

By placing a bid, you acknowledge that you agree to the MDIRF'S 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. Mark Davies Injured Riders Fund (MDIRF)

The Mark Davies Injured Riders Fund is a UK registered charity and the net proceeds of this and any auction will be donated to them

2. Goods and Donors

2.1 All items that are offered for auction ('the Goods') have been donated by third parties ('Donors') for the sole purpose of raising funds for MDIRF

3. Legal capacity

3.1 Only individuals who can lawfully enter into and form contracts under applicable law may bid for and buy the Goods in the Auctions. In all cases you must be at least 18 years of age (or such other age, if greater, as may be required for us to lawfully contract with you in the jurisdiction in which you are resident).

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 As such, the bid may not be withdrawn after it is placed and may be accepted as the winning bid at any time.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 is subject to early closure or extension by MDIRF as displayed on the auction site from time to time

4.3 For the avoidance of doubt and as set out in clause 5.4 below, all bids will remain valid until payment for the relevant Goods has been received by the MDIRF

5. Bidding process

5.1 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 Goods prior to the commencement of each Auction.

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

5.3 If your bid is successful, the MDIRF will notify you by telephone or email to confirm the amount of the Winning Bid and details of the relevant

Goods, and to arrange payment and delivery. Cleared payment must be received within 72 hours of the end of the auction.

5.4 If there is a problem with payment by you of the amount of the Winning Bid, the MDIRF reserves the right to offer the Goods to the next highest bidder. When payment has been received by the MDIRF, the relevant Auction will close and all unsuccessful bids will lapse.

5.5 The MDIRF reserves the right to refuse or remove bids in its absolute discretion.

5.6 The MDIRF 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, issues involving a Donor of the Goods (such as any decision by a Donor to remove its Goods from an Auction).

5.7 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.

5.8 If there is a dispute between you and another bidder, the MDIRF is under no obligation to become involved in such dispute. You hereby release the MDIRF, 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.

6. Goods

6.1 Goods bought at an Auction are non-refundable and non-exchangeable, save as set out in clause 11 below. The MDIRF cannot guarantee the condition or suitability of the Goods or the fitness of the Goods for their stated purpose.

6.2 You acknowledge that the Goods may differ slightly from the photographic images displayed on this website.

6.3 You acknowledge that all information that is provided as a description of each of the Goods is reproduced by the MDIRF in good faith and is consistent with information supplied to the MDIRF. As such, the MDIRF cannot be held responsible for inaccurate or misleading product descriptions.

6.4 The MDIRF shall have the right to substitute Goods of a similar description and standard if for any reason the relevant Goods are not available.

7. Payment

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

7.2 Cleared Payment must be received by the BBC within 72 hours of you receiving confirmation that your bid is the Winning Bid from the MDIRF. However, the MDIRF may request payment at an earlier date if the prize is time-critical

7.3 Payment will include the amount of the Winning Bid and the cost of delivery (if applicable) which shall be notified to you by the MDIRF as set

out in clause 10 below.

7.4 Unless otherwise agreed by the MDIRF, Goods will not be released to you until payment has been received. If payment is made by cheque, Goods will not be released to you 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 the MDIRF 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. Delivery

10.1 Further to clause 7.3, you acknowledge that the amount of the Winning Bid does not include the costs of delivery and you may be required to pay additional charges for insurance, packaging and delivery. Any additional charges will be notified to you by and agreed in advance with, the BBC.

10.2 The MDIRF is not liable for any duty or seizure costs incurred during international delivery of Goods.

10.3 A signature may be required upon delivery.

10.4 Damages to or loss of the Goods during transit are not the responsibility of the MDIRF

10.5 Delivery of the Goods is subject to delivery by the Donor. In the event that delivery does not occur for whatever reason, you agree that your sole remedy will be to receive a refund of any payment received by the MDIRF from you in respect of the Winning Bid and, if paid in advance by you, the cost of delivery.

11. Refund and Exchange of Goods

11.1 The MDIRF shall refund the amount of the Winning Bid or request that the Donor exchange Goods that are shown to be defective within the meaning set out in section 3 of the Consumer Protection Act 1987 Part 1. In order to be considered for a refund or exchange of Goods, you must notify the mdirf in writing of the relevant defect within 30 days of the Goods having been delivered to you.

11.2 You agree that your sole remedy for misdescription of the Goods will be to receive a refund of any payment made by you for the Goods and, (if applicable) the cost of delivery. However, such repayments shall only be made in the case of a materially significant misdescription and provided the Goods have not been used by you. Notice of such misdescription must be received by the MDIRF within 10 working days of receipt by you of the Goods following which we will contact you to discuss repayment and return

of the Goods to us.

11.3 In all other respects, you acknowledge and agree that you will be entitled to neither a refund of the amount of the Winning Bid, nor an exchange of Goods, in the event that you should decide that you no longer want the Goods.

11.4 You acknowledge that certain of the Goods may contain specific refund or warranty conditions which will be included in the description of the Goods prior to each auction and may legally bind you.

12. Liability

12.1 The MDIRF endeavours to ensure that the information and other material on this website are correct and complete, but does not accept liability (except as set out below) for any errors in or omissions from this website.

12.2 The MDIRF will use all reasonable efforts to correct errors and omissions as quickly as practicable after being notified of them.

12.3 Except as specifically set out in this Agreement, the MDIRF makes no representation and expressly excludes all conditions or warranties, expressed or implied, including (but not limited to) the availability, quality, timeliness, performance or fitness for a particular purpose of any of the Goods available, to the full extent permitted by English law.

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

12.5 The MDIRF shall not in any circumstances be liable in contract or tort (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 this website, or Goods purchased by you.

12.6 Without prejudice to any of the foregoing, you agree that the MDIRF 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.

12.7 Nothing in this Agreement shall purport to exclude liability for death or personal injury where such has been caused by the negligence of the MDIRF

13. Use of site content

13.1 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.

14. Links

14.1 The MDIRF assumes no responsibility for the contents of any other websites to which this website has links. As such, the MDIRF 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 the MDIRF has no control. The inclusion of any hyperlinks to such other websites does not mean that the MDIRF endorses the material on which web sites or has any association with the owner thereof.

15. Data Protection

15.1 The MDIRF complies with the provisions of the Data Protection Act 1998 in processing personal information. As such, your personal information will be held confidentially by the MDIRF and will only be used by the MDIRF 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. 15.2 If necessary, the MDIRF 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.

16. Assignment

16.1 You shall not assign, transfer sub-license, mortgage charge or otherwise dispose of any of its rights, interests or obligations under this Agreement to any person or organisation.

17. Severability

17.1 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.

18. Third Party Rights

18.1 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.

19. Limitation

19.1 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 (1) year after such claim or cause of action arises or be forever barred.

20. Jurisdiction

20.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales whose courts shall be courts of competent jurisdiction. Every auction that is carried out on this website shall be deemed to be performed in England.

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