

By bidding for any lot (in advance by email, or in person at the event) you agree to be bound by these terms and conditions.

1. When you place a bid, you make an offer to buy the lot. If you are the winning bidder, when your bid is accepted by the auctioneer you enter a binding and irrevocable contract with the Egypt Exploration Society (EES) to complete the transaction. The 'winning bidder' is the person who makes the highest bid accepted by the auctioneer (subject to any reserve) for any lot, and it includes any under-bidder who is awarded the lot following the failure for any reason of a higher bid or the expiry of any contract with a higher bidder (including as described in paragraphs 10, 11 and 12) as determined by the auctioneer (and an offer will therefore not lapse when a higher bid is made). If there are two or more bidders with equal claims to be the winning bidder, the auctioneer shall select one by drawing names out of a hat.
2. In order to bid in the auction, you must be at least 18 years old on 02 October 2024.
3. Lists of the items will be available on the EES website (<https://www.ees.ac.uk/Event/the-ees-big-fundraiser-2022>) from 02 October 2024 and will be updated (including details of bids received and the initials of the relevant bidders) on 11 October 2024, 18 October 2024, and 23 October 2024. Bids may be submitted in advance by emailing [stephanie.boonstra@ees.ac.uk](mailto:stephanie.boonstra@ees.ac.uk) with your full name, address, contact number, the number(s) of the item(s) for which you are bidding, and the amount of your bid for each of those items. You can submit a bid, or increase an existing bid, at any time until 13:00 on 23 October 2024.
4. If your bid (indicated by your initials) is the highest bid for any item in the 23 October 2024 list, you should email [stephanie.boonstra@ees.ac.uk](mailto:stephanie.boonstra@ees.ac.uk) by 17:00 on 28 October 2024 with the highest amount you are willing to spend if someone bids against you for that item in the auction. If the EES has not received your instructions by 17:00 on 28 October 2024, your bid as set out in the 23 October 2024 list will be treated as the highest amount you are willing to spend on the item.
5. You can retract your bid by giving the EES notice at any time before the auctioneer announces the completion of the auction of the relevant item. Any retraction of an advance email bid must be made by email to [stephanie.boonstra@ees.ac.uk](mailto:stephanie.boonstra@ees.ac.uk) marked "Auction: retraction of bid for item [number]". If you are offered a lot because a higher bid has failed or the contract with the winning bidder has expired, you may decline it, in which case the lot will be offered to the next highest bidder as determined by the auctioneer.
6. Except for the description in the lists of items, items are sold "as is" including all faults and imperfections. You should not assume that any item is in good condition. You accept that any expression of condition included in any description is an opinion, not a statement of fact. You will have an opportunity to inspect the lots at the EES London Office by prior appointment (email [stephanie.boonstra@ees.ac.uk](mailto:stephanie.boonstra@ees.ac.uk)) during usual opening hours (10.30 – 16.30 Mondays to Wednesdays inclusive from 02 October 2024 until (and including) 30 October 2024 and during the event itself. You will be liable for any loss if you damage any item. Descriptions may be amended by updating the latest list of items on the EES website before, or orally during, the auction.

7. Items may be subject to a reserve. Any estimate of the likely selling price is only an opinion, and not an estimate of value or a reserve.
8. All bids will be made in £Sterling. Where appropriate, advance bids will be rounded down to the nearest amount consistent with the auctioneer's bidding increments. All bids made on behalf of bidders not present in person will be made at the lowest level possible subject to reserves and other bids for the same item. If you have any doubts about the amount of the winning bid, or whether you are the winning bidder, of any lot, you must raise this with the EES before the next lot is offered for sale.
9. Winning email bidders will be sent an email by 16:30 on 1 November 2024, setting out the instructions for claiming their items which will include details relating to payment of the winning bid and any postage and packing costs. Payment must be made in £Sterling, and can be made by cheque, bank transfer, credit or debit card, or cash at the event up to a maximum of £1500. All reasonable efforts will be made to contact winning email bidders but if the EES is unable to contact any winning email bidder by 16:30 18 November 2024, the contract with that winning bidder will expire and the lot will be offered to the next highest bidder as determined by the auctioneer. If the winning bidder does not pay in full for all their items (and any related costs of postage and packing: see paragraph 11), the EES may allocate the payment received between the relevant items (and any associated costs of postage and packing) as it determines in its absolute discretion.
10. Unless winning bidders ask the EES by 16:30 on 18 November 2024 to post their items to them, items must be collected from the EES London office by 16:30, Monday 18 November 2024 or the contract with that winning bidder will expire and the lot will be offered to the next highest bidder as determined by the auctioneer. The EES London office will be open by appointment from 10.30 until 16.30 Mondays to Wednesdays inclusive for collection of items. The winning bid must be paid in full before collection of the relevant item.
11. If the winning bidder asks the EES to post item(s) to them, the EES will do so (to the address provided when bidding) by Royal Mail, or alternative courier. The winning bid plus costs of postage and packing must be paid in full before the EES posts the relevant item; subject to this, the EES will post item(s) by 06 November 2024. If the winning bid plus costs of postage and packing are not paid in full by 16:30 18 November 2024 the contract with that winning bidder will expire and the lot will be offered to the next highest bidder as determined by the auctioneer.
12. The winning bidder is responsible for complying with all export and import regulations relating to their purchases and for obtaining any relevant export and import licences.
13. Initials of winners and relevant lots will be made available following the auction via [www.ees.ac.uk](http://www.ees.ac.uk).
14. All individual data will be treated in accordance with our Privacy Policy, any consents given previously or in the future, and these terms and conditions. By bidding, or emailing the EES to confirm your attendance at the auction, you confirm that you have read the Privacy Policy.
15. All money raised from the event will be put towards the Society's charitable aims.
16. The EES has complete discretion whether the auction proceeds, whether any item is included in the auction, the way in which the auction is conducted (including to re-offer an item for sale if it believes there may be an error or dispute), and the order in which

items are auctioned. The EES reserves the right in its sole discretion to refuse admission to its premises or this auction, and to refuse any bid without giving any reason. Bidding increments shall be at the auctioneer's discretion.

17. The contract for sale of each item is made between the EES and the winning bidder when that bidder is determined in accordance with paragraph 1. The description of the item in the lists of items (as amended in accordance with paragraph 6) is incorporated into the contract for sale, but the EES gives no other statement, warranty or representation about the item or its condition, quality, or suitability for any purpose.
18. You cannot transfer the benefit or obligations of any bid.
19. Ownership of each item passes to the winning bidder when the winning bid and any costs of postage and packing have been paid. Risk in each item passes to the winning bidder when the item is collected by (or on behalf of), or delivered to, the winning bidder.
20. Except to the eventual buyer as set out in paragraph 17, the EES does not give any representation or warranty, and accepts no liability, in contract or tort or in any other way, in respect of any description (express or implied) of the items, their likely selling price, or their condition, quality or suitability for any purpose, and the EES does not undertake any responsibility to any other bidder in contract or tort or in any other way.
21. The EES undertakes that any opinion as to condition, likely selling price, or otherwise will be honestly and reasonably held and accepts liability for any opinion given negligently or fraudulently but accepts no other liability for the correctness or otherwise of any expression of condition, likely selling price, or other opinion. The EES undertakes that the lists of items and advance bids will be prepared with reasonable care but accepts no other liability for the accuracy or completeness of such lists.
22. The EES accepts no liability for:
  - a) any advance bid, or email withdrawing a bid, which is lost, delayed, misdirected, incomplete, illegible, corrupted, damaged in transit or cannot be delivered for any reason; proof of submitting a bid, or email withdrawing a bid, is not proof of the EES's receipt;
  - b) any notice from the EES to any bidder which is lost, delayed, misdirected, corrupted, damaged in transit or cannot be delivered for any reason;
  - c) any delay in updating the lists of items or the non-availability of any list of items or (subject to paragraph 21) any errors or omissions in any list of items, in each case whether because of technical problems with the EES website or for any other reason;
  - d) any item which is lost, delayed or damaged in the post for reasons beyond the EES's reasonable control;
  - e) any loss, expense, liability or damage which is incurred by any bidder (whether or not arising from negligence) in connection with bidding for any item or using any item for which he or she makes a successful bid; or
  - f) any loss of business, profits or income (whether direct or indirect), or any indirect or consequential loss of any kind as a result of any breach of these terms and conditions, negligence, breach of statutory duty or otherwise.

If and to the extent the EES is liable to any bidder in relation to the event, the maximum liability of the EES in respect of any item is limited to the winning bid for that item.

Nothing in these terms and conditions excludes any liability of the EES for fraud, or for death and personal injury caused by the EES's negligence, or any other liability which cannot be excluded by law.

Exclusions and limitations of liability in these terms and conditions apply for the benefit of the EES and also for the benefit of the EES directors, employees, agents and volunteers, and the auctioneer.

23. These terms and conditions set out the entire agreement between the EES and each bidder in relation to the auction, including where appropriate any winning bidder. In making a bid, each bidder agrees that it does not rely on (and will have no remedy in respect of) any statement, representation (including any misrepresentation) or warranty (in each case whether innocently or negligently made, and whether contractual or non-contractual) except as set out in these terms and conditions.
24. The EES will not be liable for any failure to comply with its obligations relating to the auction where that failure is caused by something outside its reasonable control (including but not limited to weather conditions, fire, industrial action, war, political unrest, riots or changes of law).
25. Any dispute as to the highest acceptable bid will be decided by the auctioneer in their absolute discretion. The decision of the EES on any other aspect of the auction is final and binding. No correspondence will be entered into by the auctioneer or the EES.
26. Except as set out in in the final sentence of paragraph 22, nothing in these terms and conditions is intended to confer a benefit on or to be enforceable by any person other than the EES or a bidder.
27. No forbearance or delay by the EES or any bidder in exercising or enforcing any right shall prejudice or restrict the rights of the EES or that bidder (as appropriate), and no waiver of any right or any breach of any term will be deemed to be a waiver of any other right or breach. If any part of these terms and conditions is found to be unenforceable or invalid, this will not affect the enforceability and validity of the remaining terms and conditions or the remainder of the affected provision. References to any gender include the other genders.
28. The EES reserves the right to amend these terms and conditions at any time by posting amendments on the EES website (<https://www.ees.ac.uk/whats-on/events/the-ees-big-fundraiser-2024.html>), or by oral announcement at the event. It is each bidder's responsibility to check the up-to-date terms and conditions before making a bid. The most up-to-date terms will also be available at the EES London office during the event.
29. The auction and these terms and conditions are governed by English law and subject to the jurisdiction of the English courts.