

**TERMS AND CONDITIONS FOR USE AND RECEIPT OF ESSENTIAL INFORMATION GROUP SERVICES  
as at 25/9/2017**

**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:-

<b>“Cookies”</b>	mean files that reside on <b>The User’s</b> computer or other device that store usage information that is accessible by <b>EIG</b> .
<b>“EIG”</b>	means The Essential Information Group Ltd whose registered office is situated at Charter House, 9 Castlefield Road, Reigate, RH2 0SA. Reg. No. 2972048
<b>“Permitted Number”</b>	means the maximum number of Cookies that can be used or created in the <b>Rolling Period</b>
<b>“Supplier”</b>	means a Person or Corporate Body or Partnership authorised by <b>EIG</b> to market <b>The Information</b> .
<b>“The Information”</b>	means <b>The Information</b> relating to Auction lots published by <b>EIG</b> and delivered by e-mail or Internet and amendments and updates issued from time to time and all printed material issued in connection with <b>The Information</b> .
<b>“The Licence”</b>	means the authority for the <b>The Subscriber</b> and/or <b>The User</b> to access <b>The Information</b> via <b>The Website</b> within <b>The Licence Period</b>
<b>“The Licence Period”</b>	means the period during which <b>The User</b> is entitled to use and receive <b>The Information</b> .
<b>“The Rolling Period”</b>	means the rolling number of days in which the number of <b>Cookies</b> created is recorded.
<b>“The Subscriber”</b>	means the Person, Corporate body or Partnership named as the customer on the invoice and/or in the Confirmation of Order document. <b>The Subscriber</b> may also be <b>“The User”</b> .
<b>“The Subscription Rate”</b>	means the fee payable by <b>The Subscriber</b> for <b>The User</b> to use and receive <b>The Information</b> during <b>The Licence Period</b> as agreed between <b>The Subscriber</b> and <b>EIG</b> from time to time.
<b>“The User”</b>	Means an individual who is either <b>The Subscriber</b> or is employed or otherwise contractually engaged by <b>The Subscriber</b> and who is authorised to access <b>The Information</b> .
<b>“The Username and Password”</b>	means the access codes by which <b>The User</b> accesses <b>The Information</b> .
<b>“The Website”</b>	means any internet website owned and controlled by <b>EIG</b> that hosts <b>The Information</b> and is accessible by <b>The Subscriber</b> and/or <b>The User</b>

In return for acquiring a Licence to receive **The Information**, **The Subscriber** and **The User** agree 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** and **The User** 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** and **The User** acknowledge 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** or **The User** any rights to patent, copyright, trade secrets, trademarks or any other rights or licences with respect to **The Information**. **The Subscriber** and **The User** agree to hold **The Information** in confidence and to take reasonable steps to prevent unauthorised copying or distribution.
- 2.4. **The Subscriber's** and **The User's** entitlement to use and receive **The Information** is evidenced by the issuing of the relevant access codes by **EIG** to **The Subscriber** and **The User** and such use is subject to these Terms and Conditions.
- 2.5. **The Subscriber** and **The User** is not permitted to sell on or to distribute in any other way data contained within **The Information**. **The Subscriber** and **The User** must take reasonable steps to protect **The Information** from unauthorised use and access.
- 2.6. **The Subscriber** and **The User** will keep **The Username and Password** safe and will not disclose it to any person including colleagues not authorised by **EIG** to use it.
- 2.7. **The Subscriber** and **The User** will permit a Cookie supplied by **EIG** to reside on devices accessing **The Information**.
- 2.8. **The Subscriber** and **The User** agree that no more than the permitted number of devices as agreed between the parties for a **Rolling 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** and **The User** 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** and **The User** is not permitted to make **The Information** available, in whole or in part, on any internet website, free access or restricted access, or through any other medium, 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** and **The User** are not permitted to use Robots to trawl the **EIG** website to search for data.
- 3.2. **The User** 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** and/or **The User** breach 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** and **The User** 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** and/or **The User** 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** and **The User** accepts and understands that **EIG** will not be not legally liable for any error in any third party information or our **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 or our **Information** provided by **EIG**. **The Subscriber** and **The User** 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** or **The User** 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. **Data protection.** In performing the Services under this Agreement, **EIG** shall comply with all UK and, to the extent applicable, European Union data protection laws, rules and regulations, as may be amended from time to time. Detailed terms setting out the privacy policy and procedures maintained by **EIG** can be found at the relevant **EIG** website.
- 5.2. **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.
- 5.3. **EIG** reserves the right to amend the level of information it provides in respect of a lot or an Auction House.
- 5.4. 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** or **The User** was/were 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.

- 5.5. 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.
- 5.6. The rights of **The Subscriber** thereunder may not be assigned in whole or in part without the prior written consent of **EIG**.
- 5.7. 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.
- 5.8. **The Subscriber** shall be entitled to cancel **The Licence** and receive a refund of **The Subscription Rate** for a period of 7 days from the start of the initial Licence Period.
- 5.9. 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, 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** and/or **The User**:
  - 8.1.1. Is in material breach of its obligations under these Terms and Conditions or any other contract with **EIG**; 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 **EIG** website. In the event that new Terms and Conditions are published on the **EIG** website, the User will be required to accept the revised Terms and Conditions before accessing The Information.

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** and/or **The User** 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.