

# **The BIG dinner Auction: Terms and Conditions**

**If you're serious about bidding in our online auction for the BIG dinner for 500 miles, you should read this. These terms and conditions set out the rules by which the auction is run.**

By placing a bid, you acknowledge that you agree to the BIG dinner Auction Terms and Conditions.

In addition to reading the Terms and Conditions, please ensure that you read the description of the auction item which you are bidding for as it may include specific terms in respect of that item.

## **TERMS AND CONDITIONS**

('the Agreement')

### **1. 500 miles**

1.1. The proceeds of all auctions conducted on this website or for 500 miles through the agency of the website of The Scotsman Publications Limited ('TSPL') (each an 'Auction') will be donated to 500 miles.

500 miles is Scottish Registered Charity Number SC038205 and has its principal office at Box 500, 44-46 Morningside Road, Edinburgh EH10 4BF.

### **2. Lots and Donors**

2.1 All lots that are offered for auction (each a 'Lot') have been offered by third parties (each a 'Donor') for the sole purpose of raising funds for 500 miles.

### **3. Legal capacity**

3.1 Only individuals or organisations who can lawfully enter into and form contracts under the applicable law of the jurisdiction in which they are resident or registered may bid for and buy the Lots.

### **4. Legal status of bids**

4.1 Each placement of a bid will constitute a legal offer and shall be binding on you. As such, the bid may not be withdrawn after it is placed and may be accepted as the winning bid at any time.

4.2 Further to clause 4.1 above, you acknowledge that each bid made by you may be valid for a period of up to one calendar month, unless an Auction of a Lot is subject to early closure or extension by 500 miles in accordance with clause 5.7 below.

4.3 For the avoidance of doubt and as set out in clause 5.5 below, all bids will remain valid until payment for the relevant Lot has been received by 500 miles.

### **5. Bidding process**

5.1 Bids will not be accepted unless they are at least £10 higher than the current highest bid.

5.2 To be the winning bid in an Auction, the bid must be the highest bid and must meet any other conditions which may be specific to each Auction ('the Winning Bid'). If additional conditions apply, they will be published alongside the description of the Lot prior to the commencement of each Auction.

5.3 If your bid is followed by a higher bid which is later removed by 500 miles for any reason, it will be open to 500 miles to accept your bid, as though the higher bid had never been made.

5.4 If your bid is successful, 500 miles will notify you to confirm the amount of the Winning Bid and details of the relevant Lot, to arrange payment and to make arrangements for the taking up of the Lot.

5.5 If there is a problem with payment by you of the amount of the Winning Bid, 500 miles reserves the right (but has no obligation) to offer the Lot to the next highest bidder. When payment has been received by 500 miles, the relevant Auction will close and all unsuccessful bids will lapse.

5.6 500 miles reserves the right to refuse or remove bids in its absolute discretion.

5.7 500 miles reserves the right to close an Auction early or to extend it at any time and at its discretion. An Auction may be cancelled or delayed because of, amongst other things, technical difficulties experienced by 500 miles or TSPL or issues involving a Donor of the Lot (such as any decision by a Donor to remove its Lot from an Auction).

5.8 Further to clause 5.7 above, if an Auction is cancelled for any reason and subsequently re-activated, all previous bids will lapse and bidding will recommence.

5.9 If there is a dispute between you and another bidder, 500 miles is under no obligation to become involved in such dispute. You hereby release 500 miles, its officers, employees and agents and the Donors from any claims, demands or damages arising out of or in connection with any such disputes and/or this website and/or TSPL's website.

## **6. Lots**

6.1 Lots bought at an Auction are non-refundable, save as set out in clause 10 below.

6.2 500 miles shall have the right to vary the venue at which a Lot will be taken up provided that the alternative is reasonably comparable in terms of location and quality.

6.3 For the avoidance of doubt none of the Lots include transport for the winning bidder and/or guests.

## **7. Payment**

7.1 Payment must be received by cheque, debit card or credit card.

7.2 Payment must be received by 500 miles within 21 days of you receiving confirmation from 500 miles that your bid is the Winning Bid.

7.3 Unless otherwise agreed by 500 miles, no arrangements for the taking up of any Lot will be made until payment has been received. If payment is made by cheque, the arrangements for the taking up of any Lot will not be made until the cheque has cleared.

## **8. Currency**

8.1 Each Auction will be conducted in pounds Sterling and payment must be received in pounds Sterling. The actual cost to you, if you pay in a different currency, will vary according to the standard exchange rate applied by your bank on the date of billing.

## **9. VAT**

9.1 Although 500 miles believes that it is exempt from paying VAT for the purposes of the Auctions, if this position should change, the amount of the Winning Bid shall be inclusive of any applicable VAT.

## **10. Refund of Lots**

10.1 You agree that your sole remedy for misdescription of any Lot will be to receive a refund of any payment made by you for the Lot. However, such repayments shall only be made in the case of a materially significant misdescription and provided the Lot has not been taken up by you.

10.2 In all other respects, you acknowledge and agree that you will not be entitled to a refund of the amount of the Winning Bid in the event that you should decide that you no longer want the Lot.

## **11. Liability**

11.1 500 miles endeavours to ensure that the information and other material on the BIG dinner website are correct and complete, but does not accept liability (except as set out below) for any errors in or omissions from the BIG dinner website and/or the website of TSPL.

11.2 500 miles will use all reasonable efforts to correct errors and omissions as quickly as practicable after being notified of them.

11.3 500 miles shall not be liable for any claims or losses of any nature arising directly or indirectly from any inability by you to access the BIG dinner website and/or the website of TSPL because of, amongst other things, technical difficulties experienced by 500 miles and/or TSPL, Donors or the Internet. 500 miles makes no warranty that the BIG dinner website and/or the website of TSPL will meet your requirements, or that it will be timely, secure or error free.

11.4 500 miles shall not in any circumstances be liable in contract or delict (including negligence and breach of statutory duty) for any indirect or consequential loss, howsoever caused or arising in connection with this Agreement or your use of the BIG dinner website and/or the website of TSPL or the Lot purchased by you.

11.5 Without prejudice to any of the foregoing, you agree that 500 miles will only be liable for direct loss up to a maximum total of the amount of the Winning Bid in respect of any one incident or series of incidents attributable to the same cause.

## **12. Use of site content**

12.1 All Intellectual Property Rights ("IPR") in the appearance and design of the BIG dinner website and the website of TSPL and the materials and contents displayed on this website shall belong to 500 miles and TSPL respectively, except to the extent that all IPR in any

advertisements shall remain with the relevant Donors.

12.2 This website is for personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer or sell any information obtained from this website. You may only download to your personal computer for viewing purposes and print out a number of pages of this website for your personal use.

### **13. Links**

13.1 500 miles assumes no responsibility for the contents of any other websites to which this website has links. As such, 500 miles shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, goods or services available on such hyperlinked sites, over which 500 miles has no control. The inclusion of any hyperlinks to such other websites does not mean that 500 miles endorses the material on such web sites or has any association with the owner thereof.

### **14. Data Protection**

14.1 500 miles complies with the provisions of the Data Protection Act 1998 in processing personal information. As such, your personal information will be held confidentially by 500 miles and will only be used by 500 miles or disclosed to a third party (such as a Donor) if such use or disclosure is required for the purposes of this Agreement or as otherwise instructed by you.

14.2 If necessary, 500 miles 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 you.

### **15. Assignment**

15.1 You shall not assign, transfer or otherwise dispose of any of your rights, interests or obligations under this Agreement to any person or organisation.

### **16. Severability**

16.1 If any provision of this Agreement shall be prohibited by or adjudged by a Court to be unlawful void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

### **17. Third Party Rights**

17.1 This Agreement does not create or confer any right under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to this Agreement.

### **18. Limitation**

18.1 You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or in relation to an Auction or these terms and conditions must be filed within one year after such claim or cause of action arises or be forever barred.

## **19. Jurisdiction**

19.1 This Agreement shall be governed by and construed in accordance with the laws of Scotland whose courts shall be courts of competent jurisdiction. Every Auction that is carried out on this website or through the agency of the website of TSPL shall be deemed to be performed in Scotland.

Access to and participation by you in an Auction is confirmation that you have understood and accepted the above Terms and Conditions.