

# Giveall2Charity E-fundraising Terms of Service for Charities

May 18, 2018  
Ver.3.1

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 to charitable Projects;
- 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, which are provided by an independent contracted Payment Services Provider ("PSP), 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 Project 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. All users who wish to use the platform must: -
  - 1.1.1. be a registered Charity and represented by someone over 18 years of age;
  - 1.1.2. be capable of entering into legally binding contract and,
  - 1.1.3. register with Giveall under the Anti-Money Laundering (“AML”) regulations to use the Services and the payment methods displayed on our website.
- 1.2. Giveall makes no representations and gives no warranties, express or implied that making the Services available in any particular jurisdiction outside the US or UK is permitted under any applicable non-US or non-UK laws or Regulations. Accordingly, if making the Services or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Services are not offered to you. You accept that if you are resident outside the US or UK, you must satisfy yourself that you are lawfully able to use the Services.
- 1.3. 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](#).
- 1.4. The following definitions apply:
  - 1.4.1. “Affiliate” means an independent third party legal entity, which provides products and services to Giveall Services Limited.
  - 1.4.2. “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.
  - 1.4.3. “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.
  - 1.4.4. “Branding Guidelines” means the Giveall branding guidelines as [published](#) by Giveall.
  - 1.4.5. “Calendar Month” is the period of time between the 1<sup>st</sup> and last days of any month.
  - 1.4.6. “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.
  - 1.4.7. “Charity” or “Charities” means any charity, church, CASC, school, educational institution and other Non-Profit Organisation (“NPO”).
  - 1.4.8. “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.
  - 1.4.9. “Data Protection” means the EU General Data Protection Regulation (GDPR), UK data protection law or any other data protection law wherever Giveall operates.
  - 1.4.10. “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.
  - 1.4.11. “Giveall Individual Donor Account” means the separate Individual Donor Account held by Giveall under the Project 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.

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- 1.4.12. "Giveall Payroll Giving Service" means the Payroll Giving Service provided by Giveall to employers and employees.
  - 1.4.13. "Giveall Reporting Service" means the high security service provided by the Giveall Affiliate Partners – Formidable Media, Olap Office and Targit.
  - 1.4.14. "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.
  - 1.4.15. "Gross Interest" means the interest payable to a Charity, which has confirmed that it is exempt from the withholding tax provisions of HMRC.
  - 1.4.16. "HMRC" means HM Revenue & Customs.
  - 1.4.17. "KYC" means the Know Your Client requirements which have to be followed by Giveall in terms of the [Money Laundering Regulations 2007](#).
  - 1.4.18. "Merchant Project Trust Account" means the separate Project 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.
  - 1.4.19. "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.
  - 1.4.20. "Offset Arrangement" means an arrangement whereby a cost and a benefit are offset in a manner, which, benefits two parties.
  - 1.4.21. "Project" means any charitable project situated anywhere in the world either run directly by Giveall or by a Charity.
  - 1.4.22. "Project Trust Account" means the separate Project Trust Account held by Giveall for each Project and Individual Donors under the Barclays Giveall Banking Services platform with Barclays Bank PLC.
  - 1.4.23. "PSP" means the independent payment services provider, which undertakes the processing of the merchant and related financial transactions for Giveall.
  - 1.4.24. "Registered" means the Charity appears on our database.
  - 1.4.25. "Settlement Bank" means a recognised bank which Giveall uses to settle (i.e. to pay into) the merchant or any other funds.
  - 1.4.26. "Settlement Fees" means the fees charged by a recognised bank for the processing and settlement of the merchant or any other funds.
  - 1.4.27. "Subject Access Request" means a request made by you to access the information we hold about you for review and/or to amend or update any inaccuracies in your personal information (this information is also available to you in your personal online user account).
  - 1.4.28. "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.
  - 1.4.29. "Subscription Fees" means the fees payable in terms of **Section 2**.
- 1.5. You acknowledge and agree that Giveall retains control over the donated funds. While we make every effort to ensure that the information on our website about Projects, their funding goals and the amounts which they have received to date is accurate, you acknowledge that there may sometimes be a delay in the updating of this information and furthermore that the funding goals for a Project may change.

On rare occasions, a Project may become ineligible for funding from Giveall after we have received a donation, but before we have transmitted the funds to your Project and that we will therefore not be able to process the donation in accordance with the donor or fundraisers original choice on using our website. If this happens we will

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make every reasonable effort to contact them to ask their preference for which Project to reallocate their funds to. If we are unable to obtain instructions from them as to how to process the donation within a reasonable period of time, we reserve the right to distribute the donation to other Projects in our absolute discretion.

- 1.6. 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:
  - 1.6.1. Giveall Subscribers are required to pay a Subscription Fee as set out in **Section 2**;
  - 1.6.2. Charities registered for Giveall Payroll Giving (only) are **NOT** required to pay a Subscription Fee.
- 1.7. Subscription by a Charity is not a prerequisite for any donor or employee making a donation to any Project. Giveall's principle of Treat Customers Fairly ("TCF") requires us to enable all donors and employees to make donations to any Project.
  - 1.7.1. Should a donation take place under these circumstances **through the Merchant Platform**, i.e. using a Credit or Debit Card, then:-
    - 1.7.1.1. The donor is advised that:-
      - 1.7.1.1.1. where the Charity is not a Giveall Subscriber, Giveall will advise the Charity that they are holding the funds on Trust for the selected Project; and,
      - 1.7.1.1.2. 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,
      - 1.7.1.1.3. 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 Project.
    - 1.7.1.2. Giveall will advise the Charity that:-
      - 1.7.1.2.1. a donation has been received by Giveall and that it is held in a Project Trust Account subject to the Charity concluding a Subscription with Giveall within the ninety (90) period from receipt of the donation; and,
      - 1.7.1.2.2. 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 Project.
  - 1.7.2. Should a donation take place under these circumstances **through Giveall Payroll Giving**:-
    - 1.7.2.1. Giveall will advise the Charity that:-
      - 1.7.2.1.1. a donation has been received by Giveall through the Giveall Payroll Giving Platform and that it has transferred Cleared Funds into the designated Project 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.;
      - 1.7.2.1.2. the funds will become available to the Project, 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)\*.

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\*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,

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

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

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

1.8. 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"):-

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

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

1.8.1.1.1. proof of registration of the legal entity;

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

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

1.8.1.1.4. proof of address.

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

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

1.8.1.2.2. proof of address; and,

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

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

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

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

1.8.2.3. 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](#).

1.9. 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.

1.10. By becoming a Giveall Subscriber you accept:

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

1.10.1.1. Subscription is for full Calendar Months only;

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

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- 1.10.1.2.1. Subscription commences on the first day of the Calendar Month which follows after the month in which the Charity registers; and,
    - 1.10.1.2.2. Subscription ceases at the end of the Calendar Month, which follows after the month in which notice is given by the Charity.
  - 1.10.2. you appoint Giveall as your agent for the purpose of collecting donations, event fees and Gift Aid through the Giveall Platform; and,
  - 1.10.3. you authorise Giveall to:-
    - 1.10.3.1. process Direct Debit instructions against your nominated bank account;
    - 1.10.3.2. reclaim Gift Aid on your behalf;
    - 1.10.3.3. make transfers to your Project Trust Account;
    - 1.10.3.4. 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;
    - 1.10.3.5. use your personal information to deliver essential services through our wholly owned subsidiary Giveall Services Limited and through our Giveall Affiliates.
- 1.11. By becoming a Charity registered for Giveall Payroll Giving (only):
  - 1.11.1. you accept that your registration shall continue indefinitely, subject to termination in accordance with Clause 9;
  - 1.11.2. you appoint Giveall as your agent for the purpose of collecting Payroll Giving through the Giveall Platform; and,
  - 1.11.3. you authorise Giveall to:-
    - 1.11.3.1. make transfers to your Project Trust Account;
    - 1.11.3.2. 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;
    - 1.11.3.3. use your personal information to deliver essential services through our wholly owned subsidiary Giveall Services Limited and through our Giveall Affiliates.
- 1.12. 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:
  - 1.12.1. to our bankers in relation to any PSP Services, as limited to receipt and payment or transfer information;
  - 1.12.2. to our wholly owned subsidiary, Giveall Services Limited, and our Giveall Affiliates to enable the delivery of such PSP Services; or
  - 1.12.3. where we are legally required to disclose or have a public duty to disclose; or
  - 1.12.4. where the disclosure is made with your consent; or
  - 1.12.5. where the information is already in the public domain other than as a result of us breaching our confidentiality commitments to you, and
  - 1.12.6. your personal information will never be given to others nor used in any way beyond this delivery of essential services without your consent.
- 1.13. As a registered user of Giveall, you are required to record your opt-in or opt-out provisions under the Data Protection Act and GDPR Regulations and any other Data Protection requirements in your region. These can be updated at any time via your account profile.

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- 1.14. You are entitled to make a Subject Access Request to see the information held about you and to amend or update any inaccuracies in your personal information (this information is also available to you in your personal online user account).

Please note that we are entitled to charge a reasonable fee when a request is manifestly unfounded, repetitive or excessive.

- 1.15. Charities will at the request of Giveall provide Giveall with the necessary paperwork to verify the charity and its Project 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 Project 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.
- 1.16. Giveall only distributes contributions and/or donations to a Project 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 <sup>(1)</sup>	Large Charity <sup>(2)</sup>	Charity registered for Giveall Payroll Giving (only) <sup>(3)</sup>
Registration	N/A	N/A	N/A	N/A
Subscription Fee <sup>(4)</sup>	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 <sup>(5)</sup>	N/A	FOC	FOC	N/A

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.

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- (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 Project Trust Account By Giveall

### 5. Terms of Service of The Merchant Project Trust Account By Giveall

- 5.1. Once the funds have been processed by the independent Payment Services Provider (“PSP”) all donations are Once the funds have been processed by the independent Payment Services Provider (“PSP”) all donations, subject to 1.5, are transferred into a designated Merchant Project Trust Account, for the benefit of the Project.
- 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 3.6 below, the funds shall remain in the interest bearing Merchant Project 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 designated Project Trust Account.
- 5.4. Interest earned on the Merchant Project Trust Account shall accrue to the benefit of each Project. This interest, after all unrecovered Chargeback costs have been paid and deducted from any interest earned, will be paid across to all Projects quarterly in arrears. The interest will be credited to each Project’s Giveall bank account.

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- 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 Project's designated Project Trust Account to the Project or any designated third parties, if any, are for the Project's account.
- 5.6. Giveall is always seeking ways to reduce the costs of processing charitable donations and thereby increase the return to the Projects. 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 Project Trust Account. The Offset Arrangement will operate on the basis that the Project 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 Project Trust Account and the Giveall Individual Donor Account; and
- 6.3. Once Payroll Giving has been processed, 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 Project; and,
- 6.4. Within the next two (2) working days, following receipt of the cleared funds from the Employer, Giveall will process the funds and allocate these directly into the designated Barclays Giveall Bank Accounts for the respective Projects and individual Donors.

## Section 7 - Transfer of amounts to Projects

### 7. Transfer of amounts due to the Project

#### 7.1. Payroll Giving

On a daily basis, once the cleared funds have been received from the employer, see Clause 5.4 above, Giveall will transfer Cleared Funds into the Project's designated Project Trust Account.

#### 7.2. Donations:

On a weekly basis, once the donated funds have been cleared, see Clause 4.3 above, Giveall will transfer Cleared Funds into the Project's designated Project Trust Account.

#### 7.3. Gift Aid – where appropriate:

Upon receipt from HMRC, Giveall will transfer cleared Gift Aid funds into the Project's designated Project 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 Project 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 Project.

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

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

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

- 8.1. Barclays Bank PLC act as Giveall's bankers and the independent 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.
- 8.2. Giveall has set up the Barclays Giveall Banking Services platform. These Services enable us to:
- 8.2.1. open separate Project Trust Accounts for any Charity, with Barclays Bank PLC;
  - 8.2.2. transfer funds between various Project 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 Project Trust Account;
    - 8.2.4.2. make free transfers to any other Project 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 Project 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](#).
  - 8.2.5. Giveall, has concluded a separate agreement with a PSP to provide merchant and payment processing services for Giveall. 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

- 9.1.1. Provide you with access to a secure, password-protected user account ("the User Account") accessible through the Giveall website. Details of the systems required for accessing the User Account, and the User Account's functionality, are available on the Giveall website.
- 9.1.2. Provide the Giveall Services so that fundraisers can create sponsorship/fundraising pages and donors can make online donations by credit or debit card specifically for the Project on the Giveall website, or otherwise through a Giveall controlled website.
- 9.1.3. As operator of the Giveall website Giveall does not take responsibility for any user-generated content or information displayed on the Giveall website. If Giveall has knowledge of any unlawful or offensive activity or information on the Giveall website, Giveall shall remove or disable access to this information.

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- 9.1.4. Through our Payment Services Provider (“PSP”) process online donations and Electronic Fund Transfers (“EFT’s”);
- 9.1.5. Notify the sender that any cheques or cash received will be returned, due to the costs of processing, to the sender. Giveall is an electronic platform and does not handle cash or cheques.
- 9.1.6. Where appropriate, offer all donors the option of utilising Gift Aid when making donations.
- 9.1.7. Donors are responsible at all times for accurately informing and updating Giveall as to their respective Tax status, if any, to claim Gift Aid. Giveall is not responsible for the use of inaccurate or out of date information provided by any donor.
- 9.1.8. Respect personal details provided by fundraisers and donors in Terms of the EU and UK Data Protection regulations.
- 9.1.9. Where a donor or fundraiser has chosen to allow us to pass on their personal data to charities, we will do so and the charities will be obliged to use that data strictly for the purposes and in the manner consented to by the donor or fundraiser.
- 9.1.10. Only share data as provided for in our Privacy Policy. In particular, where you have elected to add Gift Aid to your donation, we will pass on your details to charities to allow them to administer your fundraising and donating activities and to Giveall Services Ltd as part of the Giveall Services that we provide to all users.
- 9.1.11. Provide such additional services from time to time.
- 9.1.12. Amend, reduce or delete any such service in its sole discretion.

## 9.2. Confidentiality of your information and Subject Access Request

- 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 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
  - 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.
- 9.2.2. You are entitled to make a Subject Access Request to see the information held about you and to amend or update any inaccuracies in your personal information (this information is also available to you in your personal online user account).

Please note that we are entitled to charge a reasonable fee when a request is manifestly unfounded, repetitive or excessive.

## 9.3. Your Obligations as The Fundraiser and/or Donor:-

- 9.3.1. While you are free to use the Giveall branding and logo in your fundraising materials you undertake not to modify or alter the same and to comply with our [Branding Guidelines](#).
- 9.3.2. Building a personal fundraising page in aid of a Project in no way implies our or the Project’s endorsement of your fundraising activity.

Some Projects disapprove of, and do not wish to be involved in, dangerous sports or unusual challenges. If you are unsure we advise you check that your chosen activity is acceptable with the Project first. We

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reserve the right to cancel your personal fundraising page at the request of the Project or at our own discretion.

- 9.3.3. You must ensure that the content you have posted for display within the Giveall website, including any links to other websites and the content of such linked websites, 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 of, or duty owed to, a third party. In addition, You agree that the content posted by you will not:
- 9.3.3.1. contain surveys, raffles, lotteries, contests, pyramid schemes, advertisements or chain letters; and,
  - 9.3.3.2. contain software viruses or any other computer code, files or programs designed to affect the use of any computer software or hardware or telecommunications equipment.
- 9.3.4. You accept that you will not actively edit the Giveall website but we reserve the right to remove or edit any content posted.
- 9.3.5. If you notice any content that breaks these conduct rules, please notify us by clicking [here](#).
- 9.3.6. Other than on your own personal fundraising page, you must not remove or change anything on the GIVEALL website.
- 9.3.7. You must NOT:-
- 9.3.7.1. Impersonate someone else or pretend to be associated with something when you are not.
  - 9.3.7.2. Violate, plagiarise, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.
  - 9.3.7.3. Use the Giveall website to send junk emails or 'spam' to people who do not want to receive email from you.
- 9.3.8. You undertake to:
- 9.3.8.1. Obtain the appropriate permission if you use someone else's material or image.
  - 9.3.8.2. Maintain and update your User Account details and content loaded onto the Giveall website.
  - 9.3.8.3. Be responsible for your own internal password security control and for all use of the User Account.
  - 9.3.8.4. Keep your password secret.
- If any of your login details are lost, stolen, misused, used without authorisation, or you believe that they may have become known to another person, you must immediately follow the procedures outlined on the Login Page so that we can issue you with new login details.
- There may be times when our online services are temporarily unavailable. This most regularly occurs because of planned maintenance. We may also suspend your access to the online services if we suspect that your security or log-in details are being misused. We will try to inform you in advance of any such suspension arising either through a general notice on our website or in an e-mail or call to you (as is appropriate), but this may not always be practicable.
- 9.3.8.5. Accept the provision of electronic communications and service of Notice.
  - 9.3.8.6. Agree to submit materials, which are your own original work.
  - 9.3.8.7. Honour the legally binding contract, which arises between you and the relevant Project and/or Event Organiser on collection of an Event fee by Giveall.
  - 9.3.8.8. Notify your card provider if you become aware of fraudulent use of your card, or if it is lost or stolen.

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- 9.3.9. By the submission of any trade mark, intellectual property, text, pictures or any file, the Fundraiser hereby grants 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 terms of the Fundraiser membership 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 Giveall.

## 9.4. Unauthorised transactions

- 9.4.1. You should immediately check all email confirmations of your donations for correctness.
- 9.4.2. To help Giveall prevent fraud, you must tell your card issuer and Giveall immediately if you do not recognise any transaction shown on your card statement.
- 9.4.3. You will be responsible for unauthorised transactions where you (or anyone authorised by you) act fraudulently, with intent, or carelessly.
- 9.4.4. You may have rights against your card issuer to have funds repaid to you if incorrect or unauthorised use is made of your credit or debit card – please contact them for details.

## 9.5. Regular donations - Terms of Service Applicable only to Regular Donations:-

- 9.5.1. Only where you set up a regular donation to a Project will these Terms of Service, as contained in this Clause 9.5 apply to successive donations made through the Giveall website.
- 9.5.2. Where you do set up a regular donation you will be scheduling a series of donations to be made on the day of the month that you choose until further notice and you agree that these Terms of Service will apply to each of the donations in that series with the addition of the other provisions set out in this Clause 9.5.
- 9.5.3. By confirming that you wish to proceed with a regular donation you authorise us to request funds from your credit or debit card provider on the day of the month you set.
- 9.5.4. After setting up a regular donation, you may cancel the regular donation up until 15:00 hours on the business day before the next donation is due through your online account. This will cancel all future regular donations through your online account.
- 9.5.5. For further information on the use of your online account, please visit the Help section of the Giveall website.
- 9.5.6. There may be circumstances that require us to vary these Terms of Service and/or the General Terms of Service (so far as they refer to your regular payments), in which case we will contact you by e-mail if you have ongoing regular donations set up. The revised provisions will not come into effect in relation to regular payments that you have already set up until two months after we inform you of the variation. You will be deemed to have accepted a variation unless you tell us otherwise before it comes into effect. If you do not wish to accept a variation, you may cancel your regular donations in advance of the variation coming into effect.

## 9.6. Supply of Affiliate Services

- 9.6.1. 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.

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## 9.7. Links from this site to other sites

- 9.7.1. 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.

## 9.8. Sharing and Use of Content and Information

- 9.8.1. All information and materials (including designs, text, graphics and their selection and arrangement) on this website are the copyright of Giveall or our content providers.
- 9.8.2. No information or material on this website may be copied, reproduced or downloaded without our express written permission.
- 9.8.3. While you own all of the content and information you post on the Giveall website; In order for Giveall to use certain types of content and provide you with the Giveall Services, you agree to the following:
- 9.8.3.1. For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically grant Giveall a non-exclusive, royalty-free, worldwide licence (which we could transfer or sub-licence to our wholly owned subsidiary – Giveall Services Ltd and/or the Giveall Affiliates) to use any IP content that you post on or in connection with the Giveall website - ("IP Licence"); and,
- 9.8.3.2. The licence shall terminate automatically on expiry or termination of your membership, 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.
- 9.8.4. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

## 9.9. Service interruptions and failures

- 9.9.1. Occasionally, the Payment Services may be interrupted or caused to fail by abnormal and unforeseeable circumstances beyond our control, or where we need to act in a particular way to comply with the law. We will not be responsible to you for the consequences of such events where they were unavoidable despite all our efforts to the contrary.

## 9.10. Redress

- 9.10.1. 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](#).
- 9.10.2. 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](#).

## 9.11. Communications

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

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## 9.12. Disclaimer and limitation of liability

- 9.12.1. 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).
- 9.12.2. Subject to Clause 7.10., 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.

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

- 9.13.1. If you break these Terms of Service we reserve the right, at our sole discretion, with or without notice to:-
  - 9.13.1.1. delete any content; and,
  - 9.13.1.2. terminate your registration; and
  - 9.13.1.3. prohibit you from using all or part of the Giveall Service.

## 9.14. Termination

- 9.14.1. The Fundraiser/Donor may discontinue use of the Giveall Services and terminate their registration at any time by following the instructions contained on the User's Account.
- 9.14.2. Giveall may discontinue your use of the Giveall Services and terminate your registration in terms of Clause 9.13 or on at least 2 months' written notice.
- 9.14.3. Giveall reserves the right to withdraw the Giveall website and the associated Giveall 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 9.15.

## 9.15. Suspension of the Giveall Services

- 9.15.1. We will make every effort to ensure that the website and the Giveall Service are available continuously, but we reserve the right to change, suspend or discontinue all or any part at any time with or without notice. We cannot guarantee uninterrupted access to the website and we do not guarantee its operation or availability.

## 9.16. Amendments

- 9.16.1. 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 9.14. It is your responsibility to keep yourself apprised of website updates and changes to these Terms of Service.

## 9.17. Governing law

- 9.17.1. 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.

### 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