

AUCTION TERMS AND CONDITIONS ("TERMS AND CONDITIONS")

These Terms and Conditions are applicable to any use of the St. Gemma's Hospice ("the Charity") online auction ("Auction") hosted by the Charity. Making a bid constitutes acceptance of these Terms & Conditions. If you do not agree to be bound by these Terms and Conditions, you may not bid.

1. Auction

All the items offered for auction ("Items") are subject to a reserve. Any bids made below the advertised reserve price will not be counted. All monies, including up to the reserve price, paid by a winning bidder will go to the Charity.

Bidders may bid for more than one Item in the Auction.

The final online bids will be accepted at 3pm on 11th June 2025. There will be an opportunity for attendees to make final bids at the St. Gemma's Golf Day 2025, taking place on 12th June 2025.

The winning bidder on each Item offered for sale in the Auction will be the person who has submitted the highest bid at the end of the St. Gemma's Golf Day 2025 event, whether those bids are made online before the event, or in person at the event.

2. Eligible Bidders

All bidders must be capable of forming legally binding relations under applicable law. Bids may not be made by individuals under the age of 18 years old or by any other persons who are legally prohibited from, or otherwise incapable of, entering into binding contracts.

Any bidder making a bid is warranting by so doing that they are legally entitled to do so.

As a bidder you agree that the Charity can process your personal data for the purpose and specifically for this Auction.

No payment details will be taken until the winning bidder has been confirmed.

Employees of St. Gemma's Hospice are not eligible to make bids.

3. Bidding

All Items offered in the Auction are listed and offered for sale on an "as is" basis. Bidders are advised to conduct any research or due diligence on an Item prior to making a bid. All 4-Ball vouchers are subject to the terms and conditions of the individual Golf Clubs.

A bid made by a bidder is an offer to purchase the Item listed at the stated bid price. Any bidder making a bid for an Item acknowledges and agrees that their offer is an irrevocable offer to complete the transaction if they are the winning bidder whereupon the bid will become a contractually binding obligation to purchase the Item at the bid price.

The 'winning bidder' is the person certified by the Charity at the end of the Auction to be the highest bidder, provided that their bid meets the reserve.

If the Charity has not received payment from the winning bidder after a reasonable period of time, such time to be determined by the Charity in its absolute discretion, then the Charity has the right to award the prize to the next highest bidder or another in its absolute discretion.

4. Auction Items and Descriptions

Items for sale in the Auction are listed on the site with a description and a minimum acceptable bid.

Some Items may have a redemption period within which you must redeem the Item and some will also have a date by which you must take up the Item. If you do not redeem the Item in time or take it up in time, you agree that you forfeit that Item and that you will receive no refund.

In no event shall the Charity (including, its employees, affiliates and volunteers) be liable for any claim, demand or damages arising out of or in any way connected with the Auction or Bidder's purchase of an item.

5. Variation of Terms

These Terms and Conditions may be revised and updated by the Charity from time to time without notice. Bidders who have previously bid in the Charity Auction are accordingly advised to familiarise themselves with the prevailing edition of these Terms and Conditions when deciding to participate in an Auction. The edition of the Terms and Conditions that was current at the time an Auction commenced will continue to apply throughout that Auction and to all Items sold pursuant to it even if later edition of the Terms and Conditions is implemented before the Auction is completed.

6. Third Party Rights

No person who is not a party to an Agreement shall have any right pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Agreement.