

Field Naming Auction Terms & Conditions

1. The Auction

- The auction is being run by Probate. Auction in aid of **Essex Wildlife Trust** to raise funds in support of its charitable objectives.
- The successful bidder for each lot will be given the opportunity to name one of four designated fields owned by the charity.

2. Reserve Price

- Each of the four field naming opportunities is subject to a reserve price of £2,500 including VAT.
- Bids below the reserve price will not be considered successful.
- Essex Wildlife Trust reserves the right not to award naming rights for a field if the reserve price is not met.

3. Naming Rights

- The winning bid grants the participant the right to name a field, subject to these Terms & Conditions.
- The naming opportunity does **not** confer ownership, tenancy, access rights, management rights, sporting rights, grazing rights, or any other legal interest in the land.
- Ownership and management of the fields will remain solely with **Essex Wildlife Trust** at all times.
- While there is public access to the site and footpaths nearby, the actual fields are inaccessible due to sensitive conservation work.

4. Duration of Naming Rights

- Field names will remain in place for a minimum of 5 years, unless otherwise stated in the auction listing.
- The charity reserves the right to amend, remove, or retire field names if circumstances require.

5. Approval of Names

- All names should be suitable for public display and audiences of all ages.
- All proposed field names are subject to approval by the charity.
- The charity reserves the right, at its sole discretion, to reject any name it considers unsuitable or inconsistent with its values.

6. Unacceptable Names

Proposed field names must not:

- Be offensive, abusive, obscene, defamatory, discriminatory, hateful, or otherwise inappropriate.
- Contain rude language, swear words, or content that may cause offence.
- Promote political parties, political campaigns, or controversial causes.
- Advertise or promote commercial products, services, businesses, or brands without prior written agreement from the charity.
- Infringe any copyright, trademark, intellectual property right, or other legal right.
- Bring the charity into disrepute or damage its reputation.
- Be likely to cause confusion, distress, or offence to visitors or supporters.

7. Alternative Names

- If a proposed name is rejected, the winning bidder will be invited to submit an alternative name.
- The charity reserves the right to select a name in consultation with the winning bidder.
- If agreement cannot be reached, the offer of naming rights will be offered to the next highest bidder, so long as the reserve has been met.

8. Payment

- Winning bids must be paid in full within 28 days of the auction closing, unless otherwise agreed.
- Failure to make payment may result in the naming opportunity being offered to another bidder.

9. Publicity

- The charity will announce the winning field names and, unless anonymity is requested, the names of the winning bidders.
- The charity may use photographs, stories, and details relating to the auction for promotional and fundraising purposes.

10. Charity Discretion

- The charity reserves the right to amend these Terms & Conditions, withdraw any lot, or cancel the auction if necessary.
- The charity reserves the right to remove or amend a field name if it is later deemed unsuitable, if circumstances change, or if the field is sold, transferred, or no longer managed by the charity
- No refund will be payable in such circumstances.
- All decisions made by the charity are final.

11. Acceptance

- By placing a bid, participants confirm that they have read, understood, and agreed to these Terms & Conditions.
- By placing a bid, participants confirm that they have funds to fulfil the bid and accept that they will be subject to the charity's due diligence checks.