

TERMS AND CONDITIONS

Definition:-

“You” means the person accessing and using the website and/or the legal entity you represent during the course of employment or engagement by that entity.

2 Online Services

2.1

This website acts as an online facility to allow Jacksons Auction House Ltd. To auction and sell equipment made available by our customers, and to provide you with the opportunity to bid for and buy such equipment.

2.2

By accessing or using this service you agree to be legally bound by these Terms and Conditions. And 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 modify or withdraw this website or any part at any time without notice.

3 Use of the Online service

3.1

You can search the website at any time for any requirements without registering. To use the services you are required to register as a user by completing the online “User registration Form” on the website.

Registration and use of the website is for free.

3.2

The facility to bid online is only available to individuals who are 18 years and over, and by registering you represent to us that you are not a minor and can form a legally binding contract under applicable law.

3.3

If you register on behalf of a business entity you represent that you have authority to bind that entity to these terms and conditions.

3.4

You agree to ensure that your registration details are up to date and accurate at the time of bidding.

3.5

You are responsible for keeping your **user name and password** secure and confidential. You should not display or permit your user name and password to be disclosed to any other party.

4 Payment & Bidding

4.1

All bidding and payments will be conducted in pounds Sterling (English)

4.2

In placing a bid on the website you are accepting the Terms & conditions described on the website. You can not place a bid without being registered.

4.3

You can place a bid which is less than the reserve price (if applicable) and the website will signify when this occurs.

4.4

Jacksons Auction House Ltd. reserve the right to refuse any bid and withdraw any item at any time at their discretion. This includes items that have closed.

4.5

The successful bidder will be notified by Jacksons Auction House and contact made confirming the acceptance of the bid. If this is not possible within a period of 48 hours from the closure of the auction then Jacksons Auction House reserves the right to offer the item to the next highest bidder at their discretion.

4.6

Payment of goods purchased must be completed once notification has occurred . Failure of this will result in the items being offered to the under bidder.

4.7

Payment method will be by **credit/debit card or bankers draft**. Anyone wishing to pay by cheque must get prior clearance in advance of any purchase.

4.8

Payment for goods sold will be forwarded onto the seller once the funds have been cleared from the buyer.

4.9

Buyer's commission will be levied @ 12.5% + VAT

Seller's commission will be levied @ 10% + VAT

5 General Information

5.1

Jackson's Auction reserves the right to refuse any items which they consider inappropriate.

5.2

Any item where the seller prematurely withdraws before min. time allotment (i.e. 3 weeks) shall be charged at **£75 fee or 5%** of minimum guide price whichever is the greater.

5.3

Jackson's Auction will deduct their commission and other charges from the amount realised from the sale value before accounting to any seller.

5.4

Items not sold online can be offered for sale in any following Physical auction on the premises of the auctioneers. No storage charge will be levied for this up to the auction. There after a mutually agreed sum between seller and the auctioneers will be derived dependant on size.

5.5

The seller shall offer for sale only goods that are free from any third party rights such as hire purchase or leasing agreements. The Serial numbers of goods offered for sale must be notified on the website.

5.6

Other than specified antique or collectors items, all mechanical and electrical goods must be in working order and in accordance to manufacturer's specifications.

5.7

Jackson's Auction do not accept any liability for misrepresented goods for sale or any faults that may occur.(The Auctioneers act in the sale of goods as agent only.) Anyone found knowingly giving misrepresentation of goods will be refused further access to the auction .Ever effort will be made to ensure accurate description of sale items.

5.8

Jackson's Auction holds the right to change their commission rates in response to any Commercial pressures.

5.9

Unless clearly stated all items are **"SOLD AS SEEN"**, Jackson's Auction will not accept returns of any items and all sales are final.

6.0

Customers allowed to purchase items direct from our premises will be liable to a charge of 50% additional to the existing reserve on any item. Commission rates of 12.5% and VAT at the current rate will be added to this total.

6.1

Direct sales cannot take place unless the seller agrees to a sale in this manner. No direct sale will be offered on any item which already has an active bid on the Jackson's Auction website.