



Terms and Conditions

These terms and conditions govern the agreement between you, the seller, and Sell for You (the 'company'). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these terms and conditions, please do not use the company service. These terms and conditions may be updated from time to time without notice. If you have any questions on the terms and conditions, please contact 'Sell for You' on 0203 556 7854.

In these terms:

"Auction" means the auction of the property conducted in accordance with eBay's current terms and conditions.

'Auction costs' means the fees charged by eBay and Paypal.

'Auction listing' means the listing of the property on the eBay website.

"Buyer" means the highest bidder for the property provided that the bid is above the minimum sale price.

"Fee schedule" means the fee schedule provided on request.

"Minimum sales price" means the minimum sale price for the property agreed between the company and the seller before the auction begins.

'Property' means the property of the seller being sold by auction.

'Purchase money' means the money received by the company from the buyer in cleared funds.

'Returns' mean the property which for whatever reason is returned to the company by the buyer after purchase money has been collected by the company.

'Return period' means the 14 days following receipt of the purchase money.

'Seller' means the person instructing the company to sell his/her property on eBay.

2. Service

Subject to these terms and conditions the company will act as agent on behalf of the seller to offer property for auction on the eBay website. Such service will include the listing of the property for auction and collecting payment on behalf of the seller.

3. The Auction

3.1 The company will collect (where agreed) and hold the property and offer it for auction on eBay.

3.2 If the property is better stored at the seller's premises the company will arrange to view the property at such premises and take photographs for the auction listing.

3.3 The company will prepare the auction listing in accordance with the seller's instructions.

3.4 At the end of the auction, the company will collect the purchase money from the buyer and pay the auction costs to eBay.

3.5 The company will arrange for delivery of the property to the buyer on receipt of the purchase money, or where a deposit is to be paid upon receipt of cleared funds in payment of the deposit.

3.6 Within [7] working days of the end of the return period, the company will forward the purchase money to the seller less auction costs and the company's fees charged in accordance with the fee schedule.

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3.7 The company will take receipt of returns from buyers.

3.8 In the event that the property is not sold the company will notify the seller at the end of the auction. In such

circumstances the auction costs will be payable but the company will not charge the seller a fee. The seller may enter into a further auction with the company for the property or, at its own expense recover the property from the company. If the property is not recovered from the company within 30 days of the end of the auction the company may dispose of the property at its own discretion.

4. Fees

4.1 The company's fees will be charged in accordance with the fee schedule.

5. The seller's obligations

5.1 The seller confirms that:

5.1.1 all information provided to the company regarding the property is true and accurate;

5.1.2 it is the owner of the property, or is properly authorised to sell the property by the true owner and that it is able to transfer full ownership of the property to the buyer free from any other claim. The seller must produce evidence of ownership and/or authorization to sell the property upon request;

5.1.3 in addition to these terms it will comply with the rules of eBay;

5.1.4 it agrees to the fee schedule that is provided as part of these Terms;

5.1.5 it will not do or say anything that will interfere with the proper and fair progress of the auction once underway;

5.1.6 it will pack the property securely and send it by recorded delivery if it is sending the item to the company or directly to the buyer.

6. The company's obligations

6.1 The company confirms that:

6.1.1 it will represent the seller's best interests in all correspondence with prospective buyers for the property.

6.1.2 it will endeavour to deliver the sold property to the buyer on time.

7. The company's liability

7.1 In the event that the buyer and seller have a dispute, the company (including its officers, directors, agents and employees) will not be liable for any claims, demands and damages arising out of or in any way connected with such a dispute.

7.2 Whilst the company will do everything possible to secure the safety of the seller's property, the company is not liable for any loss or damage direct, consequential or otherwise that the seller may suffer as a result of this agreement.

7.3 Nothing in these terms is intended to limit, restrict or exclude any liability on the part of the company were applicable law prohibits such limitation, restriction or exclusion.

8. Risk and property

8.1 The company is acting solely as agent for the seller. At no time during the term of this agreement does the company take ownership of the property.

8.1 Risk of damage to or loss of the property shall pass from the seller to the buyer on delivery to the buyer.

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9. Personal information

9.1 The company will hold any personal information we receive in accordance with the data protection act 1998.

10. Withdrawal of property by the seller

10.1 If the seller chooses to withdraw the property from the auction/sale and no bids are received over the starting price a £40 administration fee will apply plus any related eBay fees or expenses.

10.2 If the seller chooses to withdraw the property from the auction/sale after bids have been received at or over the starting price, the seller will be liable to pay the full company fees for a completed sale plus any related eBay fees or expenses as set out in the fee schedule.

11. General

11.1 If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.

11.2 The contract shall be governed by the laws of England, and the seller agrees to submit to the non-exclusive jurisdiction of the English courts.

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