

TERMS AND CONDITIONS FOR USE AND RECEIPT OF ESSENTIAL INFORMATION GROUP SERVICES as at 06/10/09

Notice to User: Carefully read the following Terms and Conditions. Use and receipt of The Information constitutes your acceptance of these Terms and Conditions ("The Terms and Conditions") and agreement to abide by them.

DEFINITIONS

Words and expressions that appear in these Terms and Conditions have the following meanings:-

"EiG" means The Essential Information Group Ltd whose registered office is situated at 5-7 Cranwood St LONDON EC1Y 9EE. Reg. No. 2972048

"The Information" means The Information relating to Auction lots published by EiG and delivered by fax, post, e-mail or Internet and amendments and updates issued from time to time and all printed material issued in connection with the Information.

"The Subscriber" means the Person, Corporate body or Partnership named as the customer on the invoice and/or in the Confirmation of Order document.

"The Licence" means The Subscriber is entitled to use and receive The Information.

"The Subscription Rate" means the fee payable by The Subscriber to use and receive The Information during the Licence Period

"The Licence Period" means the period during which The Subscriber is entitled to use and receive The Information.

"Supplier" means a Person or Corporate Body or Partnership authorised by EiG to market The Information.

In return for acquiring a Licence to receive The Information, The Subscriber agrees as follows:

AGREEMENT

These Terms and Conditions of business constitute the complete terms of business between EiG and The Subscriber and variations are only valid if agreed in writing between the Subscriber and a director of EiG

The Licence gives The Subscriber the right to receive and use The Information for the duration of the Licence Period subject to The Terms and Conditions being complied with.

The Subscriber acknowledges that The Information is copyrighted and is proprietary. The licence granted above is not a sale of The Information, and except as stated above, this Agreement does not give The Subscriber any rights to patent, copyright, trade secrets, trademarks or any other rights or licences with respect to The Information. The Subscriber agrees to hold The Information in confidence and to take reasonable steps to prevent unauthorised copying or distribution.

This Licence is your proof of licence to exercise the rights granted herein and must be retained by you.

The Subscriber is not permitted to sell on the information contained within The Information.

The Subscriber is not permitted to use the information provided either directly or indirectly in connection with any subscription based service, except with the written permission of EiG. This permission may be withdrawn at any time.

The Subscriber is not permitted to make the information available, in whole or in part, on any internet website, free access or restricted access,

except with the written permission of EiG. This permission may be withdrawn at any time.

The Subscriber acknowledges and accepts that where The Subscriber has agreed to take The Information (Datawise monthly) for a Licence Period of one month, the Subscription will automatically be renewed at the end of the Licence period for another month, unless The subscriber notifies EiG in writing at least 4 working days prior to the end of the Licence Period.

EIG'S LIABILITY

EiG will use reasonable care to provide the correct information but shall not be liable for any claim, damage or other loss suffered including any consequential loss due to information being given incorrectly or omitted either by EiG its servants or agents or by any other party to EiG.

Any use by The Subscriber of The Information is at The Subscriber's own risk. EiG and its suppliers do not give any warranties of any kind, either express or implied, including, without limitation, implied warranties of satisfactory quality and fitness for a particular purpose.

EiG shall have no liability for consequential damages. In no event shall EiG or its Suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use The Information, even if EiG has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you, but in all cases the liability will be limited to a sum not exceeding the current "Licence Fee", or if not applicable the sum of one hundred pounds.

PROVISION OF SERVICE

EiG reserves the right to amend the number of auction houses covered by EiG from time to time. EiG makes no warranties that it will cover every or all property auctions in the UK

Without prejudice to the generality of the foregoing EiG shall not be liable for the consequences of any act of God or strike, lockouts, civil commotion, fire, flood, explosion, legislation, or other cause (whether the foregoing class or not) beyond EiG's control.

If any provision of the Terms and Conditions is declared invalid void or otherwise unenforceable by a Court of competent jurisdiction this shall not affect in any way the remaining provisions of these Terms and Conditions.

The right of The Subscriber there under may not be assigned in whole or in part without the prior written consent of EiG.

EiG will not be liable to refund all or part of the Licence Fee in the event of cancellation or termination by The Subscriber. However in accordance with The Consumer Protection Distance Selling Regulations 2000 Statutory Instrument 2000 No. 2334. Individuals not acting in the course of a business have the statutory right to cancel the contract within seven working days beginning the day after the contract is concluded.

EiG grants The Subscriber the right to cancel the Licence and receive a refund of The Subscription rate for a period of 7 working days from the date of the beginning of the initial Licence Period.

Any delay or failure by either party in exercising any right or remedy arising under these Terms and Conditions shall not constitute a waiver of such right or remedy

These Terms and Conditions exclude and override any other terms that The Subscriber might seek to impose on EiG, even if such other terms are submitted in a later document or purport to exclude or override these terms of business.

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and the parties hereby submit to the jurisdiction of the High Court in London, England

These Terms and Conditions constitute the entire agreement between the parties and the Subscriber shall not rely on any statement, warranty whether express or implied made by EiG, its servants, agents, employees or Suppliers

PAYMENT

Invoices are due for payment on grant of the Licence, and shall be submitted at the discretion of EiG. EiG reserves the right to charge interest at the rate of 5% per month accruing daily if payment is not received within 30 Days.

COPYRIGHT

The Information is protected under British copyright law. All copyright of The Information remains the property of EiG. All rights reserved. No part of The Information may be copied, reproduced, translated or reduced to any electronic medium or machine readable form without the prior written consent of EiG

LICENCE AGREEMENT

It is illegal to pass The Information to any third parties for their use and The Subscriber must take reasonable steps to protect The Information from unauthorised use.

NOTICE

Any notice to be given under these Terms and Conditions by either party to the other must be in writing and delivered by hand, first class letter or facsimile transmission to the address given in the Customer Agreement (or such other address given for this purpose) and in the case of post will be deemed to have been validly and effectively given two working days after the date of posting or in the case of other means of transmission will be deemed to have been validly and effectively given on delivery.

TERMINATION

1. EiG may terminate this Agreement (and/or any other contract with the Subscriber) and/or suspend further delivery under this Agreement or any other contract with the Subscriber in the event that the Subscriber:

(a) Is in breach of its obligations under this Agreement including these Terms and Conditions or any other contract with EiG; or

(b) Becomes insolvent or bankrupt, enters into liquidation whether voluntary or compulsory (other than for a solvent reconstruction or amalgamation), is unable to pay its debts as they fall, has a receiver or an equivalent officer appointed in respect of any of its assets, is the subject of an administration order, enters into any arrangement with its creditors or makes a general assignment for their benefit, or ceases to carry on business in the ordinary course without prejudice to any other rights and remedies that EiG may have.

2. The Subscriber will remain liable to EiG for all outstanding sums due to EiG for use of The Information that will become immediately payable on termination.