



Team Green Britain Bike Week – Celebrity Bike Auction 2010 Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS (THESE “**TERMS**”) CAREFULLY BEFORE PARTICIPATING IN THE TEAM GREEN BRITAIN CELEBRITY BIKE AUCTION 2010 AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

THESE TERMS GOVERN YOUR PARTICIPATION IN THE ONLINE BIDDING PROCESS FOR THE CELEBRITY BIKE AUCTION AT THE “**WEBSITE**” WWW.BIKEWEEK.ORG.UK (THE “**ONLINE BIDDING PROCESS**”) AND, IF APPLICABLE, THE PRIVATE CELEBRITY BIKE LIVE AUCTION (THE “**LIVE AUCTION**”). FOR THE AVOIDANCE OF DOUBT, THE BID PLACED BY THE HIGHEST BIDDER FOR EACH CELEBRITY-DESIGNED BIKE (THE “**BIKE**”) THROUGH THE ONLINE BIDDING PROCESS WILL BE ENTERED INTO THE LIVE AUCTION IN ACCORDANCE WITH THESE TERMS.

1 The Online Bidding Process

- 1.1 The “Team Green Britain Celebrity Bike Auction 2010”, consisting of the Online Bidding Process and the Live Auction (together the “**Auction**”) is organised and run by Bike Week, a company limited by guarantee and incorporated in England and Wales (company number 04910069) whose registered address is 2 Newhams Row, Off Bermondsey Street, London SE1 3UZ (“**Bike Week**”).
- 1.2 No bids will be accepted from residents outside of the United Kingdom (from Online Bidding Process bidders), Bike Week employees, their close relatives or anyone professionally connected with the Auction.
- 1.3 Proceeds of the Auction will be donated to the relevant social enterprise that created the Bike.
- 1.4 By completing and submitting an online bidding form at www.bikeweek.org.uk/bike_auction.php (“**Online Bidding Form**”) you acknowledge that you have read, understood, accept and agree to be bound by these Terms.
- 1.5 If you do not agree to the Terms, you will not be entitled to bid for any Bike in the Auction.
- 1.6 Bike Week may modify or revise these Terms at any time by updating the text of this page without further notice and it is your responsibility to check the Terms each time before you make a bid in the Online Bidding Process or when you access the Website.

- 1.7 The placing of a bid will constitute an offer which, if accepted by Bike Week at the Live Auction, will form an agreement which will be legally binding on the bidder.

2 Legal capacity

- 2.1 Only individuals who can lawfully enter into and form contracts under applicable law may bid for and buy the Bike(s) in the Auction.
- 2.2 Notwithstanding paragraph 2.1 above, by placing a bid, you confirm that you are an adult aged eighteen or over (or such other age, if greater, as may be required for us to lawfully contract with you in the jurisdiction in which you are resident) and if bidding on behalf of another person, you are fully authorised to do so and have the written consent of that other person to bind them to these Terms.

3 Bidding process

- 3.1 The Online Bidding Process is the first stage of the Auction and additional bids for each Bike can be made by invited guests at the Live Auction taking place at London Transport Museum on the 17th June 2010.
- 3.2 To place a bid for a Bike in the Online Bidding Process, you must complete and submit the "online bidding form" at www.bikeweek.org.uk/bike_auction.php.
- 3.3 The Online Bidding Process will close at 17.00 (UK time) on 16 June 2010. Any bids received after 17.00, for any reason, will not be accepted.
- 3.4 The highest online bid for each Bike will be shown on the Website and updated a minimum of twice per day running up to the closing time and date with hourly updates provided on 16 June 2010.
- 3.5 By submitting a bid in the Online Bidding Process you warrant that any information provided by you in the Online Bidding Form is accurate. Bike Week reserves the right, without prejudice to any of its other rights under these Terms, to cancel your bid if it appears that any of the information entered in the Online Bidding Form is inaccurate.
- 3.6 Bike Week shall, upon receipt of your Online Bidding Form, and provided that the information contained within is correct, provide you with confirmation of receipt via email (for the avoidance of doubt, such email does not constitute acceptance of your bid offer).
- 3.7 Once the Online Bidding Process has closed, Bike Week will contact the bidder with the highest eligible bid, in relation to each Bike, in the Online Bidding Process (the "**Highest Online Bidder**") via email or telephone to confirm that they are the Highest Online Bidder and that their bid will be entered into the Live Auction.
- 3.8 If placing a bid in the Live Auction, you agree to comply with and be bound by the reasonable instructions of Bike Week in respect of the Live Auction and in relation to the bidding process.

- 3.9 The **“Winning Bid”** for each Bike will be the highest offer which meets any applicable conditions and which is accepted by Bike Week at the Live Auction and in the event that no bids or only bids lower than the Highest Online Bidder’s bid are received at the Live Auction the Highest Online Bidder’s offer will be accepted via email and they will be liable to pay the price submitted online. For the avoidance of doubt, all bids in the Auction will be made in pounds sterling.
- 3.10 Bike Week reserves the right to refuse or remove any bids at any stage of the Auction in its absolute discretion.
- 3.11 Bike Week reserves the right to close the Online Biding Process early or to extend it at any time and at its sole discretion. The Online Bidding Process may be cancelled or delayed because of, amongst other things, any technical difficulties experienced by Bike Week.
- 3.12 Further to paragraph 3.11 above, if the Online Bidding Process is cancelled for any reason and subsequently re-activated, all previous bids will lapse and bidding will recommence.
- 3.13 In the event that the Auction is cancelled for any reason(s) beyond the control of Bike Week, you acknowledge that you shall have no claim against Bike Week.
- 3.14 For the avoidance of doubt all bids will remain valid, unless withdrawn by the bidder in accordance with these Terms, until payment for the relevant Bike has been received in cleared funds.
- 3.15 Any bids made via the Online Bidding Process may be withdrawn by the bidder, prior to acceptance by Bike Week, by contacting the Bike Week team on 0845 612 0661. If the Highest Online Bidder withdraws their bid in respect of each Bike, in the circumstances as envisaged by this paragraph 3.15 the next highest bidder will be promoted to Highest Online Bidder status.

4 Bikes

- 4.1 Monies paid for each Bike are non-refundable and the Bike is non-exchangeable.
- 4.2 The person placing the winning bid for each Bike (the **“Winning Bidder”**) may be expected to take part in post-auction publicity for Bike Week (at Bike Week’s cost) if required.
- 4.3 When you submit a bid for any Bike you confirm (by implication) that:
- 4.3.1 you are satisfied that the picture and description of the Bike provided on the Website constitute a sufficient level of information to enable you to make an informed decision to buy the Bike;
 - 4.3.2 you are satisfied with the Bike’s design, as represented on the Website;
 - 4.3.3 you are satisfied with the production of the Bike;

- 4.3.4 you are prepared to obtain the Bike in the state in which it is delivered to you, provided that it accords with the description given on the Website;
- 4.3.5 you are fully aware of any health and safety issues relating to the Bike, or of any risks relating to the Bike;
- 4.3.6 you are satisfied that all of the money will go to the relevant social enterprise;
- 4.3.7 you will pay for the Bike (and the cost of delivery further to paragraph 5.8 below) by cheque in accordance with paragraph 5 below and that you cannot withdraw your bid once it is accepted.

5 Payment

- 5.1 The Winning Bidder shall make payment for the full amount including VAT of the Winning Bid for the Bike within five “**Business Days**” (meaning a day other than a Saturday, Sunday or public holiday when banks in London are open for business) of the Live Auction.
- 5.2 By submitting a bid you confirm that you will have the means to pay for the Bike within five Business Days.
- 5.3 In the event that, for whatever reason, the Winning Bidder is unable to make payment of the Winning Bid within five (5) Business Days, Bike Week shall send a reminder to the Winning Bidder requesting payment. If payment has not been received in full within three (3) Business Days of such a reminder then Bike Week may inform the Winning Bidder that the bid has been cancelled and that the Bike will be made available to the next highest bidder, whether such bid is placed in the Live Auction or through the Online Bidding Process.
- 5.4 All payments shall be made by cheque, payable to Bike Week and must be in pounds sterling. Bike Week cannot accept cash payments. Bike Week may be able to provide bank details for bank transfer payment at its sole discretion.
- 5.5 Payments will not be recognised until Bike Week is in receipt of cleared funds and are notified of that fact by the bidder’s bank.
- 5.6 In the event that payment by cheque is not honoured by the bidder’s bank within ten (10) business days following the acceptance by Bike Week of the cheque, Bike Week shall have the right to cancel the purchase of the Bike.
- 5.7 Upon receipt of cleared funds from the bidder, Bike Week will dispatch the Bike to the Winning Bidder.
- 5.8 Bike Week will not pay for the delivery of the Bike and the delivery cost will be added to the amount of the Winning Bid to produce a final bidding total. No deliveries outside of the United Kingdom can be made.

- 5.9 Once the Bike is dispatched by Bike Week the risk in the Bike shall pass to the buyer of the Bike and accordingly Bike Week will not be liable for any loss of or damage to the Bike when being delivered.

6 Liability

- 6.1 Bike Week will use reasonable endeavours to ensure that the information 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.
- 6.2 Bike Week will use all reasonable efforts to correct errors and omissions as quickly as practicable after being notified of them.
- 6.3 Except as specifically set out in these terms, Bike Week 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 Bikes, to the full extent permitted by English law.
- 6.4 Bike Week 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 problems or malfunction of any telephone network or lines, computer on-line systems, servers, providers, computer equipment, software or email or on account of traffic congestion on the internet, telephone lines or at any website, or any combination thereof..
- 6.5 Bike Week shall not in any circumstances be liable in contract or tort (including negligence and breach of statutory duty) for any loss or damage caused by Bike Week where such loss or damage is not a reasonably foreseeable result of a breach of these Terms. Bike Week will not be responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by the bidder and Bike Week (such as loss of profits or loss of opportunity) howsoever caused or arising in connection with these Terms or your use of the Website, or Bike(s) purchased by you.
- 6.6 Without prejudice to any of the foregoing, you agree that, if Bike Week is held to have any legal liability, Bike Week 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.
- 6.7 Nothing in these Terms shall purport to exclude liability for death or personal injury where such has been caused by the negligence of Bike Week or for fraud or fraudulent misrepresentation.

7 Data Protection

- 7.1 Bike Week complies with the provisions of the Data Protection Act 1998 in processing personal information. As such, your personal information will be held confidentially by Bike Week and will only be used by Bike Week or disclosed to a third party if such use or disclosure is required for the purposes of these Terms or as otherwise

instructed by you. If necessary, Bike Week will co-operate with any investigation by any governmental body or any court or tribunal legitimately exercising rights and such co-operation may be without notice to you.

8 Assignment

8.1 You shall not assign, transfer sub-license, mortgage charge or otherwise dispose of any of your rights, interests or obligations under these Terms to any person or organisation.

9 Severability

9.1 If any provision of these Terms 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 these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and shall not in any way affect any other circumstances or the validity or enforcement of these Terms.

10 Third Party Rights

10.1 These Terms do 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 these Terms.

11 Jurisdiction

11.1 The Auction and these Terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.