

TERMS AND CONDITIONS OF USE BY CHARITY OF JUSTGIVING'S WEBSITE AND ASSOCIATED SERVICES ("TERMS AND CONDITIONS")

Giving.com Limited, whose registered office is at 30 Eastbourne Terrace, London, W2 6LA (registration no. 3871904) trading as Justgiving ("JG"), operates a website www.justgiving.com (the "Website"). These are the general Terms and Conditions which govern the Charity's use of the Website and associated services provided by JG including the text giving service. Please read these Terms and Conditions carefully. Further, where the Charity has not specifically requested that we facilitate the collection of donations on their behalf it is possible that donors may still submit donations to us as we have a list of most of the charities registered with the Charity Commission on the Website. Where such a donation is made we will forward it on to the Charity. By cashing the cheque (or providing JG with its bank account details) the Charity agrees to be bound by these Terms and Conditions (a copy of which will be sent with the cheque). If the Charity does not wish to be bound by these Terms and Conditions, the Charity should not cash the cheque (or provide JG with its bank account details) or continue to use or access the Website or associated services provided by JG.

These Terms and Conditions may change or be updated from time to time. It remains the Charity's responsibility to access and check these Terms and Conditions whenever the Charity accesses the Website or uses the associated services. The latest version of these Terms and Conditions will govern any future usage by the Charity of the Website and associated services.

These Terms and Conditions were last updated on 26 April 2011 and replace all previous Terms and Conditions applying to any services offered by JG.

1. Term

For the purposes of these Terms and Conditions, "Commencement Date" shall mean the date from which the Charity is notified that the Charity has been set up on the Website or, if earlier, when it cashes the first cheque it receives from JG (or provides JG with its bank account details).

These Terms and Conditions shall continue to govern JG's agreement with the Charity until it is terminated in accordance with clause 9.

2. JG agrees that it will:

Donations and Charity Trust Funds Account

JG will:

2.1 maintain the Charity Trust Funds Account (currently account no. 40800392 with Barclays Bank, 8/9 Hanover Square W1A 4ZW). This is a legal trust account in which monies (other than the interest accruing on such monies) are held on trust for the Charity and do not belong to JG;

2.2 operate the Website so that donors can make online donations by credit or debit card through a Personal Fundraising Page or on the Charity's area on the Website. The Charity's use of the Website is on an "as is" and "as available" basis. Whilst we cannot promise trouble-free use, experience suggests that the Website is reliable;

2.3 Set up arrangements to ensure that all donations and all Gift Aid refunds received from HMRC (after deduction of credit or debit card charges, JG's transaction fees as set out in Section 5, and VAT) are:

2.3.1 paid into the JG's Charity Trust Funds Account and are held in trust for the Charity,

2.3.2 paid to the Charity by cheque or, where the Charity has provided JG with its bank account details, paid out weekly by BACS from the JG's Charity Trust Funds account to the Charity's bank account for amounts over £100 and monthly for amounts of less than £100.

2.4 Use Barclays or similar service to ensure that donors' credit cards and debit cards are debited and the JG's Charity Trust Funds account is credited in a secure manner.

Text Giving

2.5 Operate a text giving service so that, if you opt to receive this service, donors can make donations via text message. We will give you a charity unique reference number ("**TextGiving code**") to allow you to receive donations by text message. JG reserves the right to vary your TextGiving code from time to time by giving at least one month's notice in writing. Donations by text will be settled to you by cheque or, where the Charity has provided JG with its bank account details, paid out weekly by BACS from the JG's Charity Trust Funds account to the Charity's bank account for amounts over £100 and monthly for amounts of less than £100. Settlement will take a minimum of 65 days due to the payment cycle involving donors' mobile phone operators. The Charity's use of the text giving service is on an "as is" and "as available" basis. Whilst we cannot promise trouble-free use, the intention is for the text giving service to be reliable;

Gift Aid

JG will:

2.6 Offer all donors who are UK taxpayers the option of making donations in a manner that makes them eligible for Gift Aid reclaims;

2.7 On behalf of the Charity, make Gift Aid reclaims monthly from HMRC in respect of aggregate amounts exceeding £100, and twice yearly in March and October in respect of aggregate amounts under £100, in compliance with HMRC recommended practice;

Support and Donation Acknowledgements

JG will:

2.8 Send immediate e-mail or text message acknowledgements to donors in respect of each donation made to the Charity via the Website or text message respectively;

2.9 Respond to donors' account enquiries on behalf of the Charity either by email or telephone as appropriate (Monday to Friday inclusive between 9am and 6pm);

Personal Identifiable Information

JG will:

2.10 Capture personal identifiable information comprising donor's name, title, mobile telephone number (for text donations only), address and email address ("Personal Identifiable Information") at all times in accordance with the Data Protection Act 1998 and protect and secure such information;

2.11 Abide by the instructions of all donors in respect of their Personal Identifiable Information;

2.12 Not sell, trade or rent Personal Identifiable Information to third parties;

2.13 Not pass donor's Personal Identifiable Information to the Charity unless the Charity has accepted these Terms and Conditions.

HMRC Audit Requirements

2.14 Keep proper records of all donations and tax reclaims for such period as may from time to time be required by the HMRC for audit purposes, to which the Charity may have access and take photocopies of at its own expense at any time during normal office hours on 48 hours' written notice.

Site Maintenance and Miscellaneous

2.15 Comply at all times with all rules of law, bye-laws and regulations relevant to fund-raising and, in particular, comply in all respects with the provisions of the Charities Act, 1992 and the Charitable Institutions (Fundraising) Regulations, 1994;

2.16 Undertake general maintenance and upkeep of the Website and associated services between 12:00 - 08:00 hours at the weekends from time to time. During this period, the Website and associated services shall not be available for use.

Intermediary

2.17 JG, as operator of the Website and associated services, acts as an intermediary between the Charity and the individual users of the Website and associated services and whilst the Charity and the individual user information resides on the Website or associated services, JG does not check or exercise any editorial control over the content of such information. In the event that JG is made aware of or has knowledge of any unlawful activity or information on the Website or associated services, JG shall act to remove or disable access to the information. JG shall not be liable to the Charity as a result of its role as intermediary.

3. Charity agrees that it shall

3.1 ensure that any content supplied by it to JG for display on the Website or associated services will not be in violation of any law or regulation or be defamatory, obscene or breach any intellectual property rights of a third party or breach any right or duty owed to a third party. JG reserves the right to only reproduce content on its Website relating to charities who are subscription members;

3.2 provide written confirmation to JG of any donations, and related Gift Aid reclaims, that it permits JG to reimburse to the donor. JG will not permit refunds without prior written consent from the Charity;

3.3 permit JG to deduct such refunds from subsequent donations, or Gift Aid reclaims. Should no donations or Gift Aid reclaims arise within one week of the refund, JG reserves the right to invoice the Charity for the refunds, and the Charity agrees to settle that invoice within 1 month of the invoice date.

3.4 include in all advertising materials promoting the text giving service the following message:

"Texts are charged at your mobile phone operator's standard rate. The charity will receive 100% of your donation. You must be 16 or over and please ask the bill payer's permission. For full terms and conditions and more information, please visit www.justgiving.com/info/terms-of-service."

4. Licence of Trademark

4.1 The Charity hereby grants to JG and its partners a non-exclusive licence to use its Trademark solely in connection with the Website (and associated services) and its operation and promotion and for no other purpose whatsoever;

4.2 The licence shall terminate automatically on expiry or termination of the terms of the Charity's membership.

5. Fees

In consideration of using JG's fundraising, sponsorship and direct donation services (together referred to as the "**Services**"), the Charity shall pay the following transaction fees (for donations made via the Website only) to JG:

Transaction Fees

A transaction fee of 5% (plus VAT) of the gross amount of every donation, namely the donation itself together with the Gift Aid reclaim, if any, recovered by JG.

JG is hereby authorised to deduct the transaction fee (plus VAT) together with credit or debit card charges, from the Gift Aid reclaim, or, where a donation is not eligible for Gift Aid reclaim, from the donation.

In relation to the text giving service JG will not currently make this charge, although JG reserves the right to charge the transaction fee in the future. If JG does decide to charge the transaction fee in future JG will tell you in advance.

6. Rights

All intellectual property rights in any material (including text, photographs and other images, trademarks and logos) contained in this Website and associated services is either owned by JG or has been licensed to JG by the rights' owner(s) so that JG can use this material as part of its Website and associated services.

7. Liability

7.1 JG does not, and nothing in these Terms and Conditions shall act to, exclude or limit JG's liability for death or personal injury resulting from its negligence, fraud or any other liability which may not by applicable law be excluded or limited.

7.2 The Charity agrees that its use of the Website and associated services is on an "as is" and "as available" basis and that its use of the Website and associated services is at the Charity's sole risk. JG does not guarantee continuous uninterrupted or secure access to our Services and operation of the Website and associated services may be interfered with by numerous factors outside of JG's control. On that basis, except as expressly set out in these Terms and Conditions, JG does not enter into conditions, warranties or other terms in relation to the Website and associated services, to the extent permissible by law.

7.3 Subject to Section 7.1, in no event shall JG be liable (whether for breach of contract, negligence or for any other reason) for any loss or damage which the Charity may claim to have suffered by reason of its accessing and use of the Website and associated services, including (but not limited to) loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.

7.4 JG may change the format and content of the Website and associated services from time to time. The Charity should refresh its browser each time it visits the Website to ensure that the Charity downloads the most up to date version of the Website, including the latest version of these Terms and Conditions.

8. Confidential Information

8.1 From the Commencement Date and for a period of seven (7) years thereafter, the parties shall treat as strictly confidential all information about the other which has been acquired as a result of the use of JG's Services and which is not in the public domain. No party shall use or disclose to any third party such information belonging to the other party without that party's prior written consent, except where required to do so by law, including without limitation the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, or regulatory or governmental body. This Section shall survive termination of these Terms and Conditions.

9. Termination

9.1 If the Charity does not wish to take part in the non member charity service they can opt out by telephoning JG on 0845 0212110 or emailing JG at charities@justgiving.com.

9.2 In addition to the rights under Section 9.1 above, each party will have the right to terminate the use of JG's Services and the Website and associated services with immediate effect by notice in writing when, and at any time after, the other party commits an act of default or commits any act or threatens to do any act the direct result of which is to damage or is likely to damage the reputation of the other party.

9.3 An act of default by either party shall occur if:

9.3.1 either party is wound up;

9.3.2 an administration order is made in relation to either party or a receiver or an administrative receiver is appointed over or an encumbrancer takes possession of or sells all of either party's assets;

9.3.3 either party makes an arrangement or composition with its creditors generally.

9.4 Further to Section 9.2 above, an act of default by the Charity shall occur if the Charity loses (for whatever reason) its charitable status.

9.5 JG may terminate the Charity's access to the Website and associated services immediately in the event that the Charity breaches any of these Terms and Conditions.

9.6 JG in any event reserves the right to withdraw the Website and associated services from public access at any time, at its complete discretion.

10. Suspension of Website or associated services

JG may, in its sole discretion, without liability to the Charity, suspend the operation of the Website or associated services in full or in part at any time, for example but without limitation for repair or maintenance work or in order to update or upgrade the contents or functionality of the Website or associated services from time to time.

11. Governing Law

These Terms and Conditions are governed by English Law and are subject to the exclusive jurisdiction of the English courts.

12. Notices

Notices referred to above should be made in writing and sent by first class post to the addresses given in these Terms and Conditions. These Terms and Conditions represent the entire agreement between JG and the Charity and supersede any other representations made orally or in writing.

13. Third Party Rights

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.