

Bidder Terms And Conditions

("Bidder Terms")

Bidder Terms (including for i-bidder.com and 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.

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. By using the website in order to receive the online auction services you indicate that you accept these Bidder Terms and that you agree to abide by them. *As the Services are made available to you online from the moment you register and agree to the Bidder Terms you are reminded that if you are a consumer you have no right of cancellation under the Distance Selling Directive (Directive 97/7/EC) and any related UK or other laws. If you do not agree, please refrain from using the website and/or auctioneer site to receive the online auction services.*

Summary of Bidder Terms

These Bidder Terms (together with the Privacy Policy and Website Terms and Conditions) ("**the Terms**") tell you the terms of use on which you may use our website and in particular our services to facilitate online bidding at auctions. 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) that facilitate online bidding at auctions. The 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.**
- We are not in control of the information made available by auctioneers which you access via the Services. We cannot therefore make any representations, warranties or guarantees in connection with what the auctioneer may offer for sale through the Services or otherwise.
- We do not charge you, the bidder, for your use of the Services. We are paid by auctioneers to provide the Services to potential bidders.

What You Agree To Do

- Use the website and the Services in accordance with our 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 9 of the Bidder Terms.
- 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.

1. Our agreement

- 1.1 By accessing ATG Media's website (currently www.i-bidder.com, 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 from the site of an auctioneer ("**Auctioneer**") which is powered 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) 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 115 Shaftesbury Avenue, London, WC2H 8AF).
- 1.4 Metropress Limited's VAT number is: 927 5121 29
- 1.5 These Bidder Terms are subject to change. 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 These Bidder Terms replace all previous terms and conditions.

2. Services provided by ATG Media to Bidder Users

- 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"**. 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 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. 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' where Bidder Users cannot see the bids placed by other Bidder Users.

2.1.2 **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 Absentee 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.

2.1.3 **Communication of "Absentee Bids" to the Auctioneer.** The Absentee Bid is the highest amount the Bidder User is willing to bid on a specific lot. Absentee Bids are executed on behalf of the Bidder User during the auction at the lowest possible amount. ATG Media communicates the Absentee Bid to the Auctioneer in advance of or during the auction. The Auctioneer may either print out the Absentee Bid in advance of the auction and administer the Absentee Bid him/herself or have the Website administer the Absentee Bid automatically. In relation to Absentee Bids (and without prejudice to any other right or remedy that ATG Media may have under these Bidder Terms);

- (a) **The Absentee Bid is at the risk of the Bidder User.** Subject always to clause 9 ATG Media accepts no responsibility for and shall not be liable for the communication and placement of Absentee Bids including (but not limited to) any direct or indirect loss that may occur;
 - i) as a result of a failure to communicate the Absentee Bid to the Auctioneer due to any disruption or disturbance to the wider internet; or
 - ii) for any other reason
- (c) ATG Media will at no time be agent for the Bidder User and/or the Auctioneer; and
- (d) Communication of the Absentee Bid through the Website and/or Services does not constitute or guarantee the Auctioneer's acceptance of the Absentee Bid.

(together the "**Services**")

2.2 ATG Media reserve the right to change, modify or remove all and/or any of the Services at any time (with or without notice to the Bidder User) and without reason.

2.3 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.

3. Responsibilities of the Bidder User

Bidder Terms

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 Auctioneerin 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. 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 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.

3.4 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.

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 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

6.1 ATG Media does not charge Bidder Users for accessing the Website, the Auctioneer Site (if applicable) or using the Services.

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 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.

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 absentee 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 absentee bids are made or facilitated by using the Website, the Auctioneer Site and/or the Services these Bidder Terms shall apply.

8. No representation and warranties

8.1 ATG Media makes no representations or warranties whatsoever in connection with what the Auctioneer may offer for sale through the Services or otherwise.

8.2 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: -

8.2.1 Representation as to quality of lots;

8.2.2 Representation as to the description of lots;

8.2.3 Representation as to fitness for purpose of lots;

8.2.4 Representation as to truth or accuracy of statements made;

8.2.5 Representation as to authenticity or provenance in respect of lots;

8.2.6 Representation as to legality of lots;

8.2.7 Representation as to title of lots;

8.2.8 Representation as to the liability of any party to the contract to complete the transaction.

8.3 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.

8.4 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.

8.5 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.

8.6 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. 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 9.2.1, 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.

9. Liability

9.1 Provision of the Services not guaranteed.

9.1.1 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. 9.1.2 The Website 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.

9.2 Limitation of liability

9.2.1 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.

9.2.2 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.

9.2.3 Under no circumstances are ATG Media liable for the Auctioneer Site or the acts or omissions of the Auctioneer with whom the Bidder User contracts or with whom ATG Media link or facilitate communication with the Bidder User.

9.2.4 The Bidder User agrees to pursue any dispute, claim, action or right against any Auctioneer 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 Services.

9.2.5 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 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.

- 9.2.6 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.
- 9.2.7 The exclusions and limitations of liability in these terms and conditions shall also be for the benefit of ATG Media's affiliates and subcontractors.
- 9.2.8 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. Personal information/credit card details

- 10.1 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, and as further provided in ATG Media's privacy policy referred to and linked to below.
- 10.2 ATG Media also collects personal data (including credit card details) from Bidder Users on behalf of Auctioneers and the Bidder User agrees that ATG Media is entitled to pass this information to the Auctioneer concerned. In completing the bidder registration and providing credit card details and unless alternative arrangements are agreed with the Auctioneer the Bidder User (i) authorises the Auctioneer to charge the credit card given in part or full payment, including all 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 credit card details to the Auctioneer 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.
- 10.3 Please read ATG Media's Privacy Policy for more information.

11. Confidentiality

- 11.1 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.

12. Force majeure

- 12.1 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 shall without limitation be deemed to be events beyond ATG Media's reasonable control.

13. Third party rights

13.1 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.

14. Entire agreement

14.1 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.

14.2 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.

15. Assignment

15.1 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.

16. General

16.1 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's right to commence proceedings anywhere in the world relating to the protection of its intellectual property rights or those of its licensors.