

## **Cornthwaite Group: Online Auction Terms and Conditions (Consumers)**

This page sets out the Terms and Conditions on which we sell machines, equipment and any other the products listed for auction on our website (the Lots) [cornthwaitegroup.com/online-auction#!/](http://cornthwaitegroup.com/online-auction#!/) (our site) to consumers.

Please read these Terms and Conditions carefully before creating an account, placing a bid or purchasing any Lots from our site. When you create an account or register for an auction to place a bid with us, you will be invited to agree to these Terms and Conditions by ticking the box marked "I agree to the terms and conditions". If you don't accept the Terms and Conditions by ticking this box, you will not be able to create an account on our site, place a bid or purchase any Lots from our site.

We recommend that you print a copy of these Terms and Conditions for future reference.

### **1. INFORMATION ABOUT US**

Our site is operated by the Cornthwaite Agricultural Limited (we, our, us). We are registered in England and Wales under company number 06236827. Our registered office is at Hall Lane, Bispham Green, Ormskirk, Lancashire, L40 3SB. Our VAT number is 901536257. Our trading address is at Hall Lane, Bispham Green, Ormskirk, Lancashire, L40 3SB.

### **2. YOUR STATUS**

These Terms and Conditions will apply to you if you are an individual and are bidding on and/or purchasing Lot(s) wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

If you are a business customer and are bidding on and/or purchasing Lot(s) wholly or mainly for use in connection with your trade, business, craft or profession or on behalf of a business, our auction terms and conditions for businesses will apply to you instead. Even if you are an individual bidding on and/or purchasing Lot(s), we consider you a business customer if you represent a business.

By registering for an account, placing a bid on and/or purchasing Lot(s) on our site you warrant that:

- you are legally capable of entering into binding contracts; and
- you are at least 18 years old.

### **3. REGISTRATION**

If you wish to bid on Lots through our site, you must first register for an account and provide all relevant information we may need from time to time.

By registering for an account, you acknowledge that only adults aged 18 years and over are entitled to enter into a legally binding contract and as a result they are the only people entitled to register for an account and participate in an auction. By registering, you warrant that you are aged 18 years or older and are capable of forming a legally binding contract.

We, at our sole and absolute discretion, decide whether we approve your registration application or decline such registration. We are under no obligation to accept your registration or provide a reason for declining any registration.

These Terms and Conditions are binding on you from the date you complete the account registration.

You need to register as a bidder if you wish to participate in an auction, either before the commencement of an auction or whilst an auction is live. If you fail to register as a bidder for a specific auction you will not be able to participate in that auction.

You may be required to provide valid photo identification (current passport or driving licence) and we may refuse to accept a bid if you fail to show us identification when requested.

We reserve the right to remove, close, withdraw, disallow or block access to any account and/or the site if a user, bidder or buyer breaches these Terms and Conditions or any terms of use of our site, or, a buyer fails to complete on any purchase of the Lot(s) after we have accepted the bid.

You agree to notify us immediately if any of your registration details change by sending an email to [auction@cornthwaitegroup.com](mailto:auction@cornthwaitegroup.com). At the point of registration, you will be asked to create a password.

You are responsible for:

- The use and username and password and for ensuring full compliance with these Terms and Conditions.
- Keeping your password confidential and notifying us immediately if you suspect unauthorised use by a third party.
- Not sharing any passwords or log in details.
- Not allowing third parties to access the site for any purposes whatsoever.
- Not attempting to transfer any account to any other person or entity. If you attempt to do so you will be in breach of these Terms and Conditions and will have your access suspended, blocked or removed.

By registering for an account, you acknowledge our website terms of use (<https://www.cornthwaitegroup.com/website-terms-of-use>).

In the event of a security breach you will be given the ability to change your username and password, which you must do immediately.

We will not be responsible for any losses suffered from a security breach which has been caused by you.

#### **4. WARRANTIES IN RELATION TO OUR AUCTION PRODUCTS AND YOUR ACKNOWLEDGEMENT**

We warrant that:

- we have good title to the Lot(s) listed for sale by auction on our site;
- our site listings/descriptions for Lots are accurate from the information provided or available to us;
- all Lots are free of any encumbrances, security, financial incumbents, reservations of title or any other lien.

Save for the above warranties, we do not offer any further representations or warranties in relation to the Lots.

You agree and acknowledge that:

- the sale is a sale by auction;
- the Lots are intended for use only in the UK. We do not warrant that the Lots comply with the laws, regulations or standards outside the UK;
- unless otherwise stated, all Lots are not new and are second hand or previously owned;
- unless otherwise stated, no Lot has been repaired, serviced or inspected;
- all Lots are "sold as seen" with any faults and imperfections and errors of description and accordingly we do not give any warranty that any Lot is fit for purpose, in working order, fault or defect free or has been maintained or serviced;
- you should satisfy yourself prior to bidding as to the origin, description, suitability, age, durability, completeness, operability, state and condition of the Lot(s);
- you are entitled, subject to our prior agreement, to inspect the Lot(s) before the auction ends. The depot at which each Lot is stored can be found on the specific Lot page on our site;
- you should exercise and rely on your own judgment as to whether the Lot(s) is fit for the purpose you require.

All warranties and representations implied or imposed by trade, custom, practice, statute, legislation or common law are excluded to the fullest extent permitted by law. You further acknowledge that you have not relied upon any representation or warranty made to you by us, our employees or agents in relation to the Lot(s) unless such representation or warranty has been confirmed in writing prior to auction.

#### **5. BIDDING PROCESS**

**YOUR BID IS BINDING. IF YOU DON'T INTEND TO BE BOUND BY YOUR BID, PLEASE DO NOT PLACE A BID. IF ACCEPTED, YOUR BID WILL FORM THE BASIS OF A BINDING AGREEMENT WITH US WHICH WILL CONTAIN THESE TERMS WITHIN IT.**

Before the auction commences, you accept that the auction is conducted online and you acknowledge that we will not be liable for any loss you may suffer if our site fails or if you lose internet connection howsoever caused.

We grant you access to our site to place bids on Lot(s) listed for sale by auction and full instructions on how to place a bid and details of the expiry date and time of each auction will be posted on our side but all bids and transactions will be subject to these Terms and Conditions.

A listing does not constitute an offer and any listing may be withdrawn at any time with immediate effect.

We will specify the time that any auction closes with respect to the Lot(s).

We may in our absolute discretion and without providing a reason:

- limit or restrict who can place a bid;
- refuse to admit any person to the bidding process;
- update the description of the Lots at any time;
- remove Lots from the auction and sell them privately;
- refuse to accept/or may reject a bid at any time prior to the formation of the Contract;
- set a reserve price for the Lot(s).

Once you have placed a bid on the Lot(s), you acknowledge that the bid may not be withdrawn and if your bid is successful, it is a legally binding commitment to purchase the Lot(s).

## **6. WE MAY REJECT YOUR BID**

If we specify a reserve for any of the Lot(s) listed for auction, we will not accept a bid that is lower than that reserve. Any bid accepted lower than the reserve may be due to a technical fault and will be invalid. We will not be deemed to have accepted a bid that is lower than the reserve on the basis of an error and mistake.

Where an accepted bid is shown to be due to a technical error or where it would be reasonably obvious that it was an error (if, for example, we list a Lot at £200,000 which has a bid accepted at £20), that bid will be null and void and not binding on us.

If the reserve has not been met or exceeded, no sale will be completed, although we may, at our discretion, approach customers directly and invite offers.

## **7. SUCCESSFUL BIDS**

To be the successful bid, your bid must be the highest bid before the auction closes and must meet any other conditions which may be specific to each Lot. If any additional conditions apply, they will be published on our site alongside the description of the Lot prior to the commencement of each auction.

If your bid is the highest when the auction closes (and meets any other conditions), your bid is deemed accepted by us, a contract between you and us (our Contract) will be made and you will be committed to purchase the Lot(s) in accordance with these Terms and Conditions at the value of the bid.

We reserve the right to refuse or remove bids and/or suspend, cancel or extend auctions at our absolute discretion, including where there are or have been obvious typographical or arithmetical inaccuracies or technical issues.

If your bid is successful, we will contact you by email to confirm that. You must contact us within one working day of the auction closing to arrange payment and collection in accordance with these Terms and Conditions. We reserve the right to re-list the Lot(s) if you do not do so and/or we may seek to enforce the Contract.

You are responsible for obtaining all certificates, permits or other authorisations necessary before any machinery you have purchased via auction can be used on any road or elsewhere, and you are responsible for all legal requirements in relation to use and maintenance of the machinery.

#### **8. BIDDING ON BEHALF OF ANOTHER**

Unless you have notified us in advance of placing a bid and we have acknowledged in writing that you bid as agent on behalf of another, you will you be taken to bid on your own behalf as principal.

If we have previously acknowledged in writing that you will bid on behalf of another, you warrant that you have the authority of that person to make each bid you make.

If you act as agent on behalf another, you will remain liable to us for all obligations and liabilities of that person jointly and severally with that person.

#### **9. AGE RESTRICTED PRODUCTS**

Some of the Lots available on our site are age-restricted and must not be purchased by or for individuals below the legally required age to purchase such Lot(s). Any age-restricted goods will be clearly described as such on the relevant Lot page on our site (and the specifications, if relevant). It is an offence to attempt to buy age-restricted goods if you are under the required age or to attempt to purchase any such product on behalf of an underage third party.

By placing a bid on the Lot(s), you confirm that you are of the appropriate age and will be the person to receive and use the specified certification of the Lot(s) so bid on. If you are bidding on a Lot for a third party, you hereby certify that the intended potential buyer is of the appropriate age to receive and use the goods bid on.

We reserve the right not to accept the highest bid of any age-restricted goods where it reasonably believes that a buyer or any intended third-party buyer is below the relevant minimum age.

Proof of age verification will be requested on collection of age restricted goods. Where evidence cannot be provided that the recipient is over the age of 18, or where we are not satisfied that we have been provided with acceptable identification, the age-restricted goods will not be handed over.

We will retain records of due diligence, including all age verification information for six years and will permanently destroy the document at the end of the six-year retention period, unless we are required by law to retain such information for longer than six years.

## **10. PRICES**

The price of the Lots will be the successful bid price, plus the buyer premium as indicated on the specific Lot page on our site, plus any VAT due and any export duties or taxes. Please be aware that the price of the Lot(s) does not cover any transport or insurance costs, and such costs will be at your cost and expense.

We will charge applicable VAT at the current rate as at the date of the auction.

## **11. PAYMENT**

Within one working day of the auction closing, you must contact us by email at [auction@cornthwaitegroup.com](mailto:auction@cornthwaitegroup.com) to arrange payment and, if you have not already done so, provide us with proof of identity (if required).

We will send you an invoice, which will contain our bank details. Payment of the invoice will be due within 1 working day of us sending you the invoice. You must pay invoices in full before collecting the Lot(s). If you do not make payment in full, we have the absolute right to cancel the Contract and you will not be entitled to claim any damages for loss.

You should make payment in full and cleared funds in pound sterling to our account, the details of which will be in the invoice we send you. Please be aware that we do not accept payments in cash.

## **12. COLLECTION**

Within one working day of the auction closing, you must contact us by email at [auction@cornthwaitegroup.com](mailto:auction@cornthwaitegroup.com) to arrange for collection of the Lot(s) from our premises.

You must collect the Lot(s) within 7 working days of the auction closing, provided we have received full and clear payment for the Lot(s).

By arrangement, we may agree to collection at a later date, but this is always subject to receiving payment in full within the required timescales before the Lot(s) are collected. Please be aware we reserve the right to impose a storage charge if you do not collect the Lot within 7 working days of the auction closing and we will let you how much the storage charge will cost per day.

## **13. WE CAN END OUR CONTRACT WITH YOU**

We can end our Contract with you for a Lot and claim any compensation due to us (including enforcement costs) if:

- you don't make any payment to us when it's due and you still don't make payment within 1 working day of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Lot, for example, proof of identity (if we need it); or

- you don't collect the Lot(s) from us within 7 working days of the auction closing (unless we have agreed to collection at a later date), in which case we will treat the bid as lapsed and relist the Lot(s) for auction, and if you have already paid, we will refund you the full purchase price.

We reserve the right to suspend your account on our site if we end our Contract with you.

#### **14. RETURNS AND CANCELLATION POLICY**

If you are contracting with us as a consumer (rather than as a business), you may cancel a Contract at any time up to 14 calendar days starting on the day after the day on which you collect the Lot(s). Provided you comply with these Terms and Conditions and take reasonable care of the Lots, you will receive a full refund of the price paid for the Lot(s) in accordance with our returns policy (set out in below).

To cancel a Contract, you must inform us by sending an email to [auction@cornthwaitegroup.com](mailto:auction@cornthwaitegroup.com). When emailing us about cancelling a Contract please include details of the Contract to help us identify it, including the invoice number and product description, full name and address. We will contact you to confirm we have received your cancellation.

The Lot(s) must be returned to us at your own risk. You will arrange for the Lot(s) to be returned to us, at an address confirmed by us via email, at your own cost.

You have a legal obligation to take reasonable care of the Lot(s) while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation. You will be liable for the cost of any reduction in the value of the Lot(s) that was caused due to not taking reasonable care of them. Following the delivery of the Lot(s) to us, we will check that reasonable care has been taken of the Lot(s).

Subject to our being satisfied that reasonable care has been taken of the Lot(s), we will process the refund to you as soon as possible, and, in any case, within 14 days following the day on which we receive the Lot(s) back. In these circumstances, we will refund the price of Lot(s) in full.

If you have cancelled the Contract and the Lot(s) have not been collected, then we will process the refund due to you as soon as possible and, in any case, within 14 days of the day following the day on which you gave us notice of cancellation of the Contract.

#### **15. RISK AND TITLE**

The Lots will be at your risk from the time you load the Lot to a transporter, or the Lots are collected by any driver, even if you have given us notice that you wish to cancel the Contract. You should ensure you have arranged for the appropriate insurance for the Lots from such point in time.

Ownership of the Lots will only pass to you once we have received payment in full (in cleared funds) for the Lots you have purchased.

## **16. EXPORT CONDITIONS**

HMRC will enforce standard VAT (at the prevailing rate) on all purchases made in the UK until adequate proof of Lots being exported is provided. Adequate proof is detailed from HMRC as below:

- Written order from you which shows their name, address and EC VAT number, EORI No. and the address where the Lots are to be delivered.
- Copy sales invoice showing your name, EC VAT number, EORI No., a description of the Lots and an invoice number.
- Date of departure of Goods from our premises and from the UK.
- Name and address of the haulier collecting the Lots.
- Registration number of the vehicle collecting the Lots and the name and signature of the driver and, where the Lots are to be taken out of the UK by a different haulier or vehicle, the name and address of that haulier, that vehicle registration number and a signature for the Lots.
- Route, for example, Channel Tunnel, port of exit.
- Copy of travel tickets.
- Name of ferry or shipping company and date of sailing or airway number and airport.
- Trailer number (if applicable).
- Full container number (if applicable).
- Name and address for consolidation, groupage, or processing (if applicable).

The above rules are subject to change and therefore it is your responsibility to ensure that they comply with all export requirements. It is not our responsibility to keep the above guidance up to date or accurate. It is provided purely to assist you, but you may not place any reliance upon it and we will have no liability for such guidance.

It is a condition of sale that where Lots are to be exported the buyer must complete, sign and return the CRM provided by us with detailed proof of shipping. We will not be responsible for any delays, costs or problems caused by you not providing the required information.

## **17. HEALTH AND SAFETY**

Although we take reasonable precautions regarding health and safety, you enter our premises at your own risk. Neither we, nor any of our employees or agents are responsible for your safety or your property when visiting our premises, unless you suffer any injury or damage to your property as a result of our, our employees' or our agents' negligence.



## 18. YOUR INFORMATION

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing. How we use any personal data you give us is set out in our privacy policy (<https://www.cornthwaitegroup.com/privacy>).

## 19. OUR LIABILITY

If you are contracting with us as a consumer (rather than a business), we are responsible for losses you suffer caused by us breaching these Terms and Conditions unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your bid meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Avoidable.** Something you could have avoided by taking reasonable action.
- **Caused by a delaying event outside our control.** We are not responsible for delays outside our control as set out in the section *Events outside our control* below.
- **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, in accordance with our auction terms and conditions for businesses.

This does not affect your statutory rights. Nothing in these Terms and Conditions excludes any liability for death or personal injury caused by our negligence or any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

## 20. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control including Acts of God, fire, flood, severe weather, explosion, war, act of terrorism, pandemic or epidemic, industrial dispute failure or delay on the part of a sub-contractor or supplier or acts of local or central Government or other competent authorities. This does not affect your statutory rights.

## 21. SEVERABILITY

If any of these Terms and Conditions is held to be invalid, the remaining Terms and Conditions shall continue to be valid to the fullest extent permitted by law.

## 22. ENTIRE AGREEMENT

These Terms and Conditions and other notices elsewhere on our website contain the whole agreement between us and you relating to the supply of Lots. No other terms or conditions will form part of the Contract, unless agreed by us in writing and signed by an authorised Cornthwaite Agricultural Limited employee.

### **23. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

We have the right to revise and amend these Terms and Conditions from time to time. You will be subject to the Terms and Conditions in force at the time you register your interest for an auction or as we otherwise notify to you, therefore we recommend that you check these Terms and Conditions each time you register your interest for an auction.

You will be subject to the policies and Terms and Conditions in force at the time that you bid on or purchase Lots from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority, or if we notify you of the change to those policies or these Terms and Conditions before we send you confirmation of your bid being successful (in which case we have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify us to the contrary within seven working days of collection by you of the Lots).

### **24. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **25. NOTICES**

All notices given by you to us must be given to Cornthwaite Agricultural Limited at Hall Lane, Bispham Green, Ormskirk, L40 3SB or by sending an email to [auction@cornthwaitegroup.com](mailto:auction@cornthwaitegroup.com). We may give notice to you at either the e-mail or postal address you provide to us when you register as a user on our site or such other address as you provide us with. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **26. TRANSFER OF RIGHTS AND OBLIGATIONS**

The Contract between you and us is binding on you and us and on our respective successors and assignees.

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **27. LAW AND JURISDICTION**

These Terms and Conditions and Contracts for the purchase of Lots through our site are governed by English law. Any dispute arising from, or related to, the Terms and Conditions or such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales. If you wish to bring a claim in relation to this contract, you are able to bring a claim against us in the English courts, wherever you live. If you live in Wales, Scotland, Northern Ireland, or the Republic of Ireland you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## **28. CONTENT USAGE**

We have the right to utilise content submitted through our accounts with third party content platforms across our marketing and retail channels.

## **29. COMPLAINTS**

Our customer service team: [auction@cornthwaitegroup.com](mailto:auction@cornthwaitegroup.com) or [feedback@cornthwaitegroup.com](mailto:feedback@cornthwaitegroup.com) will do their best to resolve any problems you have with us or our products.