

Terms and Conditions

“Online” refers to the auction pages on martindunphyfundraiser.eigonlineauctions.com/.org.uk

By participating in the Martin Dunphy Trust Fund Online Auction, anyone who takes part “a Donor or a Bidder” will be deemed to have understood these Rules along with the Terms and Conditions and to be bound by them.

1. Details of the Auction

1.1 Throughout the duration of the Martin Dunphy Trust Fund Online Auction, participants (a Donor or a Bidder) will be invited to take part in the Martin Dunphy Trust Fund Online Auction for a chance to donate and bid for items online.

1.2 Participation in the auction will take place online.

1.3 Each Bidder must go online between 4th December 09:00 GMT – 5th December 21:00 GMT (“the Bid Period”) and submit a bid. All bids are subject to the providers Terms and conditions.

1.4 Once the item is detailed online, bids will be taken for a specific period as announced online (“Bid Period”). The highest genuine bid received from any Bidder by the end of the Bid Period will secure the item. Where a Bid is successful, the Bidder will immediately be sent notification by email. This signifies the payment has been received and the Trust Fund should release the item to the Bidder. The Auction administrator will contact the Bidder to arrange collection of the item or delivery of the item at the Bidders expense.

1.5 All Bidders must ensure that they are able to pay for any item on which they wish to bid for or that alternatively, they can afford to give the Donation.

1.6 Payment for any Bid will be taken only where a Bid has been successful. Payment will withdraw immediately from the credit/debit card provided by the Bidder on registration. The payment will be withdrawn immediately a bid has been confirmed as successful.

1.7 With regards to online auction bid, no contract shall have been entered to between the Martin Dunphy Trust Fund and a Donor or a Bidder.

1.8 Title in the items successfully bid for, shall not pass on the Bidder until such time as payment for the item has been received.

1.9 All items offered for either the online auction shall be subject to availability and the Martin Dunphy Trust Fund shall not be liable for claims, expenses, costs and or any losses (such as but not limited to profits, indirect, pure economic, consequential

or otherwise) or damage (save for death or personal injury arising from negligence) suffered by the Bidder.

1.10 All matters relating to the Martin Dunphy Trust Fund Online Auction shall be at the sole discretion of Martin Dunphy Trust Fund.

2. Eligibility

2.1 Participants must be aged 18 years or over and provide valid credit/debit card details on registration.

2.2 Notwithstanding that a winning bid has been received or a pledge for an item has been given, if the Martin Dunphy Trust Fund discover before the delivery of any item that for any reason under these Rules or Terms and Conditions the Participant should have been ineligible to give a Donation, or engage in the Online Auction, or that any of the same should have been declared invalid due to any suspect activity, the Martin Dunphy Trust Fund reserves the right to reject the Donation, bid or purchase as applicable.

2.3 The Martin Dunphy Trust Fund shall not be responsible for any failure on behalf of any Participant whose bid is not received by the Martin Dunphy Trust Fund.

Donations/Donor

The Donor will provide to Martin Dunphy Trust Fund a suitable donation for the online auction.

The donation will be given to the Trust Fund free of charge.

The Donor will only donate items for which they have ownership of or direct authority to donate.

The Donor will not do anything, nor act in a manner, nor donate an item that will or is likely to bring the Martin Dunphy Trust Fund into disrepute; not do anything, nor act in a manner, that will or is likely to breach any law or regulation or cause the Martin Dunphy Trust Fund to breach any law or regulation.

No costs will be passed to the Martin Dunphy Trust Fund by the Donor.

Donors will provide details of their donation which the Auction Administrator will upload on to the Auction site. The Martin Dunphy Trust Fund cannot take responsibility for the accuracy of the donation description.

The Donor consents to displaying their details on the Martin Dunphy Trust Fund Online Auction website and by agreeing to the terms and conditions confirms that they have authority to provide the donation.

Data Protection Act 2018

In registering with this on-line auction, donors and bidders consent to their information ("the Information") being used as reasonably necessary for the purpose of the auction. The administrators of the auction will use the Information only as

needed in connection with the auction, keeping it secure and not disclosing the Information to other parties.