

Giveall2Charity E-fundraising Terms of Service for Charities

May 15, 2014
Ver.2.07

PLEASE READ THESE TERMS OF SERVICE CAREFULLY - WE RECOMMEND THAT YOU CONSULT WITH YOUR LEGAL ADVISOR OR ACCOUNTANT SHOULD YOU NEED ANY CLARIFICATION

Giveall2Charity Limited, a registered UK Charity – 1132982, company registered number 7075425 whose registered office is at Bank House, 81 St. Judes Road, Englefield Green, Egham, TW20 0DF, trading as Giveall2Charity, Giveall and Giveall Services Limited ('Giveall2Charity', Giveall, 'us' or 'we'), operates the on-line donation service Giveall.com, Giveall2Charity.com, Giveall2Charity.org and giveall.org and other related systems and services as are outlined in these Terms of Service (the 'Giveall Services') through the wholly owned subsidiary – Giveall Services Limited.

The Giveall Services include the:-

- principle of Treating Customers (you, the fundraiser and donor) Fairly – ("TCF");
- collection, processing and transfer of donations and, where applicable, Gift Aid;
- processing of zero cost Payroll Giving through the Giveall Payroll Giving Agency;
- collection of event fees;
- collection of subscription fees;
- provision of Giveall banking services to every Charity through Barclays Bank PLC;
- provision of consolidated cash management services to automatically maximise income earned for all charities on their Charity's designated Barclays Giveall banking account;
- provision of wealth management services through FSA registered entities, where 100% of all commissions are returned to the charity; and,
- provision of Affiliate Services by a wholly owned subsidiary Giveall Services Limited and/or our Giveall Affiliates.

The Giveall Services do NOT include:-

- the provision of merchant and Faster Payment services by Specialist Payment Services Limited ("SPS"), which is the subject of a [separate agreement](#).

These are the Terms of Service, which govern the use of the Giveall Services by the Charity that is registered with Giveall.

By continuing to use or access the Giveall Services, or by beginning the registration process, you are agreeing as a Charity to be bound by these Terms of Service with immediate effect.

References in these Terms of Service to the 'Charity' or 'you' (or similar) are references to you as a Charity that has applied to Giveall and/or been registered by Giveall as a Giveall Subscriber or as a Charity registered for Giveall Payroll Giving (only) (as defined below).

These Terms of Service are divided into nine (9) Sections for your convenience:

- Section 1 sets out the provisions relevant to your subscription to Giveall Services.
- Section 2 sets out the provisions relating to the payment of Fees for Giveall Services and the PSP.
- Section 3 sets out the terms of refund of Subscription fees.
- Section 4 sets out the terms of refund of Event Fees.
- Section 5 sets out the terms of the use of the Merchant Charity Trust Account by Giveall.
- Section 6 sets out the terms of the use of the Payroll Giving Account by Giveall.
- Section 7 sets out the terms of the Transfer of amounts due to Charities.
- Section 8 sets out the Payment Services provided by Giveall's Bankers and the PSP.
- Section 9 records the general provisions relating to the agreement.

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Section 1 – Subscription to Giveall Services

1. Subscription

- 1.1. The Giveall Services are currently only available for use by charities, churches, CASCs, schools, educational institutions and other Non-Profit Organisations (“NPOs”) (together collectively referred to from here onwards as “the **Charity**” or “the **Charities**”) with a registered address in the United Kingdom and who are registered with the English and Welsh or Scottish Charity Commissions and/or Her Majesty’s Revenue & Customs (**‘HMRC’**) Further information on the registration process can be located by clicking [here](#).
- 1.2. The following definitions apply:
 - 1.2.1. “Affiliate” means an independent third party legal entity, which provides products and services to Giveall Services Limited.
 - 1.2.2. “Affiliate Services” means any product and service, which Affiliate entities and organisations provide to Giveall Services Limited, which in turn are provided to all Giveall Subscriber Charities by Giveall Services Limited.
 - 1.2.3. “Barclays Giveall Banking Services platform” means the banking platform provided by Barclays Bank PLC, which Giveall has modified to provide a bespoke platform to all Charities.
 - 1.2.4. “Branding Guidelines” means the Giveall branding guidelines as [published](#) by Giveall.
 - 1.2.5. “Calendar Month” is the period of time between the 1st and last days of any month.
 - 1.2.6. “Chargeback costs” means the costs incurred on the processing of chargebacks or refunds initiated by any debit or credit card holder or card-issuing bank.
 - 1.2.7. “Charity” or “Charities” means any charity, church, CASC, school, educational institution and other Non-Profit Organisation (“NPO”).
 - 1.2.8. “Charity registered for Giveall Payroll Giving (only)” means a Charity, which registers only for the Giveall Payroll Giving Service and does not pay any subscription and is therefore not entitled to benefit from the Affiliate Services.
 - 1.2.9. “Charity Trust Account” means the separate Trust Account held by Giveall for each Charity under the Barclays Giveall Banking Services platform with Barclays Bank PLC.
 - 1.2.10. “Giveall” means Giveall2Charity Limited, a registered UK Charity – 1132982, company registered number 7075425 whose registered office is at Bank House, 81 St. Judes Road, Englefield Green, Egham, TW20 0DF, trading as Giveall2Charity, Giveall and Giveall Services Limited.
 - 1.2.11. “Giveall Individual Donor Account” means the separate Individual Donor Account held by Giveall under the Charity Trust Account held with Barclays Bank PLC for the retention and processing of donor funds, until such time as the donor allocates them to a Charity.
 - 1.2.12. “Giveall Payroll Giving Service” means the Payroll Giving Service provided by Giveall to employers and employees.
 - 1.2.13. “Giveall Reporting Service” means the high security service provided by the Giveall Affiliate Partners – Formidable Media, Olap Office and Targit.
 - 1.2.14. “Giveall Subscriber” means a Charity, which is entitled to receive all of the Affiliate Services and has concluded a Subscription and effected payment of the Subscription Fees.
 - 1.2.15. “Gross Interest” means the interest payable to a Charity, which has confirmed that it is exempt from the withholding tax provisions of HMRC.
 - 1.2.16. “HMRC” means HM Revenue & Customs.

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- 1.2.17. "KYC" means the Know Your Client requirements which have to be followed by Giveall in terms of the [Money Laundering Regulations 2007](#).
- 1.2.18. "Merchant Charity Trust Account" means the separate Trust Account held with Barclays Bank PLC for the retention and processing of funds through the card/merchant processing system, until such time as they are cleared by Giveall.
- 1.2.19. "Net Interest" means the net interest payable, after withholding tax has been deducted, to any Non-Profit Organisation, which has **NOT** confirmed that it is exempt from the withholding tax provisions of HMRC.
- 1.2.20. "Offset Arrangement" means an arrangement whereby a cost and a benefit are offset in a manner, which, benefits two parties.
- 1.2.21. "Registered" means the Charity appears on our database.
- 1.2.22. "Settlement Bank" means a recognised bank which Giveall uses to settle (i.e. to pay into) the merchant or any other funds.
- 1.2.23. "Settlement Fees" means the fees charged by a recognised bank for the processing and settlement of the merchant or any other funds.
- 1.2.24. "Subscription" means where a Charity, which is a Giveall Subscriber entitled to and/ or in receipt of all the Affiliate Services and has supplied its Know Your Client (KYC") information and effected payment of the Subscription Fees to Giveall.
- 1.2.25. "Subscription Fees" means the fees payable in terms of **Section 2**.
- 1.2.26. "Trust Account" means the system of Trust Accounts set up by Giveall with Barclays Bank PLC.
- 1.3. While there are no registration fees for any Charity, the Charity can either register as a Giveall Subscriber or as a Charity registered for Giveall Payroll Giving (only). The following information concerning Subscription Fees should be noted:
 - 1.3.1. Giveall Subscribers are required to pay a Subscription Fee as set out in **Section 2**;
 - 1.3.2. Charities registered for Giveall Payroll Giving (only) are **NOT** required to pay a Subscription Fee.
- 1.4. Subscription by a Charity is not a prerequisite for any donor or employee making a donation to any Charity. Giveall's principle of Treat Customers Fairly ("TCF") requires us to enable all donors and employees to make donations to any Charity.
 - 1.4.1. Should a donation take place under these circumstances **through the Merchant Platform**, i.e. using a Credit or Debit Card, then:-
 - 1.4.1.1. The donor is advised that:-
 - 1.4.1.1.1. where the Charity is not a Giveall Subscriber, Giveall will advise the Charity that they are holding the funds on trust for the selected Charity; and,
 - 1.4.1.1.2. the funds will only become available to the Charity on the Charity subscribing and completing the due diligence process and complying with the Anti-Money Laundering Regulations; and,
 - 1.4.1.1.3. should the Charity not subscribe within ninety (90) days, following the receipt of the donation, then the donor will be given the opportunity to nominate an alternative Charity.
 - 1.4.1.2. Giveall will advise the Charity that:-
 - 1.4.1.2.1. a donation has been received by Giveall and that it is held in trust subject to the Charity concluding a Subscription with Giveall within the ninety (90) period from receipt of the donation; and,

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1.4.1.2.2. should the Charity not conclude a Subscription with Giveall within ninety (90) days, following the receipt of the donation, then the donor will be given the opportunity to nominate an alternative Charity.

1.4.2. Should a donation take place under these circumstances **through Giveall Payroll Giving**:-

1.4.2.1. Giveall will advise the Charity that:-

1.4.2.1.1. a donation has been received by Giveall through the Giveall Payroll Giving Platform and that it has transferred Cleared Funds into the Charity's designated Charity Trust Account, see Clause 7.1 below, held in the Giveall Barclays IFS banking platform subject to the Charity registering as a Giveall Subscriber or as a Charity registered for Giveall Payroll Giving (only) with Giveall within a thirty five (35)* day period from receipt of the donation.

*The period of time will increase to sixty days (60) if the charity nominated by an employee has had no payments made to them in the previous twelve (12) month period.;

1.4.2.1.2. the funds will become available to the Charity, commission-free, once the Charity completes their registration for the purposes of Giveall Payroll Giving (only), and completing the due diligence process and complying with the Anti-Money Laundering Regulations within thirty five days (35)*.

*The period of time will increase to sixty days (60) if the charity nominated by an employee has had no payments made to them in the previous twelve (12) month period; and,

1.4.2.1.3. Should a Charity fail to register, complete the due diligence process and comply with the Anti-Money-Laundering Regulations within thirty five (35) days:

1.4.2.1.3.1. the Charity will be unable to access and draw the funds from the Charity's designated Charity Trust Account, held in the Giveall Barclays IFS banking platform; and,

1.4.2.1.3.2. Giveall will advise the relevant authorities in terms of the Anti-Money-Laundering Regulations.

1.5. Your registration with Giveall will not (amongst other things) be complete until you have supplied various forms and complied with all of the [Money Laundering Regulations 2007](#) ("AML"):-

1.5.1. For both a Giveall Subscriber and a Charity registered for Giveall Payroll Giving (only), the following forms are required for compliance with the AML:-

1.5.1.1. For the Charity, we require certified copies of:

1.5.1.1.1. proof of registration of the legal entity;

1.5.1.1.2. certificate of registration as a Charity or proof of Statutory Tax Exemption from HMRC or local Tax Authority;

1.5.1.1.3. confirmation of the Charity bank account from the Charity's bankers; and,

1.5.1.1.4. proof of address.

1.5.1.2. For the two authorised contacts, who will authorise payments for and on behalf of the Charity, we require certified copies of:

1.5.1.2.1. proof of identity i.e. passport, driver's licence, etc.;

1.5.1.2.2. proof of address; and,

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1.5.1.2.3. proof of approval of the two (2) authorised contacts from the Charity's CEO or CFO.

1.5.2. For a Giveall Subscriber, the following additional forms are required:

1.5.2.1. the bank Direct Debit mandate form; and where applicable;

1.5.2.2. proof that the organisation is exempt from the withholding tax provisions of HMRC; and,

1.5.2.3. Form Chv1 - HMRC - Charities' variations form to allow Giveall to claim Gift Aid on behalf of the Charity.

Further information, including a Help Guide, on the registration process and forms can be located by clicking [here](#).

1.6. Once you have successfully completed your registration with Giveall you will be deemed to be Registered as either a Giveall Subscriber or as a Charity registered for Giveall Payroll Giving (only), depending on which type of registration you have chosen.

1.7. By becoming a Giveall Subscriber you accept:

1.7.1. that your Subscription shall continue indefinitely, subject to termination in accordance with Clause 9 and:-

1.7.1.1. Subscription is for full Calendar Months only;

1.7.1.2. Giveall does not provide refunds or credits for any partial-month subscription periods therefore the:

1.7.1.2.1. Subscription commences on the first day of the Calendar Month which follows after the month in which the Charity registers; and,

1.7.1.2.2. Subscription ceases at the end of the Calendar Month, which follows after the month in which notice is given by the Charity.

1.7.2. you appoint Giveall as your agent for the purpose of collecting donations, event fees and Gift Aid through the Giveall Platform; and,

1.7.3. you authorise Giveall to:-

1.7.3.1. process Direct Debit instructions against your nominated bank account;

1.7.3.2. reclaim Gift Aid on your behalf;

1.7.3.3. make transfers to your Charity Trust Account;

1.7.3.4. deduct refunds, Gift Aid reclaims by HMRC, bank charges, Chargeback costs and any Transaction Fees payable under **Section 2** and any other charges arising from transfers to you and/or via Direct Debit or any other means;

1.7.3.5. use your personal information to deliver essential services through our wholly owned subsidiary Giveall Services Limited and through our Giveall Affiliates.

1.8. By becoming a Charity registered for Giveall Payroll Giving (only):

1.8.1. you accept that your registration shall continue indefinitely, subject to termination in accordance with Clause 9;

1.8.2. you appoint Giveall as your agent for the purpose of collecting Payroll Giving through the Giveall Platform; and,

1.8.3. you authorise Giveall to:-

1.8.3.1. make transfers to your Charity Trust Account;

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- 1.8.3.2. deduct refunds, bank charges and any Transaction Fees payable under **Section 2** and any other charges arising from transfers to you and/or via Direct Debit or any other means;
 - 1.8.3.3. use your personal information to deliver essential services through our wholly owned subsidiary Giveall Services Limited and through our Giveall Affiliates.
- 1.9. Information of a sensitive and confidential nature that you provide to us and we retain about you will not be disclosed to anyone other than:
- 1.9.1. to our bankers in relation to any PSP Services, as limited to receipt and payment or transfer information;
 - 1.9.2. to our wholly owned subsidiary, Giveall Services Limited, and our Giveall Affiliates to enable the delivery of such PSP Services; or
 - 1.9.3. where we are legally required to disclose or have a public duty to disclose; or
 - 1.9.4. where the disclosure is made with your consent; or
 - 1.9.5. where the information is already in the public domain other than as a result of us breaching our confidentiality commitments to you, and
 - 1.9.6. your personal information will never be given to others nor used in any way beyond this delivery of essential services without your consent.
- 1.10. Charities will at the request of Giveall provide Giveall with the necessary paperwork to verify the charity and its trustees in a timely manner. Giveall will undertake such checks as are necessary and appropriate. In certain special circumstances additional verification may be required. Should additional work be required to verify the identity of the Charity or its trustees, this may incur a cost. This cost will be agreed with you beforehand and will have to be paid to Giveall before the verification work is undertaken. Such additional work does not guarantee that Giveall will accept your application.
- 1.11. Giveall only distributes contributions and/or donations to a Charity in "good standing" with the Regulatory Authorities. Accordingly, Giveall reserves the right to decline any registration without further explanation.

Section 2 – Fees payable for the use of the Giveall Services

2. The following fees are payable:

Fees Payable for the use of the Giveall Services				
Item	Donors & Fundraisers	Small Charity ⁽¹⁾	Large Charity ⁽²⁾	Charity registered for Giveall Payroll Giving (only) ⁽³⁾
Registration	N/A	N/A	N/A	N/A
Subscription Fee ⁽⁴⁾	N/A	£1 p.a. plus VAT	£20 p.m. plus VAT	N/A
Transaction Fees	N/A	Zero	Zero	N/A
Charity Event Fees	N/A	0.4% plus VAT	0.4% plus VAT	N/A
Payroll Giving	N/A	Zero	Zero	Zero
Payroll Giving Promotion ⁽⁵⁾	N/A	FOC	FOC	N/A

Fees Payable for the use of the Payment Services Provider ("PSP")				
Item	Donors & Fundraisers	Small Charity ⁽¹⁾	Large Charity ⁽²⁾	Charity registered for Giveall Payroll Giving (only) ⁽³⁾
Bank Interchange Fees	N/A	As published –	As published –	N/A

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		FTTT ⁽⁶⁾	FTTT ⁽⁶⁾	
Bank Charges - Faster Payment Fees ⁽⁷⁾	N/A	£1.00 per Faster Payment	£1.00 per Faster Payment	£1.00 per Faster Payment
Direct Debit Bureau	N/A	TBA ⁽⁸⁾	TBA ⁽⁸⁾	N/A
Transaction Fees	N/A	Zero	Zero	Zero

NOTES:

- (1) A Small Charity is one, which has an annual turnover of less than £10,000.
- (2) A Large Charity is one, which has an annual turnover of £10,000 and more.
- (3) Charity registered for Giveall Payroll Giving (only) is one, where the Charity only registers for the Giveall Payroll Giving Service.
- (4) Subscription fees are payable monthly in advance and are set to cover the costs of operating the platform for the benefit of all charities and non-profits.
- (5) Payroll Giving Promotion of Charities to employers and employees is provided Free of Charge ("FOC") to all Giveall Subscribers, with the exception of Charities registered for Giveall Payroll Giving (only) who do not pay Subscription Fees.
- (6) FTTT means From Time to Time. Interchange fees are reviewed by MasterCard and Visa on a regular basis and can change. Any changes will lead to a change in the fees charged.
- (7) Faster Payment Fees are exempt from VAT.
- (8) TBA means To Be Advised in due course.

Section 3 – Refund of Subscription Fees

3. Our Subscription Fee refund policy is as follows:

- 3.1. It is one of the stated objects of Giveall to keep the Subscription Fees as low as possible or to generate sufficient surplus funds to enable the Subscription Fees to ultimately be set for all Charities at £1.00 plus VAT per annum.
- 3.2. Where Giveall, in its sole discretion, decides to allocate any portion of the prior year's surplus of funds over expenditure and projected future working capital, to the reduction of historical Subscription Fees, Giveall shall within three months of Giveall's year-end, which is 31st December, advise all charities of the refund, if any, on their Subscription Fees.
- 3.3. Alternatively, Giveall may, in its sole discretion, reduce the future Subscription Fees by allocating any portion of the prior year's surplus of funds over expenditure and projected future working capital, to the reduction of Subscription Fees.
- 3.4. Except for the above, no refunds or partial refunds of Subscription Fees will be made.

Section 4 – Refund of Charity Event Fees

4. Our Event Fee refund policy is as follows:-

- 4.1. Any request for a refund of an Event fee will be forwarded by Giveall to the Charity Event Organiser and the Charity, who bear any responsibility for it.

Section 5 – Terms of Service of The Merchant Charity Trust Account By Giveall

5. Terms of Service of The Merchant Charity Trust Account By Giveall

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- 5.1. Once the funds have been processed by our Payment Services Provider ("PSP") all donations are transferred into a designated Merchant Charity Trust Account, for the benefit of the Charity.
- 5.2. It should be noted that since Giveall does not charge any transaction fees, Giveall cannot assume the risk of any Chargeback costs. Accordingly, Giveall will not release any funds until they are cleared.
- 5.3. Subject to Clause 5.6 below, the funds shall remain in the interest bearing Merchant Charity Trust Account for forty-nine (49) days ("the Designated Period"), until the risk of any Chargeback costs has passed and the funds are cleared for release into the individual Charity's designated Charity Trust Account.
- 5.4. Interest earned on the Merchant Charity Trust Account shall accrue to the benefit of all Charities. This interest, after all unrecovered Chargeback costs have been paid and deducted from any interest earned, will be paid across to all Charities quarterly in arrears. The interest will be credited to each Charity's Giveall bank account.
- 5.5. All bank charges, howsoever arising, including Chargeback costs, interchange fees, credit and debit card and Direct Debit fees, on receipt of funds by us, or on transfer of funds out of the Charity's designated Charity Trust Account to the Charity or any designated third parties, if any, are for the Charity's account.
- 5.6. Giveall is always seeking ways to reduce the costs of processing charitable donations and thereby increase the return to Charities. Therefore, Giveall reserves the right to operate a cost/interest Offset Arrangement with any Settlement Bank whereby any Settlement Fees are offset against interest earned on the Merchant Charity Trust Account. The Offset Arrangement will operate on the basis that the Charity will receive 100% of the benefit of such Offset Arrangement.

Section 6 – Summarised Terms of Service of the Giveall Payroll Giving Service for Employers and Employees

6. **Terms of Service of The Payroll Giving Account By Giveall (A HMRC approved and registered Payroll Giving Agent)**
 - 6.1. The Employer shall sign up to Payroll Giving with Giveall; and,
 - 6.2. The Employee shall authorise the Employer to make a pre-tax deduction from their regular (weekly, monthly, etc.) salary run for processing and payment, by the Giveall Payroll Giving Service, into the Charity Trust Account and the Giveall Individual Donor Account; and
 - 6.3. Once Payroll Giving has been processed by SPS, all salary deductions (donations and any matching amounts paid by the Employer) are transferred by your Employer into a designated Giveall Payroll Giving Account, for the benefit of the Charity; and,
 - 6.4. Within the next two (2) working days, following receipt of the funds from the Employer, Giveall will process the funds and allocate these directly into the designated Barclays Giveall Bank Accounts for the respective Charities and individual Donors.

Section 7 - Transfer of amounts to Charities

7. Transfer of amounts due to the Charity

7.1. Payroll Giving

On a daily basis, once the Cleared Funds have been received from the employer, see Clause 6.4 above, Giveall will transfer Cleared Funds into the Charity's designated Charity Trust Account.

7.2. Donations:

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On a weekly basis, once the donated funds have been cleared, see Clause 5.3 above, Giveall will transfer Cleared Funds into the Charity's designated Charity Trust Account.

7.3. Gift Aid – where appropriate:

Upon receipt from HMRC, Giveall will transfer cleared Gift Aid funds into the Charity's designated Charity Trust Account on a monthly basis.

7.4. Cleared Funds, comprise those funds which have:-

7.4.1. Accrued to and been received by us.

For example, where a Fundraiser has not yet completed an event and we are required to hold such funds until the event has taken place, then such funds shall be held in trust for the benefit of the donor until such time as the event has taken place. All funds held on trust will not accrue to the Charity until the event has taken place. Should the event not take place then we shall refund the funds/donation, if so instructed by the donor, to the donor and no funds will accrue to the Charity.

7.4.2. Been held in our Merchant Charity Trust Account for the Designated Period and have been released for transfer into the Charity's designated Charity Trust Account.

Section 8 - Payment Services provided by Giveall's Bankers and the PSP

8. Payment Services provided by Giveall's Bankers and PSP

8.1. Barclays Bank PLC act as Giveall's bankers and our merchant processor. SPS, our Payment Services Provider (PSP), settles all funds directly to Barclays. Accordingly, neither Giveall nor the PSP provide Payment Services in terms of the Payment Services Regulations of 2009 and are not required to register under the FSA regulations.

8.2. Giveall has set up the Barclays Giveall Banking Services platform. These Services enable us to:

8.2.1. open separate Charity Trust Accounts for any Charity, with Barclays Bank PLC;

8.2.2. transfer funds between various Charity Trust Accounts using Barclays Giveall Banking Services without charge;

8.2.3. benefit from reduced bank charges, which we pass on to every Charity; and,

8.2.4. Any Charity to:

8.2.4.1. have secure online access to their designated Charity Trust Account;

8.2.4.2. make free transfers to any other Charity Trust Account within the Barclays Giveall Banking System;

8.2.4.3. make inquiries and print off statements as required;

8.2.4.4. earn wholesale (higher) interest on any (small or otherwise) balance of their funds forming part of the consolidated cash balances of the Merchant Charity Trust Account and the Barclays Giveall Banking Services;

8.2.4.5. reduce the need for any Charity to constantly monitor bank accounts and move cash balances around to get the most favourable interest rate;

8.2.4.6. set up their own third party payments using the highly effective Faster Payments System; and,

8.2.4.7. for more details on the Barclays Giveall Banking Services click [here](#).

8.3. Giveall, has concluded a separate agreement with a PSP to provide merchant and payment processing services for Giveall and registered Charities. For details of these services and the agreement with the PSP, click [here](#).

Section 9 - General Provisions Relating to the Contract

Section 9 contains provisions of general application to the agreement, including details of how we will use your information, our right of set-off, and the law applicable to the relationship between us.

9. Our respective Obligations

9.1. Giveall will:

- 9.1.1. Provide the Giveall Services so that fundraisers can create sponsorship/fundraising pages and donors can make online donations and payments for event fees by credit or debit card specifically for the Charity on the Giveall website, or otherwise through a Giveall controlled website.
- 9.1.2. Giveall will provide the Giveall Payroll Giving Agency Service to all employers and employees without making any charges.
- 9.1.3. Return any cheques or cash received to the Donor.
- 9.1.4. Where appropriate, offer all Donors the option of utilising Gift Aid when making donations. While each donor is responsible at all times for accurately informing and updating Giveall as to their respective Tax status and your entitlement to claim Gift Aid, Giveall is not responsible for the use of inaccurate or out of date information provided by any donor.
- 9.1.5. Where authorised, and subject to the receipt of the duly completed forms and the appropriate donor tax declaration, reclaim tax on behalf of the Charity under the Gift Aid scheme. However, if any Gift Aid claim, which has been paid directly, or indirectly via Giveall arising from a Giveall event, to the Charity is subsequently challenged by HMRC, then the Charity will be responsible for resolving the matter with HMRC and repaying any disputed sum directly to HMRC.
- 9.1.6. Respect personal details provided by Charities, fundraisers and donors in terms of the Data Protection Act 1998. Where a donor or fundraiser has chosen to allow us to pass on their personal data to a Charity, we will do so and the Charity will be obliged to use that data strictly for the purposes and in the manner consented to by the donor or fundraiser.
- 9.1.7. Provide the Charity with access to a secure, password-protected user account (the 'Charity Account') accessible through the Giveall website. Details of the systems required for accessing the Charity Account, and the Charity Account's functionality, are available on the Giveall website.
- 9.1.8. Provide the Charity with access to the secure Barclays Giveall Banking Service accessible through the Giveall website.
- 9.1.9. Provide such additional services from time to time.
- 9.1.10. Amend, or remove any service in its sole discretion.

9.2. Confidentiality of your information

- 9.2.1. Information of a sensitive and confidential nature that you provide to us and we retain about you will not be disclosed to anyone other than:
 - 9.2.1.1. to our bankers in relation to any Giveall Services, as limited to receipt and payment or transfer information;
 - 9.2.1.2. to our wholly owned subsidiary, Giveall Services Limited, and our Giveall Affiliates to enable the delivery of such Giveall Services.
 - 9.2.1.3. where we are legally required to disclose or have a public duty to disclose;
 - 9.2.1.4. where the disclosure is made with your consent; or

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9.2.1.5. where the information is already in the public domain other than as a result of us breaching our confidentiality commitments to you.

9.3. Your obligations as the Charity. You must:

- 9.3.1. Ensure that the content you have posted for display within the Giveall website is your own original work.
- 9.3.2. Not violate, plagiarise, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.
- 9.3.3. Not include any links to other websites where the content of such linked websites is in violation of any law or regulation, is defamatory, obscene or breaches any intellectual property rights of a third party or breaches any right of, or duty owed to, a third party.
- 9.3.4. Assume responsibility for keeping secure your own password, maintaining and updating your Account Details, use of the Charity Account and all of your content generated on the Giveall website.
- 9.3.5. At all times, comply with all relevant data protection legislation and guidelines.
- 9.3.6. Reimburse Giveall for the credit or debit card transaction charges and any bank charges where Giveall incurs such costs in processing donations, event fees, payments using the Faster Payments System or any Chargeback costs in respect of any unauthorised transactions. The relevant sum will normally be deducted from the funds held by Giveall for you.
- 9.3.7. Consent to the refund of donations or event fees as provided in terms of legislation.
- 9.3.8. Provide written confirmation to Giveall of any donations, and related Gift Aid reclaims, that it permits Giveall to reimburse to the donor. Giveall will not permit refunds without prior written or electronic consent from the Charity to the payment of the refund and any associated costs.
- 9.3.9. Permit Giveall to deduct such refunds from subsequent donations, or Gift Aid reclaims or debit their bank account. Should no donations or Gift Aid reclaims arise within one week of the refund or a debit cannot be processed against the Charity's bank account, Giveall reserves the right to invoice the Charity for the refunds, and the Charity agrees to settle that invoice or reimburse Giveall the amount within fourteen (14) days of notice or issue of the invoice to that effect being given by Giveall.
- 9.3.10. Accept the provision of electronic communications, invoices and service of Notice on the Charity.
- 9.3.11. Comply with Giveall's Branding Guidelines when any use of the Giveall brand, logo or donate buttons takes place.
- 9.3.12. Grant, by the submission of any trade mark, intellectual property, text, pictures or any file, to Giveall and Giveall Services Limited and any Giveall Affiliate a non-exclusive licence to use its Trademark, images and all other materials (including associated intellectual property rights) solely in connection with the Website, its operation and any associated operation of Giveall Services Limited and the Giveall Affiliates for any other connected commercial or charitable activities whatsoever.

The licence shall terminate automatically on expiry or termination of the Charity subscription, but shall continue to cover all trademarks, intellectual property, text or any file and all other materials (including associated intellectual property rights) previously submitted to and used by Giveall.
- 9.3.13. Honor the legally binding contract, which arises between you and the relevant individual on collection of an event fee by Giveall.

9.4. Website Content - responsibility of Giveall

- 9.4.1. Giveall does not take responsibility for any user (donor, fundraiser, sponsor or charity) generated content or information displayed on the Giveall website.
- 9.4.2. If Giveall is informed or otherwise has knowledge of any unlawful or offensive activity or information on the Giveall website, Giveall will act promptly to remove or disable access to this information.

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- 9.4.3. Subject to Clause 9.10, Giveall shall not be liable to the Charity or any third party as a result of its role as the operator of the Giveall website or as an intermediary between the Charity and any donor, fundraiser and/or sponsor.

9.5. Licences to Giveall's trade marks

- 9.5.1. Giveall grants the Charity a non-exclusive, worldwide licence to use its logo, such use to be in accordance with the 'Giveall Brand Guidelines' (as displayed on [this](#) site) and any directions issued by Giveall.
- 9.5.2. Giveall reserves the right to revoke this licence or amend the Giveall Brand Guidelines at any time. All goodwill related to Giveall and the Giveall logo and brand will at all times enure to, and remain the property, of Giveall.
- 9.5.3. The licence shall terminate automatically on expiry or termination of the terms of the Charity subscription, but shall continue to cover all trademarks, intellectual property, text or any file and all other materials (including associated intellectual property rights) previously submitted to you.

Joint Indemnification

- 9.5.4. In relation to the use of each other's intellectual property rights, each party shall, in respect of any action brought against the other party, indemnify the other party in respect of all loss, cost, damage or expense (including reasonable legal fees) suffered by that other party as a result of its use or possession of the materials or intellectual property rights provided to it, that infringe any intellectual property rights or other rights of a third party, or are offensive, harmful or illegal.

9.6. Transaction Information

- 9.6.1. All transaction information will be provided via your Charity Account or your Charity Trust Account and in a secure manner through the Giveall Reporting Service. For further details contained in our Help Guides click [here](#).
- 9.6.2. No paper statements will be sent to you. Information on the transactions that we process for you, and deductions we have made, will be available through the:
- 9.6.2.1. Charity Account;
 - 9.6.2.2. Charity Trust Account; and,
 - 9.6.2.3. via Formidable Solutions.
- 9.6.3. If you are unable to access the Charity Account, Charity Trust Account or the secure encrypted content, please contact Giveall's website service team by clicking [here](#).
- 9.6.4. If an error is identified by Giveall in information that it has provided, Giveall will seek to rectify it.

9.7. Incorrectly executed transactions

- 9.7.1. Where you have instructed our PSP to make a payment, they are responsible for it being processed correctly unless we can prove to you or your bankers or your beneficiaries bankers (as appropriate), that the payment was in actual fact received by your bankers or your beneficiaries bankers. Where the PSP can prove this, your bankers will be responsible to you for making the payment and crediting your account as appropriate.
- 9.7.2. If a payment has been made incorrectly and our PSP fails to prove that the payment you authorised was received by your bankers or your beneficiary's bankers, Giveall will credit the amount of the non-executed or defective payment transaction to you. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 9.7.3. If you ask us, we will endeavour to trace a payment and will tell you the outcome.

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9.8. Unauthorised transactions

- 9.8.1. To help Giveall prevent fraud, you must tell Giveall immediately if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell Giveall within thirteen (13) months of the date the transaction was deducted from your account, you may not be entitled to have any errors corrected.
- 9.8.2. It is your responsibility and therefore essential that you must read carefully the statements that are available through the Charity Account, Charity Trust Account and via the secure service provided by the Giveall Affiliate Partner – Formidable Solutions.
- 9.8.3. Subject to Clauses 9.1 and 9.2, we will be responsible for any unauthorised transactions that you tell us about in accordance with Clause 9.8.1.
- 9.8.4. If we suspect fraud or that you have been grossly negligent, we will investigate the transaction and will only be responsible if and when we have concluded that there has been no fraud and you have not acted with intent or been grossly negligent. Where we are responsible, we will refund the amount of the unauthorised transaction and any resulting interest and charges that we are responsible for. We will have no further liability to you.
- 9.8.5. You will be responsible for all losses arising from unauthorised transactions that occur as a result of you (or anyone authorised by you) having acted:-
 - 9.8.5.1. fraudulently;
 - 9.8.5.2. with intent; or,
 - 9.8.5.3. with gross negligence.
- 9.8.6. Unless you have acted in a manner described in Clause 9.8.5, you will not be responsible for any losses in respect of an unauthorised transaction due to:
 - 9.8.6.1. abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or,
 - 9.8.6.2. our failure to comply with our obligations under EC or UK Law.

9.9. Supply of Affiliate Services

- 9.9.1. Your attention is drawn to the fact that each Affiliate has separate Terms of Conditions or Terms of Service, which apply to the provision of their Affiliate Services. To receive the Affiliate Services, you must accept their Terms of Conditions or Terms of Service.

9.10. Links from this site to other sites

- 9.10.1. Please be aware that our site may provide access to other web sites by linking to them. We are not responsible for the data policies (including data protection and cookies), content or security of these linked web sites.

9.11. Redress

- 9.11.1. If Giveall does not follow the TCF Principle of Treating Customers Fairly, or if you think Giveall has made a mistake, please contact Giveall by clicking [here](#).
- 9.11.2. All complaints will be investigated and, if necessary, actions will be taken to put matters right as quickly as we can. Where appropriate, steps will also be taken to prevent a recurrence. However, if you remain dissatisfied and would like further information about the process for resolving complaints, please obtain a copy of the Giveall complaints procedure by clicking [here](#).

9.12. Communications

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- 9.12.1. These Terms of Service are issued and concluded in English. Communications between us will be in English and will generally be conducted by email, phone or letter using the most recent details that you have provided to us, or by a message posted to your Charity Account.
- 9.12.2. If you wish to contact Giveall, please click [here](#) or write to our registered address recorded at the end of these Terms of Service.
- 9.12.3. A complete copy of these Terms of Service can be downloaded by clicking [here](#).

9.13. Disclaimer and limitation of liability

- 9.13.1. Nothing contained in these Terms of Service excludes or limits Giveall's liability for fraud, or for death or personal injury arising from its negligence or that of its employees, agents or subcontractors, or for any other liability that cannot be lawfully excluded. In no event will we be responsible for indirect losses which arise from the main loss or damage, and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).
- 9.13.2. Subject to Clause 9.12., all reasonable care will be taken by Giveall but you use the Giveall website at your own risk and Giveall is not liable for loss or damage that you may suffer through use of the Giveall website.

9.14. Failure to comply with these Terms of Service

- 9.14.1. If you break these Terms of Service we reserve the right, at our sole discretion, with or without notice to:-
 - 9.14.1.1. delete any content;
 - 9.14.1.2. terminate your subscription;
 - 9.14.1.3. terminate any Giveall Affiliate Services;
 - 9.14.1.4. revoke any Affiliate product licences; and,
 - 9.14.1.5. prohibit you from using all or part of the Giveall Service.

9.15. Termination

- 9.15.1. The Charity may discontinue use of the Giveall Services and terminate its subscription on one calendar month's notice.
- 9.15.2. On termination of your subscription, all rights to or use of any Giveall Affiliate Services or any Affiliate product licences will also terminate.
- 9.15.3. Notification of the Charity's intention to cancel its subscription will be effective by sending written notice to that effect to the Registered Office of Giveall as recorded below.
- 9.15.4. Giveall may discontinue your use of the Giveall Services in terms of Clause 9.12 and terminate your subscription at any time on at least 2 months' written notice.
- 9.15.5. Giveall will cease accepting donations within seven (7) days of receipt of a notification issued under Clause 9.16.1, or if you otherwise cease to be a Giveall Subscriber.
- 9.15.6. Each party will have the right to terminate with immediate effect the Charity's Subscription status, including its use of Giveall's Services, by sending written notice to that effect to the Registered Office of the other party if the other party commits an act of material default under these Terms of Service.
- 9.15.7. Giveall reserves the right to suspend payments to the Charity if fraud is suspected.
- 9.15.8. An act of material default by a party shall be considered to have occurred if:
 - 9.15.8.1. that party is wound up or becomes insolvent; or
 - 9.15.8.2. that party commits any act or threatens to do any act the direct result of which is to damage or be likely to damage the reputation of the other party.

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- 9.15.8.3. in respect of the Charity, it loses its charitable status or any of the Regulatory Authorities restricts or terminates the operation of the Charity.
- 9.15.9. Giveall reserves the right to withdraw the Giveall website and the associated Giveall Services from public access at any time, at its complete discretion.
- 9.15.10. These Terms of Service will continue to apply to the period prior to the termination notice being received and (to the extent required by Giveall) in the seven (7) day period following termination, and Giveall will ensure that any valid donations and Gift Aid due to you up to the point of effective termination will be passed on to you in accordance with this agreement.

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9.16. Suspension of the Giveall Services

- 9.16.1. Subject to this Clause 9 and any applicable legal requirements, Giveall may, without liability to the Charity, suspend the operation of the Giveall Services in full or in part at any time, for example for repair or maintenance work or in order to update or upgrade the contents or functionality of the Giveall website. We will try to inform you in advance of a suspension, but this may not always be possible.

9.17. Amendments

- 9.17.1. Giveall reserves the right to amend these Terms of Service and any changes will be posted on the Giveall website. You will be deemed to have accepted any such amendment by your continued use of the website. If you do not wish to accept any amendments that we propose, you may terminate your registration immediately in accordance with Clause 9.12. It is the Charity's responsibility to keep itself apprised of website updates and changes to these Terms of Service.

Governing law

- 9.17.2. These Terms of Service and any non-contractual obligations arising in connection with them are governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.

Giveall2Charity

A Company Limited by Guarantee - Company No: 7075425

A registered UK Charity No: 1132982

Registered under the Data Protection Act No: Z2021067

Registered Office: Bank House, 81 St. Judes Road, Englefield Green, Egham, TW20 0DF