
Terms for Buying and Selling

1 Our advertising service

Our website facilitates an exciting and convenient way to buy and sell goods over the Internet and is operated by Machinecompare.com Limited. We provide an online facility vehicle through which traders can advertise and customers can buy products ('the Services'). It is important that you read and understand these terms before using the Services. By accessing or using the Services, you agree to be legally bound by these terms, as they may be modified from time to time.

We reserve the right to change these terms at any time. Amendments will take effect when posted on our website. However, the terms current as at the start of a particular transaction will apply until that transaction is completed.

2 Our role

Our site is a place for sellers to advertise goods and for customers to buy them. We do not have and never intend to have any contractual involvement in your transactions and at no stage auction, buy or sell or purport to auction, buy or sell any of the products displayed on our site. Any disputes between buyers and sellers are just that: we will not become involved. You must therefore take the utmost care to screen the parties with whom you deal. We will not screen the parties or goods on your behalf and this is a feature of the relationship between you and us that you willingly accept.

3 Registration and qualification to use the Services

3.1 You are required to register with us by registering on our website. Only adults (that is, those aged 18 years and over) are entitled to enter into legally binding contracts and as a result only adults are entitled to use the Services. Any individuals who are unable to form legally binding contracts are prohibited from using the Services. **By registering you are making a statement, upon which we are entitled to rely, that you are aged 18 years or older and capable of forming a legally binding contract.**

3.2 On occasions certain individuals and members will be refused access to the Services. Such suspensions shall be within our sole discretion.

4 Information you provide

4.1 You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence to use any information you provide to us or other users of our services, for example during the registration, listing or selling process.

4.2 Such information shall be legal, decent, honest and truthful, shall not infringe any third party's rights, shall not contain any viruses or other malicious computer programming routines and shall not link to any other websites. Without limiting the above, all information you provide shall be accurate and complete and all registration details shall contain your correct name, address, credit or debit card number and other requested details.

5 Security

5.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any email verification number and password which may be given to or selected by you for use on our site. You may not share these with or transfer them to any third parties. You must immediately notify us of any unauthorised use of them or any other breach of security regarding the Services.

5.2 We use third party services to secure and protect your credit card information and assist your shopping experience. However, any losses incurred or sustained by you in transmitting information shall be borne solely and exclusively by you and in no event shall any such losses in whole or in part be borne by us. If you are using a public computer, you must sign out when you have finished shopping.

6 Availability of site

While we will use all reasonable endeavours to make our Services and website available, we cannot guarantee that they will operate continuously or without interruptions. This could affect bidding or other aspects of an auction or sale.

7 General rules governing buying

7.1 To use and rely on the Services we provide, all participants must understand their obligations to other users of our Services. If you make an offer to a seller to buy goods and the seller accepts your offer, you must complete the transaction with them.

7.2 Sellers are entitled to set applicable minimum or reserve price requirements and are entitled to change these at any time until conclusion of a sale. You may not retract an offer except in exceptional circumstances, for example where the seller has materially changed the description.

7.3 Your making of an offer entitles us and any seller to rely on your offer and as a result you warrant and undertake that you have the legal right to make such an offer and to enter into any such transaction.

7.4 If you make an offer for an item on our site that is advertised by the seller as being for sale by auction, you acknowledge and agree that if you have placed the highest offer at or above any reserve price specified, you have entered into a contract with the seller to buy the item. You can only terminate that contract in limited circumstances set out in law, for example where the item does not materially comply with the information provided in relation to it or where you cannot identify the seller. Sellers may refuse to accept your order for whatever reason.

7.5 With regard to returns and refunds, please read our Returns Policy. Your acceptance of these terms and conditions entitles us to assume you have read the Returns Policy.

7.6 Please note that copies of the Auctions (Bidding Agreements) Acts 1927 and 1969 are available at <http://www.legislation.gov.uk/>.

8 General rules governing listing and selling

8.1 In relation to all goods you sell or offer for sale through the Services:

8.1.1 you must be the absolute unencumbered legal owner with the right to sell those goods or be their agent acting with their full authority and be able to produce evidence of such authority when required; and

- 8.1.2 your sale or the use of the goods must not infringe any third party rights or be unlawful in any way and the goods must not be on our current prohibited items list.
- 8.2 If selling, you must list all of your items in the correct category with accurate and appropriate descriptions and provide such information as we may request (together, 'the Listing Information'). Once you post the Listing Information, the item becomes 'a Listed Item'.
- 8.3 We have the right at our discretion to decline to publish, or to omit, suspend or change the position of, any item otherwise accepted for insertion. We will use reasonable efforts to comply with the wishes of the seller although do not warrant the date of insertion or the quality of the colour or reproduction of any item advertised.
- 8.4 Any seller receiving at least one offer or bid for an item advertised for sale by auction at or above any stated applicable minimum or reserve requirement may (subject to the terms of such third party auction, which we recommend you read prior to making any offer) be obliged to complete the transaction with the highest bidder/offeror following closure of the auction or their prior acceptance of an offer unless the buyer fails to meet the terms of the listing or the seller is unable to authenticate the identity of the buyer or the buyer does not have sufficient financial capacity.
- 8.5 A Listed Item will remain listed on the site until:
- 8.5.1 it is sold; or
 - 8.5.2 the seller-specified listed time expires;
 - 8.5.3 you remove it from the database of items listed for sale; or
 - 8.5.4 we receive written notice via email from you that you wish to de-list it.
- A Listed Item will be de-listed on receipt by us of written notice via email from you that you wish to de-list it, but we will retain the registration fee paid with respect to advertising the item.
- If you list items for sale at a reserve price, you have the option to consider bids or offers received below that reserve price.
- 8.6 You must not contact any buyers directly in a sale of Listed Items whether offered by you or another seller.
- 8.7 You must not directly or indirectly place bids on Listed Items you offer for sale on our site or manipulate bidding in any other way.
- 9 Payment**
- 9.1 All sellers pay a registration fee for each Listed Item at the point of listing. No item will be listed unless payment has been received in full.
- 9.2 All buyers must pay sellers for items using credit or debit cards, cheques or banker's drafts. However, the method of payment shall be left to the discretion of the seller in each case. Payments shall be received in the currency specified on the website and all prices are exclusive of VAT and other applicable taxes, delivery charges and insurance that may be due.
- 9.3 Buyers are responsible for any costs of delivery and any insurance costs.

9.4 Some transactions may involve sellers shipping items to buyers located outside the United Kingdom or outside the territory in which the seller resides. Buyers and sellers alike must observe and comply with all applicable regulations and legislation, including obtaining all necessary cultural or customs permits. Further, the importation and exportation of some items may be prohibited by certain national laws.

9.5 We make no representation and accept no liability whatsoever to any buyer or seller in respect of the issuance or validity of any exportation or importation permits or the existence and exercise of exportation or importation regulations or any compulsory purchasing regimes.

10 Privacy policy

We take privacy issues seriously. Our current privacy policy covers our use of any information you provide. In using our Services you acknowledge and agree to be bound by the terms of our privacy policy.

11 Termination

Machinecompare.com Limited has in its sole discretion the right to issue a warning, temporary suspension, or an indefinite suspension and termination of your rights to use our Services if you:

11.1 act inconsistently and in breach of these terms and conditions;

11.2 at any time violate or attempt to violate any rights of any other user of the Services or third party;

11.3 are engaged in any fraudulent activity; or

11.4 fail to make any payments due to us in accordance with these terms.

12 Compliance with laws

You agree to comply with all applicable laws, statutes and regulations concerning your use of the Services.

13 General release

13.1 As discussed, we act merely as an introductory service providing a forum allowing sellers and buyers to come together, the former to list and sell items and the latter to make an offer to buy them.

13.2 We have no control whatsoever over the quality, legality or safety of any advertised items or of any other characteristics upon which a buyer may rely, the accuracy of any of the listings or the capacity of any seller or any buyer to transact.

13.3 Consideration should always be given to the nature of Internet transactions and the risks involved. You may never meet or speak to the other party to the transaction and, as a result, you must proceed with care and judgment when using the Services.

13.4 In recognition of the above, you waive any claim you may have against us that is in any way connected with a dispute you have with another user of our Services and website and you agree to indemnify us for any losses or liability we suffer as a result of any claim against us by another user or any other third party as a result of your dispute or in relation to your dealings with such other user or third party. This waiver and indemnity shall not apply in the event of any fraud or wilful misconduct by us.

13.5 Your acceptance of these terms and conditions also acts as a general release of Machinecompare.com Limited and any of its subsidiaries (and all of its officers, directors, agents and employees) from any liability

for any claims, loss or damages (both direct and indirect, including loss of profits, goodwill and business opportunity) arising out of or in any way connected to your use of the Services and our website.

13.6 In addition, we make no representations or warranties about the accuracy, completeness or suitability for any purpose of the information and related graphics published on our website. From time to time our site may contain technical inaccuracies or typographical errors. All liability of Machinecompare.com Limited howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

13.7 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

14 Trade marks

Machinecompare.com Limited is the proprietor of the Machinecompare.com trade mark and get-up. All other trade marks, product names and company names or logos cited herein are the property of their respective owners. No permission is given by Machinecompare.com Limited in respect of the use of any such brand names, product names or titles or copyrights and such use may constitute an infringement of the holder's rights.

15 Notices

Except as otherwise stated, any notices you wish to send to us should be emailed to info@machinecompare.com. Any notices that we may wish to draw to your attention will be displayed on our website.

16 Applicable law

Each and every transaction carried out on or as a result of the Services is deemed to be completed within the United Kingdom and therefore shall be governed by and interpreted in accordance with English law. The terms of this charter (and any dispute, controversy, proceedings or claim of whatever nature in relation to them) shall be governed and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction in relation thereto.

17 Events beyond our control

Machinecompare.com Limited will not be in breach of these terms or otherwise liable for any delay in performance to the extent that any delay or failure is due to circumstances beyond its reasonable control and including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

18 Invalidity

If any part of the terms of these terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

19 Entire agreement

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These terms, together with any document expressly referred to within their provisions, contains the entire agreement between us relating to the subject matter covered and supersedes any previous charters, agreements, arrangements, undertakings or proposals, written or oral, between us in relation to such matters or any statements made to you by any person, including (without limitation) any of our employees or agents. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.