

Compliance with the Distance Contracts Regulations

Please note this only applies if You are an Individual (as defined in our Terms and Conditions for Buyers)

Words beginning with a capital letter in this document have the meaning set out in Our terms and conditions for buyers (Terms).

1. The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 (**Regulations**) provide an individual the right to cancel a contract within a defined period of time where they have not attended, or been given the opportunity to attend, an Auction in person. This only applies where the Contract has been entered into by an Individual. These provisions therefore do not apply to a Business.
2. Subject to these provisions, if paragraph 1 above applies, You have a 14 day cooling off period which begins from the day the Auction has been invoiced, under clause 9 or clause 10 of Our Terms (**Cancellation Period**).
3. The right to cancel under does not apply if the Item is sealed for reasons of hygiene or if it is a sealed audio, video, or computer software and the seal has been broken or tampered with.
4. You cannot use the Item, wear the Item (if applicable) or otherwise handle it in any way except in the manner You would expect to do in a shop. If You do so, or if the Item is damaged whilst in Your care, then You will have to pay Us compensation for the damage or use as set out in paragraph 8. If the Item has been dismantled for the purposes of collection or otherwise, then You will be responsible for the cost of reconstituting or reconstructing the Item.
5. If You decide to cancel the Contract during the Cancellation Period then You must inform us of Your decision to do so by:
 - (a) Emailing us at auction@bpiauctions.com
 - (b) By telephone on 01924 245040;
 - (c) In a letter addressed to Us at Ripley House, Ripley Drive, Normanton, Wakefield, WF6 1QT; or
 - (d) By completing and sending to Us the cancellation form which you can find [here](#).You should always include Your name and Your address as well as the details of the Item and Lot number and / or reference.
6. If You cancel under the Regulations and these provisions, it is Your responsibility to return the Item to the Seller at the location where the Item was collected from. You must return the Item as soon as possible and at least within 14 days from the date that You gave notice of the cancellation. When returning the Item please provide details of the Lot number or reference.
7. You are responsible for the cost of returning the Item.
8. If upon its return the Item is found to be damaged or used, or not reconstituted or reconstructed, then the Seller will charge You an appropriate amount for the reduction in value and cost of repair or reconstruction.
9. You will be refunded the amount You have paid for the Item including VAT paid (if applicable) within 14 days of the date that the Item is returned or You provide evidence of its return. The payment will be made by the same method and into the same account that You made payment to Us. The payment will be less any charge applied pursuant to paragraph 8.