

**COMPLIANCE WITH CONSUMER LEGISLATION POLICY –
RIGHT TO CANCEL UNDER THE CONSUMER CONTRACTS
(INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013**

1. APPLICATION AND INTERPRETATION

- 1.1 Any defined terms or words used in uppercase in this Policy shall have the meaning ascribed to them in the General Conditions. References to **you** or **your** in this Policy means the Buyer.
- 1.2 The Consumer Contracts Regulations provide you with a right to cancel your contract with the Seller only where the contract between you and the Seller is a distance contract (as defined by the Consumer Contract Regulations), subject to any limitations or exclusions set out in the Consumer Contracts Regulations. In no other instance will you be permitted the right to cancel the contract with the Seller based on the Consumer Contracts Regulations.

2. CANCELLATION AND REIMBURSEMENT

- 2.1 Where the Consumer Contract Regulations apply, you have the right to cancel your contract with the Seller within fourteen (14) days, starting the day after you acquire possession of the Lot.
- 2.2 If you wish to cancel your contract with the Seller, you must:
- 2.2.1 inform the Seller and/or the Company of your intention to cancel the contract at any time before the expiry of the fourteen (14) day period referred to above. This can be done by using the Cancellation Form in the Annex to this Policy, or by email or post, clearly headed "Cancellation"; and
- 2.2.2 sending the Cancellation Form, email or letter as applicable to the Seller and/or the Company by:
- email to: auction.accounts@sw.co.uk
 - post to: Sanderson Weatherall LLP, 6th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL.
- 2.3 Following cancellation, the Company will reimburse you all payments received. The Company may deduct from the reimbursement any loss incurred in the value of the Lot/(s) supplied to the you, if such loss is the result of misuse or unnecessary or improper handling by the you.
- 2.4 The Company will make the reimbursement using the same means of payment you used, by the later of:
- 2.4.1 fourteen (14) days after the day the Lot is received back by the Company;
- 2.4.2 fourteen (14) days after the day you provide evidence that you have returned the Lot; or
- 2.4.3 if the Lot was not removed from the Location, fourteen (14) days after the day on which the Company was informed about the decision to cancel the contract.

- 2.5 If you have removed the Lot from the Location, please ensure your contact details are included in your communication to the Company to cancel the contract. The Company will contact you to notify you of the address where you must send the Lot in order to return it to the Company. You shall send the Lot to the address the Company stipulates without undue delay and in any event not later than 14 days from the day on which the Company communicates this address to you.
- 2.6 You will have to bear the cost of returning the Lot to the Company.

ANNEX

CANCELLATION FORM

To Sanderson Weatherall LLP

6th Floor, Central Square
29 Wellington Street
Leeds
LS1 4DL

I/We hereby give notice that I/We cancel our contract for the sale of the following goods:

Goods: _____

Date of Auction: _____

Lot Number: _____

Signature – if sent by post:

Name and address of Consumer:

Date: