

MyPickles Terms and Conditions

Effective from 31 March 2023

Terms and Conditions of Use

1. You and your employees and agents covenant not to disclose, divulge, publish, transmit, communicate to or otherwise place at the disposal of any person or organisation, any confidential information in any form, by any means and will keep the confidential information in the strictest confidence.
2. Your User ID and Password must be kept strictly confidential. They should not be disclosed to any other person or organisation. Any loss or damage sustained to Pickles Auctions and/or to your organisation due to the misuse or negligent use of your password will be borne by your organisation regardless if the use was by your Representative or otherwise.
3. If a Representative of your organisation requires another password, a request should be made to us in writing or by email to facilitate this request. Under no circumstances should a Representative provide his/her password to another Representative. If you discover one of your Representatives is using another Representative's password or is about to use another Representative's password, it is your responsibility to inform us of this to enable us to cancel the password to avoid any loss or damage.
4. You must immediately notify us in writing if any person has disclosed or is suspected of disclosing or intending to disclose any confidential information to any other person.
5. If a Representative of your organisation who has a password ceases to be employed by your organisation, we must be notified within 24 hours of the employee ceasing to be employed to enable us to cancel the password. If you do not provide us the adequate notice as requested, any damage or loss sustained by you or Pickles Auctions or any other party, will be borne by your organisation.
6. The user warrants that it is responsible for the correctness of information it inputs into MyPickles. The user acknowledges its Representatives can input information into MyPickles and further acknowledges that the user and its Representatives are responsible and liable for the information it inputs into PBOS and no responsibility is taken by Pickles Auctions for the user's negligence and/or its Representatives in the information it inputs into MyPickles.
7. The user shall be responsible for and shall indemnify Pickles Auctions against liability for all loss and or damage caused by the user or its employees or agents and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by Pickles Auctions in respect of any such loss and or damage shall be made good at the user's expense.
8. The user warrants that its computer system is adequate and can facilitate the use of MyPickles and Pickles Live. No responsibility is taken by Pickles Auctions for any loss and or damage caused to the user's computer system due to the use by the user of MyPickles.

9. That any information completed by me can be used for direct marketing and that the Auctioneer retains this information in its database.

10. The entry by electronic means of the user name and/or other identifiable information of the user in the sale book and/or records of MyPickles shall be binding on the user. The sale book and/or records of MyPickles together with these Terms and Conditions of use of the site and the Terms and Conditions of Auction/Sale ([click here to view](#)) and the absentee bidder form shall constitute the whole of the contracted relationship between Pickles Auctions, the user and the vendor.