

This document sets out the basis upon which the online auction Platform is provided for You to use and set out the terms of use. Through using **the Platform You are confirming your acceptance to these terms.**

We set out how We intend to conduct the Auction and the basis of any information in relation to properties offered for sale by Auction. Each property and their terms that is offered for sale may be subject to change from any standard terms and it is your responsibility to make sure You are aware of all matters that apply to each individual Lot.

## **1. GENERAL INFORMATION AND DEFINITIONS**

- a) "Auction" refers to an online auction carried out by Us in accordance with the terms of this website.
- b) "Auctioneer(s)" refers to the individual Auctioneer from Eddisons Commercial Ltd, trading as 'Eddisons', 'Pugh & Co' and/or 'Mark Jenkinson' having conduct of the Auction.
- c) "Catalogue" refers to any information that We group together in a specific listing in relation to a single, or multiple auction Lots and this may be solely on Our website, or published in hard copy format, or both.
- d) "Lot" refers to the legal property being offered for sale.
- e) "We", "Us" or "Our" below and on the/this "Website" refers to Eddisons Commercial Ltd, trading as 'Eddisons', 'Pugh & Co' and/or 'Mark Jenkinson' having conduct of the Auction and their Websites.
- f) "You" refers to any potential bidder or purchaser.
- g) Lots may be added to, sold prior to and withdrawn from any Auction at any time. We will not be held responsible or liable for any loss, cost, claim, demand or damage that You may incur as a result of this.
- h) At the Auction it is Our intention to offer Lots in number order save that We reserve the right to vary the order in which Lots are offered at Our discretion for the purpose of the efficient operation of the Auction.
- i) Guide Prices, Reserves and any other Additional Fees and Costs maybe varied at any time.
- j) All Lots, unless stated otherwise, are offered subject to a Reserve price.
- k) No responsibility for any loss, cost or damage that a Buyer may incur as a result of relying on any guide price is accepted by the Auctioneer.
- l) Any guide price, reserve and eventual sale price are exclusive of any additional fees and costs a purchaser may have to pay. These additional items include the Auctioneer's Buyers Premium Fee, VAT, plus any other amounts the Seller may charge. Please check all the available information and be aware that they may be fixed, or variable depending on the sale price. If You are not sure as to what You will be paying in addition to the purchase price You should obtain your own independent third-party professional advice.
- m) All Lots are offered subject to a Buyer's Premium Fee which is payable at exchange of contracts. This fee is set out on the draft sales memorandum in the legal pack and is compulsory and is not refundable under any circumstances.
- n) Any deposit paid upon exchange of contract forms part of the Purchase Price.

## 2. REGISTERING TO BID

- a) You may access and view parts of the Platform without registering your details including the property pages. However, some areas of the Platform can only be accessed by You if You are an Approved Bidder.
- b) If You decide that You want to Bid on any lot You then need to register to become an Approved Bidder for that Lot.
- c) You confirm that all information and documents provided to Us, the Seller or their representative or any other user of the Platform during the Approved Bidder registration process or at any time via the Platform or otherwise in relation to an Auction are up-to-date, complete, truthful, accurate and not misleading.
- d) As part of the Approved Bidder Registration process We will ask You to provide to Us and/or the Provider of the Bidding Platform services, or any other party providing card payment merchant services in relation to the Platform certain information and documentation which may include information allowing Us to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and Proceeds of Crime Act. This comprises of identity and residency verification.
- e) You agree to the identification documents submitted, where necessary, to be verified via a third party verification platform without additional notification to You and if required provide any additional documentation.
- f) If You are acting as a Bidder who is acting as agent on behalf of another party who is intended to be the Purchaser You agree to provide Us with all information reasonably required by Us to assess whether it's appropriate to authorise You to bid on their behalf. This will include the appropriate proof of identification for that party and We will need to see written authority issued by the intended Purchaser that You may act on their behalf.
- g) You also agree to provide Us with all information reasonably required to identify the source of any funds used to pay the Bidding Deposit or Deposit and the Buyer's Premium Fee if different from either the Bidder or Purchaser.
- h) As part of the registration process You will be asked to log a debit card, this needs to be the debit card in the name of a source You have provided identification for and the debit card which, where a Bidder Deposit is applicable, the funds will be automatically pre-authorised against, and in the event You are successful automatically deducted from. Therefore importantly please ensure the correct debit card is logged at the time of registration. Please note once a debit card is logged on your account the bidding platform will immediately pre-authorise 10p from that debit card in order to confirm its validity and this will automatically be released back onto the card within 3-5 working days.
- i) We will review your application to register to Bid including the identity of the legal bidder and buyer(s) which will be a party to the sale memorandum. Once your registration information has been verified as follows;
  - i. Bidding and purchase details provided, ie:
    - Lot number and property address
    - Bidder details and Buyers details (if different)
    - Solicitors details (where possible)
    - Debit card details
  - ii. AML identity documents provided and verified (where necessary via a third party platform)

We will then approve you to bid. This is subject to us pre-authorising any Bidding Deposit (as detailed in Section 3) that may apply for your chosen lots against your registered debit card.

Please note that any pre-authorisation of funds will only be processed the week the auction commences.

Where a Bidding Deposit is applicable and pre-authorised, should You be the successful bidder, these funds will be retained towards both the contractual deposit (typically 10% of the sales price, subject to a minimum of £2,000) and the buyer's premium (amount as detailed within the legal documentation applicable to the lot You are bidding on). Any shortfalls to either contractual amounts will be due immediately and should You default on the sale, for whatever reason, any bidding deposit paid is non-refundable and will be retained by Us.

We will notify You by email once your registration is completed and You are approved to bid on the lot(s). We may decline to authorise a Bidder in Our absolute discretion. The cut off for registrations is 12 noon on the Monday of the week of the auction and any bids received after this time may not be accepted. If any alterations to the bid are received after 12 noon the day before the auction commences We cannot guarantee any amendments will be made, it is the bidder's responsibility to ensure We have all correct information by the above deadline.

### **3. BIDDING DEPOSIT**

- a) Before You place a Bid We may require a security payment or debit card pre-authorisation amount in advance of the Auction Start Time. This is known as the Bidding Deposit. Any Bidding Deposit that may apply to a given lot will be listed on the property particulars for the lot. If no Bidding Deposit is listed, you are not required to make any pre-authorised payment in order to bid.
- b) Depending on the Auction Lot's specific requirements the Bidding Deposit may take the form of a security payment by a debit card or a payment by transfer direct into Our Client account (or such other nominated account as We require). Client account details are Barclays Bank, Sort Code: 20-48-46, Account No: 23662071
- c) Alternatively, and in most cases, where We require a pre-authorisation hold on your card to allow You to place a Bid this will be taken automatically once your registration and identity has been satisfied, (as detailed in point 2.g) & 2.h) from the debit card provided. This amount is subject to change but will be as detailed at the point of your approved registration. Funds will not leave a Bidder's account unless such Bidder wins the applicable Auction. **[IMPORTANT** – Please note that the hold placed over your funds may take up to 7-10 working days to be released in the event that You are not successful at the Auction, depending on your bank/building society.
- d) Payment or pre-authorisations of any Bidders Security Deposit must be made from an account held at a UK clearing bank or building society.
- e) Where We accept payment in advance of the Bidders Security Deposit via debit card or transfer and You are unsuccessful in the applicable Auction, We will return the funds to the originating bank account from which payment was made but please note that this process can take up to 3 working

days to finalise and the hold placed over your funds may take up to 7-10 working days to be released. We shall not pay interest to You on these funds or compensate You for lost interest on these monies.

- f) If You are the winning bidder You:
  - a. Agree to the identification documents submitted to be verified via a third party verification platform and where necessary provide any required additional documentation to Us immediately.
  - b. Agree that, where a Bidding Deposit has been paid by You, this will be charged or held by Us as part-payment of the Deposit specified in the Contract of Sale (typically 10% of the sale price, minimum £2,000, and or the Buyer's Premium Fee. If an over payment has been made You agree that We will retain those funds and they be treated as additional Deposit payment and if the pre-authorisation amount exceeds the total required at the point of exchange, then We will release the hold on the balance over and above the total required amount.
  - c. If there is a shortfall in any funds due from You as the successful Bidder agree to pay by cleared funds the balance of the Deposit (if any), and Buyer's Premium Fee (or any other sums due at that point) immediately, and in any event within 1 hour of You being confirmed as being the highest bidder.
- g) You agree to bear any fee charged by your bank, debit card provider in respect of any transaction.
- h) If You as the successful Bidder do not pay the balance and or the whole of the Deposit and Buyer's Premium Fee immediately, or in any event, within a 1 hour of the initial request being made to You then the Seller may treat this as a repudiation of the Contract of Sale for the relevant property/properties and We may under the instruction of the Seller, reoffer the property for sale and may seek to claim any further losses from You, as the Seller may also do in their own right. Where this occurs, You shall have no right to bring any action or claim against Us, any of Our representatives or any member of the wider corporate group of which We are part of.
- i) We shall take Our fees including any commission and Buyer's Premium from your Deposit monies which will be primarily be from any pre-authorised monies with any additional shortfall in funds due over and above the pre-authorised amount being debited in addition to the pre-authorised sum.
- j) You agree that should You default on the sale, for whatever reason, any pre-authorised Bidding Deposit is none refundable and will be retained by Us.

#### **4. THE AUCTION PLATFORM**

- a) The online Auction Platform is provided free of charge and is accessible at [bidonline.pugh-auctions.com/auctions](http://bidonline.pugh-auctions.com/auctions). Access to the Platform is permitted on a temporary basis.
- b) We may use a third-party Provider of services such as web-hosting, transaction facilitation and support and maintenance to host and support the operation of the Platform.
- c) We do not guarantee that the Platform, or any content will be free from errors or omissions and We are under no obligation to update it. Please note that We may update, the Platform at any time and this could include updating any content.
- d) We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We at Our discretion may suspend, withdraw, discontinue or change all or any part

of the Platform at any time.

- e) We will not be liable if the Platform is unavailable for any reason at any time or for any period.
- f) You are responsible for making sure that You have working hardware and sufficient internet connection to access the Platform.
- g) You must ensure that all persons who access the Platform through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them. For the avoidance of doubt should You become an Approved Bidder You must not divulge your log in details to anyone else and You are deemed to have made any Bid made by any third party if they have logged on to your account.

#### **5. LIABILITY OF BIDDER**

- a) As the Bidder, You will be personally liable in respect of any accepted bid and this applies if you bid as agent or other representative for another party. You also agree You will be jointly and separately liable under the contract of sale with the named Purchaser on whose behalf You have bid as an agent or other representative.

#### **6. CONDUCT OF THE AUCTION AND BIDDING**

- a) The Auction will be conducted in accordance with these Terms, the RICS Common Auction Conditions 4<sup>th</sup> Edition, Our Extra General Conditions in so far as they are compatible with an online Auction and the functionality of the Auction Platform.
- b) Each Lot will display a planned Auction start time, the planned closing time and the extension period.
- c) The Auction will commence at the start time and a countdown clock will display the time until the Auction ends. The Auction will end at the stated time and date, unless extended by a Bid being received at or above the Reserve in the specified period (normally 1 minute before the intended end time) and then the Auction will continue until there has been a set period where no additional higher Bids have been received (usually 1 minute).
- d) There is no limit to the amount of extension periods and You should note therefore that in a multi-listing Auction irrespective of the Lots starting either at the same time, or sequentially each Lot's Auction can end in a non-sequential Lot order.
- e) Whilst We will use reasonable endeavours to operate the Auction at the set date and time through the Platform We reserve the right to cancel or suspend the Auction in the event of a hardware, software, server or internet connectivity failure, or otherwise for any other reason that in Our reasonable opinion affects Our ability to properly run the Auction.
- f) We shall use Our reasonable endeavours to re-list or re-start any affected Auction, subject to any specific instructions from the Seller.
- g) We may cancel or rearrange an Auction at Our discretion and the Seller may withdraw, or sell a Lot prior at any point before the planned closing time of the Auction notwithstanding that the Auction has commenced and We shall not be liable to any person for any loss or damage suffered by reason of the fact that the Lot is withdrawn or sold prior, or the Auction is not, or cannot be held at all or at the date and time referred to in the Listing.

- h) It is possible that at any time up to the bidding close time amendments and/or additions may be made to the Conditions of Sale for the Lot or any other matters relating to it. Such amendments are published by means of written addendum. You will be deemed to have knowledge of such matters (including for the avoidance of doubt any late addendums that are added) and if Your bid is successful You will buy subject to them.
- i) Our decision on the conduct and outcome of the Auction via the Platform shall be final.
- j) If You are authorised by Us to Bid on a Property when the Auction opens, You will be able to place Bids on the property listing page in line with the pre-determined bid increment levels, please note a bid submitted outside of these set increment levels cannot be accepted by the bidding platform. Alternatively You may also submit a Maximum Bid. If You place a Maximum Bid the system will automatically bid on your behalf against active bidders, in the pre-set increments detailed on that lot, up to your maximum bid amount. Where the reserve for the property falls at, or below your maximum bid, the system will automatically take the reserve as your opening bid. If your maximum bid is above the reserve then the reserve will be taken as your opening bid and the system will then only continue to bid on your behalf, in the set increments and only up to your maximum bid, if there are other active bidders. So it is the case that You may be the highest bidder, assuming the reserve has been met, at a figure below your maximum bid, if there are no other active bidders.
- k) Bids once made cannot be withdrawn.
- l) The highest unique Bid meeting or exceeding the Reserve Price shall be deemed the successful Bidder.
- m) If two or more Bidders attempt to lodge identical Bids, the first Bid received and acknowledged by the Platform will take precedence.
- n) Each Bidder will be notified of the outcome of an Auction at the end of the Auction.
- o) We may refuse to accept a Bid in Our sole and absolute discretion without notice or providing a reason.
- p) Where there is a reserve price the seller may bid (or ask Us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
- q) All bidders must appreciate that their offer is binding and that the Auctioneer has full legal power to sign the Contracts on behalf of the Buyer, providing for completion in accordance with the Special Conditions of sale as applicable to that Lot.
- r) We shall have no liability where a bid fails to be received by the Auctioneer or is delayed, or where the bid is made in error for whatever reason.

## **7. PARTICULARS**

- a) The information contained within the Particulars are given in good faith. All descriptions, statements, dimensions, references to condition and permissions for the use and occupation or other details are made without responsibility and should not be relied upon as representation of fact.
- b) Unless otherwise stated, all prices, rents and other charges are quoted exclusive of Value Added Tax.
- c) No representation, warranty or undertaking whatsoever is made or intended to be made in respect

to:

- i. A property's state, condition, repair, permitted or future use or suitability for any purpose whatsoever
  - ii. the working condition and suitability for current and future use of any fixtures and fittings, heating systems, appliances or other items expressed to be included in the sale of any property, or whether such items are owned by the Seller
  - iii. whether or not there is any pollution or contamination in relation to the property to be sold or any other property in the nearby area or whether or not the property complies with any legislation relating to the environment, pollution or contamination.
- d) Any measurements and areas stated are approximate only.
- e) Any location or site boundary plans are reproduced with consent and under licence as follows: Promap including mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office.
- f) The plans and photographs shown in the catalogue are intended to assist You in locating the Property. They may not be drawn to scale and they are they not intended to provide definite legal boundaries. We cannot guarantee that they show the up to date position the date of the Auction, or completion of the sale with respect to any current occupiers of the Lot, or adjacent properties.
- g) We cannot guarantee any photographs show the up to date position as to the condition of the Lot at the date of the Auction, and no inference should be taken as to the overall condition of the Lot from whatever photographs are shown.
- h) Any information provided regarding the status of any tenant, or occupier will be from published sources available at the time the Particulars were prepared, but You should note that the information may be dated, circumstances change and the information should not be relied on or taken to represent fact as at the date of the Auction, or completion of the sale.
- i) Any statement made as to the Lot's potential for future use, development or refurbishment, or any estimate given as to as to current or future rental values are made purely as the Auctioneer's opinion and are not intended to provide formal advice to any party whatsoever and any such statement should not be relied on by any prospective Bidder or Purchaser.
- j) It is your responsibility to check that the Particulars of the sale and all other information about a Lot are accurate and complete before bidding and You should obtain your own independent professional advice to verify and check matters prior to bidding.
- k) Bidding at the Auction (or making any pre or post Auction offer) is only permitted on the basis that You accept that, to the maximum extent permitted by law, We will not be held responsible or liable for any loss, cost, claim, demand or damage that You may incur as a result of the Particulars and anything contained or referred to in the Catalogue being incomplete, inaccurate, or misleading.
- l) For the avoidance of doubt the Particulars, Areas and any Plans or Photographs used do not form constitute part of an offer or contract.
- m) Neither the Auctioneers, nor any person in their employment have any authority to make or give any representation or warranty whatsoever in relation to any Auction Lot.

## **8. CONDITIONS OF SALE**

- a) Each Lot, unless stated otherwise, is offered subject to the sale conditions comprising these Online Auction Terms and Conditions for Bidders and where compatible with a sale via the online auction Platform the Common Auctions Conditions (or any other form of sale conditions adopted by the Seller's solicitor when preparing the Legal Pack), the Auction Conduct Conditions, Our Extra General Conditions, Our Extra General Auction Conduct Conditions, Special Conditions and any Addendum.
- b) Copies of the Common Auctions Conditions, which includes the Auction Conduct Conditions, Our Extra General Conditions, and Our Extra General Auction Conduct Conditions can be found on Our main property auction website, [www.pugh-auctions.com](http://www.pugh-auctions.com).
- c) You may only bid in an Auction provided that You accept the Conditions of Sale.
- d) All Lots are offered on the basis that You are deemed to have read and considered the Conditions of Sale, the Legal Pack and any other relevant documents for the Lot(s) and taken all appropriate independent professional advice and necessary searches and enquiries before bidding.
- e) You do not rely on any information contained in the Particulars.
- f) The Legal Pack documents are made available for assistance purposes only. We cannot guarantee that they are complete, or give any assurance as to their accuracy. They are provided by the Seller's solicitor and note that any document may be revised, replaced or removed at any time prior to the bidding closing for that particular Lot. You should check directly with the Seller's solicitor whether the legal documents for the Lot You are interested in are complete and/or whether any document has been revised or replaced in the lead up to the Auction.
- g) The successful Bidder will be the party who has made the highest unique Bid at, or in excess of the Reserve price. They will be legally bound by all Conditions of Sale and a Contract for Sale is formed at that point and the successful Bidder hereby irrevocably authorises Us, at the end of the Auction, to sign the Sales contract and all other applicable document necessary to give effect to the agreement for Sale on behalf of the successful Bidder or, as the case may be, on behalf of the Purchaser of the Property in the event that the Bidder is acting as agent for such Purchaser.

## **9. PROCEDURE ON A SALE AT THE AUCTION**

- a) From the moment the Auction ends the successful Bidder will be legally bound by all Conditions of Sale and a Contract for Sale, is formed at that point.
- b) You agree that the entity bidding on any lot will be the entity entered on to the contract of sale. The entity must be a specifically named entity and not "nominees", "associates", "agent" or any other similar term. If You are not the named Purchaser You agree to provide written authority from the Purchaser that You are authorised to Bid on their behalf prior to being allowed by Us to bid on any Lot.
- c) You agree to pay the Deposit including sums due to Us.
- d) You agree to provide all necessary identity and residency verification identification for the Bidder, Purchaser(s), Beneficial Owners(s) and source of funds for the Deposit payment in accordance



with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.

- e) If You are not the named Purchaser You agree to provide written authority from the Purchaser that You are authorised to Bid on their Behalf and that We may sign the Sales Memorandum or Reservation Agreement their behalf. If this is not provided You agree that your name will be entered onto the Sales Memorandum or Reservation Agreement as the Purchaser and unless the Seller agrees otherwise the property will only be transferred at completion to the Purchaser named on the Sales Memorandum or Reservation Agreement.
- f) We will give a duplicate of the Sales Memorandum and sale contract, or Reservation Agreement signed on behalf of the Seller to your solicitor.
- g) The Lot may be at the Purchaser's risk from exchange and You agree that You are aware of the insurance provisions within the Conditions of Sale.

#### **10. SECURITY**

- a) You must treat any log in details as confidential and must not disclose it to any third party. You must notify Us immediately if You know or suspect that anyone other than You knows your username or password.
- b) We may in Our absolute discretion disable any username or password, or suspend or terminate your access on the Platform, at any time, if in Our reasonable opinion You have failed to comply with any of the provisions of these Terms.
- c) You warrant and represent that You have authority to use the Platform, register to participate in an Auction, Bid on a Property and enter into a binding contract to purchase a Property, whether on behalf of another person or Purchaser or otherwise.

#### **11. ANTI-MONEY LAUNDERING COMPLIANCE**

- a) If We have any suspicions regarding the Seller, The Bidder, Purchaser, Source of Deposit Funds and any relevant Beneficial owners We have various statutory obligations.
- b) If funds are sent to Our bank in circumstances where We are not satisfied with the evidence in respect of identity or source of funds, We may not be able to utilise or return funds if We are suspicious of the circumstances in which they were sent.
- c) If We are unable to comply Our obligations, or We have suspicions regarding any transaction then We reserve the right to decline any instructions from the Seller, Bidder, Purchaser and/or other relevant person. In such circumstances, We may not be able to return funds to the person from whom they originated or otherwise.
- d) Any statutory obligations in relation anti-money Laundering and counter-financing of terrorism will override Our business relationship with the Seller, Buyer, Purchaser and/or any other relevant person and it may not be possible for Us to discuss these issues with them or disclose the fact that We have taken appropriate action in instance where We are unable to comply Our obligations, or We have suspicions.

- e) We will not be liable to any person in any respect whatsoever as a result of Our taking any steps pursuant to any of the preceding provisions, or otherwise in compliance with anti-money Laundering and counter-financing of terrorism legislation.

## **12. POST EXCHANGE INSPECTIONS AND KEYS**

- a) You will not be entitled to keys or access to vacant properties until completion of the sale. However if access to the property is requested and the seller provides authorisation for such access to be provided then there will be a charge of £100 plus VAT per hour. Please note the selling client is under no obligation to accept such requests may in accepting a request apply specific conditions.
- b) Once We are advised by the Seller's solicitors that completion has occurred, the keys will be posted by recorded delivery, We take no responsibility for their delivery.
- c) Any keys We handover on completion are those that have been provided to Us by the Seller and We cannot guarantee that they will provide access to the whole, or any part of the property.

## **13. COMPLAINTS PROCEDURE**

- a) If You wish to complain about the level of Our service to You, in accordance with the requirements of the Royal Institution of Chartered Surveyors (RICS) We have a standard complaints procedure, a copy of which is available on request.
- b) The RICS Requirements apply to parties to whom We owe a duty of care.

## **14. PRIVACY POLICY AND DATA PROTECTION**

- a) Please view Our privacy policy to ensure that You are aware of how We use your personal data. Details of Our privacy policy can be found at <https://www.pugh-auctions.com/privacy-policy> .

## **15. MISCELLANEOUS**

- a) We do not guarantee that the Platform will be secure or free from bugs or viruses. You should use your own virus, malware and any other online threat protection software.
- b) You are responsible for making your own arrangements to access, send and receive communications or notifications from and in relation to the Platform.
- c) If a successful Bidder and/or the Purchaser does not comply with the any of the provisions of these, or any of the Conditions of Sale, We and/or the Seller reserves the right to treat that failure as the successful Bidder's repudiation of the Contract of Sale on behalf of the Purchaser. In such circumstances, We and/or the applicable Seller may have a claim against the winning Bidder personally for breach of contract.
- d) We will be under no liability to the Bidder or the Purchaser in respect of any loss or damage suffered by the Bidder or the Purchaser as a result of Our exercising Our rights under these Terms.
- e) We cannot guarantee that notifications (including Bids) or e-mails sent to Us or by Us will not be viewed or intercepted whilst en route. The use of Internet e-mail carries certain risks. Confidentiality may be breached, messages may be lost or delayed, or may not be read, and viruses may be transferred through the use of e-mail. We cannot accept responsibility for loss

which You suffer as a result of the use of Internet e-mail for communication between Us, or between Us and third parties.

- f) We suggest that, when sending a time critical e-mail to Us, You telephone to ensure the intended recipient is aware that a message has been sent.
- g) You are solely responsible for securing and backing up any of your content, or records of any communication or notification from or to Us in relation to the Platform.
- h) These terms and your use of this website and the Platform is governed exclusively by English law and any disputes arising from or in connection with these terms and any other associated terms and conditions and your use of this website shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- i) If any provision of these terms or any other of Our associated terms and conditions or your use of this Website and the Platform (or any document incorporating them) or part of any provision is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- j) If any provision of these terms or any other of Our associated terms and conditions or your use of this website (or any document incorporating them) or part of any provision is found wholly illegal, invalid or unenforceable and not possible of reasonable modification, that provision or part-provision shall, to the extent required, be deemed not to form part of Our agreement with You and the validity and enforceability of the other provisions shall not be affected.
- k) You ACKNOWLEDGE THAT You ARE SOLELY RESPONSIBLE FOR THE USE TO WHICH You PUT THESE TERMS, THE PLATFORM AND Our WEBSITE AND ALL THE RESULTS AND INFORMATION You OBTAIN FROM IT AND THAT ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, REPRESENTATIONS AND TERMS WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- l) Save in respect of liability for death or personal injury arising out of negligence or for fraudulent misrepresentation, We and all contributors to this website hereby disclaim to the fullest extent permitted by law all liability for any loss or damage including any consequential or indirect loss or damage incurred by You, whether arising in tort, contract or otherwise, and arising out of or in relation to or in connection with your access to or use of or inability to use these terms, and any other of Our associated terms and conditions and Our website, or the Platform.
- m) Any persons employed by Us who carry out Our obligations under these Terms do so as representatives of Us and without personal liability.