

TERMS AND CONDITIONS FOR USE AND RECEIPT OF ESSENTIAL INFORMATION GROUP SERVICES as at 23/6/2016

Notice to User: Carefully read the following Terms and Conditions. Use and receipt of The Information constitutes your acceptance of these Terms and Conditions (“The Terms and Conditions”) and agreement to abide by them.

1. DEFINITIONS

Words and expressions that appear in these Terms and Conditions have the following meanings:-

“EIG”	means The Essential Information Group Ltd whose registered office is situated at Charter House, 9 Castlefield Road, REIGate, RH2 0SA. Reg. No. 2972048
“The Information”	means The Information relating to Auction lots published by EIG and delivered by fax, post, e-mail or Internet and amendments and updates issued from time to time and all printed material issued in connection with The Information.
“The Subscriber”	means the Person, Corporate body or Partnership named as the customer on the invoice and/or in the Confirmation of Order document.
“The Licence”	means The Subscriber is entitled to use and receive The Information.
“The Username and Password”	means the access codes by which The Subscriber accesses The Information.
“The Subscription Rate”	means the fee payable by The Subscriber to use and receive The Information during the Licence Period as agreed between the Subscriber and EIG from time to time.
“The Licence Period”	means the period during which The Subscriber is entitled to use and receive The Information.
“Supplier”	means a Person or Corporate Body or Partnership authorised by EIG to market The Information.
“Cookies”	mean files that reside on The Subscriber’s computer that store usage information that is accessible by EIG.

In return for acquiring a Licence to receive The Information, The Subscriber agrees as follows:

2. AGREEMENT

- 2.1. These Terms and Conditions of business (together with the related Privacy Policy terms) constitute the complete terms of business between EIG and The Subscriber and variations are only valid if agreed in writing between the Subscriber and a director of EIG. Charges payable by The Subscriber and related details will be agreed by the parties when the Subscription is taken out or renewed. If agreed verbally, EIG shall confirm the agreed terms by way of email.
- 2.2. The Licence gives The Subscriber the right to receive and use The Information for the duration of the Licence Period subject to The Terms and Conditions being complied with.
- 2.3. The Subscriber acknowledges that The Information is copyrighted and is proprietary. The licence granted above is not a sale of The Information, and except as stated above, this Agreement does not give The Subscriber any rights to patent, copyright, trade secrets,

trademarks or any other rights or licences with respect to The Information. The Subscriber agrees to hold The Information in confidence and to take reasonable steps to prevent unauthorised copying or distribution.

- 2.4. The Subscriber's entitlement to use and receive The Information is evidenced by the issuing of the relevant access codes by EIG to The Subscriber and such use is subject to these Terms and Conditions.
- 2.5. The Subscriber is not permitted to sell on or to distribute in any other way the information contained within The Information. The Subscriber must take reasonable steps to protect The Information from unauthorised use.
- 2.6. The Subscriber will keep The Username and Password safe and will not disclose it to any person not authorised by EIG to use it.
- 2.7. The Subscriber will permit a Cookie supplied by EIG to reside on devices accessing The Information.
- 2.8. The Subscriber agrees that no more than the permitted number of devices as agreed between the parties for a given period will access The Information and accepts that EIG will block attempts to access The Information from other devices that would cause this limit to be exceeded.
- 2.9. The Subscriber is not permitted to use The Information provided either directly or indirectly in connection with any subscription based service, except with the written permission of EIG. This permission may be withdrawn at any time.
- 2.10. The Subscriber is not permitted to make The Information available, in whole or in part, on any internet website, free access or restricted access, except with the written permission of EIG. This permission may be withdrawn at any time.

3. COPYRIGHT

- 3.1. The Information and all materials on the EIG website is protected under British copyright law. All copyright in the Information and all materials on the EIG website remains the property of EIG. All rights reserved. No part of The Information or website materials may be copied, reproduced, translated or reduced to any electronic medium or machine readable form without the prior written consent of EIG. In addition, the Subscriber is not permitted to use Robots to trawl the EIG website to search for data.
- 3.2. [The Subscriber may print off one copy only of any materials on our website for personal use and must not modify any paper or digital copies of any materials that have been printed off or downloaded in any way. Our status (and that of any identified contributors) as the authors of the Information or other materials on the site must always be clearly acknowledged.
- 3.3. If the Subscriber breaches any of these Terms and Conditions, its right to use the Information and/or any of our website materials will cease immediately.
- 3.4. The Subscriber must not interfere with, damage or disrupt: any part of our site; any equipment or network on which our site is stored; or any software used in the provision of the site.
- 3.5. The Subscriber or permitted users will not attempt to disassemble, decompile or reverse engineer the Services provided.

4. EIG'S LIABILITY

- 4.1. A significant part of the Information provided by EIG is the provision of third party information. Whilst EIG will take all reasonable steps to ensure that it provides accurate Information, it is not in a position to verify the accuracy and/or completeness of third party information which it uses as part of the Information and The Subscriber accepts and understands that EIG is not

legally liable for any error in any third party information provided as part of the Information and The Subscriber hereby waives any rights and/or remedies which you might otherwise have in relation to the inaccuracy or incompleteness of any such third party information provided by EIG. The Subscriber will verify its accuracy before relying on it to incur expense, liabilities or duties in connection with a lot, auction or Auction House.

- 4.2. Any use by The Subscriber of The Information is at The Subscriber's own risk. EIG and its Suppliers do not give any warranties of any kind, either express or implied, including, without limitation, implied warranties of satisfactory quality and fitness for a particular purpose in relation to the Information.
- 4.3. Subject to the express terms set out in these Terms and Conditions, the aggregate liability of EIG in relation to this Licence for all direct loss arising out of or in connection with The Licence (including but not limited to breach of contract, negligence or wilful default) shall be limited to The Licence Fee or where none is payable, £250.
- 4.4. EIG does not exclude or limit liability for death or personal injury to the extent only that the same arises as a result of the negligence of EIG, its employees, agents or authorised representatives or for any fraudulent misrepresentation.
- 4.5. EIG expressly excludes liability for any (i) indirect, special, incidental or consequential loss or damage which may arise in relation to The Licence; or for (ii) loss of profit, business, revenue, goodwill or anticipated savings or for any loss of use or corruption of software, data or information.

5. PROVISION OF SERVICE

- 5.1. EIG reserves the right to amend the number of auction houses covered by EIG from time to time. EIG makes no warranties that it will cover every or all property auctions in the UK.
- 5.2. EIG reserves the right to amend the level of information it provides in respect of a lot or an Auction House.
- 5.3. Without prejudice to the generality of the foregoing EIG shall not be liable for the consequences of any act of God or strike, lockouts, civil commotion, fire, flood, explosion, legislation, or other cause (whether the foregoing class or not) beyond EIG's control. EIG will not be liable for any loss of service sustained by The Subscriber where The Subscriber was unable to access or receive the information due to, but not limited to, lack of access to the internet, firewall or proxy server issues or e mails failing to arrive for whatever reason.
- 5.4. If any provision of the Terms and Conditions is declared invalid void or otherwise unenforceable by a Court of competent jurisdiction this shall not affect in any way, the remaining provisions of these Terms and Conditions.
- 5.5. The rights of The Subscriber thereunder may not be assigned in whole or in part without the prior written consent of EIG.
- 5.6. Subject to clause 5.7 below, EIG will not be liable to refund all or part of the Licence Fee in the event of cancellation or termination by The Subscriber. However, in accordance with Consumer Protection legislation, individuals not acting in the course of a business have the statutory right to cancel the contract within fourteen days beginning on the day after the contract is concluded.
- 5.7. The Subscriber shall be entitled to cancel the Licence and receive a refund of The Subscription Rate for a period of 14 days from the start of the initial Licence Period.
- 5.8. Any delay or failure by either party in exercising any right or remedy arising under these Terms and Conditions shall not constitute a waiver of such right or remedy.

6. **PAYMENT**

Invoices are due for payment on grant of The Licence, and shall be submitted at the discretion of EIG. EIG reserves the right to charge interest at the rate permitted by The Late Payment legislation if payment is not received within 30 Days.

7. **NOTICE**

Any notice to be given under these Terms and Conditions by either party to the other must be in writing and delivered by hand, first class letter, facsimile transmission or by email to the address given in the Customer Agreement (or such other address given for this purpose) and in the case of post will be deemed to have been validly and effectively given two working days after the date of posting or in the case of other means of transmission will be deemed to have been validly and effectively given on delivery.

8. **TERMINATION**

8.1. EIG may terminate this Agreement (and/or any other contract with The Subscriber) and/or suspend further delivery under this Agreement or any other contract with The Subscriber in the event that The Subscriber:

8.1.1. is in material breach of its obligations under these Terms and Conditions or any other contract with EIG and fails to remedy such breach within 28 days of a written request from EIG to do so; or

8.1.2. becomes insolvent or bankrupt, enters into liquidation whether voluntary or compulsory (other than for a solvent reconstruction or amalgamation), is unable to pay its debts as they fall, has a receiver or an equivalent officer appointed in respect of any of its assets, is the subject of an administration order, enters into any arrangement with its creditors or makes a general assignment for their benefit, or ceases to carry on business in the ordinary course without prejudice to any other rights and remedies that EIG may have.

8.2. The Subscriber will remain liable to EIG for all outstanding sums due to EIG for use of The Information that will become immediately payable on termination.

9. **VARIATION OF THESE TERMS AND CONDITIONS OF BUSINESS**

9.1. EIG reserve the right to alter and amend the Terms and Conditions. The alterations will take effect after publication of the revised Terms and Conditions of Business on the EIGroup.co.uk website and an e mail being sent to The Subscriber.

9.2. Where EIG amends these Terms and Conditions of Business, EIG will notify The Subscriber by email and the new Terms and Conditions of Business will be effective 7 days after the e mail was sent or on the grant of a new Subscription, whichever is sooner.

10. **JURISDICTION**

10.1. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the High Court in London, England.

11. **ENTIRE AGREEMENT**

11.1. These Terms and Conditions (together with any separate agreement between the parties on charges and related details) constitute the entire agreement between the parties and supersedes prior agreements, understandings and communications between the parties. The Subscriber shall not rely on any statement, warranty whether express or implied made by EIG, its servants, agents, employees or Suppliers which is not expressly set out in these Terms and Conditions.