

BBC Radio Orkney BBC Children in Need 2023 Auction Terms and Conditions

This Agreement and the auction is conducted by BBC Radio Orkney
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Welcome to our Auction Terms and Conditions.

Please read all of these Terms and Conditions carefully. By continuing to access or participate in the Auction, you agree to be bound by them.

If you do not accept these Terms and Conditions, you should not access or participate in our Auction.

1. British Broadcasting Corporation ('the BBC')

1.1 All proceeds of this Auction, conducted by BBC Radio Orkney will be donated to BBC Children in Need. The successful bidder will be asked to make immediate payment in accordance with Clause 6. Full details will be supplied to the bidder when the Auction is over. See clause 4.3 below.

1.2. BBC Children in Need staff, BBC staff and any volunteers working on the auction (whether BBC staff or otherwise) and any of their relatives are excluded from taking part in this Auction.

2. Legal Capacity

2.1 Only individuals who can lawfully enter into and form contracts under applicable law may bid for and buy the auction items ("Items"). In all cases bidders must be at least 18 years of age. Those taking calls and bids will check each time that the bidder is 18 or over.

3. Legal status of bids

3.1 Each placement of a bid will constitute a legal offer which, on acceptance by the BBC, will form an agreement which will be binding on the bidder.

3.2 For the avoidance of doubt, the BBC recognises that this Auction does not satisfy the legal criteria of a "public auction" (as defined in at Reg.5 Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013). As a result, and as set out in clause 4.4 below, all bids will remain valid until payment for the Items has been received.

4. Bidding process

4.1 The winning bid in the Auction will be the highest bid which meets any conditions which may be applicable (the "Winning Bid").

4.2 If a bid is followed by a higher bid that is later removed by the BBC for any reason, it will be open to the BBC to accept the earlier bid and will be subject to these terms, as though the higher bid had never been made.

4.3 If a bid is successful, the BBC will notify the bidder by telephone at the earliest opportunity to confirm the amount of the Winning Bid, details of the Items, and to arrange payment and delivery. To assist in maintaining the integrity of the Auction, the BBC reserves the right to telephone bidders during the Auction in order to make standard checks.

4.4 If there is a problem with payment by the successful bidder of the amount of the Winning Bid or payment is not made within the timescales specified by the BBC, the BBC reserves the right to offer the relevant Item(s) to the next highest bidder and the BBC reserves the right to continue to accept the next highest bidder until payment for the Item(s) is successfully received. These Terms and Conditions apply to next highest bids accepted as they would to a Winning Bid.

4.5 The BBC reserves the right to refuse or remove bids in its absolute discretion.

4.6 The BBC reserves the right to close the Auction early or to extend it at any time and at its discretion. The Auction may be cancelled or delayed because of, amongst other things, technical difficulties experienced by the BBC or issues involving a donor of the Items (a "Donor") (such as any decision by the Donor to remove its Items from the Auction).

4.7 Further to clause 4.6 above, if the Auction is cancelled for any reason and subsequently re-activated, all previous bids will lapse and bidding will recommence.

4.8 If there is a dispute between bidders, the BBC is under no obligation to become involved in such a dispute. The BBC, BBC Children in Need, their officers, employees and agents and the Donors are hereby released from any claims, demands or damages arising out of or in connection with any such disputes.

4.9 Programme presenters during the live programme will refer to the terms and conditions on the website at the opening of each Auction and at regular intervals throughout the programme.

4.10 The BBC will inform listeners of the telephone charges that apply when bidding in the Auction. The Auction line number at BBC Radio Orkney is 01856 873939. Standard geographic charges from landlines and mobiles will apply.

4.11 Telephone Operators at BBC Radio Orkney will watch for possible hoaxes, and will refer any questionable calls to the Senior Programme Editor.

4.12 All Auction details, bidding progress, amounts, numbers etc will be retained for 12 months from fulfilment of the auction item.

5. Items

5.1 The Items consist of donated packages, experiences and services from UK and international businesses and will be described on BBC Radio Orkney's live programme and on BBC Radio Orkney's Facebook page prior to each Auction opening. Any requirements listed in the description of the Items will form part of these Terms and Conditions.

5.2 Items are non-exchangeable. Items comprising or including an event, membership or 'experience packages', are non-transferable, must not be resold, re-auctioned or transferred in any way.

5.3 Where any Item involves tickets to attend an event or any membership, the winning bidder is also expected to check any admission requirements from the venue or group and ensure that ticket holders meet such requirements. Where an Item involves an experience, there may be additional terms and conditions imposed by the Item donor or additional documents that the winning bidder must complete to take part.

5.4 Bidders acknowledge that, where Items are donated by third parties, all information provided as a description of the Items is reproduced by the BBC in good faith and is consistent with information supplied to the BBC. As such, the BBC cannot be held responsible for inaccurate or misleading descriptions. Where Items are donated by the BBC, the information provided as a description of the Item has been published in good faith and we will do our best to ensure that it is accurate. However, occasionally, it may be incorrect or incomplete due to human error or circumstances beyond our control.

5.5 All elements of the Items are expressed within the descriptions read out on the programme and/or as provided online. No additional fees, costs, travel, hospitality or expenses will be included.

5.6 The BBC 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 the BBC, 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 days and, where applicable, the right to a refund of monies paid. In the event that the winning bidder does not accept the substitution the Item will be offered to the next highest bidder and these terms will apply.

5.7 The winning bidder will be expected to take part in post-Auction publicity for the BBC or BBC Children in Need if required.

6. Payment

6.1 Payment must be in accordance with the payment details to be advised post-close to the winning bidder.

6.2 All monies must be received by the timeframe specified in the individual lot description. Staff at BBC Radio Orkney, BBC Children in Need, and their agents will ensure all Auction Items are claimed and paid for within the timeframe specified in the individual lot description. Neither the BBC nor BBC Children in Need can accept any liability for payments not received as a result of failures in the postal service or otherwise.

6.3 Unless otherwise agreed by the BBC, Items will not be released to you until payment has been received and cleared.

6.4. The cost of the Item(s) will be the value of the Winning Bid or any replacement bid accepted by the BBC.

6.5 Once payment is received and cleared, the BBC is under a legal duty to supply the Item(s) to winning bidder with the Items, in conformity with these Terms and Conditions.

7. Refunds

7.1 A Winning Bid or any replacement bid accepted by the BBC may be cancelled without reason by the winning bidder, except where:

- The Item(s) consist of the supply of accommodation, vehicle rental services, catering or services related to leisure activities; and
- The Item provides for a specific date or period of performance.

7.2 The right to cancel will expire 14 days after the day the winning bidder gains physical possession of the Item(s), or should the Item(s) be sent electronically, when they are received by a device of the winning bidder.

7.3 To exercise the right to cancel the winning bidder must inform the BBC of their decision to cancel by a clear statement to either the address or email address given at the beginning of these Terms and Conditions before the cancellation period has expired.

7.4 The BBC will refund the bid to the winning bidder. Please note that the BBC may make a deduction from the bid for any loss in value of any goods supplied, if the loss is the result of unnecessary handling.

7.5 The BBC will make the refund using the same method used to pay and without deducting fees. The refund will be made no later than:

- 14 days after the day the BBC receives the Item(s) back; or
- If earlier, 14 days after the winning bidder provides evidence that the Item(s) were returned in a saleable condition.

7.6 Should the winning bidder wish to cancel, they must return the Item to the BBC without delay and in any event not later than 14 days from the day on which the BBC were told of the cancellation.

7.7 The winning bidder will have to bear the direct cost of returning the Item(s). The estimated cost of return should have been covered in the lot description for the Item and should have been explained on the phone when the BBC was taking payment.

8. Currency

8.1 The Auction will be conducted in pounds Sterling.

8.2 Although the BBC and BBC Children in Need 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.

9. Liability

9.1 The BBC endeavours to ensure that the information and other material on this website, and provided on the BBC programmes, is correct and complete. However, it may be incorrect or incomplete due to human error or circumstances beyond the BBC's control.

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

9.3 Where an Item is donated by a third party, it is the third party that is responsible for the Item and any liabilities connected with it (and not the BBC or BBC Children in Need).

9.4 Neither the BBC, nor BBC Children in Need, shall be liable for any claims or losses of any nature arising directly or indirectly from your inability to access the website or Auction because of, amongst other things, technical difficulties experienced by the BBC, Donors or the telephone system or circumstances beyond the BBC or BBC Children in Need's control.

9.5 Neither the BBC, nor BBC Children in Need, shall, in any circumstances, be liable in contract or tort (including negligence and breach of statutory duty) for any loss you suffer in connection with this Agreement, website or Items purchased by you that is not foreseeable. Loss is foreseeable if it was an obvious consequence of the BBC or BBC Children in Need's breach or if it was contemplated by you and the BBC at the time we entered into this Agreement.

9.6 Without prejudice to any of the above, you agree that, if the BBC or BBC Children in Need is held to have any legal liability, the BBC and BBC Children in Need will only collectively 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.

9.7 Nothing in this Agreement shall purport to exclude liability for death or personal injury where such has been caused by the negligence of the BBC or BBC Children in Need or any other liability which cannot be excluded or limited by law.

10. Data Protection

10.1 The winning bidder agrees that the BBC and BBC Children in Need may use its name and town or country of residence to announce the winner of this auction.

10.2 The BBC complies with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 in processing personal information. BBC will collect and process the personal information that you have provided about yourself which will include your name, contact details. The personal information that you provide will be processed for the purposes of fulfilling the auction and the auction Items. The legal basis on which the BBC processes your personal information is for the legitimate interests of the BBC in fundraising for BBC Children in Need and we don't believe this unreasonably impacts on your rights and freedoms. The BBC will retain your information for twelve months. BBC will share your details with BBC Children in Need for the purpose of BBC Children in Need contacting winning bidders to arrange payment for their item. For the BBC's privacy policy, please see www.bbc.co.uk/privacy. If you have any concerns with how the BBC processes your data, you can contact dpa.officer@bbc.co.uk. If you are dissatisfied with the BBC's response, you can raise a concern with the Information Commissioner's Office.

10.3 BBC Children in Need complies with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 in processing personal information. BBC Children in Need receive your name and contact details from the BBC as set out above. The personal information will be processed for the purposes of taking payment and fulfilling the auction Items. The legal basis on which BBC Children in Need processes your personal information is our legitimate interests of fundraising and we don't believe this unreasonably impacts on your rights and freedoms and fulfilling the auction Items. BBC Children in Need will retain your information in accordance with its retention policy an extract of which is available on request. BBC Children in Need will share your details with third parties to take payment and to fulfil auction Items on behalf of BBC Children in Need. For more information including in relation to your data protection rights please see BBC Children in Need's privacy policy at www.bbcchildreninneed.co.uk/fundraisinghub/privacy. If you have any worries or complaints about the way we use your information, please don't hesitate to get in touch with us. BBC Children in Need's contact details are here.

11. Severability

11.1 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.

12. Third Party Rights

12.1 BBC Children in Need may rely on any rights, remedies or protections granted to it under this Agreement. Otherwise, nothing under this Agreement shall give rights to any person who is not a party to it. BBC Children in Need's consent is not required to amend or terminate this Agreement.

13. Jurisdiction

13.1 As far as is legally possible, all aspects of this Agreement shall be governed by English law and the BBC and you agree to the non-exclusive jurisdiction of the English courts. In some circumstances the laws where you are domiciled may apply and the courts where you are domiciled may have jurisdiction.

BBC Radio Orkney's complaints procedure can be found here:

<https://www.bbc.co.uk/contact/complaints>