or provenance in respect of lots;
- **9.2.6**Representation as to legality of lots;
- **9.2.7**Representation as to title of lots;
- **9.2.8**Representation as to the liability of any party to the contract to complete the transaction.
- **9.3**ATG Media has no knowledge as to, or responsibility for, the safety of lots. The Bidder User must not pre-suppose that all lots are risk free and not dangerous to the Bidder User. ATG Media do not accept any responsibility to protect Bidder Users from injury or even death resulting from use of these lots.
- **9.4**ATG Media have no knowledge as to, or responsibility for, the legality of lots. The Bidder User must not pre-suppose that all lots are lawfully sold in the relevant jurisdiction. ATG Media do not accept any responsibility to protect Bidder Users from any illegality arising from their purchase or use of lots.
- **9.5**ATG Media is not in control of the information made available by Auctioneers accessed via the Services. The Bidder User accepts that ATG Media is in no way responsible for the inclusion or use of any language or information or any detrimental effect it may have.
- **9.6**ATG Media does not warrant that the Website and the Auctioneer Site (if applicable) is free from infection by viruses or any other technologically harmful material that may infect the Bidder User's computer equipment, computer programs, data or other proprietary material ("**Bidder User's Computer System**") arising out of the Bidder User's use of the Website or the Auctioneer site. The Bidder User accepts that ATG Media does not accept responsibility to protect the Bidder User's Computer System from such viruses or other contamination or destruction. Subject to paragraph 10.2.1, below, ATG Media will not be liable for any loss or damage to the Bidder User's Computer System caused by a distributed denial-of-service attack.

## 10. Liability

- **10.1**Provision of the Services not guaranteed.
- **10.1.1**The Bidder User accepts that access to ATG Media's Services (whether the Website, via the Auctioneer Site (if applicable) or the Services or access to a particular lot) may be withdrawn at any time. The Website, the Auctioneer Site (if applicable) and the Services may be interrupted and provision of the Website, the Auctioneer Site (if applicable) and the Services is not guaranteed. Bidder Users must make alternative provision for making bids prior to the sale (for example by telephone) and must not rely on and are not entitled to rely on ATG Media's Services (whether the Website or the Services) or the use of the Auctioneer Site to make bids. Such Services and sites may not be continuous and may be interrupted by factors within or outside ATG Media's control.
- **10.1.2**The Website, the Auctioneer Site (if applicable) and the services are provided free of charge by ATG Media (see paragraph 6 above) 'as is' and 'when is' available only. ATG Media shall have no liability where a bid fails to be received by the Auctioneer or is delayed, or where the bid is made in error for whatever reason. ATG Media is under no obligation to correct erroneous bids or to resubmit bids which were lost in transmission or otherwise not received by the Auctioneer.
- **10.2**Limitation of liability generally and for the Online Services
- **10.2.1**The Bidder User accepts that ATG Media's liability is limited to the fullest extent available in law. The Bidder User releases ATG Media from all liability to the fullest extent permitted by law. Provided always that in respect of the Delivery Services the limitation of liability provisions in paragraph 10.3 shall apply to the exclusion of this paragraph 10.2 with the exception of paragraphs 10.2.3, 10.2.4, 10.2.5, 10.2.7 to 10.2.9 which shall continue to apply to both the Online Services and the Delivery Services.
- **10.2.2**ATG Media shall not be liable for the following (but not limited to); negligence, consequential damage, special, indirect and direct losses, loss of reputation, good will, contract, profits, revenues and (to the fullest extent permitted by law) all other losses arising out of or in connection with this agreement with the Bidder User.

- **10.2.3** Under no circumstances are ATG Media liable for the Auctioneer Site or the acts or omissions of the Auctioneer or any seller with whom the Bidder User contracts or with whom ATG Media link or facilitate communication with the Bidder User.
- **10.2.4** The Bidder User agrees to pursue any dispute, claim, action or right against any Auctioneer or any seller independently and without recourse to ATG Media. The Bidder User agrees to release ATG Media from all and any liability for any dispute, claim, action or right in any way associated with the Bidder User's use of the Website, the Auctioneer Site and the Online Services.
- **10.2.5** The Bidder User will be responsible for any losses or damages suffered or incurred by ATG Media in respect of any inaccuracy of the Bidder User's data due to incorrect input of data by the Bidder User and the Bidder User shall indemnify ATG Media against all liabilities, costs, expenses, damages and losses (including direct, indirect and consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable professional costs) suffered or incurred by ATG Media arising out of such inaccuracy of data.
- **10.2.6** Where, notwithstanding the above, liability is found against ATG Media for any reason under or in connection with these Bidder Terms, the Auctioneer Site or the provision of the Website and/or the Online Services (whether in negligence, breach of contract, breach of statutory duty or otherwise), ATG Media's aggregate liability in any calendar year in aggregate for all claims in respect of any Bidder User shall be limited to £100 ("**Bidder Cap**") per Bidder User provided always that ATG Media's aggregate liability to all Bidder Users in any calendar year shall be limited to £10,000. Where the total claims made against ATG Media by Bidder Users in any calendar year exceed £10,000 then the Bidder Cap for each Bidder User shall be reduced accordingly on a pro rata basis so that ATG Media's total aggregate liability in any calendar year in respect of all Bidder Users never exceeds £10,000.
- **10.2.7** The Bidder User agrees to indemnify ATG Media to the fullest extent available in law where any claim, action or right against ATG Media arises through the Bidder User's act or omission or breach of any of these terms and conditions. The Bidder User accepts and agrees that ATG Media may in such circumstances take action against the Bidder User or seek to join the Bidder User to such a claim.
- **10.2.8** The exclusions and limitations of liability in these terms and conditions shall also be for the benefit of ATG Media's employees, agents, affiliates and subcontractors.
- **10.2.9** Nothing in these Bidder Terms shall operate to exclude or limit a party's liability for death or personal injury caused by its negligence or for its fraud.
- **10.3** Limitation of liability in respect of the Delivery Services
- **10.3.1** ATG Media shall be liable for any physical loss of, or physical damage to, goods during Transit as defined in paragraph 2.2.2, except to the extent that such loss or damage did not arise due to ATG Media's negligence or has arisen from or consists of:
  - **(a)** The Bidder User not taking or accepting delivery within a reasonable time;
  - **(b)** Incorrect or insufficient address information provided by the Bidder User.
  - **(c)** Latent defect or inherent defect, vice or natural deterioration of the goods, wear and tear or the effect of any process of cleaning, dyeing or restoring any article.
  - **(d)** Act or omission of the Bidder User or owner of the goods or of any Auctioneer.
  - **(e)** Act of God or any other cause outside ATG Media's reasonable control.
  - **(f)** Seizure under legal process; or-
  - **(g)** Any consequence of war, invasion, act of foreign hostilities (whether war is declared or not), civil war, civil unrest, act of terrorism, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property by or under the order of any government or public or local authority, riots, civil commotion, lockouts, traffic congestion, mechanical breakdown, general or partial stoppage or restraint of labour from whatever cause, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, the direct or indirect effect of ionising radiations or contamination by radioactivity.
- **10.3.2** ATG Media shall not be under any liability of any kind for a Consignment or other goods:

- **(a)**Where there has been fraud by the Bidder User or the owner of the goods or the servants or agents of either; or
- **(b)**Where the Consignment was not in Transit (as defined in paragraph 2.2.2) at the time of the loss (other than where the liability is due to ATG Media's or its packers' negligence in packing the goods or related services in relation to the goods, subject always to clause 10.3.3).
- **10.3.3**It is agreed that:
  - **(a)**ATG Media's liability for the loss of part or all of a Consignment shall be limited to the lesser of the hammer value (including all auction premiums and VAT) or £150 per lot.
  - **(b)**ATG Media's liability for the damage of part or all of a Consignment in Transit or otherwise when in the control of ATG Media (for example due to negligent packing of the goods or negligent performance of related services by ATG Media or its packers) shall be limited to the lesser of the repair cost (excluding the cost of labour) or £150 per lot. Whether such loss or damage was due to the fault or negligence of ATG Media or otherwise, ATG Media shall be entitled to require proof of the cost of repair (see Paragraph 3.6.2).
- **The Bidder User acknowledges that the limitations of liability in these Bidder Terms and in particular this clause 10.3.3 are fair and reasonable given the price paid for the Delivery Services, the liability commonly accepted by carriers (including ATG Media's contractors), and the availability and price of insurance available to ATG Media in respect of the Delivery Services. If the liability limits in this clause 10.3.3 are not sufficient for the Bidder User then the Bidder User should enquire if for an additional fee ATG Media is able to offer a higher level of liability. Where this is agreed to by ATG Media then additional terms may apply as notified to the Bidder User by ATG Media.**
- **10.3.4**ATG Media shall, in no circumstances whatsoever, including without limitation negligence, nuisance, breach of statutory duty, breach of contract or non-performance by ATG Media, be liable to the Bidder User for any loss of profit, loss of reputation, loss of bargain, loss of revenue, loss of interest or any indirect or consequential loss or damage of any kind.

## 11. Personal information/debit/credit card details

- **11.1**ATG Media may make such use of any information (including any personal data) arising from or in connection with or supplied by any Bidder User, as is necessary to provide for the effective provision of the Website, the Services, ATG Media's services provided through the Auctioneer Site, any databases made available through the Website and/or the Services from time to time, to enable ATG Media to be paid for the Delivery Services, and as further provided in ATG Media's privacy policy referred to and linked to below.
- **11.2**ATG Media may collect certain personal data (including the Bidder User's address, contact number and email address) from the Bidder Users on behalf of the Auctioneers and the Bidder User agrees that ATG Media is entitled to pass this information to the Auctioneer concerned.
- **11.3**The Bidder User acknowledges and agrees that ATG Media has contracted a third party payment processor to manage the storage of Bidder Users' payment details and process payment as appropriate to enable payments to Auctioneers. The Bidder User's payment details will be stored in a PCI compliant manner by the third party payment processor and the Auctioneer can process payment, Deposit(s) and refunds via the third party payment processor. Such third party payment processors are obligated to protect the security and confidentiality of the Bidder User's information. In completing the bidder registration and providing debit/credit card details and unless alternative arrangements are agreed with the Auctioneer the Bidder User (i) authorises the Auctioneer to charge the debit/credit card given in part or full payment, including all fees (including where such fees may lawfully be charged any re-listing fees), for items successfully purchased at auction via the Website (or the Auctioneer Site) should the Auctioneer wish to do so, and (ii) warrants and represents that they are authorised to provide these debit/credit card details through the Website (or the Auctioneer Site) and agrees that the Auctioneer is entitled to ship the goods to the card holder name and cardholder address provided in fulfilment of the sale. It is also agreed that where the Bidder User has requested ATG Media to provide the Delivery Services then ATG Media shall also be entitled to debit the Bidder User's debit/credit card and process (or have processed) the card details in order to be paid for the Delivery Services and any additional charge under paragraph 2.2.2(c)(i).

## 12. Data Collecting and Sharing

- **12.1**The Bidder User acknowledges and agrees that (as more particularly provided in ATG Media's Privacy Policy) ATG Media and its auctioneers may collect process and store personal data and feedback regarding transactions Bidder Users have with auctioneers and share this personal data with any auctioneers receiving ATG Media Services on an ongoing basis to ensure the integrity and reputation of their services and to protect auctioneers and sellers from default

### **13. Confidentiality**

- **13.1**The Bidder User will keep confidential any information received from ATG Media in connection with the Services and will not use the information other than as necessary to access and use the Services as expressly contemplated by these Bidder Terms. This restriction shall not apply to the extent the information (a) enters the public domain through no fault of the Bidder User; or (b) is required by law to be disclosed.

### **14. Force majeure**

- **14.1**In no event shall ATG Media be liable for any delays or failures attributable to any cause beyond its reasonable control. Failures of telecommunications networks, the Internet, and/or ATG Media's or its subcontractor's IT systems, and the Auctioneer Site, fire, severe weather conditions, industrial dispute, labour disturbance, delay by any government or public or local authority, including the customs of any country where the goods are carried shall without limitation be deemed to be events beyond ATG Media's reasonable control.

### **15. Third party rights**

- **15.1**This agreement is only intended for the benefit of the parties (i.e. ATG Media and the Bidder User) and where expressly provided the Auctioneer and ATG Media's affiliates and subcontractors. The consent of the Auctioneer or ATG Media's affiliates and/or subcontractors is not required to amend or vary these terms.

### **16. Entire agreement**

- **16.1**These Terms constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties in respect of its subject matter. All terms and conditions which may be implied by law are hereby excluded to the fullest extent permitted by law.
- **16.2**Each of the parties acknowledges and agrees that in entering into an agreement based on these Terms it does not rely on any statement not contained within these Terms. Also, the striking out of one part by law shall not detract from the effectiveness of the entire agreement; the agreement shall operate effectively without that provision.

### **17. Assignment**

- **17.1**ATG Media may at any time assign, transfer, charge or deal in any other manner with this agreement or any of its rights under it.

### **18. General**

- **18.1**These Bidder Terms shall be governed by and shall be construed in accordance with the law of England and Wales. Each party agrees to submit to the exclusive jurisdiction of the English courts in any claim or matter arising under or in connection with these Bidder Terms. This is without prejudice to ATG Media's right to commence proceedings anywhere in the world relating to the protection of its intellectual property rights or those of its licensors.