



[www.ribs.auction](http://www.ribs.auction)

**Terms and Conditions for Website**

**Revision H last updated 22/03/24**

## **Ribs.auction Terms and Conditions “The Legal Stuff”**

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### **1. Terms of Website use**

- a. This page (together with the documents referred on it) informs you of the terms and conditions under which you may make use of the website ribs.auction (“the site” or “Website”) whether as a registered user, lister of items, buyer, seller, guest or anyone or any organisation related to the transfer of ownership of items via the Website.
- b. These terms and conditions apply to all use of the website to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade custom, practice or course of dealing.
- c. This also provides the terms and conditions of the Secure Client Account which holds funds from the buyer until the transaction is complete and the funds are released to the seller. These funds are entirely separate from the assets of Niche Auctions Ltd and Ribs.auction and as such are entirely secure.
- d. The listing of items and the agreement to purchase an item operates under these Ribs.auction terms and conditions.
- e. It is vital that you read all these terms and conditions carefully as by using the site you indicate that you accept these terms and conditions and that they are binding on you. Such terms will apply to your use of the site to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade custom, practice or course of dealing.
- f. If you do not agree to these terms you must refrain from using the site.

### **2. There are other terms which may apply to you.**

- a. These terms of use refer to the following additional terms, which also apply to your use of our site:
  - i. Our Privacy Policy . his sets out how we may use your personal information.
  - iii. Our Cookie Policy, which sets out information about the cookies on our site.

### **3. We may make changes to these terms**

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

### **4. We may make changes to our site.**

We may update and change our site from time to time [to reflect changes to our products, our users' needs and our business priorities.

**5. Niche Auctions Ltd**

- a. ribs.auction is a site operated by Niche Auctions Ltd (“Niche Auctions”). Niche Auctions is registered in England under registration number 12053210 and our registered office is 9 High Street, Wellington, Somerset TA21 8QT.
- b. As the site has only recently opened we are not yet VAT registered. Once we have exceeded the threshold for VAT we will register, and our VAT number will be displayed here.
- c. To contact us, please use the contact page on the site.
- d. We recommend that you print a copy of these terms for future reference.

**6. Ribs.auction**

- a. The Website is a platform to place buyers and sellers of rigid inflatable boats, and outboards, in contact with each other and facilitate the way in which they transfer the ownership of said items.
- b. The site contains material in the form of listings submitted by third parties and Niche Auctions accepts no responsibility for the content or accuracy of such listings or makes any guarantee of the contents of the Website in respect of the existence or availability of anything listed what-so-ever.
- c. As such Niche Auctions cannot be construed to be part of the transfer of ownership of items listed and purchased via the Website and all liabilities and legal responsibilities of the buyer and the seller rest with the buyer and the seller and not Niche Auctions Ltd. Sellers are responsible for agreement with buyers to their own terms they may wish to enforce in respect of sales, besides those set out in any applicable legislation.
- d. Any communication between the Buyer and Seller prior to the payment for goods being made must be through the Website. Any attempt to communicate directly outside the Website and/or complete transactions on listed items by not using the Website will result in the buyer and the seller being denied access to the site.

**7. Compliance with all relevant legislation and guidance notes**

The buyer, seller or anyone or any organisation related to the transfer of ownership of items via the Website accepts that the responsibility to comply with all conditions of all relevant legislation and related guidance notes lies with those parties and in no way can it be construed that any such liability rests with Niche Auctions Ltd and warrants that they shall comply with all applicable laws.

**8. Limitations on use of site**

- a. Any use of the Website is limited to any RIBS and outboards.
- b. Any other items which fall within these categories, should not be listed.

- c. Should you feel strongly that there is another subject matter which would benefit from a Website similar to ribs.auction that would specialise in that niche area please do not hesitate to contact us using the contact us page on the site.

**9. Accessing our site**

- a. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Niche Auctions reserve the right to withdraw or amend the services it provides on the site, and/or restrict access to part of or the entire site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- b. We will not be liable if for any reason our site is unavailable at any time or for any period.
- c. If you are provided with or enter your own password or other information as part of the security in accessing the site or part of the site this must not be shared or divulged to another party. We have the right to disable your access if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- d. You are responsible for ensuring that all persons accessing this site through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.**

**10. We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**11. Liability**

- a. The content on our site (besides 'listings' dealt with at clause 6(b) and (c)) is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- b. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
- c. To the extent permitted by law, Niche Auctions Ltd hereby expressly exclude:
  - i. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
  - ii. Any liability for indirect or consequential loss or damage incurred by any user in connection with the use, inability to use, or results from the use of the site, any

websites linked to it, any companies advertising on the site and any materials posted on it, including, without limitation any liability for:-

1. Loss of income or revenue.
  2. Loss of business.
  3. Loss of profits or contracts.
  4. Loss of anticipated savings.
  5. Loss of data.
  6. Loss of good will.
  7. Wasted management or office time.
- iii. Any liability for failure by buyer, seller, guest or anyone or any organisation related to the transfer of ownership of items via the Website to comply with any relevant legislation and guidance notes.
- iv. If you use our Website as a consumer and defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you as consumer could have avoided by having in place reasonable virus protection software which is available to you.
- v. Any liability for loss or damage caused by viruses or any other technological harmful material which may infect your computer equipment, programs, data or other electronic materials due to downloading any materials posted on it or any website linked to it.
- vi. Damage in transit and
- vii. Any other loss or damage of any kind, however so arising and whether caused by tort (including negligence), breach of contract or otherwise.
- d. This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any liability that cannot be excluded or limited under applicable law.
- e. Subject to subsection (d) above, our total liability to any user, visitor or anyone or any organisation related to the transfer of ownership of items via the Site, in respect of any claim shall not exceed the income received from the claimant's use of the Site within the last twelve months.**

## **12. Uploading material to the Site**

- f. Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards of the site.

- g. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- h. Any material uploaded to the site in the listing section by you will be treated as non-confidential and non-proprietary. This information and these materials have not been verified or approved by us. The views expressed by you on our site do not represent our views or values.
- i. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in '*Rights you are giving us to use material you upload*' at clause 13 below. Niche Auctions Ltd has the right to use, copy, distribute and disclose this material to third parties for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- j. Niche Auctions Ltd have the right to remove any material or posting made on the site if in our opinion such material does not comply with the terms and conditions of the site or is inappropriate in any way. Niche Auctions Ltd does not have to justify its reasons for the rejection of any listing. You are solely responsible for securing and backing up your own content.
- k. Should a listing be removed as it does not comply with the terms and conditions no refund of any costs incurred by the Seller will be due.
- l. Any information uploaded onto the Website must not:-
  - i. Be false, inaccurate, or misleading.
  - ii. Infringe any copyright.
  - iii. Be fraudulent or involve the sale of counterfeit or stolen items.
  - iv. Be in breach of any applicable laws and regulations.
  - v. Link directly or indirectly to include descriptions of goods or services that are prohibited under these terms and conditions.
  - vi. Be unfit for purpose.
  - vii. Be terrorist, defamatory, obscene, or offensive content.
- h. If you wish to complain about content uploaded by other users, please contact us via the contact page on the website.
- i. By listing an item on the site all business sellers agree that at the point that the auction ends or the 'Buy it Now' has been completed the following information will be available to the buyer (please note that this is not applicable to private sellers):-
  - i. The trading name of the business.
  - ii. A geographic address where the business is established.
  - iii. Your VAT number, if applicable.

- iv. Details of any complaints handling procedure.

**13. Our right to use material you upload**

a. When you upload or post content to our site, you grant us the following rights to use that content:

- i. a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform your content in connection with the auction service provided by the Website and across different media. We may also wish to use the content to promote our site.
- ii. a licence to allow third parties (for example, other users, partners or advertisers) to use the content for their purposes in accordance with the functionality of the site.

The licence shall remain in place until your content is deleted from the site by either you or us.

- b. All photographs used on the site must have the prior consent of the photographer. The seller is responsible for obtaining all relevant approvals. Niche Auctions Ltd cannot be held responsible for any copyright infringement for third party uploaded content.

**14. Payment and transfer of funds**

- a. Upon placing a bid, should they be successful, the buyer is entering a legal contract to pay for the item at the price of the bid plus the buyer's premium based upon the terms and conditions of the standard sales contract used by the site
- b. The contract between the parties is created by offer and acceptance.
- c. Upon delivery/collection of an item both parties must complete and sign the standard sales contract and both the buyer and the Seller must each send a separate copy/photograph of the fully executed contract to ribs.auction at [admin@niche-auctions.co.uk](mailto:admin@niche-auctions.co.uk). Upon receipt of the signed sales contracts Niche Auctions Ltd then releases the funds to the seller
- d. **For the avoidance of doubt, for auctioned items a seller listing an item for sale is an invitation for offers only, any bid placed by a buyer constitutes an offer and the end of the auction is the acceptance of the highest bid by the seller which is the point at which the contract between the two parties is formed. In respect of 'buy it now' items the seller listing an item for sale at a particular price is the offer and the buyer committing to buy the item through the site is the acceptance which is the point at which the contract between the two parties is formed.**

- e. Payment of the funds relating directly to the purchase of the item and payment of the buyer's premium will be made (via a link on the Website) to our Secure Lloyds Bank Plc Client Account where they will be held and not form an asset of Niche Auctions Ltd or Ribs.auction . Therefore, in the event of any business failing of Ribs.auction or Niche Auctions client funds will be completely safe. Upon satisfactory completion of the transfer of ownership the funds are then released to the Seller.
- f. The funds will be released upon receipt of the signed sales contracts by Niche Auctions or in the event of a sales contract not being received and no incident reports being received from the buyer or seller automatically to the seller after 35 days has elapsed from the time the funds were received by Niche Auctions Ltd, unless an incident report has been lodged within 30 days of the delivery of the goods.
- g. All incident reports must be submitted by email to [admin@niche-auctions.co.uk](mailto:admin@niche-auctions.co.uk) with the words 'INCIDENT REPORT' in the email header.
- h. An incident report may be raised by either party if the goods are not described, delivery has not taken place, or any other issue has occurred where the satisfactory transfer of ownership has not been completed. Also, an incident report could be raised with the agreement of both parties if for example the transaction is for a RIB and the delivery has been mutually agreed to be outside the normal anticipated period.
- i. In the event of an incident report being raised the funds will continue to be securely held in the Niche Auction Ltd secure client account until the matter has been resolved.
- j. If the party who has raised the incident report does not respond to reasonable requests for the incident report to be rescinded, then a formal notice to refer the matter to an alternative dispute resolution method will be raised. If this notice is ignored for a further 14 days then the incident report will be rescinded by Ribs.auction and the funds released to the seller.
- k. Alternatively, should the notice be responded to and the matter remains in dispute it will be settled through mediation or an alternative dispute resolution method. Any liability of costs for this process will be as assigned by the decision of the dispute resolution method employed (see following section).
- l. .All funds are held securely and separately so in the extremely unlikely event that Ribs.auction or Niche Auctions Ltd ceased trading any funds held would still be available. This provides the buyer and seller complete peace of mind in respect of the financial aspect of the transaction.

#### **15. Money Laundering Regulations**

- a. Under the Money Laundering Regulations is required by law to establish the identity of the buyer and seller involved in the transaction. .
- b. As part of the contract process the following information, (for an individual or for companies, one director) is required to be presented by both the Buyer and the Seller for



review by the other party and the appropriate part of the sales contract to be completed to say that these documents have been reviewed, as listed in (i) to (iii) below. This information will not be used for any other purpose than compliance with the law and will not be disclosed to any third party besides Escrow Custodian Services and their bankers. Should fraudulent or criminal acts be believed to occur, the information may, at the discretion of Niche Auctions Ltd, be released to the relevant Police or law enforcement authority

- i. A photo bearing document such as current passport, photocard driving licence or national identity card; and
  - ii. Evidence of your current address such as recent utility bill, driving licence or bank statement;
  - iii. And for businesses, the company's certificate of incorporation and registered business address
- c. This information meets not only meets the guidelines of the law but it also provides both the buyer and seller with confidence in the way the site operates and how it protects their funds through a transaction.

**16. Disputes, Issues, refunds and returns**

- a. In the event of any issue or dispute that arises between any of the parties involved in the transfer of ownership of items listed on the site in relation to either the item in question, the transaction itself or the legal requirements connected with the transfer is solely a matter for the parties concerned and Niche Auctions Ltd does not accept any responsibility or have any liability in resolving such issues.
- b. Any business seller on the site will have listed their details in respect of the procedure that needs to be followed for complaints and that should be followed. 99% of issues are resolved in this manner.
- c. However, without affecting the aforementioned stated position, in the event of an issue arising between buyer and seller an incident report (that will freeze the funds held in the client account) can be raised by either party within 30 days of the transaction, as detailed on the contact us page. Should the matter not be resolved between the buyer and the seller, Niche Auctions Ltd can be asked to investigate and attempt to mediate in the matter. If both parties agree to appoint Niche Auctions Ltd to mediate in the matter, then the decision reached by Niche Auctions Ltd will be full and final and binding on both parties.
- d. In the event of an incident report being raised and both parties not accepting Niche Auctions Ltd's mediation then alternative dispute resolutions will have to be sought by the parties entirely separate from Niche Auctions Ltd.
- e. Upon the resolution of the matter the funds previously held by in the secure client account will then be released to the seller or returned to the buyer.

- f. Unless specifically mentioned otherwise in the listing the postage and packing costs for returning an item to the seller for a refund is the responsibility of the buyer.
- g. In the event of a transaction not being completed the re-payment of the buyer's premium is not usually refunded, although Niche Auctions will consider any applications (made via the contact us page) for refunding of the buyer's premium based on the circumstances. Niche Auctions Ltd ruling in these matters is final.

**17. Intellectual property rights**

Niche Auctions Ltd is the owner of all intellectual property rights of the site and all material published on the site. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

**18. Viruses, Hacking and other offences**

- a. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- b. You or any user of the site must not misuse our site knowingly introducing any material which is malicious or technologically harmful. You or any user of the site must not attempt to gain unauthorised access to the site, the server or any other computer or database connected to the site.
- c. Breach of this provision is a criminal offence under the Computer Mis-use Act 1990. Any such action will be reported to the relevant enforcement authority and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach or any other breach of these terms and conditions your right to use the site will cease immediately.

**19. Packaging and shipping**

- a. Niche Auctions Ltd recommends that if not collected in person all items are hand delivered or collected or shipped by licenced carrier and signed for upon delivery by completion of the standard sales contract and due consideration is given to packaging items in a manner that will fully protect items in transit.
- b. Niche Auctions Ltd recommends that the seller and buyer both independently take a short video of the item upon delivery/collection showing its condition at that time
- c. The matter of liability of any damage caused in transit is between the shipper and the buyer. Niche Auctions Ltd cannot mediate in such situations apart from the effect this may have on the transaction between the buyer and the seller. Niche Auctions Ltd recommends that insurance is taken out with the buyer's courier in respect of any potential damage that could be caused.

## **20. Website links**

- a. If the site contains any website links to other sites and resources provided by third parties, these are provided for information purposes only.
- b. Niche Auctions Ltd confirm that any links either from or to the site do not suggest any form of association, approval or endorsement of those sites or information contained on them on our part where none exists.
- c. We reserve the right to withdraw linking permission without notice.
- d. The website in which you are linking must comply in all respects with the content standards for the site.
- e. Niche Auctions Ltd have no control over the content of those sites or resources and accept no responsibility for any loss and/or damage that may arise from their use.

## **21. Jurisdiction and Applicable law**

- a. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the site.
- b. The terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed in accordance with the law of England and Wales.

## **22. If a court finds part of this contract illegal, the rest will continue in force.**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **23. Even if we delay in enforcing this contract, we can still enforce it later.**

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you breach our terms in uploading content and cause us damage or loss as a result, and we do not take immediate action to recover that loss, we can still do so at a later date.

## **24. Concerns**

If you have any concerns regarding these terms, please contact us using the 'contact us' page on the site.