

# **BELMONT BEC ONLINE AUCTION BIDDER TERMS AND CONDITIONS**

These terms and conditions govern the online auction and by registering for the auction you agree to be bound by them.

These terms and conditions may be varied from time to time so you should ensure you read them each time you register.

## **1. Definitions**

- 1.1. "Auction Website" means the online auction website operated by the Belmont Business Enterprise Centre Online Auction Website run by an administrator and through which you participate in the online auction.
- 1.2. "Auction" means the online auction in which Bidder participates referred to as "We".
- 1.3. "Bid" means the offer to purchase an item submitted by you during an Auction.
- 1.4. "Item" means the item being auctioned on the Auction Website.
- 1.5. "You" means the bidder.
- 1.6. "Winning Bid" means the highest Bid received by Auction Website during the Auction for an Item.

## **2. Bidder's Obligations**

**You agree to register on the website to participate in the auction.**

- 2.1. You agree to provide accurate and complete information during the registration process.
- 2.2. You are responsible for all Bids placed under your username and password.

## **3. Auction Website's Obligations**

- 3.1. We agree to provide you with access to the Auction Website and the ability to participate in Auctions.
- 3.2. We reserve the right to refuse your registration or participation in an Auction.
- 3.3. We may cancel an Auction or remove an Item from an Auction at any time and for any reason.

## **4. Bidding**

- 4.1. You may place Bids on an Item until the Auction ends.
- 4.2. The Winning Bid will be the highest Bid received by us during the Auction for an Item.
- 4.3. You may withdraw a Bid at any time prior to the end of an Auction.

## **5. Payment and Delivery**

- 5.1. You agree to pay the Winning Bid amount plus any applicable taxes and fees.

- 5.2. Payment must be made by the approved online payment method specified on the Auction Website and winning bid payments will be securely processed, in Australian currency, via the Stripe.com secure credit card payment processing platform. All Bidder's payment information will be confidentially collected, stored, and protected.
- 5.3. Payment deadline is 21 days after date when you have been notified by email of your winning bid on a particular item. Winning bids will be forfeited if payment is not received within 21 days.
- 5.4. We will arrange for delivery of the Item to Bidder after payment has been received for the item and the delivery cost.

## **6. Disclaimer of Warranties**

- 6.1. We make no representations or warranties about the accuracy, reliability, completeness, or timeliness of the information on the Auction Website.
- 6.2. We make no representations or warranties about the quality, safety, or legality of the Items being auctioned.

## **7. Limitation of Liability**

- 7.1. We Shall not be liable for any damages, including without limitation, direct, indirect, incidental, special, or consequential damages arising out of or in connection with Bidder's use of the Auction Website or participation in an Auction.

## **8. Indemnity**

- 8.1. You indemnify and hold us harmless from any and all claims, damages, expenses, and liabilities arising out of or in connection with your use of the Auction Website or participation in an Auction.

## **9. Governing Law and Jurisdiction**

- 9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Western Australia without giving effect to any principles of conflicts of law.
- 9.2. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Western Australia.

## **10. Bid Increments**

- 10.1. You agree to follow the Bid increments set by Auction Website during an Auction.
- 10.2. Bid increments may vary depending on the value of the Item being auctioned.

## **11. Reserves**

- 11.1. We may set a Reserve price for an Item being auctioned.
- 11.2. The Reserve price is the minimum amount that Auction Website is willing to accept for the Item.
- 11.3. If the Winning Bid does not meet or exceed the Reserve price, Auction Website may withdraw the Item from the Auction.

## **12. Auto-Bidding**

- 12.1. You may use the auto-bid feature during an Auction.
- 12.2. The auto-bid feature allows you to set a maximum Bid amount for an Item.
- 12.3. We will automatically place Bids on Bidder's behalf up to the maximum Bid amount.
- 12.4. You are responsible for monitoring the Auction and adjusting the auto-bid feature, as necessary.

### **13. Termination**

- 13.1. This Agreement may be terminated by either party at any time with or without cause.
- 13.2. Termination of this Agreement shall not affect any rights or obligations that have already accrued.

### **14. Entire Agreement**

- 14.1. This Agreement is the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to the subject matter of this Agreement.
- 14.2. No amendment or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

### **PRIVACY**

We respect your privacy and no information provided by you when registering will be retained by us. It will be deleted after each auction.