

## **TERMS AND CONDITIONS FOR USE OF THE ESSENTIAL INFORMATION GROUP “AUCTION PASSPORT” SERVICE BY USERS**

URL: <https://passport.eigroup.co.uk/>

**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. These Terms and Conditions along with our Privacy Policy constitute the complete terms of business between EIG and the User. Our Privacy Policy can be found here: <https://www.eigpropertyauctions.co.uk/legal/privacy-policy#data>. Please ensure that you read and agree to the entire document, particularly section 4.1.3, which details how long we retain your personal data as well as our reasons for doing so.**

### **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 9 Castlefield Road, Reigate, Surrey, RH2 0SA. Reg. No. 2972048

The "Site" means [passport.eigroup.co.uk](https://passport.eigroup.co.uk) and other pages linked to and from this address

The "Auction Passport" means the username and password that allows "The User" to access "The Information" available on "The Site"

The "Information" means The Information relating to auction lots available on The Site from time to time and all other material available in connection with the Information.

The "User" means the Person, Corporate body or Partnership registered as the "Auction Passport" holder.

The "Supplier" means the Auction House

The "Auction House" means the Auction House or the Auction House's agent or other contractor that makes "The Information" available on "The Site"

In return for acquiring an "Auction Passport" to receive "The Information", "The User" agrees as following:

### **AGREEMENT**

These Terms and Conditions along with our Privacy Policy constitute the complete terms of business between EiG and The User and variations are only valid if agreed in writing between the User and a director of EiG (The Essential Information Group Ltd).

The Auction Passport gives The User the right to receive and use The Information subject to The Terms and Conditions being complied with.

The User acknowledges that The Information is copyrighted and is proprietary. The Auction Passport granted above is not a sale of The Information, and except as stated above, this Agreement does not give The User any rights to patent, copyright, trade secrets, trademarks or any other rights or licences with respect to The Information. The User agrees to hold The Information in confidence and to take reasonable steps to prevent unauthorised copying or distribution.

This Auction Passport is your proof to exercise the rights granted herein and must be retained by you.

The User is not permitted to sell on the information contained within The Information.

The User is not permitted to use the information provided either directly or indirectly in connection with any subscription based service, except with the express written permission of EiG or The Auction House. This permission may be withdrawn at any time.

The User 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 or the Auction House. This permission may be withdrawn at any time.

The User permits the Auction House and EiG to send the User information relating to auctions that it sees fit from time to time.

## **EIG'S LIABILITY**

EiG will use reasonable care to provide the correct information but shall not be liable for any claim, damage or other loss suffered including any consequential loss due to information being given incorrectly or omitted either by EiG its servants or agents or by The Suppliers or any other party to EiG.

Any use by The User of The Information is at The User's own risk. EiG and The Suppliers do not give any warranties of any kind, either express or implied, including, without limitation, implied warranties of satisfactory quality, accuracy, completeness, and fitness for a particular purpose.

EiG shall have no liability for consequential damages. In no event shall EiG or its Suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use The Information, even if EiG has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may

not apply to you, but in all cases the liability will be limited to a sum not exceeding fifty pounds.

## **PROVISION OF SERVICE**

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.

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.

The right of The User thereunder may not be assigned in whole or in part without the prior written consent of EiG.

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

These Terms and Conditions exclude and override any other terms which The User might seek to impose on EiG, even if such other terms are submitted in a later document or purport to exclude or override these terms of business.

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

These Terms and Conditions constitute the entire agreement between the parties and the User shall not rely on any statement, warranty whether express or implied made by EiG, its servants, agents, employees or Suppliers.

## **COPYRIGHT**

The Information is protected under British copyright law. All copyright of The Information remains the property of EiG. All rights reserved. No part of The Information may be copied, reproduced, translated or reduced to any electronic medium or machine readable form without the prior written consent of EiG

## **LICENCE AGREEMENT**

It is illegal to pass The Information to any third parties for their use and The User must take reasonable steps to protect The Information from unauthorised use.

## **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 facsimile transmission 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.

## **TERMINATION**

1. EiG may terminate this Agreement (and/or any other contract with the User) and/or suspend further delivery under this Agreement or any other contract with the User in the event that the User:

(a) Is in breach of its obligations under this Agreement including these Terms and Conditions or any other contract with EiG; or

(b) 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.

2. The User will remain liable to EiG for all outstanding sums due to EiG for use of The Information which will become immediately payable of termination.