

# Terms and Conditions

## Welcome to RPRA Auction Site - Terms and Conditions

Please note "we" or "us" means Royal Pigeon Racing Association or RPRA and "you" means the entrant submitting a bid for a specific lot on our web site or shown on our web site

### 1. Eligibility & Sealed Nature of bids

**1.1** All information concerning bid levels is kept secret for the duration of the auction in question and will not be disclosed to any member of the public until the auction has closed.

**1.2** We will make the results of the auction available from the results page of the web site within 48 hours of the auction close.

**1.3** In order to participate in Royal Pigeon Racing Association auctions you must be over 18 years old and be able to form a legally binding contract. If you do not qualify under these Terms and Conditions please do not participate in Royal Pigeon Racing Association auctions. We reserve the right to refuse your participation in Royal Pigeon Racing Association auctions if we find that you are participating in breach of these Terms and Conditions.

**1.4** Royal Pigeon Racing Association auctions are not open for those employees of Royal Pigeon Racing Association who are responsible for running the auctions. However, occasions may arise where Royal Pigeon Racing Association employees will make bids on behalf of others.

### 2. Bidding, Buying and Withdrawal

**2.1** You must complete all sections of the auction bidding page and clearly set out the bid that you wish to place.

**2.2** All bids entered on the web site will be considered full and final and may not be cancelled.

**2.3** If your bid for a third-party sale is successful, you have entered into a contract with the vendor and any further dealings are between you and the vendor. If there are any discrepancies with regard to payment, it is not for RPRA to resolve. The buyer will be supplied with the vendor's contact details and be asked to explain the situation. Likewise, the vendor will be supplied with the buyer's contact details.

**2.4** You may submit further higher bids once you have entered an initial bid.

**2.5** The winner will be notified by email within 3 working days of the end of an auction cycle. We reserve the right to publicise successful bids. Winning bids will be available via the Royal Pigeon Racing Association web site [www.rpra.org/auction](http://www.rpra.org/auction)

**2.6** We reserve the right in our absolute discretion to withdraw items from our site and/or to substitute alternative items and to increase the number of items available in each Lot and/or amend the descriptions at any time.

**2.7** If entrants submit identical bids the lot will be awarded to the bid that we receive first.

**2.8** We reserve the right to apply and quote a reserve price to any Lot.

**2.9** Bids will not be accepted unless they are higher than the current highest bid.

**2.10** To be the winning bid in an Auction, the bid must be the highest bid and must meet any other conditions which may be specific to each Auction ('the Winning Bid'). If additional conditions apply, they will be published alongside the description of the Goods prior to the commencement of each Auction.

**2.11** If your bid is followed by a higher bid which is later removed by Royal Pigeon Racing Association for any reason, it will be open to RPRA to accept your bid, as though the higher bid had never been made.

**2.12** If your bid is successful, Royal Pigeon Racing Association will notify you by e-mail and by telephone, if appropriate, to confirm the amount of the Winning Bid and details of the relevant Goods, and to arrange payment and delivery.

**2.13** If there is a problem with payment by you of the amount of the Winning Bid, RPRA reserves the right to take legal action against you and to take any other action that they see fit in order to protect their own interests. When payment has been received by RPRA the relevant Auction will close and all unsuccessful bids will lapse.

**2.14** RPRA reserves the right to refuse or remove bids in its absolute discretion.

**2.15** RPRA reserves the right to close an Auction early or to extend it at any time and at its discretion. An Auction may be cancelled or delayed because of, amongst other things, technical difficulties experienced by RPRA or issues involving a provider of the auction lots (such as any decision by a provider to remove its Goods from an Auction). If an Auction is cancelled for any reason and subsequently re-activated, all previous bids will lapse and bidding will recommence.

**2.16** In order to give all bidders an opportunity to counter any bids made towards the end of an auction in the event that successful bids are received within the last 10 minutes of an auction closing the close date of the auction will be automatically extended by a further 10 minutes to allow any unsuccessful bidders to re-bid. This will repeat until there is a clear 10 minutes between a bid being made and the end of the auction.

**2.17** If there is a dispute between you and another bidder, RPRA is under no obligation to become involved in such dispute. You hereby release Royal Pigeon Racing Association, its officers, employees and agents and the auction lot providers from any claims, demands or damages arising out of or in connection with any such disputes and/or this Web site.

**2.18** It is the responsibility of the vendor to make sure all paperwork is sent to the buyer. In the event that the buyer does not receive the correct paperwork from a third-party sale then they must correspond with the vendor (not RPRA) to arrive at a satisfactory outcome.

### **3. Fees and Proceeds of Sale**

**3.1** If you are declared a winning bidder in respect of any specific lot, we shall notify you via the contact details you have provided to arrange for the payment of any fees and the proceeds of the sale.

**3.2** Unless otherwise agreed payment for winning bids must be made by cheque, on-line payment system (details will be provided by e-mail when you are required to pay), bankers draft or bank transfers.

**3.4** We reserve the right to make interest charges in respect of late payment.

**3.5** Refunds after payment for winning bids shall be made only in the event that supply of the lot is not fulfilled or cannot be fulfilled by Royal Pigeon Racing Association or by the supplier of the lot.

**3.6** Buyers from outside of the United Kingdom are responsible for any additional bank charges incurred.

**3.7** If after we have informed you that your bid has won and you confirm to us within 24 hours that you do wish to go ahead with a purchase, then payment for the lot shall be due within five days from your decision.

### **3.8 Administration Fees for Third Party Sales**

All auction lots are submitted on the understanding that an administration fee will be deducted from the sale proceeds by Royal Pigeon Racing Association in the event that a successful bid is made for the auction lot. This administration fee will be 10% of the winning bid if the seller enters the auction details themselves or 20% if RPRA enter these details on behalf of the seller. Please note that there is a minimum charge of £10 for any pigeon/item sold on this auction site. There is no charge for pigeons/items not sold.

### **3.9 Payment of Winning Bids**

Payment of the winning bid for your auction lot will be paid directly to RPRA who will deduct the appropriate administration fee as stated above.

For the avoidance of doubt in the event that a lot fails to attract any successful bids then nothing will be payable to The Royal Pigeon Racing Association. Auction proceeds will be paid to you in accordance with your payment instructions within 10 working days of the payment from the winning bidder being received by us.

### **3.10 Withdrawal of Auction Lots**

If the vendor requests that an auction lot be withdrawn once accepted by RPRA there will be a fee payable of 10% of the leading bid on the auction lot at the time of cancellation with a minimum charge of £10 payable to RPRA.

### **3.11 Payment Administration Fees for Third Party Sales**

In order to cover our own administration costs, there is a 3.5% charge on all payments made to RPRA via the on-line payment system, 1% charge on all debit card payments and 2.5% charge on credit card payments over the phone. There is no charge for making payment via bank transfers or cheques.

## **4. Shipping and Transport**

**4.1** Shipping and transport of the birds are not included in the bidding amounts. Buyers are responsible for arranging the shipping and transport of the birds. Any import duties or taxes will be the responsibility of the buyer.

## **5. Personal details**

**5.1** We are registered with the Information Commissioner. We take the security of your personal data seriously and will try to ensure that it is not disclosed to any third party without your consent.

**5.2** By completing and submitting the Royal Pigeon Racing Association auction registration form, you consent to us using your personal data for the following purposes:

- a. performance of these Terms and Conditions by us, our suppliers and any third party acting on our behalf
- b. our own internal marketing and promotion.

## **6. Warranty and Liability**

**6.1** We make no warranty concerning the quality, availability or fitness for purpose of any lots listed or shown on our auction site.

**6.2** In no event shall we be liable for any indirect losses incurred or suffered by you arising directly or indirectly from your participation in the Royal Pigeon Racing Association Auction site howsoever arising (including negligence).

## **7. Disclaimer**

**7.1** We reserve the right, in our absolute discretion, to reject any bids or user registrations and accept no liability in that regard.

**7.2** Nothing in this agreement will be construed as excluding or restricting (whether directly or indirectly) our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation. Subject to the foregoing, our liability to you shall be limited to the value of any fees and purchase price paid to us whether caused by breach of contract or tort, including negligence or otherwise.

**7.3** To the maximum extent permitted by law, all warranties and representations of any kind in relation to the accuracy of the description or estimated value of the Lot shall be excluded. We undertake no obligation to investigate or carry out any test in sufficient depth on each Lot to verify the accuracy or otherwise of the description given and you should not place any reliance on such descriptions or assume that such investigations

have taken place. Accordingly we will not be liable for any misstatement, error or omission from the description of any lot.

**7.4** We reserve the right to review and revise our terms and conditions from time to time without giving you prior notice and by participating in the auction subsequent to any revision of our terms and conditions, you agree to be bound by such changes.

## **8. Termination**

Either party may terminate this contract in the event that the other party commits a material breach of these Terms and Conditions, and does not rectify within 30 days of receipt of a written notice.

## **9. General terms**

**9.1** This agreement is not intended to create any partnership, agency or joint venture.

**9.2** These terms and conditions represent the entire agreement between us.

**9.3** Any notices that are required to be given to us shall be addressed to Royal Pigeon Racing Association whose address can be found at the foot of these Terms and Conditions.

**9.4** In the event of any dispute, both parties shall agree to refer the matter to an independent expert who shall act as mediator. Mediation shall be a precursor to, but shall not prevent, proceeding with legal action.

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