Molly the Owl Silent Auction – Terms and Conditions

1. General & Organiser Information

- This online silent auction (the "Auction") is organised by East Anglia's Children's Hospices, a registered charity in England and Wales under charity number 1069284 (the "Charity").
- By registering to bid or submitting a bid, participants ("Bidders") agree to be bound by these Terms and Conditions.

2. Bidder Eligibility & Registration

- Bidding is open strictly to individuals aged 18 years or older who have the legal capacity to enter into a binding contract.
- Bidders must bid via the EACH website using accurate personal details, including their full name, email address, and telephone number.
- The Charity reserves the right to refuse or cancel any registration or bid at its sole discretion.

3. Bidding Process & Binding Commitment

- The Auction closes promptly on Sunday 3rd January at midnight (UK time).
- All bids must be placed in Pounds Sterling (£) and must meet or exceed the stated starting bid.
- Every bid placed is a legally binding offer to purchase the Lot. Bids cannot be retracted, cancelled, or reduced once submitted.

4. Winning Bids & Reserve Prices

- The highest valid bid recorded by the platform server at the official closing time will be declared the winning bid, provided it meets the stated reserve price of £1,000.
- In the unlikely event of an exact tie, the bid recorded earliest by the platform's timestamp will take priority.
- The winning bidder will be notified on Monday 4th January 2027.

5. Item Descriptions

- The Lot has been donated to the Charity in good faith and are sold "as seen" without warranties, guarantees, or refunds.
- The Lot is not weatherproofed and would require an appropriate treatment if the winning bidder wishes to display it outside.
- Descriptions and images are provided as a guide only. The Charity is not liable for any errors or inaccuracies in descriptions supplied by third-party donors.
- Bidders may satisfy themselves on the condition and size of the Lot by visiting the Adrian Hill Fine Art gallery during their regular opening hours. Please note the gallery is closed over Christmas and further details can be found at www.adrianhillfineart.com.

6. Payment Terms

- Full payment must be made within 3 working days of notification via bank transfer, online payment or at our Holt retail shop.
- If full payment is not received by the deadline, the Charity reserves the right to cancel the sale and offer the Lot to the next highest bidder.

7. Delivery, Collection & Risk

- Legal ownership of a Lot passes to the Winning Bidder only upon receipt of cleared payment in full.
- Collection: the Lot must be collected from the Adrian Hill Fine Art Gallery between the 13th and 22nd January 2027, and all arrangements and costs associated with collection/transport are the responsibility of the winning bidder.

8. Gift Aid & UK Tax Rules

- Under HMRC regulations, payments made for goods, services, or experiences won in a charity auction do not qualify for Gift Aid, as the bidder receives a benefit in return.
- Gift Aid can only be claimed on standalone, voluntary cash donations made separately from any auction purchase.

9. Technical Issues & Limitation of Liability

- The Charity is not responsible for failed, delayed, or missed bids caused by internet outages, device failures, or third-party platform interruptions.
- In the event of a major technical failure affecting the fairness of the Auction, the Charity reserves the right to pause, extend, or cancel the Auction or specific Lots.
- To the fullest extent permitted by law, the Charity excludes all liability for any loss, injury, or damage arising from the use or enjoyment of any Lot.

10. Data Protection (UK GDPR)

- Personal data collected during registration will be processed in accordance with the UK GDPR and the Charity's Privacy Policy, available at each.org.uk/privacy
- Bidder details will only be used to administer the Auction, process payments, and arrange Lot fulfilment.

11. Governing Law

- These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of its courts.