

Pilotlight's Online Auction Terms & Conditions

1. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS & CONDITIONS

Please read these Terms and Conditions carefully before bidding on Pilotlight's Online Auction. You should understand that by using Our online bidding system and bidding on any Lot(s) or Special Lot(s), You agree to be bound by these Terms and Conditions that comprise the entire agreement between You and Us. In addition, please ensure that You read the description of the Lot or Special Lot which You are bidding for, as it may include additional specific terms between You and the Donor in respect of that item.

2. DEFINITIONS OF WORDS AND EXPRESSIONS

2.1 In these Terms and Conditions unless inconsistent with the context or otherwise specified the following definitions will apply:

"Bid"	means any offer in sterling (GBP) on a Lot or a Special Lot
"Bidder"	means any party making a Bid
"Bidding Deadline"	means 11.30pm on Tuesday, 30 th November 2010 for all Lots other than the Special Lots
"Certificate"	means the document issued by Us to the Winning Bidder detailing how to claim a Lot or a Special Lot in accordance with the Donor's conditions
"Donor"	means the third party who has donated a Lot, subject to their conditions, for the purpose of raising funds for Pilotlight
"Lot(s)"	means the items detailed on the Website consisting of different types of experiences and sharing of skills for which You may bid in accordance with these Terms and Conditions
"Live Auction"	means the continuation of the auction of the Special Lot(s) at the live auction dinner to be held on the evening of 30 th November 2010 commencing at 7.30 pm
"Online Auction"	means the auction of the Lots, and the opening of the auction of the Special Lots, on the Website
"Payment Office"	means Pilotlight's offices at 15-17 Lincoln Inn Fields, London, WC2A 3ED

"Privacy Policy"	means the privacy policy in accordance with which We process Your personal data and which can be accessed on the Website
"Special Lot(s)"	means the items detailed on the Website consisting of different types of experiences and sharing of skills which are marked as "LIVE" and which will be available for online bidding from 19 th November until 12.00 pm (noon) on 30 th November 2010 in respect of which the highest Bidder will then be entered into the Live Auction in accordance with clause 6.3 of these Terms and Conditions
"Special Lot Winning Bid(der)"	means the highest Bidder in respect of each Special Lot as announced at the conclusion of the bidding for that Special Lot during the Live Auction
"Terms and Conditions"	means these terms and conditions headed "Pilotlight's Online Auction Terms & Conditions"
"We/Us/Our/Pilotlight"	means Pilotlight (registered charity in England & Wales no: 1059660 and company no. 03270679) whose registered office is c/o MHR Consultancy, Minister House, 126a High Street, Twickenham, Middlesex, TW2 7LL and whose contact email address is info@pilotlight.org.uk
"Website"	means www.pilotlight.org.uk
"Winning Bid(der)"	means the highest Bidder in respect of each Lot contacted by telephone and/or e-mail after the Bidding Deadline subject to cleared payment being received
"Working Day"	means any day that is not a Saturday, Sunday or a bank holiday in England
"You/Your"	means a party who Bids on a Lot or Special Lot

2.2 Headings have been included for convenience only and will not be used in construing any provision of these Terms and Conditions.

3. WHO CAN BID

.1 This Online Auction is only open to individuals (excluding Our employees) who are aged 18 years and over and resident in the United Kingdom. If You register Your details and Bid for a Lot or a Special Lot You warrant to Us that You are legally capable of entering into a binding contract and You are at least 18 years old and not an employee of Pilotlight.

.2 If You are bidding on behalf of a legal entity, You warrant to Us that You have the authority to bind the legal entity to these Terms and Conditions. We

reserve the right to ask You to provide written authority from the legal entity before issuing a Certificate.

- .3 You must register Your full name, email address, telephone number and contact address in order for Your Bid to be valid. If any of the fields are incomplete then any Bid You make shall be invalid.
- .4 You agree that You are responsible for maintaining the confidentiality of Your user name and password, for ensuring that it is not used by anyone else, and for all Bids that occur under Your user name and password. If You believe that Your user name and/or password has become known to anyone else, You must notify Us immediately.

4. LOT(S) and DONORS

- 4.1 All Lots and Special Lots have been donated for the sole purpose of raising funds for Us and are subject to the Donor's conditions.
- 4.2 You accept that any information, photographs and descriptions of the Lot(s) or Special Lots are reproduced by Us on the Website in good faith and consistent with the information We have received from the Donor. You accept that whilst We will strive to ensure that the descriptions of the Lots and Special Lots are accurate, complete and up-to-date, We do not warrant or guarantee the accuracy, completeness or timeliness of such information. Except in the case of fraud, You agree not to hold Us responsible for any damage or loss resulting from inaccurate or misleading information.
- 4.3 You are required to conduct any research or due diligence of a Lot or Special Lot prior to making a Bid.
- 4.4 Without limiting any of your non-excludable statutory rights (if any), You agree that a Lot is non-refundable and non-exchangeable save in the event that a Lot does not materially comply with the relevant description on the Website and/or is faulty.

5. LEGAL STATUS OF BIDS

- 5.1 If You place a Bid on the Website in relation to a Lot or a Special Lot it will constitute a legal offer and You will be bound by it. Should you subsequently place one or more higher Bid(s) on the Website in relation to the same Lot or Special Lot, Your earlier Bid(s) will be deemed to have lapsed and You will be bound by Your higher or highest Bid (as the case may be).
- 5.2 You are not entitled to withdraw a Bid after it has been placed and agree that at the close of the Online Auction or the Live Auction (as the case may be) Your Bid may be treated as the Winning Bidder in accordance with clause 6 below.
- 5.3 For the avoidance of doubt and as set out in sub-clause 6.6 below, all Bids will remain valid until payment for the Lot or Special Lot has been received in cleared funds by Us.

6. BIDDING PROCESS AND RULES

- .1 You may place Bids at any time prior to the Bidding Deadline (when the Online Auction will close). For the avoidance of doubt the Bidding Deadline does not apply to Special Lot(s) which will be dealt with in accordance with clause 6.3 below.
- .2 Bids will be accepted only if they are at least £10 higher than the current highest Bid.
- .3 If You are the highest Bidder on any lot marked as a Special Lot during the Online Auction, You will be entitled to participate in the Live Auction on the evening of 30th November 2010 but You will not have won that Special Lot, and We will contact You by telephone after 12.00 pm (noon) on 30th November 2010 and invite You to participate by telephone or in person in the Live Auction commencing at 7.30pm on 30th November 2010, should You wish to do so. The auctioneer at the Live Auction may start the bidding for that Special Lot at an amount below the amount which You bid online. If the bidding at the Live Auction does not reach the amount bid by You in the Online Auction, Your Bid in the Online Auction will be automatically accepted when the auctioneer announces the completion of the bidding for that Special Lot and You will be the Special Lot Winning Bidder for that Special Lot and bound by Your online Bid for the same. (If You have chosen not to attend the Live Auction by telephone or in person, We will notify You by telephone that You are the Special Lot Winning Bidder within twenty-four (24) hours of the Live Event). If the bidding at the Live Auction exceeds the amount bid by You online, You will be entitled to increase Your Bid originally offered online by participating in the Live Auction bidding for that Special Lot.
- .4 We reserve the right to accept, refuse, reject or remove Bids at Our sole discretion.
- .5 For those Lots other than the Special Lots if You have placed the Winning Bid We will aim to contact You within twenty four (24) hours, and in any case We will contact You within seven (7) Working Days following the Bidding Deadline, either by telephone or e-mail. Notification by Us to You of Your Winning Bid will constitute acceptance by Us of Your Bid and a binding agreement.
- .6 If, prior to the Bidding Deadline, Your Bid is followed by a higher Bid which is removed by Us for any reason it will be open to Us to accept Your Bid as though the higher Bid had never been made.
- .7 If You are contacted by Us after the Bidding Deadline as the Winning Bidder in respect of any Lot or Special Lot and You fail to pay in accordance with clause 7 below, then We reserve the right to offer that Lot or Special Lot to the next highest Bidder.
- .8 Once payment has been received by Us then all unsuccessful Bids will lapse.
- .9 We reserve the right to cancel, close or extend the Online Auction and/or the Live Auction at any time at Our sole discretion. If the Online Auction and/or the Live Auction is cancelled for any reason then all Bids will lapse. If a Donor

withdraws a Lot or a Special lot for any reason then all Bids that have already been placed in relation to that Lot or Special Lot shall lapse.

- .10 If there is a dispute between You and another Bidder, Pilotlight is under no obligation to become involved in such dispute. You hereby release Pilotlight, its trustees, employees and agents and the Donors from any claims, demands or damages arising out of or in connection with any such disputes.

7. PAYMENT

- .1 The Winning Bidder will have ten (10) Working Days from the date of notification to pay Us for the Lot or Special Lot. We will accept payment by either credit or debit card (excluding American Express) or by cheque (which must have cleared within the 10 Working Day period). Cheques should be made payable to Pilotlight and sent to the Payment Office details above.
- .2 The amount of any Winning Bid and/or Special Lot Winning Bid will be inclusive of VAT (if any) but will be exclusive of delivery costs (if any).
- .3 We reserve the right to take legal action against You to recover the Winning Bid and/or any legal costs and expenses arising out Your failure to comply with sub-clauses 7.1 and 7.2.
- .4 If there is a problem with payment by You of the amount of the Winning Bid then We reserve the right to offer the Lot or Special Lot in respect of which You were the Winning Bidder to the next highest Bidder and claim costs and expenses against You.

8. WHAT DOES THE WINNING BIDDER RECEIVE?

- .1 Within five (5) Working Days of receipt of Your payment in accordance with sub-clause 7.1 We will issue a Certificate by e-mail and post to the Winning Bidder of a Lot or a Special Lot. The Certificate will entitle You as the Winning Bidder to claim Your Lot or Special Lot from the Donor and will provide You with the information You need to do so.
- .2 Provision of the Certificate of the Lot or Special Lot will conclude the agreement between Us and You except in relation to provisions of these Terms and Conditions which by their nature survive termination.

9. DATA PROTECTION

All personal data collected in connection with this Online Auction will be processed in accordance with Our Privacy Policy, which can be accessed on the Website.

10. LINKS

Pilotlight assumes no responsibility for the contents of any other websites to which the Website has links. As such, Pilotlight shall not be held responsible or liable for any loss or damage 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 Pilotlight has no control. The inclusion of any

hyperlinks to such other websites does not mean that Pilotlight endorses the material on such websites or has any association with the owner thereof.

11. LIABILITY

- 11.1 Pilotlight endeavours to ensure that the descriptions of Lots and Special Lots and other material on the Website are correct and complete, but does not accept liability (except as set out below) for any errors in or omissions from the Website.
- 11.2 Pilotlight will use all reasonable efforts to correct errors and omissions as quickly as practicable after being notified of them.
- 11.3 Except as specifically set out in these Terms and Conditions, Pilotlight 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 Lots of Special Lots available, to the full extent permitted by English law.
- 11.4 Pilotlight 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 Pilotlight, Donors or the internet. Pilotlight makes no warranty that the Website will meet Your requirements, or that it will be timely, uninterrupted, secure or error free.
- 11.5 Pilotlight shall not in any circumstances be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for any indirect or consequential loss, howsoever caused or arising in connection with these Terms and Conditions or Your use of the Website, or a Lot or Special Lot purchased by You.
- 11.6 Without prejudice to any of the foregoing, You agree that Pilotlight 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.
- 11.7 Nothing in these Terms and Conditions shall purport to exclude liability for death or personal injury where such has been caused by the negligence of Pilotlight or any other liability which cannot be excluded by law.

12. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 is expressly excluded and these Terms and Conditions do not create any right enforceable by any person other than You and Us.

13. SEVERANCE

The invalidity, illegality or unenforceability of any of the provisions of these Terms and Conditions shall not affect the validity, legality and enforceability of the remaining provisions of these Terms and Conditions.

14. WAIVER AND ACCUMULATION OF REMEDIES

No delay or failure by Us to exercise any powers, rights or remedies under these Terms and Conditions will operate as a waiver of any subsequent breach and no powers, rights or remedies herein conferred upon or reserved for Us is exclusive of any other powers, rights or remedies available to Us and each such right, power or remedy shall be cumulative.

15. JURISDICTION

15.1 These Terms and Conditions and any non-contractual obligations arising from or connected with them shall be construed in accordance with the laws of England and Wales.

15.2 Any dispute arising from, or related to, these Terms and Conditions shall be subject to the exclusive jurisdiction of the Courts of England in respect of all proceedings arising out of their subject matter (whether relating to contractual or non-contractual obligations).