

TERMS AND CONDITIONS FOR CHARITY AUCTION

These terms and conditions (the 'Terms and Conditions') govern any participation in this charitable auction (the "Auction"). By bidding in the Auction, you expressly agree to be bound by these Terms and Conditions.

1. Luton Town Football Club 2020 Ltd ('LTFC')
 - a) Profits from this Auction, conducted by LTFC, will be donated to The Royal British Legion charity. The successful bidder will be asked to make immediate payment by credit or debit card accordance with Clause 6.b. Full details will be supplied to the bidder when the auction is over. See clause 4.h below.
2. Legal capacity
 - a) Only individuals who can lawfully enter into and form contracts under English law may bid for and buy the Items. In all cases bidders must be at least 18 years of age.
3. Legal status of bids
 - a) Each placement of a bid will constitute a legal offer which, on acceptance by LTFC, will form an agreement which will be binding on the bidder.
 - b) For the avoidance of doubt and as set out in clause 4d below, all bids will remain valid until payment for the item or items being offered for auction (the 'Items') have been received.
4. Bidding process
 - a) Persons wishing to enter the Auction must complete the form as publicised on the Club's website and social media channels with their name, contact details and bid.
 - b) All entries must be received by 15:00noon (UK time) on the closing date of the auction – Friday 15th December 2017
 - c) The winning bid in the auction will be the highest bid which meets any conditions which may be applicable (the 'Winning Bid').
 - d) The winning bid for each individual player's shirt will win that shirt.
 - e) If a bid by an individual is followed by a higher bid by that person that is later removed by LTFC for any reason, it will be open to LTFC to accept the earlier bid, as though the higher bid had never been made.
 - f) If a bid is successful, LTFC will notify the bidder by telephone, letter or email to confirm the amount of the winning bid, details of the Items, and to arrange payment and delivery.
 - g) If there is a problem with payment by the successful bidder of the amount of the Winning Bid, LTFC reserves the right to offer the Items to the next highest bidder.
 - h) LTFC reserves the right to refuse or remove bids in its absolute discretion.
 - i) LTFC reserves the right to close the Auction early or to extend it at any time and at its discretion.

- j) Further to clause 4i above, if the Auction is cancelled for any reason and subsequently reactivated, all previous bids will lapse and bidding will recommence.
- k) If there is a dispute between bidders, LTFC is under no obligation to become involved in such a dispute. LTFC, its officers, employees and agents are hereby released from any claims, demands or damages arising out of or in connection with any such disputes.

5. Items

- a) Items bought through the Auction are non-refundable and non-exchangeable, save as set out in clause 10 below. LTFC cannot guarantee the condition, content or suitability of the items.
- b) Bidders acknowledge that all information that is provided as a description of the Items is produced by LTFC in good faith. As such, LTFC cannot be held responsible for inaccurate or misleading descriptions.
- c) LTFC shall have the right to substitute items of a similar description and standard, if for any reason the relevant Items are not available or for any other substantial reason. In the event of such substitution before the close of the auction, a bidder may withdraw a bid by notice to LTFC, such notice to be received before the close of bidding. In the event of a substitution after the close of the auction the winning bidder shall have the right to decline the substitution within seven [7] days and, where applicable, the right to a refund of monies paid. In the event that that the winning bidder does not accept the substituted items the Items will be offered to the next highest bidder.

6. Payment

- a) Payment must be received within five [5] working days of the winning bidder receiving confirmation that the bid is the winning bid. LTFC cannot accept any liability for payments not received, as a result of failures in the postal service or otherwise.
- b) Unless otherwise agreed by LTFC, Items will not be released until payment has been received and cleared funds have been received.

7. Currency

- a) The auction will be conducted in pounds Sterling.
- b) The amount of the Winning Bid shall be inclusive of any applicable VAT.

8. Links

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

9. Data Protection

- a) LTFC complies with the provisions of the Data Protection Act 1998 in processing personal information. As such, your personal information will be held confidentially by LTFC and will only be used by LTFC or disclosed to a third party if such use or disclosure is required for the purposes of delivering the Items to the winning bidder or as otherwise instructed by you.
- b) If necessary, LTFC will cooperate with any investigation by any governmental body or any court or tribunal legitimately exercising rights and such cooperation may be without notice to you.

10. Severability

- a) 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.

11. Third Party Rights

- a) 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.

12. Limitation

- a) All bidders 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.

13. Jurisdiction

- a) 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.

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

The Royal British Legion is a Registered Charity No. 219279.