

Body:

Our terms

Definitions

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

“**Bid**” – an offer to buy a Lot at a specific price

“**Bidder**” – any person who offers to purchase any Lot, whether successful or not

“**Goods**” – the goods the subject matter of a Lot

“**Lot**” - any Lot described on the Website as included in an Online Auction

“**Online Auction**” – any auction conducted by us over the internet via the Website and to which these terms and conditions apply

“**Seller**” – any person upon whose instructions we sell a Lot

“**Services**” – the content, features and functionality provided via the Website to facilitate the Online Auction

“**We/Us**” – W.L.C. Online Limited t/a WLC Auctions of 24 Promenade, Southport, PR8 1QU

“**Website**” – our Website @ www.wlconlineauctions.co.uk

“**You**” – the customer (whether as a Bidder or a Buyer or a Seller)

1. Our terms

- 1.1 **What these terms cover.** These are the terms and conditions on which We operate. We may own a Lot as principal or We may act as agent for a Seller. We do not act as agent for a Bidder or Buyer.
- 1.2 **Why you should read them.** Please read these terms carefully before You take part in our Online Auction. These terms tell You who We are, how We will operate, how You may enter into a contract, what to do if there is a problem and other important information.
- 1.3 **Are you buying new or second hand goods?** In some areas You will have different rights under these terms depending on whether You are buying new or second hand goods.
- 1.4 You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is

not set out in these terms and that You shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

2. Information about us and how to contact us

2.1 **Who we are.** We are W.L.C. Online Limited t/a WLC Auctions, a company registered in England and Wales. Our company registration number is 11208562 and our address is 24 Promenade, Southport, PR8 1QU. Our registered VAT number is 292 4618 82.

2.2

2.3 **How to contact us.** You can contact us by telephoning 01704 829191 or by emailing us at info@wlconlineauctions.co.uk

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

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

3. The Online Auction Service

3.1 You can browse our Website at any time without registering.

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

3.3 To use the Services You must be:-

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

3.4 The information supplied by You to register must be true and accurate in all respects. If You are a business entity You may register provided the person doing so has authority to do so and to bind the entity to these terms. You must ensure that your registration information is, at all times, up to date and accurate.

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

- 3.6 We reserve the right to change these terms and conditions at any time. Changes will take effect when posted on the Website. The terms and conditions current at the start of an Online Auction will remain applicable until that auction is completed.
- 3.7 We endeavour to ensure that the Website and the Services are available to You at all times but cannot guarantee that either will operate continuously, without interruptions or be fault free. Maintenance or upgrade work may be required periodically to the Website but We endeavour to keep downtime to a minimum. We accept no liability for any interruption or loss of use of the Website and the Services. We reserve the right to alter, suspend or discontinue any part of our Website or the Services and your access to it.
- 3.8 Notwithstanding the content of clause 3.7, nothing in this clause is intended to limit any statutory rights You may have as a consumer which cannot be excluded nor in any way to exclude or limit our liability to You for personal injury or death caused by our negligence.

4. Conduct of the Online Auction

- 4.1 You may only bid and use our Services if You have been accepted for registration.
- 4.2 By putting in a Bid for a Lot, You accept that You are bound by these terms and conditions.
- 4.3 All auctions are conducted in pounds Sterling.
- 4.4 We may withdraw any Lot at any time without giving a reason.
- 4.5 You are responsible for ensuring that You have sufficient funds to cover any Bid that you make and for making payment pursuant to clause 5.
- 4.6 We may reject your Bid or refuse to accept your Bid at any time.
- 4.7 Your Bid constitutes a legal offer to buy the Lot. You may not retract your Bid.
- 4.8 We are entitled to set a minimum Bid or fix a reserve price. If the reserve price is not met, You and us are released from any obligation to complete the transaction.
- 4.9 Subject to a Bid being above any reserve price or minimum Bid, the Bidder offering the highest price shall become the buyer of the Lot. At that point a contract will come into existence. A buyer's premium of 20% is added to the successful Bid.
- 4.10 If your Bid is successful, We will contact You to confirm acceptance of the Bid and to notify You of the total amount payable.

5. **Payment of Purchase price**

- 5.1 You must pay us the full price for the Lot, and the Buyer's premium, together with any additional delivery costs (see clause 6.1). Payment must be made within 72 hours of notification of your Bid being successful.
- 5.2 Payment can be made by debit/credit card and We use payment services offered by Stripe. This facility is not operated by us but by Stripe and use of the facility is subject to their applicable terms and conditions which can be found on the Stripe website. If buyers would prefer to make alternative payment arrangements, they must contact us immediately after the auction before we would go ahead and charge the registered debit/credit card.
- 5.3 If for whatever reason we are unable to contact You within 48 hours of your Bid being successful, or there is a problem with delivery, or payment under this clause, then We will be entitled, in our discretion, to:-
- cancel the sale of the Lot to You;
 - offer the Lot to the next highest Bidder;
 - sell the Lot at a later auction and if a lower price is obtained upon re-sale than the price at which You contracted to buy the Lot, We shall look to You to pay the difference in price and the costs of re-sale;
 - commence legal proceedings against You to recover all sums properly due and to seek the legal costs of doing so from You;
 - to cancel your registration with us

6. **Delivery**

- 6.1 **Delivery costs.** Each lot will have its delivery fee stated on the listing of the lot and they will be delivered via Royal Mail special delivery, WLC delivery Vans or DPD depending on the lot, within 14 working days or 3 working days for all jewellery and watch lots.

Buyers can apply for free delivery if they purchase five or more lots in any one auction.

- 6.2 **When we deliver the Goods.** We will deliver them to You as soon as reasonably possible and in any even within 14 working days after the day on which we confirm acceptance of your Bid in accordance with clause 4.10.
- 6.3 **We are not responsible for delays outside our control.** If our supply of the Goods is delayed by an event outside our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay.

Provided We do this We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact us to end the contract and receive a refund for any Goods You have paid for but not received.

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

6.5 **If you do not re-arrange delivery.** If, after a failed delivery to You, You do not re-arrange delivery or collect them from a delivery depot We will contact You for further instructions and may charge You for storage costs and any further delivery costs. If, despite our reasonable efforts, We are unable to contact You or to re-arrange delivery or collection We may end the contract and clause 5.3 will apply.

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

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

7. **Our Warranty to you**

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

- electrical goods – one year from the date we confirm acceptance of your Bid under clause 4.10;
- watches and jewellery – two years from the date we confirm acceptance of your Bid under clause 4.10.

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

7.3 Subject to clause 7.4 We shall, at our option, repair or replace the defective Goods provided that:-

- You give notice in writing to us during the Warranty Period and within 30 days of discovery of any defect that the Goods do not comply with the warranty set out in clause 7.1;
- We are given a reasonable opportunity of examining such Goods and You (if asked to do so by us) return the Goods to our place of business at our cost.

7.4 Our warranty does not cover:-

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

7.5 If You return Goods to us under clause 7.3 and they are found on examination not to be defective we will return the Goods to You and a charge will be made for our examination and delivery costs.

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

7.7 If We act as agent for a Seller We do not warrant the Seller's title to any Goods. If there is any dispute as to the title of the Seller to the Goods, You should contact us and We will endeavour to assist with resolving any such issue with the Seller.

8. Your rights to end the contract

8.1 **You may have rights to end your contract with us.** Your rights to end the contract will depend on what You have bought, whether there is anything wrong with the Goods, how We are performing, when You want to end the contract and whether You are a consumer:

- If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Goods repaired or replaced or to get some or all of your money back), **see** clause 9.
- If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
- If you are a consumer and have just changed your mind about the Goods, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions which will be between 5-20% of the buyers premium depending on the value of the lot and you will have to pay the costs of return of any Goods;
- In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see** clause 8.5.

8.2 **Ending the contract because of something we have done or are going to do.** If You are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and We will refund You in full for any Goods which have not been delivered and You may also be entitled to compensation. The reasons are:

- (a) We have told You about an error in the price or description of the Goods and You do not wish to proceed;
 - (b) there is a risk that supply of the Goods may be significantly delayed because of events outside our control;
 - (c) You have a legal right to end the contract because of something We have done wrong.
- 8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If You are a consumer You have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 **How long do consumers have to change their minds?** If You are a consumer You have 14 days after the day You (or someone You nominate) receives the Goods unless your Goods are split into several deliveries over different days. In this case You have until 14 days after the day You (or someone you nominate) receives the last delivery.
- 8.5 **Ending the contract where We are not at fault and there is no right to change your mind.** Even if We are not at fault and You are not a consumer who has a right to change their mind You can still end the contract before it is completed, but You may have to pay us compensation. A contract for Goods is completed when the Goods are delivered to You. If You want to end a contract before it is completed where We are not at fault and You are not a consumer who has changed their mind, contact us to let us know. The contract will end immediately and We will refund any sums paid by You for the Goods not provided but We may deduct from that refund reasonable compensation for the net costs We will incur as a result of your ending the contract.
- 8.6 **Cooling off period exempt on cars and prior viewed lots.** Buyers can pay for motorcars and property upon inspection and collection but then their returns policy is exempt and also in the case where the lots have been viewed and inspected prior to the auction their return policy is also exempt.
9. **How to end the contract with us (including if you are a consumer who has changed their mind)**
- 9.1 **Tell us You want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Phone or email.** Call us on 01704 829191 or email us at info@wlconlineauctions.co.uk . Please provide your name, home address, details of your Bid and your phone number and email address.
 - (b) **Online.** Complete the online cancellation form on our Website.

- (c) **By post.** Print off the cancellation form attached to these terms and conditions and post it to us at the address on the form. Or simply write to us at that address, including details of your Bid and your name and address.
- 9.2 **Returning Goods after ending the contract.** If You are entitled to end the contract after the Goods have been delivered to You, You must return them to us. You must return the Goods to us at 24 Promenade, Southport, PR8 1QU. If You are a consumer exercising your right to change your mind, You must return the Goods to us within 14 days of telling us You wish to end the contract.
- 9.3 **When we will pay the costs of return.** We will pay the costs of return:
- (a) if the Goods are faulty or misdescribed;
 - (b) if You are ending the contract because of a delay in delivery due to events outside our control or because You have a legal right to do so as a result of something We have done wrong.
- In all other circumstances (including where You are a consumer exercising your right to change your mind) You must pay the costs of return.
- 9.4 **How we will refund you.** If You are entitled to a refund under these terms We will refund You the total price paid for the Goods. However, We may make deductions from the price, as described below.
- 9.5 **When We may make deduction from refunds if You are a consumer exercising your right to change your mind.** If You are exercising your right to change your mind We may reduce your refund of the total price to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way that has caused some damage to the Goods. If We refund You the total price paid before We are able to inspect the Goods and later discover You have handled them in an unacceptable way, You must pay us an appropriate amount.
- 9.6 **When your refund will be made.** We will make any refunds due to You as soon as possible. If You are a consumer exercising your right to change your mind then your refund will be made within 14 days from the day on which We receive the Goods back from You.
- 10. If there is a problem with the Goods**

How to tell us about problems. If You have any questions or complaints about the Goods, please contact us. You can telephone us at 01704 829191 or write to us at 24 Promenade, Southport, PR8 1QU or email us at info@wlconlineauctions.co.uk

11. Your rights in respect of defective Goods if you are a consumer

11.1 If You are a consumer We are under a legal duty to supply Goods that are in conformity with the contract.

11.2 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Goods your legal rights entitle You to the following:

- up to 30 days: if your Goods are faulty, then You can get an immediate refund.
- up to six months: if your Goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your Goods do not last a reasonable length of time You may be entitled to some money back

12. How we may use your personal information

12.1 **How we will use your personal information.** We will use the personal information You provide to us:

- (a) to allow You to participate in the Online Auction once You have been accepted for registration;
- (b) to supply You the Goods the subject of the Lot where your Bid is successful;
- (c) to process your payment under clause 5 for the Goods.

12.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

13. Other important terms

13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact You to let You know if We plan to do this.

13.2 **You can transfer your warranty if you are a consumer.** If You are a consumer You may transfer your warranty at clause 7 to a person who has acquired the Goods. We may require the person to whom the warranty is transferred to provide reasonable evidence that they are now the owner of the Goods.

13.3 **Nobody else has any rights under this contract (except someone you pass your warranty on to).** This contract is between You and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 13.2 in respect of our warranty.

- 13.4 These terms and conditions constitute the entire agreement between You and us and supersede any and all prior agreements and understanding between You and us.
- 13.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of your breaking this contract, that will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date.
- 13.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and You can bring legal proceedings in respect of the goods in the English courts. If You live in Scotland You can bring legal proceedings in respect of the products in either the Scottish or the English courts. If You live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 13.8 **Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. If You are a consumer and are not happy with how We have handled any complaint, You may want to contact the alternative dispute resolution provider We use. We will provide You with details of that entity upon request. If You are not satisfied with the outcome You can still bring legal proceedings.

Schedule 1 Model Cancellation Form for consumer customers

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

To W.L.C Auctions of 24 Promenade, Southport, PR8 1QU, telephone number 01704 829191 email info@wlconlineauctions.co.uk

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

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

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

Date

[*] Delete as appropriate