



SARACENS SPORT FOUNDATION AUCTION TERMS AND CONDITIONS

Saracens Sport Foundation Charity Auction – Terms and Conditions

Thank you for supporting Saracens Sport Foundation (Registered Charity No. 1079316). These Terms and Conditions govern participation in the Saracens Sport Foundation online charity auction.

1. Promoter

The promoter of this auction is Saracens Sport Foundation, Registered Charity No. 1079316.

2. Eligibility

1. Participation in the auction is open to residents of the United Kingdom aged 18 years or over.
2. Employees of the Saracens Sport Foundation who are directly involved in the administration of the auction are not eligible to participate.
3. The Foundation reserves the right to verify the eligibility of any bidder and may request proof of age and identity.
4. Any bid made by, on behalf of, or for a person under the age of 18 shall be deemed invalid.

3. Auction Item

1. The auction item is a unique piece of rugby memorabilia consisting of a refrigerator that was both painted and personally signed by Jonny Wilkinson following England's Rugby World Cup victory in 2003 as part of a one-off Adidas campaign.
2. This item is believed to be a unique, one-of-a-kind collector's piece and is offered as memorabilia.
3. The Foundation believes the item to be authentic but provides no warranties, representations or guarantees regarding authenticity, condition, future value or investment potential.
4. The item is sold as seen and may show signs of age, wear, storage or use consistent with its age and history.
5. The item is non-transferable, non-refundable and no cash alternative will be offered.

6. The Foundation reserves the right to withdraw the item from auction or amend the description where necessary.

4. Reserve Price

1. A reserve price of £3,000 applies to the auction item.
2. The item will not be sold unless the reserve price is met or exceeded.
3. The Foundation reserves the right not to disclose whether the reserve price has been met during the auction.

5. How to Participate

1. Bids must be submitted through the designated auction platform or method specified by the Foundation.
2. Bids must be received before the published closing date and time of the auction.
3. By placing a bid, participants confirm that they are legally capable of entering into a binding agreement and agree to be bound by these Terms and Conditions.
4. The Foundation reserves the right to reject any bid that is incomplete, fraudulent, misleading or otherwise invalid.

6. Winning Bid

1. Subject to the reserve price being met, the winning bidder will be the participant who submits the highest valid bid at the time the auction closes.
2. If two or more identical highest bids are received, the bid submitted first shall take precedence.
3. The Foundation's decision regarding the winning bid shall be final.

7. Payment

1. The winning bidder will be notified by email following the close of the auction.
2. Full payment must be received within seven (7) calendar days of notification unless otherwise agreed in writing by the Foundation.
3. Payment must be made using a method approved by the Foundation.
4. If payment is not received within the required period, the Foundation reserves the right to:
 - Withdraw the award of the item;
 - Offer the item to the next highest eligible bidder; or
 - Dispose of the item as it sees fit.
5. Any funds received after the award has been withdrawn may be treated as a donation to the Foundation.

8. Collection and Delivery

1. The winning bidder shall be responsible for arranging and paying for collection, transportation, shipping, insurance and any related costs associated with the item.
2. Collection arrangements must be agreed with the Foundation within a reasonable period following payment.
3. Risk in the item shall pass to the winning bidder upon collection or transfer to a carrier arranged by the winning bidder.
4. The Foundation accepts no responsibility for loss or damage occurring after collection or dispatch.

9. Use of Funds

All monies raised through the auction will support the charitable activities and direct services of the Saracens Sport Foundation (Registered Charity No. 1079316).

10. Technical Issues and Liability

1. The Foundation accepts no responsibility for bids that are lost, delayed, corrupted, misdirected, incomplete or otherwise not successfully received due to technical failures or circumstances beyond its reasonable control.
2. The Foundation shall not be liable for any interruption, cancellation or amendment of the auction arising from circumstances beyond its control.
3. The Foundation reserves the right to amend, suspend or cancel the auction where reasonably necessary.

11. Winner Notification

1. The winning bidder will be notified using the contact details provided during the bidding process.
2. It is the bidder's responsibility to ensure that their contact details are accurate and up to date.

12. Unclaimed Item

Where the Foundation is unable to contact the winning bidder, or where the winning bidder fails to make payment or complete collection arrangements within six months of the Foundation's first attempt to notify them, the Foundation may re-offer, re-auction or otherwise dispose of the item as it sees fit.

13. Publicity

1. The winning bidder agrees to co-operate with reasonable publicity relating to the auction if requested by the Foundation.
2. Winners may be required to provide proof of age and identity before the item is released.

14. Errors

In the event of any technical, administrative, printing or other error affecting the auction, the Foundation reserves the right to administer the auction as though the error had not occurred and to take such action as it reasonably considers necessary to preserve the integrity of the auction.

15. Disqualification

The Foundation reserves the right to disqualify any participant who breaches these Terms and Conditions, provides false information, or acts in a manner that compromises the fairness or integrity of the auction.

16. Data Protection

Personal information provided in connection with the auction will be processed by the Foundation solely for the purposes of administering the auction and in accordance with applicable data protection legislation and the Foundation's Privacy Policy.

17. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising in connection with the auction shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18. Complaints

The Foundation's decision in all matters relating to the auction is final.

Any complaints regarding the auction should be directed to:

Head of Foundation

Richard Symonds

RichardSymonds@saracens.net

Saracens Sport Foundation

Registered Charity No. 1079316