

# Giveall2Charity E-Payments Service Terms of Service for Charities

December 02, 2015

Ver.2.06

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 PSP Services Limited (**'Giveall2Charity'**, **'Giveall'**, **'us'** or **'we'**), operates the on-line donation service Giveall.com, Giveall2Charity.com, Giveall2Charity.org and giveall.org, other related systems and services.

The separate E-Payments Service, which is provided by an independent contracted Payment Services Provider ("PSP") - is outlined in these Terms of Service (the **'PSP Services'**).

## The PSP Services include the provision of:-

- merchant processing services.
- Direct Debit processing services.
- Faster Payment services.
- other payment services.

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

By continuing to use or access the PSP 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 Subscriber (as defined below).

These Terms of Service are divided into four (4) Sections for your convenience:

- Section 1 sets out the provisions relevant to your use of the PSP Services.
- Section 2 sets out the provisions relating to the payment of Fees for the PSP Services.
- Section 3 sets out the Payment Services provided by Giveall's Bankers and the PSP.
- Section 4 records the general provisions relating to the agreement.

## Section 1 – Use of the PSP Services

### 1. Use of the PSP Services

- 1.1. The PSP Services are currently only available for use by charities, churches, CASC's, 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.

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- 1.2.5. "Calendar Month" is the period of time between the 1<sup>st</sup> 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. "Merchant Charity Trust Account" means the separate Trust Account held with Barclays Bank PLC for the retention and processing of funds, until such time as they are cleared by Giveall.
  - 1.2.16. "PSP" means the independent payment services provider, which undertakes the processing of the merchant and related financial transactions for Giveall.
  - 1.2.17. "Registered" means the Charity appears on our database.
  - 1.2.18. "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.
  - 1.2.19. "Subscription Fees" means the fees payable in terms of Section 2.
  - 1.2.20. "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.

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## Section 2 – Fees payable for the use of the PSP Services

### 2. The following fees are payable:

Fees Payable for the use of the Payment Services Provider ("PSP")				
Item	Donors & Fundraisers	Small Charity <sup>(1)</sup>	Large Charity <sup>(2)</sup>	Charity registered for Giveall Payroll Giving (only) <sup>(3)</sup>
Bank Interchange Fees	N/A	As published – FTTT <sup>(6)</sup>	As published – FTTT <sup>(6)</sup>	N/A
Bank Charges - Faster Payment Fees <sup>(7)</sup>	N/A	£1.00 per Faster Payment	£1.00 per Faster Payment	£1.00 per Faster Payment
Direct Debit Bureau	N/A	TBA <sup>(8)</sup>	TBA <sup>(8)</sup>	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 - Payment Services provided by Giveall's Bankers and the PSP

### 3. Payment Services provided by Giveall's Bankers and the PSP

- 3.1. Barclays Bank PLC act as Giveall's bankers and our merchant processor. The 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.
- 3.2. Giveall has set up the Barclays Giveall Banking Services platform. These Services enable us to:
  - 3.2.1. open separate Charity Trust Accounts for any Charity, with Barclays Bank PLC;
  - 3.2.2. transfer funds between various Charity Trust Accounts using Barclays Giveall Banking Services without charge;
  - 3.2.3. benefit from reduced bank charges, which we pass on to every Charity; and,

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- 3.2.4. Any Charity to:
- 3.2.4.1. have secure online access to their designated Charity Trust Account;
  - 3.2.4.2. make free transfers to any other Charity Trust Account within the Barclays Giveall Banking System;
  - 3.2.4.3. make inquiries and print off statements as required;
  - 3.2.4.4. 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;
  - 3.2.4.5. reduce the need for any Charity to constantly monitor bank accounts and move cash balances around to get the most favourable interest rate;
  - 3.2.4.6. set up their own third party payments using the highly effective Faster Payments System; and,
  - 3.2.4.7. for more details on the Barclays Giveall Banking Services click [here](#).
- 3.3. Giveall has concluded a separate agreement with the PSP to provide merchant and payment processing services for Giveall and registered Charities.

## Section 4 - General Provisions Relating to the Contract

**Section 4 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.**

### 4. Our respective Obligations

#### 4.1. Giveall and the PSP will:

- 4.1.1. Provide the PSP 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.
- 4.1.2. Respect personal details provided by you, fundraisers and donors In Terms of the Data Protection Act 1998.
- 4.1.3. Provide the Charity with access to a secure, password-protected user account (the 'Charity Account') accessible through the Giveall website through which you can make transfers to other charities and Faster Payments to other beneficiaries or suppliers.
- 4.1.4. Provide such additional services from time to time.
- 4.1.5. Amend, or remove any such service at its sole discretion.

#### 4.2. Confidentiality of your information

- 4.2.1. 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:
  - 4.2.1.1. to our bankers in relation to any PSP Services, as limited to receipt and payment or transfer information;
  - 4.2.1.2. to our wholly owned subsidiary, Giveall Services Limited, and our Giveall Affiliates to enable the delivery of such PSP Services.
  - 4.2.1.3. where we are legally required to disclose or have a public duty to disclose;

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- 4.2.1.4. where the disclosure is made with your consent; or
- 4.2.1.5. where the information is already in the public domain other than as a result of us breaching our confidentiality commitments to you.

### 4.3. Your obligations as the Charity. You must:

- 4.3.1. Assume responsibility for keeping your own password secure, maintaining and updating your Account Details and the use of the Charity Account.
- 4.3.2. At all times, comply with all relevant data protection legislation and guidelines.
- 4.3.3. Reimburse Giveall for the credit or debit card transaction charges and any bank charges where Giveall incurs such costs in processing donations, event fees, and 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.
- 4.3.4. Consent to the refund of donations or event fees as provided in terms of legislation.
- 4.3.5. Accept the provision of electronic communications, invoices and service of Notice on the Charity.
- 4.3.6. Comply with Giveall's Branding Guidelines when any use of the Giveall brand, logo or donate buttons takes place.

### 4.4. Transaction Information

- 4.4.1. All transaction information will be provided via your Charity Account or your Charity Trust Account and in a secure manner through the Giveall Affiliate Partners – Formidable Media and Olap Office. For further details contained in our Help Guides click [here](#).
- 4.4.2. 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:
  - 4.4.2.1. Charity Account;
  - 4.4.2.2. Charity Trust Account; and,
  - 4.4.2.3. via Formidable Solutions.
- 4.4.3. 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](#).
- 4.4.4. If an error is identified by Giveall in information that it has provided, Giveall will seek to rectify it.

### 4.5. Incorrectly executed transactions

- 4.5.1. 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 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.
- 4.5.2. 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.
- 4.5.3. If you ask us, we will endeavour to trace a payment and will tell you the outcome.

### 4.6. Unauthorised transactions

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- 4.6.1. 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.
- 4.6.2. It is 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.
- 4.6.3. Subject to Clauses 4.5.1 and 4.5.2, we will be responsible for any unauthorised transactions that you tell us about in accordance with Clause 4.5.1.
- 4.6.4. 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.
- 4.6.5. 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:-
  - 4.6.5.1. fraudulently;
  - 4.6.5.2. carelessly
  - 4.6.5.3. with intent; or,
  - 4.6.5.4. with gross negligence.
- 4.6.6. Unless you have acted in a manner described in Clause 4.5.5, you will not be responsible for any losses in respect of an unauthorised transaction due to:
  - 4.6.6.1. abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or,
  - 4.6.6.2. our failure to comply with our obligations under EC or UK Law.

#### 4.7. Supply of Affiliate Services

- 4.7.1. 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.

#### 4.8. Links from this site to other sites

- 4.8.1. 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.

#### 4.9. Redress

- 4.9.1. If Giveall or the PSP does not follow the TCF Principle of Treating Customers Fairly, or if you think Giveall or the PSP has made a mistake, please contact Giveall by clicking [here](#).
- 4.9.2. 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](#).

#### 4.10. Communications

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- 4.10.1. 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.
- 4.10.2. If you wish to contact Giveall, please click [here](#) or write to our registered address recorded at the end of these Terms of Service.
- 4.10.3. A complete copy of these Terms of Service can be downloaded by clicking [here](#).

### 4.11. Disclaimer and limitation of liability

- 4.11.1. 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).
- 4.11.2. Subject to Clause 4.9., 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.

### 4.12. Failure to comply with these Terms of Service

- 4.12.1. If you break these Terms of Service we reserve the right, at our sole discretion, with or without notice to:-
  - 4.12.1.1. delete any content;
  - 4.12.1.2. terminate your use of the PSP Services ;
  - 4.12.1.3. terminate any Giveall Affiliate Services;
  - 4.12.1.4. revoke any Affiliate product licences; and,
  - 4.12.1.5. prohibit you from using all or part of the Giveall Service.

### 4.13. Termination

- 4.13.1. The Charity may discontinue and terminate its use of the PSP Services at any time. No partial refund of Fees for any PSP Services will be provided in respect of notice given during the month of termination.
- 4.13.2. On termination of your use of the PSP Services, all rights to or use of any Giveall Affiliate Services or any Affiliate product licences will also terminate.
- 4.13.3. Notification of the Charity's intention to cancel its use of the PSP Services will be effective by sending written notice to that effect to the Registered Office of Giveall as recorded below.
- 4.13.4. Giveall may discontinue your use of the PSP Services in terms of Clause 4.12 and terminate your use of the PSP Services at any time on at least 2 months' written notice.
- 4.13.5. Giveall will cease accepting donations within seven (7) days of receipt of a notification issued under Clause 4.10.1, or if you otherwise cease to be a User of the PSP Services.
- 4.13.6. Each party will have the right to terminate with immediate effect the Charity's use of the PSP Services, 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.
- 4.13.7. Giveall reserves the right to suspend payments to the Charity if fraud is suspected.
- 4.13.8. An act of material default by a party shall be considered to have occurred if:
  - 4.13.8.1. that party is wound up or becomes insolvent; or

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- 4.13.8.2. 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.
- 4.13.8.3. in respect of the Charity, it loses its charitable status or any of the Regulatory Authorities restricts or terminates the operation of the Charity.
- 4.13.9. Giveall reserves the right to withdraw the Giveall website and the associated PSP Services from public access at any time, at its complete discretion to enable essential maintenance or upgrade work to be carried out in terms of Clause 4.14.
- 4.13.10. 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.

#### **4.14. Suspension of the PSP Services**

- 4.14.1. Subject to this Clause 4 and any applicable legal requirements, Giveall may, without liability to the Charity, suspend the operation of the PSP 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.

#### **4.15. Amendments**

- 4.15.1. Giveall and the PSP 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 4.10. It is the Charity's responsibility to keep itself apprised of website updates and changes to these Terms of Service.

#### **4.16. Governing law**

- 4.16.1. 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.

#### **Giveall Payment Services Limited**

A Company Limited by Guarantee - Company No: 07308648

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