

**IMPORTANT – PLEASE READ**

**ONLINE AUCTION USER TERMS AND CONDITIONS**

**THIS WEBSITE IS DIRECTED AT AND ONLY MEANT TO BE USED BY YOU FOR THE PURPOSE OF ACCESSING AND USING THE ONLINE SERVICES PROVIDED. THESE TERMS AND CONDITIONS APPLY TO YOUR USE OF THIS WEBSITE AND BY ACCESSING THIS WEBSITE AND USING THE ONLINE SERVICES YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. THE ONLINE SERVICES ARE CURRENTLY ONLY AVAILABLE TO UNITED KINGDOM RESIDENTS.**

**IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS DO NOT ACCESS OR USE THIS WEBSITE AND THE ONLINE SERVICES PROVIDED.**

**1 Definitions of Words and Expressions**

In these Terms and Conditions unless inconsistent with the context or otherwise specified the following definitions will apply to words and expressions:

**"Affiliates"** means Bumblebee Auction Organisations and their and our third party licensors;

**"Found Property"** means items that have been found and have not been claimed by their original owner and are displayed by Bumblebee Auction Organisations to auction via the Website;

**"Services"** means the content, features and functionality provided via this Website to facilitate the online auction through which Bumblebee Auction Organisations can sell and You can buy Found Property;

**"Terms and Conditions"** means these terms and conditions as may be varied or amended from time to time and any additional terms and conditions or disclaimers with reference to or displayed on the Website whether by hypertext link or otherwise;

**"Transaction"** means any transaction effected through the Services including but not limited to the contract of purchase and sale between You and the Bumblebee Auction Organisation;

**"Bumblebee Auction Organisations"** means organisations that have a legitimate right to dispose of Found Property and who have agreed with Us to use the Services to auction Found Property;

**"Website"** means this Virtual Bumblebee online auction website located at <http://www.bumblebeeauctions.co.uk> or any subsequent URL used by us from time to time;

**"We"/"Us"** means [Exess Consultants Limited](#) ("ECL"), whose registered office is at 99 Chapel Street, Ibstock, Leicestershire LE67 6HF;

"You" means the person accessing and using this Website and/or the legal entity you represent during the course of employment or engagement by that entity.

## **2 Online Service**

- 2.1 This Website acts as an online venue to allow Bumblebee Auction Organisations to auction and sell Found Property (in accordance with applicable law and regulations) and to provide You with the opportunity to bid for and buy such property.
- 2.2 By accessing or using the Services You agree to be legally bound by these Terms and Conditions. By clicking and acknowledging that you agree to these Terms and Conditions on the Website You certify that You accept these Terms and Conditions.
- 2.3 We reserve the right to change these Terms and Conditions at any time. Amendments will take effect when posted on the Website. The date of the Terms and Conditions are stated at the top of the Terms and Conditions. The Terms and Conditions current at the start of a Transaction will apply until that Transaction is completed. Your continued use of the Services after any amendments to the Terms and Conditions shall be deemed to constitute your binding acceptance of such amendments.
- 2.4 We reserve the right to modify or withdraw this Website (or any part) at any time without notice.

## **3 Participation in the Online Service**

- 3.1 You can browse the Website at any time without registering. To use the Services, You are required to register as a member by completing the online "User Registration Form" on the Website and submitting it to Us by clicking on the "Register" link. You should only register if You qualify for membership. Registration and use of the facility to bid for items via the Website is free.
- 3.2 The Services are only available to individuals who are:
  - (a) aged 18 years and over (and by registering and accepting these Terms and Conditions You represent to Us and Bumblebee Auction Organisations that You are not a minor and can form legally binding contracts under applicable law); and
  - (b) resident in the United Kingdom (and by registering and accepting these Terms and Conditions You represent to Us that You are resident in the United Kingdom).
- 3.3 If You are registering on behalf of a business entity, You represent and warrant that You have authority to bind the entity to these Terms and Conditions. Without prejudice to your warranty, We reserve the right to ask You for written authority from the business entity before registering any business entity.
- 3.4 You agree to ensure that your registration details are up to date and accurate and to update any details when necessary using the "Edit Registration" link on the Website.
- 3.5 You warrant and undertake to Us that all the information supplied to Us on the User Registration Form is true and accurate.
- 3.6 We reserve the right in our sole discretion to refuse any application to register and access the Services and to temporarily or indefinitely suspend any registered members.

## **4 User Name and Passwords**

- 4.1 You are solely responsible for keeping your personal user name and password secure and confidential. You should not share, display, disclose or permit your user name or password to be disclosed to any other party.
- 4.2 You are responsible for use of the Services when access to the Services is obtained through the use of your user name and password whether authorised or unauthorised.
- 4.3 You agree not to impersonate any other person or entity or use any false name or use any other person's user name and password to access the Services.
- 4.4 If you believe that Your user name and/or password has become known to another person or You are aware of any other breach of security regarding the Services, then You must notify Us immediately.
- 4.5 You agree and warrant that You will implement and comply with the above procedures.
- 4.6 We reserve the right to withdraw user names and passwords at any time without notice and in our sole discretion including but not limited to where We have reason to believe that such user name and password have been discovered and/or used by any person or organisation other than You.

## **5 General rules governing bidding and buying**

- 5.1 You can only make a bid and use the Services if You are registered. You agree to comply with any instructions or notifications posted on the Website from time to time in relation to use of the Services.
- 5.2 All auctions will be conducted in pounds sterling ("GB£"). You are responsible for ensuring that You have sufficient funds to cover the cost of Your bid and make payment in accordance with the applicable payment method.
- 5.3 Any bid that you make via this Website constitutes a legal offer to buy the item from the relevant Bumblebee Auction Organisation. You may not retract a bid except for limited circumstances allowed under applicable law, for example, where the item does not materially comply with the description provided in relation to it on the Website.
- 5.4 Bumblebee Auction Organisations are entitled to set applicable minimum bids or reserve requirements and are entitled to change these during the auction period. If an auction subject to a reserve ends and the reserve price is not met You and the relevant Bumblebee Auction Organisation are released from any obligation to complete the Transaction.
- 5.5 By bidding for an item you agree to be bound by any conditions of sale included in the item's description on the Website.
- 5.6 Any bid you make will remain open for the time period specified on the Website. We reserve the right to automatically extend this fixed time period by up to 10 minute increments where the highest bid is submitted within 10 minutes before the close of an auction to allow time for responses and final bids. This Website does not support the practice known as "sniping" where bidders place bids within the final few minutes of an auction and do not allow other bidders time to respond.
- 5.7 The winning bid in any auction will be the first highest bid to be registered by the relevant Bumblebee Auction Organisation that exceeds the reserve price (if any) and meets the conditions that are specific to that auction.

- 5.8 If you bid for an item via the Website, You acknowledge and agree that if You have placed the highest bid which is (where applicable) at or above any reserve price or minimum bid and the Bumblebee Auction Organisation has confirmed acceptance of your bid, You have entered into a legally binding contract to buy the item from that Bumblebee Auction Organisation.
- 5.9 Bumblebee Auction Organisations have full discretion to refuse to accept your bid or withdraw any lot for whatever reason at any time.
- 5.10 Bumblebee Auction Organisations reserve the right to cancel or stop an auction at any time, such as where the Found Property displayed for auction is recognised by the rightful owner.
- 5.11 If your bid is successful you will be contacted by the relevant Bumblebee Auction Organisation to confirm acceptance of your bid and the amount of the successful bid and details of the relevant items, payment method details and details for You to arrange for collection of the items from the Bumblebee Auction Organisation.
- 5.12 If for whatever reason the Bumblebee Auction Organisation is unable to contact You within 48 hours of the closure of the auction and/or there is a problem with your payment of any items, then the Bumblebee Auction Organisation will be entitled in their discretion to offer the items to the next highest bidder, to re-auction the items or dispose of the items by any other means.
- 5.13 You agree to comply with all applicable laws, statutes and regulations concerning your use of the Services.

## **6 Payment**

- 6.1 Payment for items can only be made by using the e-mail payment services offered by NOCHEX. In order to use this facility, You will need to register for a NOCHEX account at [www.nochex.com](http://www.nochex.com). This facility is provided by a third party and use of this facility is subject to the applicable terms and conditions on the third party website. We are not responsible for these third party services.
- 6.2 Details of the payment method will be provided to You by the relevant Bumblebee Auction Organisation if your bid is successful.
- 6.3 The amount of any successful bid will be inclusive of VAT (if any) but will be exclusive of delivery or collection costs.

## **7 Delivery of Goods**

- 7.1 Details relating to collection of items will be sent to You upon acknowledgement of your successful bid.
- 7.2 You will at your own expense collect any item You have purchased from the relevant Bumblebee Auction Organisation upon payment of cleared funds to Bumblebee Auction Organisations. You are responsible for any removal, delivery, storage and insurance charges on any item not taken away within 14 days after notification to collect the item from the relevant Bumblebee Auction Organisation.
- 7.3 Subject to clause 5 below, ownership of goods will transfer to You when the Virtual Bumblebee Organisation has been paid in full and the goods have been collected.

## **8 ECL's role**

- 8.1 We have no involvement in any Transaction between You and Bumblebee Auction Organisations. Our role is one of a facilitator to provide You with the opportunity to participate in the Service. We are not a direct or

indirect party to the contract of purchase and sale between You and the Bumblebee Auction Organisation. We are not an auctioneer.

- 8.2 We do not post the items advertised to auction on this Website. You acknowledge that We:
- (a) are not the owner of the items being sold;
  - (b) do not have authority to act for and are not an agent for any Bumblebee Auction Organisation;
  - (c) will only get involved with any dispute between You and Bumblebee Auction Organisations to the extent set out in our dispute resolution procedure;
  - (d) do not screen, monitor or assess the description, quality, safety or legality of items advertised;
  - (e) are not responsible in any way if any items displayed and subsequently sold via this Website prove unsatisfactory.

8.3 We are not responsible for ensuring that You and Bumblebee Auction Organisations complete a Transaction.

## **9 Returns**

9.1 Other than as may be required under law, We and Virtual Bumblebee Organisations will not under any circumstances accept the return of collected items.

9.2 You are responsible for inspecting any items at the time of collection to ensure that they match the items described on the Website.

9.3 In limited circumstances, where You are legally entitled to return an item, it must be returned direct to the relevant Bumblebee Auction Organisation that sold the item within 14 days of collection. Refunds will be processed and issued after the item that is entitled to be returned has been received by the relevant Virtual Bumblebee Organisation in its original or delivered state.

9.4 In the event of a dispute about an item, You and the Bumblebee Auction Organisation agree to follow the dispute resolution procedure set out in clause 15 below.

9.5 You acknowledge that there is no other right to return or cancel items that You have purchased and that the Consumer Protection (Distance Selling) Regulations 2000 do not apply to these Services.

## **10 Availability of the Website**

10.1 You acknowledge that due to the nature of the Internet, We cannot guarantee that access to the Website will uninterrupted or that e-mails or other electronic transmissions will be sent to You or received by Us or that the content of such transmissions will be secure during transmission.

## **11 Intellectual Property Rights**

11.1 You are granted a limited licence to access and use this Website solely for the purposes of use connected with the Services. All contents of this Website including, but not limited to, the text, graphics, links and sounds are owned by our third party licensors and may not be copied, downloaded, distributed or published in any way without their prior written consent, except that You may print, copy, download or temporarily store extracts for your personal information or when You use the Services.

- 11.2 You are not permitted to use any trademarks or service marks whether registered or unregistered of any Bumblebee Auction Organisations without their prior written consent. You may not frame or utilise framing techniques that include any proprietary information such as images, text or page layout without the prior written consent of our third party licensors. You may not use any "metatags" or any other type of hidden text that uses any trade marks or service marks without prior written consent.
- 11.3 The "Virtual Bumblebee" logo may be used by You royalty free with our written consent for related purposes, provided that such usage does not alter or bring the logo into disrepute or is otherwise in our sole discretion detrimental to Virtual Bumblebee or the Services and an accreditation is shown to "Virtual Bumblebee".
- 11.4 You agree not to copy, modify, download (other than page caching), store or sell any part of this Website without our prior written consent.
- 11.5 Any information provided by this Website may not be disclosed, reproduced, copied or sold for any commercial purpose other than for obtaining the Services via this Website.
- 11.6 In relation to any information, materials or other content that You submit to Us via this Website, You grant Us a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use and reproduce such information, ideas, know-how, concepts, techniques and materials for any purpose, including without limitation, the copying, transmission, distribution and publication unless restricted by applicable law. You represent and warrant that You own or otherwise control all of the intellectual property rights and information, materials or other content that You submit or post via this Website.

## **12 Data Protection**

- 12.1 You agree that any and all personal information and data collected from You via this Website was part of the Services from time to time and may be used in accordance with our current [Data Protection and Privacy Statement](#).

## **13 LIMITATION OF LIABILITY**

- 13.1 NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY, DISHONESTY, FRAUDULENT MISREPRESENTATION, STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT OR OTHERWISE TO THE EXTENT PERMITTED BY APPLICABLE LAW.
- 13.2 SUBJECT TO CLAUSE 15.1 ABOVE:

- (a) WE MAKE EVERY REASONABLE EFFORT TO ENSURE THAT BUMBLEBEE AUCTION ORGANISATIONS PROVIDE ACCURATE, COMPLETE AND UP-TO-DATE INFORMATION ON THIS WEBSITE. HOWEVER, THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND EXPRESS OR IMPLIED REGARDING THE CONTENTS OR AVAILABILITY OF THE WEBSITE OR SERVICES.
- (b) USE OF THE WEBSITE AND ITS RELATED SERVICES ARE AT YOUR SOLE RISK. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER ARISING AS A RESULT OF YOUR USE OR RELIANCE ON THE WEBSITE OR SERVICES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- (c) WE EXCLUDE ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE SERVICES AND THE WEBSITE TO THE FULLEST EXTENT PERMITTED BY LAW.
- (d) ANY SOFTWARE DOWNLOADED FROM THIS WEBSITE OR AS PART OF THE SERVICES IS AT YOUR OWN RISK AND WE DO NOT ACCEPT LIABILITY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED AS A RESULT OF ANY COMPUTER VIRUSES, BUGS, TROJAN HORSES, WORMS, SOFTWARE BOMBS OR OTHER SIMILAR PROGRAMS ARISING FROM YOUR USE OF THIS WEBSITE. WHILST WE WILL DO OUR BEST TO ENSURE THAT THE WEBSITE IS FREE FROM SUCH DESTRUCTIVE PROGRAMS, IT IS YOUR RESPONSIBILITY TO TAKE REASONABLE PRECAUTIONS TO SCAN FOR SUCH DESTRUCTIVE PROGRAMS.
- (e) ANY HYPERLINKS TO THIRD PARTY SITES PROVIDED VIA THIS WEBSITE EXIST FOR INFORMATION PURPOSES AND YOUR CONVENIENCE ONLY AND WE DO NOT ENDORSE THE CONTENT OF SUCH SITES. WE ARE UNABLE TO ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE CONTENT OF SUCH SITES.
- (f) WITHOUT PREJUDICE TO THE ABOVE, IN ANY EVENT OUR LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT EXCEEDING:
  - (i) THE AMOUNT PAID OR PAYABLE BY YOU OR THE HIGHEST BIDDER TO VIRTUAL BUMBLEBEE ORGANISATIONS FOR THE ITEMS TO WHICH THE CLAIM RELATES FOR ONE INCIDENT OR SERIES OF INCIDENTS ATTRIBUTABLE TO THE SAME CAUSE OR IF NO SUCH AMOUNT IS PAID OR PAYABLE THE MARKET VALUE OF SUCH ITEMS; OR
  - (ii) WHERE NO AMOUNT IS PAID OR PAYABLE THE MAXIMUM SUM OF £1,000.

## **14 User Indemnity**

- 14.1 You agree to fully indemnify, defend and hold Us harmless immediately upon demand from and against all actions, liability, claims, losses, damages, costs and expenses (including legal fees) We incur arising directly or indirectly as a result of your breach of these Terms and Conditions, including without limitation any claim against Us by a Bumblebee Auction Organisation that you have not honoured your commitments in respect of a Transaction.

## **15 Dispute Resolution Procedure**

- 15.1 In the event of any dispute with Us or a Bumblebee Auction Organisation arising in relation to these Terms and Conditions you agree to follow the following dispute resolution procedure:
- (a) You will notify Us of the nature of the dispute as soon as possible at the address set out at clause 16 below;
  - (b) if any dispute is not resolved with 30 days from the date on which a notice setting out the nature of the dispute is received by Us, either You or Us may request a meeting within 14 days with the relevant parties who have the power to resolve the dispute.

- (c) if any dispute is not resolved within 14 days following the meeting referred to in sub-clause (b) above, any party may then take such steps as it feels are necessary to resolve the dispute.

## **16 Notices**

- 16.1 Except as otherwise stated, any notices that you wish to send to Us should be e-mailed to [customerservice@bumblebeeauctions.co.uk](mailto:customerservice@bumblebeeauctions.co.uk). Any notices that We may wish to draw to your attention will be displayed on the Website.
- 16.2 Notices will be deemed received upon confirmation of complete receipt being given by Us;

## **17 Termination of the Service**

- 17.1 We reserve the right in our sole discretion to:
  - (a) discontinue any auction or bid and exclude You from using the Service where You are in breach of any of these Terms and Conditions;
  - (b) suspend or discontinue the Service at any time.

## **18 Third Party Rights**

- 18.1 These Terms and Conditions do not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except:
  - (a) an Affiliate shall have the right to enforce any rights or benefits in these Terms and Conditions;
  - (b) an Affiliate shall have the right to enforce the rights or benefits of any indemnity, limitation and/or exclusion of liability in these Terms and Conditions;
  - (c) a person who is the permitted successor or assignee under clause 19.2 below of the rights or benefits of these Terms and Conditions may enforce such rights or benefits.
- 18.2 No consent from the persons referred to in this clause 18 is required to vary or rescind these Terms and Conditions (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

## **19 General Information**

- 19.1 You may not use any part of the Website on any other website or link to the Website without our prior written consent, except that You may link to this Website provided that you do not misrepresent your involvement with this Website and that You do nothing in our opinion that may bring the Website into disrepute or in our sole discretion is detrimental to the Services.
- 19.2 We reserve the right to transfer, assign or sub-contract all or any of our rights and duties and responsibilities set out in these Terms and Conditions to another party.
- 19.3 Headings have been included for convenience only and will not be used in construing any provision of these Terms and Conditions.

- 19.4 No delay or failure by Us to exercise any powers, rights or remedies under these Terms and Conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies include any other or further exercise of them.
- 19.5 If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 19.6 To the extent permitted by applicable law, these Terms and Conditions will be construed in accordance with and governed by the laws of England and each party agrees to submit to the exclusive jurisdiction of the courts of England.