TATTERSALLS LIMITED – ONLINE AUCTION TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR THE ONLINE AUCTION FACILITY

1. Interpretation and Definitions

1.1. The following definitions apply in these Online Auction Terms:

Application
an application to join an Auction as an Online Auction User in accordance with clause 3.1.

Auction
An online auction operated by Tattersalls through the Online Auction Facility.

Bidder
means an Online Auction User who makes a bid on a Lot using the Online Auction Facility.

Consumer
means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

Lot
any lot offered for sale at an Auction.

Online Auction Facility
means the online auction facility offered by Tattersalls to Online Auction Users on the Website.

Online Auction Terms
these terms and conditions, as amended from time to time.

Online Auction User
means a user of the Online Auction Facility.

Online Conditions of Sale
the Tattersalls online conditions of sale, as amended from time to time, a copy of which can be found at the following link [https://www.tattersalls.com/uploads/general/onlineconditionsofsale.pdf]

Tattersalls
Tattersalls Limited a company incorporated in England and Wales Company number 00791113, whose registered office is Terrace House, Newmarket, Suffolk, CB8 9BT.

Website
means:

- where the Auction relates to the sale of Lots at Ascot, the website is [https://www.tattersallsascot.com]
- where the Auction relates to the sale of Lots at Cheltenham the website is [https://www.tattersallscheltenham.com]
- where the Auction relates to the sale of Lots at Newmarket the website is [https://www.tattersalls.com]

2. The Online Auction Facility

2.1. Tattersalls offers, on the terms and conditions of these Online Auction Terms, an Online Auction Facility to Online Auction Users who wish to make bids on Lots sold at Tattersalls Bloodstock Sales in respect of online auctions of Lots.

2.2. These Online Auction Terms shall apply to all bids made by an Online Auction User using the Online Auction Facility.

2.3. In addition to these Online Auction Terms, the Online Conditions of Sale, shall apply to any bid made by an Online Auction User through the Online Auction Facility.

2.4. The Online Auction Facility is for use by Online Auction Users acting for the purpose of business only. If you are a Consumer then you are not permitted to the the Online Auction Facility.

2.5. By using the Online Auction Facility, you confirm that you accept these Online Auction Terms and the Online Conditions of Sale and you agree to comply with each of them.
2.6. If you do not agree to these Online Auction Terms, you must not use the Online Auction Facility.
2.7. Tattersalls recommends that you print a copy of these terms for future reference.

3. Application

3.1. If you wish to bid on any Auction of a Lot through the Online Auction Facility, you must be logged in to your Tattersalls Website user account and make an application to join the relevant Auction by clicking "Join Sale" in respect of that Auction (Application). Any Application you make will be considered by Tattersalls in accordance with clause 4 of these Online Auction Terms.
3.2. These Online Auction Terms apply to any Auction where the Online Auction Facility is used. By joining an Auction, you agree to these Online Auction Terms and in respect of your participation in and any bid you make in an Auction, you agree to the Online Conditions of Sale.
3.3. As an Online Auction User, you represent and warrant to Tattersalls that:
(a) you are at least 18 years old;
(b) you are not a Consumer;
(c) in respect of any bid you make through the Online Auction Facility, you are making such bid for purposes which relate to your trade, business, craft or profession;
(d) all information you provide to Tattersalls in respect of your Application is complete;
(e) you will not manipulate the price of any Lot or another Online Auction Users' listing including by placing fake bids, hindering another Bidder or disrupting an Auction in any way;
(f) you will not bid on any Lot unless you are financially able to pay the full bid price made for the Lot;
(g) you will not transfer or assign your account to another party without Tattersalls' prior written consent;
(h) you will not infringe the copyright or other intellectual property rights of any other person;
(i) you will not engage in spamming or other conduct involving the sending of bulk electronic or unsolicited communications, chain letters or pyramid schemes;
(j) you will not use any automated systems (including any site crawler, spider or robot) to harvest, access or analyse any information or content from the Website;
(k) you will not distribute viruses or any other technology that may harm the Website or other Online Auction Users;
(l) you will not copy, reproduce, modify or create derivative works of the Website without Tattersalls' prior written consent;
(m) you will not interfere or attempt to interfere with the orderly working of the Website;
(n) you will comply with all applicable laws; and
(o) you will not copy, modify or distribute rights or content from the Website or Tattersalls trademarks and copyright.
3.4. You shall indemnify Tattersalls against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Tattersalls arising out of or in connection with any breach of the warranties and representations by you contained in clause 3.5.
3.5. Tattersalls may in its discretion:
(a) restrict or temporarily or indefinitely suspend your account;
(b) terminate your account; where, in Tattersalls' reasonable opinion:
(c) you have breached these Online Auction Terms or the Online Conditions of Sale;
(d) your actions in using the Online Auction Facility or the Website may cause loss or damage to other Online Auction Users, third parties, Tattersalls or you;
(e) any information in your Application is inaccurate, inappropriate or offensive; or
(f) Tattersalls is unable to verify your identity or any information you have provided Tattersalls.

4. Approval of Application

4.1. Once you have completed and submitted your Application to join an Auction, Tattersalls will consider your Application to join the relevant Auction as an Online Auction User.

4.2. Tattersalls may communicate with you by email or by telephone in respect of your Application, including in respect of confirming that your Application has been successful and/or if Tattersalls requires further information in respect of your Application to join an Auction as an Online Auction User.

4.3. For each Auction for which you make an Application, you will require to be credit approved by Tattersalls before you are able to submit a bid for a Lot in that Auction.

4.4. Tattersalls may its absolute discretion set a credit limit for an Online Auction User. If Tattersalls sets such a credit limit for an Online Auction User, that Online Auction User will not be able to make a bid or bids which in aggregate exceeds that credit limit.

4.5. To contact us in respect of these Online Auction Terms, please email [tattersallsonline@tattersallls.com] [or telephone Tattersalls' customer service line on 01638 665931].

4.6. As an Online Auction User, you must:

(a) keep up to date all personal information of your account; and

(b) protect your account, including your username and password.

5. Auction

5.1. The bidding process in respect of any Auction shall follow the procedure set out in the Online Conditions of Sale.

5.2. All bids shall be made through the Online Auction Facility. The Online Auction Facility shall automatically accept bids on behalf of Bidders which are properly communicated to it and made in accordance with these Online Auction Terms and the Online Conditions of Sale. An automatically generated notification will be notified to you within the Online Auction Facility if any bid you have made has not been accepted for any reason.

5.3. Bids made through the Online Auction Facility must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be accepted by the Online Auction Facility.

5.4. Tattersalls does not accept any responsibility for failure of telecommunications or internet connections in respect of any bid made through the Online Auction Facility.

5.5. Online Auction Users are deemed to be making their bid with full knowledge of and in accordance with the Online Conditions of Sale.

5.6. In respect of any Auction for which an Online Auction User is proposing to make a bid, it is that Online Auction User's responsibility to read the Tattersalls online catalogue relating to that Auction for any announcements, notices and updates made by Tattersalls in respect of the relevant Lot.

5.7. Where a New Purchaser Registration Form names an individual and a company, partnership, syndicate or other entity they shall be jointly and severally liable for any bids and/or purchases made pursuant to that registration.

6. Other online terms that may apply to you

These Online Auction Terms refer to the following additional terms, which also apply to your use of the Online Auction Facility and of the Website:

(a) Website Terms [https://www.tattersalls.com/uploads/general/websiteterms.pdf];

(b) Acceptable Use Policy [https://www.tattersalls.com/uploads/general/acceptableusepolicy.pdf];

(c) Tattersalls' Privacy Policy [https://www.tattersalls.com/privacy]. See further under How Tattersalls may use your personal date at Clause 18.

7. Tattersalls may make changes to these terms

Tattersalls may amend these Online Auction Terms from time to time. Every time you wish to use the Online Auction Facility, please check these Online Auction Terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 6th October 2025.

8. Tattersalls may make changes to the Website

Tattersalls may update and change the Online Auction Facility and/or the Website from time to time to reflect changes to Tattersalls' Online Auction Users' needs and Tattersalls' business priorities.

9. Tattersalls may suspend or withdraw the Online Auction Facility and/or the Website

9.1. The Online Auction Facility and the Website are made available free of charge.

9.2. Tattersalls does not guarantee that the Online Auction Facility and/or the Website, or any content on it, will always be available or be uninterrupted. Tattersalls may suspend or withdraw or restrict the availability of all or any part of the Online Auction Facility and/or the Website for business and operational reasons. Tattersalls will try to give you reasonable notice of any suspension or withdrawal.

9.3. You are also responsible for ensuring that all persons who access the Online Auction Facility and/or the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

10. Tattersalls may transfer this agreement to someone else

Tattersalls may transfer its rights and obligations under these Online Auction Terms to another organisation. Tattersalls will always tell you in writing if this happens and Tattersalls will ensure that the transfer will not affect your rights under the contract.

11. You must keep your account details safe

11.1. If you choose, or you are provided with, an Online Auction User identification code, password or any other piece of information as part of Tattersalls' security procedures, you must treat such information as confidential. You must not disclose it to any third party.

11.2. Tattersalls has the right to disable any Online Auction User identification code or password, whether chosen by you or allocated by us, at any time, if in Tattersalls' reasonable opinion you have failed to comply with any of the provisions of these terms of use.

11.3. If you know or suspect that anyone other than you knows your Online Auction User identification code or password, you must promptly notify us at [tattersallsonline@tattersallls.com].

12. How you may use material on the Website

12.1. Tattersalls is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

12.2. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

12.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

12.4. Tattersalls' status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

12.5. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or Tattersalls' licensors. If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at Tattersalls' option, return or destroy any copies of the materials you have made.

13. Do not rely on information on this site

13.1. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

13.2. Although Tattersalls will make reasonable efforts to update the information on the Website, Tattersalls makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

14. Tattersalls are not responsible for websites Tattersalls links to

14.1. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

14.2. Tattersalls has no control over the contents of those sites or resources.

15. User-generated content is not approved by us

15.1. This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent Tattersalls' views or values.

15.2. How to complain about content uploaded by other users

15.3. If you wish to complain about content uploaded by other users, please contact us on [https://www.tattersalls.com/contact-us].

16. Tattersalls' responsibility for loss or damage suffered by you

16.1. Tattersalls excludes all implied conditions, implied warranties, implied representations or other implied terms that may apply to the Online Auction Facility and/or the Website or any content on it.

16.2. Tattersalls will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Online Auction Facility or the Website.

16.3. In particular, Tattersalls will not be liable for:

(a) loss of profits, sales, business, or revenue;
(b) business interruption;
(c) loss of anticipated savings;
(d) loss of business opportunity, goodwill or reputation; or
(e) any indirect or consequential loss or damage.

16.4. Tattersalls shall not be liable for any claim relating to the use of the Website or the inability to use the Online Auction Facility unless legal proceedings have been issued and served on Tattersalls in respect of that claim within 12 months of such claim arising.

17. How Tattersalls may use your personal information

Tattersalls will only use your personal information as set out in its privacy policy [https://www.tattersalls.com/privacy].

18. Tattersalls is not responsible for viruses and you must not introduce them

18.1. Tattersalls do not guarantee that the Website will be secure or free from bugs or viruses.

18.2. You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

18.3. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Tattersalls will report any such breach to the relevant law enforcement authorities and Tattersalls will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

19. Rules about linking to the Website

19.1. You may link to the Website home page, provided you do so in a way that is fair and legal and does not damage Tattersalls' reputation or take advantage of it.

19.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Tattersalls' part where none exists.

19.3. You must not establish a link to the Website in any website that is not owned by you.

19.4. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

19.5. Tattersalls reserves the right to withdraw linking permission without notice.

19.6. The website in which you are linking must comply in all respects with the content standards set out in Tattersalls' Acceptable Use Policy [https://www.tattersalls.com/uploads/general/acceptableusepolicy.pdf].

19.7. If you wish to link to or make any use of content on the Website other than that set out above, please contact [tattersallsonline@tattersalls.com].

20. General

20.1. If any provision or part-provision of these Online Auction Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Online Auction Terms.

20.2. No failure or delay by Tattersalls to exercise any right or remedy provided under these Online Auction Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.3. These Online Auction Terms constitutes the entire agreement between you and Tattersalls and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and Tattersalls, whether written or oral, relating to the use of the Online Auction Facility.

20.4. No variation of these Online Auction Terms shall be effective unless it is in writing and signed by a director of Tattersalls.

21. Which country's laws apply to any disputes?

These Online Auction Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. Tattersalls and you agree to the exclusive jurisdiction of the courts of England and Wales.