

**ORACLE CANCER TRUST**  
**SILENT AUCTION - TERMS AND CONDITIONS**  
**May 2021**

These terms and conditions (“**Terms and Conditions**”) govern any participation in this charitable silent auction (“**Auction**”). By placing a bid on an item in the Auction, each bidder agrees to these Terms and Conditions.

**1 The Oracle Cancer Trust**

- 1.1 The proceeds of the Auction will be donated to Oracle Cancer Trust (“**Oracle**”) to provide public benefit in accordance with Oracle’s charitable objects.
- 1.2 Oracle is a UK Charity (registered in England and Wales with Charity No 1142037) which funds research into all matters connected with the causes, prevention, treatment and care of cancer of the head, neck, and thyroid for public benefit. Oracle’s registered office is located at 80 Coombe Road, New Malden, KT3 4QS.

**2 Eligibility**

- 2.1 In order to participate in the Auction, individuals must be UK residents aged 18 or over (“**Participants**”).
- 2.2 Any Participant found to be under 18 years of age or who does not otherwise meet any other eligibility requirements automatically forfeits the right to any auction lot (as defined below at clause 3.3). Oracle reserves the right to carry out checks to verify the age of Participants.

**3 The Auction and Bidding Process**

- 3.1 The Auction will be conducted in pounds sterling.
- 3.2 This Auction will run from 09:00 on 10 May to 21:00 on 21 May 2021 (“**Term**”). Any bid made by a Participant after these stipulated times and dates will not be deemed to be a valid and effective bid.
- 3.3 Each item in the Auction is defined as a “**Lot**”. Bidders may bid for more than one Lot.
- 3.4 To place a bid on a particular Lot, Participants must either:
  - 3.4.1 complete, sign and submit a bid sheet, including details of the Lot to which such bid relates and the amount of such bid (a “**Bid Sheet**”); or
  - 3.4.2 submit a bid via email including their bid amount and the applicable lot number to [sarah@oraclecancertrust.org](mailto:sarah@oraclecancertrust.org).
- 3.5 Each bid, whether entered on a Bid Sheet or submitted via email, constitutes an offer to purchase the Lot at the bid price.

- 3.6 Except as stated in clause 5.5, Participants cannot revoke or otherwise cancel a bid once it has been placed.
- 3.7 Subject to clause 6.4, the winner of each Lot will be the Participant who places a bid which exceeds all other bids in respect of the Lot, subject to the meeting of any reserve price, at the conclusion of the Auction and which is confirmed as such by Oracle ("**Winning Bidder**"). In the event that two or more bids are equally the highest bid, the Lot shall be awarded to the bid received first.
- 3.8 There may be more than one item available of particular Lots. In such a case, the winner will be determined pursuant to clause 3.7, with the next highest bid to be deemed the winner until all items within such a Lot have been sold.
- 3.9 The Winning Bidder for each Lot will be determined at 2100hrs on 21st May 2021 and confirmed by email to the winning bidders with a further email in the following days.
- 3.10 The decision as to the winner of each Lot is at the absolute discretion of Oracle and will be final.
- 3.11 Oracle reserves the right to refuse or remove any bid in its absolute discretion.
- 3.12 Oracle reserves the right to close the Auction early or to extend it at any time in its absolute discretion.
- 3.13 Further to clause 3.12, if the Auction is cancelled for any reason and subsequently reactivated, all previous bids will lapse and bidding will recommence.
- 3.14 If any dispute arises as to the identity of a Winning Bidder, Oracle shall have absolute discretion. Oracle, its representatives, employees and agents are hereby released from any claims, demands or damages arising out of or in connection with any such dispute.

#### **4 Donors**

All Lots that are offered for auction have been donated by third parties (each a "**Donor**") for the sole purpose of raising funds for Oracle's charitable objects.

#### **5 Lots**

- 5.1 The Auction Catalogue ("**Catalogue**") is available online and in print and contains a detailed description of each individual Lot. Where able to do so, prospective bidders should inspect a Lot before bidding to determine its condition and characteristics. All Lots are sold as seen.
- 5.2 Participants acknowledge that information provided as a description of any individual Lot is reproduced by Oracle in good faith and is consistent with information supplied to Oracle by the relevant Donor. As such, Oracle cannot be held responsible for inaccurate or misleading descriptions.

- 5.3 Oracle shall have full discretion to refuse any bidding, to divide any Lot, to combine any two or more lots and to withdraw any Lot or Lots from the Auction without in any case giving reason.
- 5.4 Oracle shall have the right to substitute Lots of a similar description and standard, if for any reason the relevant Lot is withdrawn by a Donor or for any other reason, subject to Oracle acting reasonably.
- 5.5 In the event of such a substitution before the close of the Auction, a bidder may withdraw a bid by notice to Oracle, such notice to be received before the end of Term. In the event of a substitution after the close of the Auction the Winning Bidder shall have the right to decline the substitution within 7 days of notice and, where applicable, the right to a refund of any sums paid by such Winning Bidder. In the event that the Winning Bidder does not accept the substituted Lot, the Lot will be offered to the next highest bidding Participant.
- 5.6 All Lots are sold with all faults, imperfections and errors of descriptions. Neither Oracle nor the Donor can be held responsible for errors of description or for genuineness or authenticity of any Lot, or for any fault or defect in it howsoever caused. No warranty whatsoever is given by Oracle and any Donor to any Winning Bidder in respect of any Lot and any implied conditions or warranties in respect of any Lot, other than with regard to title, are disclaimed. All Lots are sold subject to no return.

## **6 Payment**

- 6.1 The amount of the Winning Bid is inclusive of any applicable VAT.
- 6.2 The Winning Bidder shall pay the winning bid price within 7 days of the Auction ending.
- 6.3 Payment can be made by debit or credit card or by bank transfer.
- 6.4 In the event that a Lot is not paid in full on the expiry of the 7-day period in accordance with clause 6.2, Oracle may offer the Lot to the next highest bidding Participant.
- 6.5 Oracle cannot accept any liability for payments not received from Winning Bidders as a result of failures in the postal service or otherwise.
- 6.6 Ownership of a Lot shall not pass to the Winning Bidder until payment is made in full in accordance with clauses 6.2 and 6.3 above.
- 6.7 Every Lot shall be at the sole risk of the Winning Bidder from close of the Auction.
- 6.8 Oracle will arrange for the delivery of all Lots with the winning bidder(s).

## **7 Liability**

- 7.1 Oracle endeavours to ensure that the information and other material on the website and on the silent auction sheet(s) is correct and complete, but does not accept liability for any errors in or omissions from the information provided.

- 7.2 Oracle will use all reasonable efforts to correct errors and omissions as quickly as practicable after being notified of them.

## **8 Data Protection**

- 8.1 “**Data Protection Laws**” means the UK Data Protection Act 2018, General Data Protection Regulation (2016/679/EC) (GDPR) and all applicable laws and regulations relating to the processing of personal data and privacy, including any guidance and codes of practice issued by the Information Commissioner from time to time.
- 8.2 Oracle collects and processes personal data in accordance with Data Protection Laws. As such, the personal information of Participants will be held confidentially by Oracle and will only be used by Oracle or disclosed to a third party if such use or disclosure is required for the purposes of delivering a Lot to a Winning Bidder or as otherwise instructed by a Participant.
- 8.3 Winning Bidders will be asked to give their consent for the publication of their names on Oracle’s website and Oracle’s social media channels.
- 8.4 If necessary, Oracle will co-operate with any investigation by any governmental body or any court or tribunal legitimately exercising rights and such co-operation may be without notice to the Participant.

## **9 Third Party Rights**

These Terms and Conditions do not create or confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

## **10 Severability**

If any provision of these Terms and Conditions is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted and the Terms and Conditions shall remain in full force and effect as if the provision had not originally been contained in these Terms and Conditions.

## **11 Jurisdiction**

These Terms and Conditions, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the Law of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.