

TERMS & CONDITIONS SILENT AUCTIONS

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything you want and nothing that you are not willing to agree to.

YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSES 4 (NO RIGHT TO WITHDRAW YOUR BID), 5 (OUR ROLE), 7 (DONATION TO THE CHARITY) AND 11 (LIMITATION OF LIABILITY).

Summary of some of your key rights:

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'auction lot'** means the item, experience or service that is available at the event subject to auction;
- **'bid'** means the offer to buy an auction lot at a specific price
- **'reserve'** means the minimum possible bid for any particular auction lot, as outlined on the site;
- **'supplier'** means the supplier of the auction lot;
- **'we', 'us' or 'our'** means Blue Monday Events Limited; and
- **'you' or 'your'** means the person using our site to place a bid on an auction lot.

If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to info@bluemondayauctions.com; or
- calling us on 03333 22 11 10 (our telephone lines are open Monday to Friday: 9 am to 5 pm).

Who are we?

We are a company registered in England and Wales under company number: 05545420.

Our registered office is at: 39 Nottingham South & Wilford Industrial Estate, Nottingham, England, NG11 7EP.

Our VAT number is: 871570512.

The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.

1 Introduction

1.1 If you place a bid through our site you agree to be legally bound:

1.1.1 by this contract; and

1.1.2 to purchase the auction lot, at the bid value.

1.2 This contract is only available in English. No other languages will apply to this contract.

1.3 When placing a bid through our site, you also agree to be legally bound by:

1.3.1 our website terms and conditions and any documents referred to in them;

1.3.2 extra terms which may add to, or replace some of, this contract. We will contact you to let you know if we intend to do this by giving you one month's notice; and

1.3.3 specific terms which apply to the auction lot in favour of the supplier. If you want to see these specific terms, please visit the relevant webpage for the services or click on the key terms button before you place your bid.

All of the above documents form part of this contract as though set out in full here.

TERMS & CONDITIONS SILENT AUCTIONS

2 Your privacy and personal information

- 2.1 Our **Privacy Policy** is available at <https://bluemondayauctions.com/cookie-policy/>.
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3 Placing a bid

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 You place a bid on the site by following the link provided at the event, selecting the auction lot you wish to place a bid on, and following the instructions therein (including reflecting the value of your bid). Please read and check your bid carefully before submitting it. You will be able to correct any errors before submitting your bid to us.
- 3.3 When you place your bid at the end of the online bidding process (eg when you click on the 'place bid' button), we will acknowledge it by email.
- 3.4 We may contact you to say that we do not accept your bid. This is typically for the following reasons:
 - 3.4.1 you placed your bid after the deadline notified in relation to the auction lot;
 - 3.4.2 we cannot authorise your payment;
 - 3.4.3 you are not allowed to place a bid with us;
 - 3.4.4 there has been a mistake on the description of the auction lot.
- 3.5 If you are under the age of 18 you may not place a bid through the site.
- 3.6 Subject to 3.8, only the winning bidder of any given auction lot will be obliged and have the right to enter into contract with the supplier for the purchase of the auction lot.
- 3.7 If, at the close of the auction, you are the winning bidder, you acknowledge that you are legally bound to purchase the auction lot from the supplier.
- 3.8 In the event that more than one person is the winning bidder, we will, at our sole and absolute discretion, either:
 - 3.8.1 offer the two winning bidders the opportunity to place a second bid on the auction lot; or
 - 3.8.2 offer the auction lot to any one of the winning bidders at random; or
 - 3.8.3 where there are more than one of the same auction lot, offer the auction lots to any of the winning bidders at our sole discretion.

4 NO RIGHT TO WITHDRAW YOUR BID: Your attention is particularly drawn to this clause.

- 4.1 The auction falls within the category of a "public auction" and so the right to cancel under part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013/3134 does not apply.
- 4.2 Once you have placed your bid, you acknowledge that your bid is irrevocable and, if you are the winning bidder, that you are under a contractual obligation to purchase the auction lot at the price set in your bid.
- 4.3 This does not affect the rights you have if your goods or services are faulty. A summary of these rights is provided at the top of this page. See also clause 9 below.

5 OUR ROLE: Your attention is particularly drawn to this clause.

- 5.1 We are an online auctioneer and act as the agent of the supplier. We provide and facilitate the online auction process. We are not the supplier of the auction lot. Any contract formed for the supply or purchase of the auction lot, pursuant to the auction process, will be formed between you and the supplier and we shall have no liability in relation to the same. For the avoidance of doubt, this extends to circumstances where the supplier becomes insolvent and is unable to perform the contract.
- 5.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed.

6 Payment

- 6.1 We generally accept debit and credit cards, we do not accept American Express. We do not accept cash or cheques.
- 6.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part or failure by us to comply with this contract or our Privacy Policy (see clause 2) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 6.3 Your credit card or debit card will only be charged when you have been confirmed as the winning bidder.
- 6.4 If your payment is not received by us in accordance with clause 6.3, we may charge interest on any balance outstanding at the rate of 4 percentage points per year above Barclays Bank plc's base rate. We will email you to let you know if we intend to do this.
- 6.5 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate, but (unless otherwise stated) experiences and venues exclude travel, accommodation, food and other such expenses that may be incurred.

TERMS & CONDITIONS SILENT AUCTIONS

7 DONATION TO THE CHARITY: Your attention is particularly drawn to this clause.

Most auctions take place at charity events, for charitable purposes. When you place a bid, you acknowledge that any part of the amount you bid which exceeds the reserve shall be classed as a donation to the relevant charity, and not payment for the auction lot or our services.

8 Nature of the services

- 8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
- 8.1.1 where the price has not been agreed upfront, the cost of the auction services must be reasonable; and
- 8.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

9 Faulty services

- 9.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
- 9.1.1 contact us using the contact details at the top of this page; or
- 9.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133
- 9.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 9.3 If the services we have provided to you are faulty, please contact us using the contact details on page 1 of this contract.

10 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

11 LIMITATION OF LIABILITY: Your attention is particularly drawn to this clause.

- 11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 11.1.1 losses that were not foreseeable to you and us when the contract was formed;
- 11.1.2 losses that were not caused by any breach on our part;
- 11.1.3 business losses; or
- 11.1.4 losses to non-consumers.

12 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

13 Disputes

- 13.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.
- 13.2 The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 13.3 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.