

## **Terms and Conditions**

These Terms and Conditions apply to use of the online auction (“Auction”) and BidAid bidding platform (“The Site”) hosted by BidAid Limited (“BidAid”). Use of The Site constitutes acceptance of these Terms and Conditions. If you do not agree to be bound by these, please do not use the site.

### **1 Auction Terms**

1.1 Items for auction are subject to a reserve. On a winning bid, any money paid by a winning bidder above the reserve price will be passed on to the beneficiary charity.

1.2 Bidders can bid on as many items as they wish in any Auction.

1.3 The winning bidder is the bidder placing the highest bid at the close of the Auction, at or above the reserve price.

1.4 All bidders must be above 18 years of age.

1.5 As a bidder you agree that we can process your personal data for purposes specifically related to this Auction.

1.6 We do not store any credit or debit card details.

### **2. Bidding**

2.1 Bidders can place their bids through The Site at any point during the duration of the Auction.

2.2 BidAid uses its best endeavours to ensure that items are presented accurately when placed in an Auction. However, they are listed on an “as seen” basis and therefore Bidders are advised to conduct their own research prior to making a bid.

2.3 A bid is an offer to purchase an item listed at the offered bid price.

2.4 If the winning bid is above or equal to the reserve, the person placing that bid is deemed the winning bidder.

2.5 Closing times on individual auction items are at the sole discretion of BidAid and the beneficiary Charity or Client and cannot be extended. No bids will be accepted after the closure of any auction.

2.6 Upon closure of the Auction, BidAid will contact the winning bidder to confirm their win and to issue an invoice for payment.

2.7 Payment must be made by the winning bidder within 5 working days, or the item may be offered to the next highest bidder.

2.8 If an item is won through an online Auction, rather than in person at a live event, the item will be despatched by BidAid within 3 working days of payment being received.

### **3 Gift Aid**

3.1 By opting into Gift Aid, the bidder confirms that they are a UK taxpayer. Bidders should note that if they pay less Income Tax in the current year than the amount of Gift Aid claimed on all their donations, it is their responsibility to pay any difference.

3.2 For more info: [http://www.hmrc.gov.uk/charities/gift\\_aid/rules/auctions.htm](http://www.hmrc.gov.uk/charities/gift_aid/rules/auctions.htm).

#### **4 Applicable Law**

The Agreement between the bidder and BidAid shall be interpreted and construed in all respects in accordance with English law and any dispute arising in relation to any aspect of The Site, any item, payment, delivery or any other matter relating to the Auction, shall be subject to the exclusive jurisdiction of the English courts to which the parties hereby irrevocably submit.

#### **5 Variation of Terms**

These Terms and Conditions may be revised or updated by us from time to time without notice. Bidders should familiarise themselves with the most recent version before bidding.

