

ONLINE AUCTIONS ADDENDUM TO CONDITIONS OF SALE

Recommended for use by Member firms of The Livestock Auctioneers' Association Ltd

(Revised January 2022)

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ONLINE AUCTIONS

1 General

- 1.1 The conditions set out in this addendum apply only to Online Auctions and should be read in conjunction with the main Conditions.
- 1.2 The Definitions listed in the main Conditions apply to this addendum.
- 1.3 All persons registered to bid in any capacity are deemed to bid on the understanding that they have read and understood the Conditions, including this addendum.
- 1.4 All persons registered to bid in any capacity confirm that they understand that placing a bid implies an obligation to pay, if they are the highest bidder.
- 1.5 For the purposes of condition 7.1 of the Machinery Conditions, and 8.1 of the Livestock Conditions these are special conditions which will prevail in the event of any conflict with the main conditions.
- 1.6 Information applicable to the Sale may also be set out in the catalogue for the sale, and/or in the Auctioneer's own terms and conditions and website notices. It is the Purchaser's responsibility to review that information.
- 1.7 Under Condition 12 of the Machinery Conditions, and Condition 14 of the Livestock Conditions, where the Vendor is responsible for providing documentation to accompany a Lot, that documentation should be provided direct to the Purchaser rather than to the Auctioneer.

2 Information Required

- 2.1 A description of the main characteristics of a Lot is provided in the catalogue.
- 2.2 The name, address, VAT number, and contact details for the Auctioneer will be provided within the catalogue or on the Auctioneer's website. The location of the Lot for sale will be provided within the catalogue.
- 2.3 The amount to be paid by the Purchaser will be comprised of the Sale Price plus any VAT and other premiums payable as set out within the catalogue or Conditions.
- 2.4 Arrangements for delivery or collection of the Lot will be set out in the catalogue and in the order confirmation referred to in 5.2 of this addendum. Any charges for delivery of a Lot, or how those charges will be calculated will be set out in the catalogue.
- 2.5 Any complaints should be directed to the Auctioneer in writing via the contact details given for them on their website. Any complaints should be made within 3 days of the end of the Online Auction.

3 Consumer Contracts

- 3.1 If the Purchaser is a Consumer in accordance with the Consumer Rights Act 2015 and the Vendor is a Trader in accordance with that same Act, the conditions in this section ("3. Consumer Contracts") apply.
- 3.2 The Purchaser has a right to cancel the contract for the purchase of a Lot, without giving any reason.
- 3.3 The cancellation period will expire 14 calendar days from the day after the date on which the Purchaser or a third party authorised by the Purchaser Takes Delivery of the Lot.
- 3.4 To exercise the right to cancel the Purchaser must inform the Auctioneer who is offering to

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sell the Lot of their decision to cancel the Contract for Sale by written communication, which

can include email. A precedent cancellation notice is set out at the end of this Addendum, but the use of this is not obligatory if the communication is clear.

3.5 If the Purchaser cancels the contract they are entitled to reimbursement of the amount paid. Reimbursement will be made without undue delay and in line with the following timescales:

3.5.1 If the Lot has been collected, 14 calendar days after the day on which the Lot is returned to the address agreed with the Auctioneer and proof of return is provided by the Purchaser.

3.5.2 If the Lot has not been collected, 14 days after the day on which the Purchaser inform the Auctioneer of their decision to cancel the contract.

3.6 The costs of returning the Lot to either the Auctioneer or the Vendor (whichever is agreed with the Auctioneer) are to be met by the Purchaser.

3.7 The Vendor is entitled to deduct from the amount to be refunded any loss in value which is attributed to the actions of the Purchaser.

3.8 Legal ownership of a Lot will immediately revert to the Vendor once a refund is made to the Purchaser, unless otherwise agreed with the Auctioneer.

3.9 The right to cancel does not apply in the following circumstances:

3.9.1 Where the Purchaser meets the Vendor in person (e.g. to view the goods before agreeing to buy);

3.9.2 Goods whose price fluctuates with financial markets;

3.9.3 Goods made to the consumer's specification

3.9.4 Personalised goods

3.9.5 Perishable goods

3.9.6 Items sold at public auction where bidders can choose either to attend in person or bid through the website

3.10 These Conditions and this Schedule are not intended to limit the actions available to a Consumer under the Consumer Rights Act 2015 or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Notice of any claim under these Enactments should be given to the Auctioneer within the statutorily prescribed time limit.

4. Business Contracts

4.1 The conditions within this section ("4. Business Contracts) apply if the Purchaser is acting in the course of their business or trade.

4.2 The Lot is sold "as seen". The Vendor makes no representations and gives no warranties as to the quality, condition, state or description of the Equipment, or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the Lots are excluded to the fullest extent permitted by law.

4.3 The law which governs the contract created by the Sale of a Lot is English Law and English Courts will have exclusive jurisdiction to deal with any claim arising from a dispute.

5. Order Confirmation Process

5.1 The successful highest bidder will be provided with an on screen automated confirmation that they are the highest bidder on the online auction platform. This does not mean that the bid has been accepted or that a contract has been made.

5.2 The Contract for Sale between the Vendor and the Purchaser is formed when the highest bidder is confirmed by email following the end of the Online Auction. The email will confirm
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that the bid has been accepted and will state the full amount to be paid by the Purchaser. The email will also confirm the name of the Seller and the full address for the collection of the Lot.

6 Removal of Lots

6.1 The Purchaser shall remove the Lots he has purchased following payment in full to the Auctioneer.

6.2 Unless otherwise agreed in writing with the Auctioneer all lots must be removed from the

address provided by the Auctioneer. Removal should occur within the period stipulated by the Auctioneer, failing which the Auctioneer shall have the right to rescind the contract and offer the Lot for sale without any Reserve Price and without further recourse to the owner of the Lot.

CANCELLATION FORM

To Insert name, address, telephone number and email address of the auctioneer]

I/We hereby give notice that I/we cancel my/our contract of sale of the following goods:

Auction Title:

Auction Date:

Lot No:

Brief Description of Lot:

Bid successfully on:

Received on:

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date: