



Terms & Conditions for Manor Wildlife Park Silent Auction

1. Introduction

These Terms & Conditions ("Terms") apply to Manor Wildlife Park Silent Auction ("Auction") operated by ARR Zoo Ltd ("the Organisation"), a company registered in the United Kingdom under company number **08470824** and located at Manor Wildlife Park, St Florence, SA70 8RJ Tenby. By participating in the Auction, you agree to be bound by these Terms.

2. Eligibility

2.1. The Auction is open to residents of the United Kingdom aged 18 years or over, except employees of Manor Wildlife Park and their close relatives, and anyone otherwise connected with the organisation or management of the Auction.

2.2. There is no entry fee and no purchase necessary to participate in the Auction.

2.3. By participating in the Auction, you confirm that you are eligible to do so and eligible to claim any item you may win. The Organisation may require you to provide proof of your eligibility.

3. Auction Period

3.1. The Auction commences on 27th April 2023 and ends on 2nd May 2023. Bids submitted after the Auction Period will not be accepted.

4. How to Participate

4.1. To participate in the Auction, bidders must submit their bid by method of a Private message to one of the parks social media channels (Facebook, Instagram or Twitter ONLY).

4.2. Each bidder is allowed to submit multiple bids on different items but may only submit one bid per item.

4.3. The Organisation is not responsible for bids not received for any reason, including technical issues or delays.

5. Items

5.1. All items offered in the Auction are subject to availability, and the Organisation reserves the right to withdraw or modify any item without giving notice.

5.2. Items are non-exchangeable, non-transferable, and not redeemable for cash or other alternatives.

6. Winning Bids and Notification

6.1. The highest bidder for each item at the end of the Auction Period will be deemed the winner.

6.2. The winners will be notified by [email, phone, social media, etc.] within [number] days of the closing date. If the winners cannot be contacted or do not claim the items within [number] days of notification, the Organisation reserves the right to withdraw the items and select the next highest bidders.

7. Payment and Collection of Items

7.1. Payment for items must be made in full within 7 days of notification. Accepted payment methods will be Payment link or Manual Card Payments.



7.2. Winners are responsible for collecting their items from Manor Wildlife Park, St Florence SA708RJ Tenby, within 30 days of payment, unless otherwise agreed with the Organisation. Shipping or delivery arrangements, if available, will be at the winner's expense.

8. Personal Data

8.1. By participating in the Auction, you consent to the collection, processing, and storage of your personal data by the Organisation for the purpose of administering the Auction, in accordance with the Organisation's Privacy Policy.

8.2. The winners agree to the use of their name and image in any publicity material, as well as their entry. Any personal data relating to the winners or any other participants will be used solely in accordance with the United Kingdom data protection legislation and will not be disclosed to a third party without the participant's prior consent.

9. General

9.1. The Organisation's decision in respect of all matters to do with the Auction will be final and no correspondence will be entered into.

9.2. The Organisation reserves the right to cancel, modify, or suspend the Auction in the event of unforeseen circumstances beyond its control.

9.3. By participating in the Auction, you agree to release and hold harmless the Organisation and its affiliates, officers, directors, employees, and agents from any liability, claims, or damages arising out of your participation in the Auction or your acceptance, use, or misuse of any item.

9.4. These Terms are governed by the laws of England and Wales, and any disputes arising in connection with the Auction or these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

9.5. If any provision of these Terms is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

9.6. The Organisation reserves the right to update or amend these Terms at any time without prior notice. Any changes to the Terms will be posted on the Organisation's website or otherwise communicated to participants.

10. Contact

10.1. If you have any questions or concerns about the Auction or these Terms, please contact the Organisation at [info\[at\]manorwildlifepark.co.uk](mailto:info@manorwildlifepark.co.uk) or 01646 651 201.

11. Intellectual Property

11.1. All intellectual property rights in the Auction, including but not limited to its design, graphics, text, images, and logos, are owned by or licensed to the Organisation. Unauthorised use of this intellectual property is prohibited.

11.2. By participating in the Auction, you agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Auction or its content without the express written permission of the Organisation.

12. Liability

12.1. The Organisation and its affiliates, officers, directors, employees, and agents shall not be liable for any loss, damage, or injury which may be suffered by you or any third party arising in connection with the Auction or the items, except for any liability which cannot be excluded or limited by applicable law.



12.2. Nothing in these Terms shall exclude or limit the Organisation's liability for:

- i. Death or personal injury caused by its negligence;
- ii. Fraud or fraudulent misrepresentation;
- iii. Any other liability that cannot be excluded or limited by English law.

13. Severability

13.1. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

14. Waiver

14.1. The Organisation's failure to enforce any provision of these Terms shall not be construed as a waiver of its right to do so in the future.

15. Entire Agreement

15.1. These Terms, together with any additional documents or policies referenced herein, constitute the entire agreement between you and the Organisation in relation to the Auction and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16. Third-Party Rights

16.1. Unless expressly stated otherwise, these Terms do not create any rights for or confer any benefits on any third parties.

17. Force Majeure

17.1. The Organisation shall not be liable for any delay or failure in performing its obligations under these Terms if such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, or other industrial action, governmental regulations, embargoes, natural disasters, or public health emergencies.

18. Interpretation

18.1. In these Terms, unless the context otherwise requires, words in the singular shall include the plural and vice versa, and references to any gender shall include all genders.

18.2. Headings are for convenience only and shall not affect the interpretation or construction of these Terms.

19. Notices

19.1. Any notices required or permitted to be given under these Terms shall be in writing and shall be deemed to have been duly given if delivered personally or sent by pre-paid first-class post or email to the parties at their respective addresses as set forth in these Terms, or as otherwise notified in writing from time to time.

20. Compliance with Laws

20.1. You agree to comply with all applicable laws, regulations, and codes in connection with your participation in the Auction, including but not limited to those relating to data protection and anti-bribery.

21. Governing Law



21.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22. Jurisdiction

22.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

23. Alternative Dispute Resolution

23.1. If any dispute arises between you and the Organisation in connection with the Auction or these Terms, the parties shall first attempt to resolve the dispute through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, they may agree to submit the dispute to mediation or another form of alternative dispute resolution (ADR) procedure.

23.2. The parties agree that participation in any ADR procedure shall not affect their rights to commence legal proceedings in accordance with clause 22.

24. Amendments

24.1. The Organisation reserves the right to update or amend these Terms at any time without prior notice. Any changes to the Terms will be posted on the Organisation's website or otherwise communicated to participants.

24.2. Your continued participation in the Auction after the posting of any changes to the Terms constitutes your acceptance of such changes.

25. No Partnership or Agency

25.1. Nothing in these Terms is intended to or shall be deemed to establish any partnership or joint venture between the parties or authorise any party to make or enter into any commitments for or on behalf of the other party.

26. Assignment

26.1. You may not assign, transfer, or sub-contract any of your rights or obligations under these Terms without the prior written consent of the Organisation.

26.2. The Organisation may at any time assign, transfer, or sub-contract any or all of its rights or obligations under these Terms to any third party.

27. Counterparts

27.1. If these Terms are executed in counterparts, each counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

28. Language

28.1. These Terms are drafted in the English language. If these Terms are translated into any other language, the English language text shall prevail in the event of any conflict between the translations.