

**ST. CATHERINE'S HOSPICE LIMITED**  
**AUCTION TERMS & CONDITIONS**  
**Royal Troon, 18 July 2024**

These Auction Terms & Conditions ("**Terms**") shall govern any Bids (as defined below) you may make in the auction for a Corporate Hospitality package for 8 persons at The Open, Royal Troon on Thursday 18<sup>th</sup> July 2024 ("**Auction**"). By placing a Bid and participating in the Auction, you agree to be bound by these Terms.

**1. WHO WE ARE**

1.1 We are St. Catherine's Hospice Limited, a company limited by guarantee registered in England and Wales under company number 01525404 and registered as a charity in England and Wales under charity registration number 281362. Our registered office is at Grace Holland Ave, Pease Pottage, Crawley RH11 9SL.

**2. THE LOT**

2.1 A corporate hospitality package for 8 people at The Open, Royal Troon on Thursday 18<sup>th</sup> July 2024 inclusive of:

- Full access to the Nikon Patrons' corporate hospitality suite from 8:30am to 7:00pm to include breakfast, four-course gourmet lunch and afternoon tea
- Private balcony alongside the 16<sup>th</sup> fairway to view the golf
- Reserved table for lunch for your group
- Full champagne and complimentary bar throughout the day
- Souvenir Programme and Order of Play
- Access to the course and Patrons' halfway house
- Complimentary car parking passes (1 per 2 guests) in the closely located Patrons' car par

NB: Travel and accommodation is not included.

If attending the event, Under-18s must be accompanied by an adult and need to have a ticket.

Dress code in the Patrons' Pavilion is "golf casual".

**3. WHO CAN BID**

In order to be eligible to bid for a Lot in the Auction, only individuals who can lawfully enter into and form contracts under English law may bid for and purchase the Lot. In all cases you must be aged eighteen (18) years or over. We may require to you to show proof of age before accepting your Bid.

**4. HOW TO BID**

4.1. You may place a "**Bid**" by completing the form at [www.stch.org.uk/the-open-championship-blind-auction/](http://www.stch.org.uk/the-open-championship-blind-auction/) All Bids must be received by 23:59 on Thursday 18 April (UK time) on the closing date of the auction – 18/04/2024.

4.2. If you make the highest Bid at the Auction, you will be the successful bidder and shall purchase the relevant Lot for the sum you bid or stated in such Bid ("**Successful Bid**").

4.3. Once a Bid is placed for a Lot, you are contractually bound to complete the purchase if you make the Successful Bid for that Lot.

4.4. We reserve the right to:

4.4.1. cancel, terminate or withdraw any Lot(s) and/or completion of any Successful Bid if you do not comply with these Terms; and/or

4.4.2. cancel the Auction or the sale of any Lot(s) if circumstances beyond our reasonable control prevent us from delivering the Auction or relevant Lot(s).

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- 4.5. The Lot shall be subject to a minimum reserve price of five thousand pounds (£5000) (“Reserve”) and shall not be sold if the highest Bid for a Lot is less than the Reserve.
- 4.6. The Auction will be conducted in Pounds Sterling (GBP).

**5. HOW TO PAY**

- 5.1. If you make the Successful Bid, you shall pay us as set out in this paragraph 5.
- 5.2. You can provide payment to us by:
  - 5.2.1. one direct payment made to the full value of the Successful Bid, no later than seven (7) days following the end of the bidding, or
  - 5.2.2. subject to further terms and conditions, a “Payment Plan”, being fifty per cent (50%) paid in accordance with paragraph 5.2.1 and the remaining fifty per cent (50%) paid by no later than 1st June 2024.
- 5.3. Payments must be made in Pounds Sterling (GBP) and can be made by credit or debit card (excluding American Express), bank transfer, cheque or business invoice. Bank details will be provided at the time of notifying you of your successful win.
- 5.4. We would like you to know that St Catherine’s Hospice receives one hundred per cent (100%) of the proceeds of a Successful Bid – no commissions are taken, or deductions are made.
- 5.5. Bids at the Auction shall not be subject to VAT nor are they eligible for Gift Aid.
- 5.6. If payment has not been made within seven (7) days of the auction or in accordance with a Payment Plan, the Successful Bid shall be deemed invalid and the right to purchase will go to the person who made the next highest Bid.

**6. DELIVERY AND COLLECTION**

- 6.1. We shall only effect delivery or allow collection once we have received full and final payment in cleared funds in accordance with paragraph 5.
- 6.2. Tickets will be distributed via the Open App in June 2024. It is the responsibility of the winning bidder to ensure that they have the facility to receive the Tickets and to arrange distribution of Tickets to their guests.
- 6.3. The winning bidder is responsible for filling the 8 places.
- 6.4. Under-18s must be accompanied by an adult and need to have a ticket. Dress code in the Patrons’ Pavilion is “golf casual”.
- 6.5. The winning bidder will be required to contact Krstina.Leamy@nikon.com to co-ordinate the final arrangements and to provide final names of attendees one week in advance of the event for security purposes.
- 6.6. Amendments to attendees made after this time will only be accepted at the discretion of the host venue.

**7. GENERAL**

- 7.1. You may not assign any of your rights or obligations under these Terms to anyone else.
- 7.2. No failure or delay by us in enforcing or exercising any power or right under these Terms shall not operate or be deemed to operate as a waiver of such rights under it, except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability to subsequently enforce any right arising under these Terms.

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- 7.3. Any notice or other communication to be given under these Terms shall be in writing and may be delivered by hand or sent by first class post or air mail, if to us, addressed to our registered address set out in paragraph 1, or if to you, that address you have previously provided to us. It shall be the responsibility of the sender of any notice or communication to ensure that it is received in a legible form within any applicable time period.
- 7.4. If any term or part of any term of these Terms is held to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 7.5. References to us in these Terms shall, where appropriate, include reference to our officers, employees and agents and to any of our subsidiaries by St. Catherine's and to their officers, employees and agents.
- 7.6. Where we obtain any of your personal information, we shall only use such personal information in accordance with the terms of our Privacy Statement (subject to any additional specific consent(s) you may have given at the time such information was provided). A copy of our Privacy Statement can be found on our website (<https://www.stch.org.uk/privacy-statement/>) or may be requested by post.
- 7.7. In these Terms:
- 7.7.1. any headings are for convenience only and shall not affect their interpretation;
  - 7.7.2. "including" means "including, without limitation";
  - 7.7.3. references to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders; and
  - 7.7.4. reference to a numbered paragraph is to a paragraph of these Terms.
- 7.8. Nothing in these Terms confers (or purports to confer) on any third party who is not a party to them any benefit conferred by, or the right to enforce any term of, these Terms.
- 7.9. These Terms and any transaction governed by them shall be governed by and construed in accordance with the laws of England and you and we shall submit to the exclusive jurisdiction of the courts of England and Wales with regards to any dispute arising from or connected with these Terms.

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