THE AUCTION COMPANY (UK) LTD

Website Terms of Use

Version 1.0 · Effective 23 November 2026

Document	Website Terms of Use
Version	1.0
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These terms tell you the rules for using our website, www.theauctioncompany.co.uk (**our site**). Please read them before you use our site. By using our site, you accept these terms. If you do not agree, please do not use our site.

1. Who we are and how to contact us

Our site is operated by **The Auction Company (UK) Ltd** (**TAC**, **we**, **us**), a company registered in England and Wales under company number 12043088, with our registered office and trading address at 5 Regent Street, Rugby, Warwickshire, CV21 2PE. We are a member of The Property Ombudsman and are supervised by HMRC for anti-money laundering purposes (registration MLR-259742).

To contact us, email compliance@theauctioncompany.co.uk, call 0333 207 2707 or write to us at the address above.

2. Other terms that apply

- Our **Acceptable Use Policy** sets out what you may and may not do on our site. It forms part of these terms.
- Our **Privacy Notice** explains how we use your personal data.
- Our **Cookie Policy** explains the cookies and similar technologies used on our site.
- **Bidding and auction registration** take place on our online auction platform, auctions.theauctioncompany.co.uk, which is provided by EIG. That platform has its own terms of use, and each auction lot is sold under its own conditions of sale, legal pack and any special conditions. Those terms, not these, govern bidding and buying at auction.
- If you instruct us to sell a property, our terms of business with you apply to that service.

All of these documents are available from the links on our site or on request.

3. Changes to these terms and to our site

We may change these terms from time to time by publishing a new version on our site. Please check them each time you use our site, as the version in force at that time applies. We may update or change our site at any time, for example to reflect changes to the properties we are selling or our services.

4. Using our site

- Our site is free to use. We do not guarantee that it, or any content on it, will always be available or uninterrupted, and we may suspend or withdraw all or part of it for business or operational reasons.
- Our site is intended for people in the United Kingdom. We do not represent that its content is appropriate for use, or available, elsewhere.
- You are responsible for making sure that anyone who uses our site through your internet connection knows about these terms and follows them.

5. Property information

We take care to make sure property details, guide prices and other information on our site are accurate when published. Property descriptions are a guide and do not form part of any contract. In particular:

- **guide prices** are an indication of the seller's expectations and are not necessarily the price the property will sell for, and may change;
- measurements, floor plans, photographs and descriptions are approximate and for illustration only;
- fees payable by buyers, such as the buyer's premium, are stated in each lot listing and in the conditions of sale and legal pack for that lot. They are payable in addition to the purchase price, so please read them before you bid; and
- you should make your own enquiries, inspect the property and take independent legal and other professional advice before bidding or making an offer.

Nothing on our site is financial, legal or investment advice.

6. Intellectual property

We own, or are licensed to use, all intellectual property rights in our site and the material on it, including text, photographs, videos, logos and design. You may view our site and print or download extracts for your own personal use, or to consider a property purchase or sale. You must not copy, republish or use any content for commercial purposes, or remove any copyright or other notices, without our written permission. Our status, and that of any identified contributors, as the authors of content on our site must always be acknowledged.

7. Information you give us

When you send us an enquiry, an offer or other information through our site, you confirm that it is accurate and that you are entitled to give it to us. We use your personal data as described in our Privacy Notice. Any material you contribute must meet the content standards in our Acceptable Use Policy. Offers submitted through our site are not binding on any seller until a contract is agreed in the normal way.

8. Links to and from other websites

Our site contains links to, and content from, other websites and services, including our EIG auction platform, YouTube, Spotify and Trustpilot. These are provided for your information only. We have no control over their content and are not responsible for them or for any loss that may arise from your use of them. You may link to our home page, provided you do so fairly and lawfully and in a way that does not damage our reputation or suggest any association, approval or endorsement on our part where none exists.

9. Viruses and security

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for your own device and software and should use your own virus protection. You must not misuse our site by knowingly introducing viruses or other harmful material, or by trying to gain unauthorised access to our site, its server or any connected system. Doing so may be a criminal offence under the Computer Misuse Act 1990, and we may report it to the authorities.

Fraud warning. Always confirm bank details by phone on a number you know is genuine before sending money.

10. Our responsibility for loss or damage

- We do not exclude or limit our liability where it would be unlawful to do so, including liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- **If you are a consumer**, we only provide our site for domestic and private use, and we are not liable to you for any loss of profit, loss of business, business interruption or loss of business opportunity. If defective digital content that we have supplied damages a device or digital content belonging to you, you may have rights under the Consumer Rights Act 2015.
- **If you are a business**, to the extent permitted by law we exclude all implied conditions, warranties and representations that may apply to our site or its content, and we will not be liable for any loss or damage arising from your use of, or inability to use, our site or your reliance on its content, or for any loss of profits, sales, business, revenue, goodwill or anticipated savings, or any indirect or consequential loss.

- These terms do not affect your rights under any contract you enter into with us or a seller, or your statutory rights.

11. Complaints

If you have a complaint about our services, please follow our **Complaints Procedure**, available from the link on our site. As a member of The Property Ombudsman, we follow its Code of Practice.

12. General

- If any part of these terms is found to be unenforceable, the rest will remain in force.
- If we do not enforce any of these terms straight away, we can still enforce them later.
- These terms are governed by the law of England and Wales. You and we both agree that the courts of England and Wales will have jurisdiction, except that if you are a consumer living in Scotland or Northern Ireland you may also bring proceedings in your local courts.

The Auction Company (UK) Ltd, registered in England and Wales, company number 12043088. Registered office: 5 Regent Street, Rugby, Warwickshire, England, CV21 2PE. Tel 0333 207 2707. www.theauctioncompany.co.uk