

CAF DONATE

Terms and Conditions

1 Definitions

The definitions set out in the Definition Schedule to these Terms and Conditions apply to all references to those terms throughout this Agreement.

2 Application of these Terms and Conditions

- 2.1 By clicking on the "I accept" button and/or by using the CAF Donate Service, the Customer accepts that the terms of this Agreement apply to its use of the CAF Donate Service.
- 2.2 This Agreement shall only be regarded as accepted by CAF when CAF receives a completed "Trustee Details Form" from the Customer and CAF completes the necessary checks on the Customer, its trustees, directors and Authorised Administrator(s).
- 2.3 In consideration of the Fees, and provided that the Customer complies with the terms of this Agreement, CAF shall provide the CAF Donate Service in accordance with this Agreement.
- 2.4 The Customer is recommended to print and retain a copy of this Agreement or save it to its computer for future reference.

3 Nature of CAF Donate

- 3.1 The CAF Donate Service is an enhanced online fundraising service that provides the Customer with a range of CAF Donate Fundraising Tools which can be made accessible on the Customer's websites, blogs, online marketing materials and/or literature and via mobile devices and social media services. To use the CAF Donate Service, the Customer must also subscribe to a CAF Charity Dashboard.
- 3.2 The Widget and the Donate Button which form part of the CAF Donate Service enable the Customer to take donations and, where applicable, Gift Aid, securely via CAF Account Payment, credit and debit card, PayPal and Direct Debit via the Customer's or the Customer's donors'/fundraisers' websites and blogs.
- 3.3 The Customer shall be able to submit via the online secure interface on its CAF Donate Account, donations made by donors by means of CAF Vouchers, CAF CharityCard, credit and debit card and Direct Debit which the Customer receives by phone or post.
- 3.4 On selecting the CAF Donate Service, the Customer appoints CAF as its collection and processing agent to process those donations made by donors or submitted by the Customer via the CAF Donate Service and, where applicable, to reclaim Gift Aid. Where the Customer requires CAF to reclaim Gift Aid on its behalf, the Customer must promptly complete and return to CAF, the HMRC ChV1 form to formally appoint CAF as its agent to reclaim Gift Aid on its behalf.

4 CAF's obligations

- 4.1 CAF shall:
 - 4.1.1 upon receipt of a completed HMRC's ChV1 form from the Customer (where the Customer requires CAF to reclaim Gift Aid on its behalf), arrange for such form to be processed by HMRC to formally appoint CAF as the Customer's agent for the purposes of reclaiming Gift Aid;
 - 4.1.2 make available to the Customer the CAF Donate Fundraising Tools, all of which can be used to re-direct the Customer's potential donors to the Customer's online donation page(s) and which can be embedded or shared on the Customer's website, blogs, social media services and online marketing materials and/or literature;
 - 4.1.3 hereby grant the Customer a revocable, non-exclusive, non-transferable and royalty free licence to:
 - (a) download and use the CAF Donate Fundraising Tools for fundraising purposes only;
 - (b) embed the CAF Donate Fundraising Tools into the Customer's website, blogs, social media services and online marketing materials and/or literature provided that the Customer does so in a way that is fair and legal, but the Customer must not establish a link in such a way as to suggest any form of association, approval or endorsement on CAF's part where none exists;
 - (c) customise the Widget, the online donation page(s) and the Donate Button to the Customer's brand logo, colours and fonts but the Customer shall not remove or replace or attempt to remove or replace CAF's logo in the process of customising the Widget and the online donation page(s) and the Donate Button;
 - (d) allow the Customer's donors/fundraisers to download and embed the Widget contained on the Customer's website, online donation page(s) and the Donate Button to their respective websites, blogs or social media services, provided that such donors/fundraisers are obliged to use the Widget in accordance with terms no less onerous than those set out in this Agreement; and
 - (e) allow donors/fundraisers to share the Customer's online donation page(s) via the Widget and/or the Donate Button on their respective websites, email and/or social media services, provided that such donors/fundraisers are obliged to use the Customer's online donation page(s) in accordance with terms no less onerous than those set out in this Agreement;

- 4.1.4 enable the Customer to create its online donation page(s) for its general fund and its specific fundraising campaigns which provide the ability for the Customer's donors to make online donations in pounds sterling via CAF Account Payment, credit and debit card, Direct Debit and PayPal;
 - 4.1.5 provide the ability for the Customer's donors to set up their Direct Debit donations to the Customer online;
 - 4.1.6 enable the Customer to submit to CAF the details of the credit and debit card and Direct Debit donations received by the Customer via the Customer's CAF Donate Account;
 - 4.1.7 enable the Customer to amend and cancel Direct Debit donation mandates via the Customer's CAF Donate Account;
 - 4.1.8 process all donations submitted via the CAF Donate Service;
 - 4.1.9 where the Customer requires CAF to reclaim Gift Aid on its behalf, subject to the Customer complying with its obligations in clause 5.1.2 below, CAF shall reclaim all applicable Gift Aid on donations made via the CAF Donate Service; and
 - 4.1.10 make available to the Customer its CAF Donate Service donation history for the previous 6 months (from the date the donation was distributed to the Customer) online via the Website where the Customer can view and download its remittance advice for the CAF Donate Service (including a breakdown for each fundraising campaign) and a summary report identifying the payment method used by its donors.
- 4.2 CAF does not guarantee that the CAF Donate Fundraising Tools shall be compatible with all or any hardware and software which the Customer or its donors/fundraisers' may use and that the Customer's online donation page(s) will display accurately on all internet browsers.

Gift Aid

- 4.3 Where the Customer requires CAF to reclaim Gift Aid on its behalf, subject to the Customer complying with clause 5.1.2 below, where a donor provides a valid Gift Aid declaration when making his/her donation via the CAF Donate Service, or to the Customer which then submits such donation via the CAF Donate Service, CAF will reclaim Gift Aid in respect of such donations and apply the amount received from HMRC in respect of that Gift Aid reclamation as if it were a donation directed to the Customer for the purposes of this Agreement. The Customer shall not in any circumstances reclaim Gift Aid on any amounts it receives via the CAF Donate Service.
 - 4.4 Where the Customer advises CAF that it wishes to reclaim Gift Aid on their own behalf, where a donor provides a valid Gift Aid declaration when making his/her donation via the CAF Donate Service (as identified in the Customer's reporting suite in its CAF Donate Account), or to the Customer which then submits such donation via the CAF Donate Service, the Customer will reclaim Gift Aid itself.
 - 4.5 In respect of regular donations, including Direct Debits, the Customer shall promptly update any Gift Aid declaration via its CAF Donate Account on its receipt of any revised details from the relevant donor.
 - 4.6 Where CAF holds the donors' Gift Aid declarations, CAF will store the donors' Gift Aid declarations securely and will make them available to HMRC as required.
 - 4.7 Where the Customer holds the donors' Gift Aid declarations, the Customer will store them securely and will make them available to CAF and to HMRC as required.
- ## Transfer of funds
- 4.8 Subject to the Customer complying with its obligations set out in clauses 5.1.3 and 5.1.4 below and following the deduction of Fees as set out in clause 7, CAF will transfer funds received by CAF on the Customer's behalf into the nominated bank account specified by the Customer from time to time or otherwise notified to CAF in writing from time to time signed by the Authorised Administrator(s). Such payment will be made as soon as is reasonably practicable for CAF following CAF's receipt, acting in good faith and in a reasonable manner and having regard to any payment obligations and timescales imposed upon CAF by any third party providers CAF uses in order to provide the CAF Donate Service. Where the Customer has appointed CAF to reclaim Gift Aid on its behalf, the original donation plus the reclaimed Gift Aid (if any) may be transferred to the Customer as a lump sum or as separate transactions.
 - 4.9 In the case of a chargeback or refund request by a donor, CAF will arrange such chargeback or refund as soon as is reasonably practicable for CAF following CAF's receipt of such donor's instructions, acting in good faith and in a reasonable manner and having regard to any payment obligations and timescales imposed upon CAF by any third party providers CAF uses in order to provide the CAF Donate Service. Where the donor contacts the Customer directly regarding a chargeback or refund, the Customer is required to provide sufficient details of the donation to CAF to enable CAF to identify the relevant donors and donation. The Customer is responsible for all such chargeback or refunds (including applicable Gift Aid) together with any and all bank, credit card and/or debit card charges and/or reclaims under the Direct Debit Guarantee and the Customer agrees that CAF may deduct all such amounts from subsequent payments to be made by CAF to the Customer pursuant to this Agreement. Where no further payments are due to the Customer within 3 weeks of the refund or chargeback being made, CAF reserves the right to invoice the Customer for the amount of the refund or chargeback and any associated third party charges and the Customer agrees to settle such invoice within 30 days of the date of the invoice.
 - 4.10 CAF's provision of the CAF Donate Service is dependent in part on CAF's access to and ability to use the UK-based system relating to the automated clearing and settling of payments commonly known and referred to in this context as the "Bacs System". CAF is required to accept and comply with such standard terms, conditions or rules as Bacs may impose on its users from time to time (the "Bacs terms") in return for that access and ability to use the Bacs System (the "Bacs user right") which may cease to be permitted, withdrawn, suspended or terminated in accordance with the Bacs terms. CAF will have no obligation or liability to the Customer in the event the Bacs user right is not exercisable at any time unless both of the following apply:
 - 4.10.1 the reason for the Bacs user right not being exercisable is directly attributable to an act or omission for which CAF is responsible under the Bacs terms; and

4.10.2 that act or omission is one which, in the circumstances, can also properly be regarded as a breach by CAF of the duty and standard of care required of CAF under this Agreement in relation to the provision of the CAF Donate Service.

5 Customer's obligations

5.1 The Customer shall:

- 5.1.1 hereby appoint CAF as its agent for the purposes of collecting and processing the donations received via the CAF Donate Service;
- 5.1.2 where the Customer requires CAF to reclaim Gift Aid on its behalf, the Customer shall promptly complete and return to CAF, the HMRC's ChV1 form to authorise CAF to reclaim Gift Aid on the Customer's behalf where applicable;
- 5.1.3 promptly provide to CAF details of, and evidential documentation relating to, the Customer's nominated bank account to which the Customer would like CAF to make payments into pursuant to clause 4.8. Unless notified otherwise, CAF shall transfer such funds to the Customer's nominated account as notified to CAF under the terms of the CAF Charity Dashboard terms and conditions;
- 5.1.4 where CAF holds details of more than one Customer bank account, notify CAF in accordance with clause 16.3 of its nominated Customer bank account to which donations received via the CAF Donate Service shall be transferred to pursuant to clause 4.8;
- 5.1.5 create its online donation page(s) by uploading to the Website the information and files as may be required by CAF from time to time including (but not limited to) providing the donors with a web-link to the Customer's privacy policy;
- 5.1.6 be responsible for the content on the Customer's website and online donation page(s) and regularly review to ensure that the information remains accurate and up-to-date;
- 5.1.7 comply with the Bacs terms as specified in clause 4.10;
- 5.1.8 promptly update its Gift Aid declaration wording and Direct Debit instruction forms used in connection with the CAF Donate Service as notified by CAF from time to time;
- 5.1.9 promptly provide to CAF via the Customer's CAF Donate Account such In-put Materials and any other information as CAF may reasonably require to process the donations and provide the CAF Donate Service and ensure that it is accurate in all material respects and not misleading;
- 5.1.10 use the secure online donation processing facility on the Customer's CAF Donate Account to submit donations made by CAF Voucher, CAF CharityCard, credit and debit card and Direct Debit which the Customer receives by post or phone. The Customer shall promptly submit such donations on the online donation processing facility available on its CAF Donate Account and except as provided by Payment Card Industry Data Security Standards in respect of credit and debit card donations, retain and store securely any written donation instructions for 18 months from the date of submission to CAF;

5.1.11 use the secure online donation processing facility on its CAF Donate Account to set up Direct Debit donations and amend and cancel Direct Debit donations which have been set up via the CAF Donate Service;

5.1.12 use the secure online CAF Voucher processing facility on its CAF Donate Account to process CAF Voucher and CAF CharityCard donations it receives. The Customer shall promptly process such CAF Voucher and CAF CharityCard donations and shall (i) retain and store securely any written CAF CharityCard donation instructions for 18 months from the date of submission and (ii) retain and store all CAF Vouchers securely for a period of at least 7 years commencing on the date of submission via its CAF Donate Account. The Customer can store the CAF Vouchers either by (a) retaining the original, or (b) by retaining scanned copies of both sides of each CAF Voucher and by retaining the original for a period of at least 18 months commencing on the date of submission and following the 18 month period, the Customer must destroy the original CAF Vouchers by shredding securely. The Customer shall make the CAF Vouchers (including the originals for the first 18 months period) available to CAF within 14 days of a request by CAF; and

5.1.13 be responsible for regularly accessing and downloading the Customer's remittance advices and summary reports from its CAF Donate Account prior to removal by CAF of such remittance advices and summary reports after 6 months from the date the funds were distributed by CAF to the Customer.

5.2 It is recommended that the Customer shall put in place suitable terms and conditions to govern the relationship between it and its donors/fundraisers in respect of their use of the CAF Donate Fundraising Tools, such terms and conditions should specifically set out:

5.2.1 the need for donors/fundraisers to take all reasonable precautions to protect their computers and websites from virus infection;

5.2.2 that donors/fundraisers should only embed the Widget and the Donate Button on trusted websites, to minimise exposure to clickjacking, phishing and such other cyber attacks; and

5.2.3 that the Widget and the Donate Button use a cookie and that by using the Widget and the Donate Button, donors/fundraisers are agreeing to the use of the cookie on their computers ("Cookies" are small text files that are placed on computers by websites visited. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site).

5.3 The Customer shall not reproduce, duplicate, copy or re-sell the CAF Donate Fundraising Tools except as permitted by this Agreement.

5.4 The Customer shall at all times during the term of this Agreement:

5.4.1 co-operate with CAF in all matters relating to the CAF Donate Service;

5.4.2 not use the online donation processing facility on the CAF Donate Account to process other payments made to the Customer not being donations. For the

avoidance of doubt, the CAF Donate Service should not be used for payment for goods, services, charges, school fees, membership fees (other than membership fees which are eligible for Gift Aid), discharge of debts or as part or full payment under any deed or contract;

- 5.4.3 obtain and maintain at all times all necessary licences and consents and comply with all relevant legislation and guidance including but not limited to the Charities Act 2011 (as amended from time to time), those relating to Data Protection Legislation and the Payment Card Industry Data Security Standards in relation to the CAF Donate Service and the use of In-put Materials;
- 5.4.4 use the CAF Donate Service (including the creation and use of any content, other media or advertisements) lawfully, in accordance with this Agreement and not in a way that may bring CAF or any third party into disrepute;
- 5.4.5 notify CAF immediately if the Customer ceases to be (i) registered with the Charity Commission for England and Wales, the Charity Commission for Northern Ireland or the Office of the Scottish Charity Regulator or (ii) recognised by HMRC to have charitable status in the UK;
- 5.4.6 promptly provide to CAF such information as CAF may from time to time reasonably request in order to verify, to CAF's satisfaction, the Customer's compliance with this Agreement and/or to satisfy any requests CAF receives from a donor, Supervisory Authority and/or other third party service provider which CAF retains as part of providing the CAF Donate Service to the Customer;
- 5.4.7 notify CAF and provide CAF with the details of any complaint, enquiry, query, fine, penalty, charge, claim or suspected misuse or fraud of which the Customer receives notification including from any Supervisory Authority, donor or any other third party in respect of its use of the CAF Donate Service as soon as reasonably practicable; and
- 5.4.8 promptly comply with any instructions from CAF to remove or edit any In-put Materials or any content of any online marketing materials and/or literature (including websites) which are linked to or incorporate the CAF Donate Service and/or make reference to CAF. CAF does not actively monitor or edit the Customer's online marketing materials and/or literature but reserves the right to direct the Customer to remove or edit any such items relating to the use by the Customer and third parties of the CAF Donate Service at its sole discretion and without notice regardless of whether or not it is in the opinion of any third party misleading, deceptive or offensive.

6 Access to your CAF Donate Service

Website and internet security

- 6.1 The Customer acknowledges that the CAF Donate Service is designed to enable the Customer to access information and give CAF electronic instructions in relation to donations directed to the Customer.
- 6.2 The Customer shall ensure that each of the Authorised Administrator(s) comply with the Customer's obligations pursuant to this Agreement.

- 6.3 The Customer will solely be responsible for the use of the CAF Donate Fundraising Tools embedded on the Customer's or the Customer's donors'/fundraisers' websites, or any social media service that the Customer's or the Customer's donors'/fundraisers' use. For example, the Customer will be solely responsible for:
 - 6.3.1 displaying the CAF Donate Fundraising Tools on the Customer's or the Customer's donors'/fundraisers' websites and/or social media services in compliance with this Agreement;
 - 6.3.2 using the CAF Donate Fundraising Tools on the Customer's or the Customer's donors'/fundraisers' websites or social media services in such a way so as not to infringe or violate the rights of any other entity or person;
 - 6.3.3 disclosing the Customer's website or social media pages adequately and appropriately in relation to its donors'/fundraisers' use of the Widget and the Donate Button; and
 - 6.3.4 putting in place procedures to enable its donors'/fundraisers to report to the Customer any suspicions regarding whether the Customer's website or social media pages (or the Widget or Donate Button embedded on these) has been the subject of any form of cyber attack.
- 6.4 CAF uses encryption technology and adopts security and anti-virus practices routinely used and adopted as a matter of good practice by financial services business in the United Kingdom. The Customer agrees and acknowledges that the internet and all internet communications are susceptible to attack by hackers and computer viruses and CAF shall not be held responsible for any losses fairly attributable to the Customer's failure to take its own reasonable precautions to prevent interception or interference with any such communications.
- 6.5 The Customer is responsible for ensuring that the device it uses to access the Website and the CAF Donate Service:
 - 6.5.1 is kept fully operational and secure;
 - 6.5.2 is up-to-date with the latest anti-virus, anti-spyware, firewall and security patches;
 - 6.5.3 contains software that is kept virus free; and
 - 6.5.4 is backed up at regular and frequent intervals so that the Customer's important data is protected.

Changing Authorised Administrators and Customer's details

- 6.6 The Authorised Administrator(s) will be the Customer's authorised user of the CAF Donate Service. The Customer and the Authorised Administrator(s) are responsible for advising CAF promptly of changes of the Authorised Administrator(s) as an authorised user of the CAF Donate Service in accordance with clause 16.3. Until such notification has been received, CAF shall in no respects be held liable for any use or misuse of information sent or received via the CAF Donate Service by an individual who has previously been authorised by the Customer as an Authorised Administrator to use the CAF Donate Service.

The Customer's responsibilities

- 6.7 CAF will, without further enquiry, allow access to the CAF Donate Service and process every instruction that is authenticated by use of the security procedures CAF requires

the Customer and the Authorised Administrator(s) to follow. The Customer is responsible for the genuineness and accuracy of all instructions and information given to CAF by means of those security procedures, from login to logoff. The Customer and the Authorised Administrator(s) shall check all instructions and information carefully before they are sent.

6.8 The Customer shall and shall procure that the Authorised Administrator(s) shall keep his/her/their security details secret and secure and take all reasonable precautions to prevent fraudulent use of those details. In particular, the Customer shall and shall procure that the Authorised Administrator(s) shall at all times:

- 6.8.1 keep secret and secure the details of every username and password CAF supplies them with and do not disclose any of those details to another person;
- 6.8.2 ensure that a third party does not overlook the Authorised Administrator when logging into the CAF Donate Service;
- 6.8.3 ensure that no Authorised Administrator is able to login using more than one set of login details for the CAF Donate Service;
- 6.8.4 ensure that no terminal is left unattended after login;
- 6.8.5 without delay notify CAF if any of the security details have been disclosed to a third party; and
- 6.8.6 without delay advise CAF of any required change of the Authorised Administrator.

6.9 If the Customer or the Authorised Administrator(s) suspects an unauthorized third party has knowledge of the security details for the CAF Donate Service or become aware of any unauthorised access or unauthorised transactions, the Customer must contact CAF without delay on 03000 123 000. Such lines are open between 8.30am and 5.30pm on each working day (excluding weekends and bank holidays).

Availability of CAF Donate Service

6.10 CAF may, where it considers it appropriate for the Customer's or CAF's protection, suspend, withdraw or restrict the use of the CAF Donate Service. CAF will notify the Customer as soon as practicable if CAF takes such action.

6.11 Whilst CAF will make reasonable efforts to ensure that the CAF Donate Service will be available online continuously, CAF will not be liable for any failure to provide the CAF Donate Service or any part of it from any cause that is beyond CAF's reasonable control including, in particular, any suspension of the CAF Donate Service resulting from maintenance of or upgrades to CAF's systems or those of any other third party used to provide the CAF Donate Service, failure of any such other party's system or force majeure event as noted in clause 18.

7 Fees and Recovery of Costs

7.1 In consideration of the provision of the CAF Donate Service by CAF, the Customer shall pay the following Fees and charges on the following basis:

- 7.1.1 the applicable Fees shall be due and payable at the time CAF undertakes the transaction or activity in question in respect of that element of the CAF Donate Service;
- 7.1.2 any fees, charges or costs (on a pass through basis) incurred by CAF for processing a request outside of the normal scope of the CAF Donate Service, for

reimbursing a donor, or otherwise arising directly or indirectly from the act or omission of a person making a donation via the CAF Donate Service or of the Customer, shall be due and payable at the time they are incurred by CAF; and

7.1.3 the applicable fees and charges described in clause 4.9 shall be due and payable at the time CAF undertakes the transaction or activity in question in respect of the CAF Donate Service;

in each case, together with any VAT attributable to, or attracted by, the Fee or any such other fee, cost or charge.

7.2 To the extent possible, CAF will set-off all Fees, any other fees, costs and charges (and any applicable VAT) against donations received via the CAF Donate Service.

7.3 To the extent that there are insufficient donations to set-off the amount owed by the Customer to CAF in accordance with clause 7.2 above, CAF shall be entitled to invoice the Customer for the outstanding amount of the Fees, any other fees, costs and charges (together with any applicable VAT). Such invoice shall be payable, in full and in cleared funds, within 30 days of the date of the invoice.

7.4 Without prejudice to any other right or remedy that CAF may have, if the Customer fails to pay the Fees, any other fees, costs or charges to CAF on the due date, CAF may:

7.4.1 charge interest on such sum from the due date for payment at the annual rate of 3% above the prevailing sterling base rate of the Bank of England from time to time accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment, and the Customer shall pay the interest immediately on demand; and

7.4.2 suspend all or part of the CAF Donate Service until payment has been made in full.

7.5 All sums payable to CAF under this Agreement shall become due and payable immediately on its termination, despite any other provision. This clause 7.5 is without prejudice to any right to claim for interest under law or any such right under this Agreement.

7.6 CAF may, without prejudice to any other rights it may have, set-off any liability of the Customer to CAF against any liability of CAF to the Customer. For the avoidance of doubt, save as set out in clause 7.2, liabilities of CAF to the Customer for the purposes of this clause 7.6 shall not include monies received by CAF on the Customer's behalf from donors via the CAF Donate Service.

8 Intellectual Property

8.1 As between the Customer and CAF, all of CAF's Intellectual Property Rights and all other rights in the CAF Donate Service, including but not limited to CAF's logo(s), the "CAF" and "CAF Donate" brands, associated trademark(s), the CAF Donate Fundraising Tools and the content on the Website, in each case from time to time, shall be owned by CAF. CAF licenses all such rights to the Customer free of charge and on a non-exclusive, non-transferable, revocable, royalty-free basis to such extent as is necessary to enable the Customer to make reasonable use of the CAF Donate Service. If this Agreement is terminated, this licence will automatically terminate on the date of termination of this Agreement. Wherever a trademark of CAF's is used or referred to in any materials and/or literature

which the Customer creates or uses, including but not limited to 'CAF', 'Charities Aid Foundation' and 'CAF Donate', the Customer must ensure that it is clear that it is a registered trademark owned by the CAF group.

- 8.2 As between CAF and the Customer, all of the Customer's Intellectual Property Rights, including its logo and In-put Materials which the Customer provides to CAF from time to time for use in connection with the provision of the CAF Donate Service, shall be owned by the Customer. The Customer licenses all such rights to CAF free of charge and on a non-exclusive, transferable, revocable, royalty-free basis to such extent as is reasonably necessary to enable CAF to provide the CAF Donate Service and to promote charitable giving to charities through other CAF products and services from time to time. If this Agreement is terminated, this licence will automatically terminate on the date of termination of this Agreement.

9 Confidentiality

- 9.1 Subject to clause 9.3 below, CAF and the Customer shall each keep confidential and shall not disclose to any person any Confidential Information, except insofar as the Confidential Information is required to be disclosed by law or by regulation (whether or not having the force of law) or by any Supervisory Authority.
- 9.2 CAF and the Customer each undertake to use the Confidential Information of the other solely in connection with the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.
- 9.3 Notwithstanding clause 9.1, CAF shall not be restricted from disclosing Confidential Information to its subsidiaries, agents, sub-contractors and employees for the purposes necessary or incidental to this Agreement or to the operation, security or integrity of the CAF Donate Service.
- 9.4 Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause 9 shall continue to apply without limit in time.

10 Data protection and Payment Card Industry Compliance

- 10.1 The parties acknowledge that the information provided by the donors to CAF via the CAF Donate Service is provided by the donors to CAF as Data Processor in respect of that information, and that where CAF holds donors' Personal Data, CAF does so as agent for the Customer and, therefore, the Customer remains the Data Controller.
- 10.2 Each of CAF and the Customer shall, at all times, comply with its obligations and procure that its employees, agents and sub-contractors comply with their respective obligations under all applicable Data Protection Legislation in relation to all Personal Data that is processed by it in the course of performing its obligations under this Agreement, including by maintaining any valid and up-to-date registration or notification required under the Data Protection Legislation.

- 10.3 The Customer warrants, as Data Controller, that it is entitled to require CAF, as Data Processor, to process such data as contemplated by the terms of this Agreement and further warrants that the Customer shall in all respects comply at all times with its obligations under the Data Protection Legislation and shall indemnify CAF against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by CAF which arise directly or indirectly out of or in connection with CAF data processing activities under this Agreement.
- 10.4 Each of CAF and the Customer shall only process Personal Data for the purpose of lawfully providing, or receiving, the CAF Donate Service or as otherwise expressly authorised by the other and the relevant donor to which the Personal Data relates and, in particular but without limitation, unless in any particular case a donor has explicitly requested anonymity, CAF shall be entitled to pass on to the Customer (to whom the donor has directed a charitable gift) pursuant to CAF's provision of the CAF Donate Service, the Personal Data of such donor for the purpose of enabling the Customer to establish direct contact with the donor.
- 10.5 Each of CAF and the Customer shall ensure that neither it nor any of its employees, agents or sub-contractors shall publish, disclose or divulge any Personal Data to any third party without the written consent of the other and the consent of the donor to which the Personal Data relates, unless as part of the provision of the CAF Donate Service or when legally obliged to do so.
- 10.6 To the extent that any Personal Data is required to be disclosed by either CAF or the Customer to any Supervisory Authority or pursuant to any legal requirement, such disclosure shall be permitted provided that such disclosure is made subject to obligations of confidentiality no less onerous than those imposed by the Data Protection Legislation and the terms of this Agreement.
- 10.7 Each of CAF and the Customer confirms to and agrees with the other that it shall not process Personal Data outside the European Economic Area or a country not deemed to provide an adequate level of protection for Personal Data by a Supervisory Authority other than:
- 10.7.1 as permitted under Data Protection Legislation;
 - 10.7.2 in accordance with any guidance issued by a Supervisory Authority; and
 - 10.7.3 pursuant to an agreement which requires a level of protection no less onerous than that imposed by the obligations under Data Protection Legislation and the terms of this Agreement.
- 10.8 Each of CAF and the Customer shall promptly notify the other if:
- 10.8.1 it becomes aware of a breach of the terms of this Agreement in so far as it relates to Personal Data; or
 - 10.8.2 it becomes aware of the loss, damage or destruction of any relevant Personal Data,
- and shall take whatever action is necessary to minimise the impact of such event and prevent such events recurring. In such event, CAF and the Customer will co-operate with each other in a reasonable manner acting in the interests of the data subject.

10.9 CAF agrees and warrants that:

- 10.9.1 CAF will use and hold such Personal Data only for the purposes of administering the CAF Donate Service or as lawfully and reasonably directed by the Customer and/or the donor and shall not modify, amend or alter the contents of such Personal Data or disclose or permit the disclosure of such Personal Data either within CAF or to any third party, except as necessary to perform the CAF Donate Service and then only to those third parties with whom CAF have entered into a contract containing similar data protection obligations on that third party, or as otherwise required by law; and
 - 10.9.2 CAF shall comply in all respects with the Data Protection Legislation in its capacity as a Data Processor and shall not knowingly do or permit anything to be done which might cause the Customer to breach the terms of the Data Protection Legislation; and
 - 10.9.3 CAF shall provide the Customer with such information regarding the compliance with this clause 10 as it may from time to time at its own discretion reasonably require to enable the Customer to comply with its obligations in relation to such Personal Data under the Data Protection Legislation; and
 - 10.9.4 all Personal Data supplied to CAF by the Customer pursuant to this Agreement shall at all times remain the Customer's property.
- 10.10 During such times as CAF, or its third party service provider, obtains, holds or processes credit or debit card data, CAF shall ensure that CAF or its third party service provider, complies with the Payment Card Industry Data Security standards in issue from time to time by the Payment Card Industry Data Security Standards Council to the satisfaction of the relevant acquiring bank; and during such times as the Customer obtains, holds or processes debit or credit card data, the Customer shall ensure that it complies with the Payment Card Industry Data Security standards in issue from time to time by the Payment Card Industry Data Security Standards Council to the satisfaction of the relevant acquiring bank.

11 Warranties and representations

- 11.1 The Customer represents, warrants and undertakes to CAF that:
- 11.1.1 it has full capacity and authority to enter into and perform this Agreement;
 - 11.1.2 it has been given the opportunity to view the relevant information about the CAF Donate Service on the Website and has satisfied itself that the CAF Donate Service is appropriate to its needs;
 - 11.1.3 it will undertake its obligations and duties under this Agreement with all reasonable skill and care within any timescales specified;
 - 11.1.4 the performance by CAF of the CAF Donate Service will not cause CAF to infringe any third party rights (including, but not limited to, third party Intellectual Property Rights) or any third party item supplied directly or indirectly by the Customer; and
 - 11.1.5 it has and will maintain in force all necessary memberships, licences, registrations, approvals, processes, consents or qualifications required by any applicable law, order, regulation or guidance necessary to perform its obligations under this Agreement.

11.2 CAF represents, warrants and undertakes to the Customer that:

- 11.2.1 it has full capacity and authority to enter into and perform its obligations under this Agreement;
- 11.2.2 it will use its reasonable endeavours to ensure that the CAF Donate Service is performed by persons possessing suitable skills and experience; and
- 11.2.3 it has and will maintain in force all necessary memberships, licences, registrations, approvals, processes, consents or qualifications required by any applicable law, order, regulation or guidance necessary to perform its obligations under this Agreement.

12 Audits

- 12.1 The Customer shall allow CAF and any Supervisory Authority of, auditors of or other advisers to CAF to access any of the Customer's premises, personnel and relevant records as may be reasonably required in order to:
- 12.1.1 fulfil any legally enforceable request by any Supervisory Authority; or
 - 12.1.2 undertake verification that the obligations of the Customer are being performed in accordance with this Agreement.
- 12.2 In the case of clauses 12.1.1 and 12.1.2 above, such access shall be subject to such supervision as the Customer may reasonably require, and shall only be provided during normal working hours and following reasonable notice from CAF.
- 12.3 CAF shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Customer and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.
- 12.4 Subject to CAF's obligations of confidentiality, the Customer shall provide CAF (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 12.5 CAF shall provide at least 30 days' notice of its intention to conduct an audit unless:
- 12.5.1 such audit is conducted in respect of a suspected fraud, in which event no notice shall be required; or
 - 12.5.2 such audit is conducted by or at the request of a Supervisory Authority, in which event such notice, if any, as it is reasonably practicable for CAF to give shall be given to the Customer.
- 12.6 The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 12, unless the audit identifies a material breach by the Customer, in which case the Customer shall reimburse CAF for all its reasonable costs incurred in the course of the audit.
- 12.7 If an audit identifies that:
- 12.7.1 the Customer fails to comply with any of its obligations under this Agreement then, without prejudice to the other rights and remedies of CAF, the Customer shall take the necessary steps to comply with its obligations at no additional cost to CAF; and
 - 12.7.2 the amounts received by the Customer via the CAF Donate Service are used for purposes other than the

Charitable Purpose for which they were solicited for, then the Customer shall fully indemnify CAF for such amount(s) and pay to CAF an amount equal to the sums incorrectly used within 30 days from the date of receipt of a notice to do so. On receipt by CAF of such funds, CAF will, at its absolute discretion, either seek to reimburse the donor and/or will transfer such funds to CAF's General Fund to be used in support of CAF's mission.

13 Limitation of Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 13.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded by CAF from this Agreement.
- 13.2 Nothing in this Agreement limits or excludes CAF's liability for death or personal injury resulting from CAF's negligence; any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by CAF or for any other matter for which the limitation or exclusion of liability is prohibited by law.
- 13.3 Other than provided in clause 13.2 above, CAF's performance of its obligations under this Agreement is prevented or delayed by any act or omission by the Customer, the donors, the Authorised Administrator(s), the Customer's agents, sub-contractors, consultants or employees, CAF shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 13.4 Other than as provided in clause 13.2 above, CAF shall not be liable for loss of anticipated savings; loss of opportunity; loss of or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 13.5 To the extent that liability is not lawfully excluded by this clause 13, the total liability of CAF in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance or failure to perform under or in respect of this Agreement shall be limited to the amount paid by the Customer for CAF's Fees, costs, contributions or expenses for the CAF Donate Service during the 12 month period prior to the date when the liability arose.
- 13.6 Subject to clause 13.2, due to the online nature of the provision of the CAF Donate Service, the Customer agrees, as a fair and reasonable apportionment of risk between the parties, that CAF shall have no liability to the Customer in respect of any loss or damage caused to the Customer:
- 13.6.1 as a result of any interruption or failure in the provision of the CAF Donate Service due to loss of internet connectivity by the Customer, hacking or intervention by third parties of the Customer's information technology infrastructure, or other deficiency in the Customer's information technology infrastructure (whether hardware or software) howsoever caused; or
- 13.6.2 as a result of the failure by the Customer to keep any login or passwords or other authentication or security information (provided by CAF to enable the Customer to access the CAF Donate Service) secure and confidential; or

- 13.6.3 where such loss or damage is caused as a result of the acts or omissions of a third party providing part or all of the CAF Donate Service independently or at CAF's direction, including where such CAF Donate Service is provided via that third party's website; or
- 13.6.4 as a result of any donor's or donation information provided by CAF to the Customer being inaccurate or such donor or donation information being provided to the Customer in error; or
- 13.6.5 as a result of any virus, spyware, malware, Trojan, worm, logic bomb or other disabling, disruptive or malicious code or application (jointly and severally a "Virus") downloaded from the Website, the CAF Donate Service and/or third party website as described in clause 13.6.3 above and it shall be the Customer's sole responsibility to maintain adequate and appropriate up to date anti-virus software and firewalls to protect the Customer's systems and data BUT this requirement shall not reduce CAF's obligation to use its reasonable commercial endeavours to ensure that the Website and CAF's systems are regularly scanned and checked for such Viruses; or
- 13.6.6 as a result of the Customer's failure to ensure that it only uses appropriately specified hardware and software (including operating system software and browsers), as notified by CAF from time to time, to access the CAF Donate Service.

Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause 13 shall continue to apply without limit in time.

14 Indemnity – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 14.1 The Customer accepts full responsibility for the act, errors and omissions of its Authorised Administrator(s), officers, employees, volunteers and agents and agrees to advise CAF of any acts, errors or omissions which may affect its ability to abide by this Agreement or hinder the good name and goodwill of CAF or the CAF Donate Service.
- 14.2 The Customer agrees to promptly and fully indemnify CAF in respect of any costs, proceedings claims, loss or liability whatsoever suffered by CAF or damage or potential damage to its goodwill caused by error, omission or fraud of the Customer or its Authorised Administrator(s), officers, employees, volunteers and agents including but not limited to any claim for Gift Aid made by CAF in accordance with In-put Materials provided by the Customer and any claim or refund by a donor under the Direct Debit Guarantee scheme. This indemnity shall continue notwithstanding the termination of this Agreement.
- 14.3 CAF will not be responsible for any claims made by any third party in relation to the CAF Donate Fundraising Tools, and the Customer shall indemnify CAF against all damages, losses, liabilities, costs and expenses (including reasonable legal fees and consequential losses) which CAF incurs as a result of any complaint, enquiry, query, fine, penalty, charge or claim by any third party (as contemplated in clause 4.1.3(d) and (e) above) in connection with their use of the CAF Donate Fundraising Tools. CAF is not liable to the Customer for any loss, or damage which results directly or indirectly from downloading and using the CAF Donate Fundraising Tools.

15 Closure of CAF Donate Service

15.1 Without prejudice to any other rights or remedies which either party may have to the other, either party shall be entitled to close the CAF Donate Service and terminate this Agreement without liability to the other:

15.1.1 on giving the other not less than 3 months' written notice; or

15.1.2 immediately on giving notice to the other if:

- (a) the Customer has failed to complete and return to CAF the completed HMRC's ChV1 form within 6 weeks of the Customer advising CAF via its CAF Donate Account that it requires CAF to reclaim Gift Aid on its behalf; or
- (b) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
- (c) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (d) the Customer ceases to be (i) registered with the Charity Commission for England and Wales, the Charity Commission for Northern Ireland or, the Office of the Scottish Charity Regulator or (ii) recognised by HMRC to have charitable status in the UK or (iii) there is a material change to the Customer's organisation; or
- (e) CAF, or any third party CAF retains to assist in delivering the CAF Donate Service to the Customer, is required to cease provision of the CAF Donate Service by a Supervisory Authority; or
- (f) the other party is prevented from performing its obligations under this Agreement for a period of at least 30 days as a result of force majeure event as set out in clause 18,

and in each case, closure of the CAF Donate Service shall take place subject to the terms of this clause 15 on the date set out in such notice, and termination of the terms of agreement relating to the Customer's use of the CAF Charity Dashboard service shall operate as automatic termination of this Agreement.

15.2 On closure of the CAF Donate Service and termination of this Agreement for any reason:

15.2.1 the Customer shall promptly destroy or procure the destruction of all materials which bear the CAF trademark(s) or logo(s);

15.2.2 the Customer shall, and shall procure that its donors/fundraisers shall, immediately cease to use the CAF Donate Fundraising Tools;

15.2.3 CAF will complete the processing of donations and, where applicable, reclamation of Gift Aid, on all donations submitted via the CAF Donate Service prior to the date of termination and the Customer shall not submit any donation instructions after the date of termination;

15.2.4 in respect of the Fees, other fees, costs and charges in respect of the CAF Donate Service:

- (a) CAF shall be entitled to submit an invoice for any

fees, such other fees, costs or charges incurred or applicable to the CAF Donate Service supplied under this Agreement but not yet recovered or invoiced at the date in question; and

- (b) the Customer shall pay to CAF all of CAF's outstanding unpaid invoices;

in each case, together with an applicable VAT and such invoice(s) shall be payable, in full and in cleared funds, within 30 days of the date of the invoice and CAF shall be entitled to claim interest for late payment calculated in accordance with the provisions of clause 7.4.1;

15.2.5 the Customer's CAF Donate Account will be closed 30 days from the termination date to enable the Customer to download the relevant remittance and summary reports;

15.2.6 the Customer shall be responsible for making alternative arrangements for the administration of donations by the termination date and CAF will use its reasonable endeavours to assist in the transfer of the administration as reasonably directed by the Customer (in particular, the Customer and CAF shall co-operate with each other for the purpose of agreeing an appropriate date for the transfer of the Customer's Direct Debit arrangements). To the extent that the Customer fails to do so by the termination date, CAF shall be entitled to charge the Customer the Fees, such other fees, charges and costs in accordance with clause 7 for the period, and in respect of work undertaken, until the administration has been transferred to a third party, and clause 7 shall be deemed to survive termination of this Agreement for these purposes. Such right to charge is at CAF's discretion and without prejudice to CAF's right to simply cease its obligations under this Agreement on, or at any time after (without need to serve additional termination notice) the termination date in question;

15.2.7 each of the parties shall bear their own costs and disbursements in respect of clause 15.2.6; and

15.2.8 the accrued rights and liabilities of the parties as at the termination date and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

15.3 On termination of this Agreement (however arising), the following clauses shall survive and continue in full force and effect: clauses 7 (until all sums due to either party have been paid in full), 8 (Intellectual Property), 9 (Confidentiality), 10 (Data Protection and Payment Card Industry Compliance), 13 (Limitation of Liability), 14 (Indemnity), 15.2, 15.3 and 20.9. For the avoidance of doubt, the Customer agrees that any indemnity given by it to CAF in this Agreement shall survive the termination of this Agreement.

16 Notices

16.1 Notices in connection with the CAF Donate Service are to be provided to CAF's head office at 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4TA or to cafdonate@cafonline.org and to the Customer at the addresses set out in the Application Form or as subsequently notified to and acknowledged by CAF in writing.

16.2 Any notice or other communication given under or in connection with the CAF Donate Service shall be given by CAF to the Customer personally, which shall mean by post, email, in statement messages or inserts or in any other way which CAF chooses and

is appropriate and reasonable in the circumstances, and which satisfies CAF's legal and regulatory requirements, subject always to the requirements of clause 19 (changes to terms shall be in writing and on no less than 30 days' notice). The Customer shall provide any new contact details to CAF as soon as practicable.

- 16.3 Only the Authorised Administrator(s) appointed by the Customer may make requests and change the details of the Customer and the Authorised Administrator(s) on behalf of the Customer. If at any time the Customer wishes to change the details of the Customer's and/or the Authorised Administrator(s) in connection with the CAF Donate Service, it must send a request either on the Customer's headed notepaper signed by the Authorised Administrator(s) or by email from the Authorised Administrator and the amended authority shall come into effect as soon as practicable thereafter. If a Customer wishes to update the Customer's primary address, it must first update such details with the Charity Commission for England and Wales, the Charity Commission for Northern Ireland or the Office of the Scottish Charity Regulator (where applicable) prior to submitting the changes to CAF, and the new contact details shall be effective as soon as possible thereafter.

17 Complaints

CAF will make every effort to resolve a complaint quickly and fairly. If the Customer has a complaint in relation to any aspect of the CAF Donate Service, CAF will follow the procedure set out in the CAF complaints procedure prevailing at that time.

18 Force Majeure

CAF shall have no liability to the Customer under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions, decisions or accidents beyond CAF's reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving CAF's workforce or any other party), failure of a utility service or transport network, act of God, inclement weather, war, military operations, terrorist activities, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, lightning or storm.

19 Changes to terms

- 19.1 CAF may change any of the terms of this Agreement or the CAF Donate Service from time to time by giving not less than 60 days' written notice to the Customer in accordance with the provisions of clause 16 marked for the attention of the Authorised Administrator(s), save where CAF is required to change such terms of this Agreement for legal or regulatory reasons.
- 19.2 Where a change is required for legal or regulatory reasons or where any change to any provision of this Agreement or the CAF Donate Service is considered to be to the Customer's advantage, this may be made immediately.
- 19.3 Where the Customer regards any proposed change as unfair or unreasonable in law, the Customer shall notify CAF of this view within the 60 days' notice period giving reasons for its views. CAF shall review the Customer's concerns and respond in writing as soon as is practical indicating whether it accepts or rejects the Customer's views. The parties may discuss what alternatives, including termination of this Agreement, may be pursued if agreement cannot be reached between the Customer and CAF.

20 General

- 20.1 When the Customer contacts CAF, or is contacted by CAF, by phone, such call may be recorded for security and training purposes, and in making the call, or proceeding with the call CAF makes to the Customer, the maker or recipient of the call on behalf of the Customer is consenting to this. The Customer must ensure that the Authorised Administrator(s), its relevant employees, workers, agents or representatives are aware of this.
- 20.2 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. Similarly the single or partial exercise of a right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.
- 20.3 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and neither party has entered into this Agreement in reliance upon, and it shall have no remedy in respect of, any representation or statement which is not expressly set out in this Agreement. The only remedies available for breach of any representation or statement which was made prior to entry into this Agreement and which is set out in this Agreement shall be for breach of contract and nothing in this clause shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
- 20.4 If any term of this Agreement is found by any court or administrative body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from this Agreement and this shall not affect the remainder of this Agreement which shall continue in full force and effect.
- 20.5 The Customer shall not, without CAF's prior written consent, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement. CAF may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under this Agreement and may sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 20.6 Nothing in this Agreement and no action taken by CAF or the Customer in connection with this Agreement shall constitute a partnership or agency relationship between any of the parties except as expressly provided in clauses 3.4, 5.1.1, 5.1.2 and 10.1 of these Terms and Conditions.
- 20.7 CAF is established as a trust. The Trustees enter into this Agreement solely in their capacity as trustees of CAF and not in a personal capacity. The Customer's right of recourse under this Agreement therefore shall, subject to the limitations set out in clause 13, be limited to the assets of CAF at the relevant time.
- 20.8 Neither CAF nor the Customer intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any other person.

20.9 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual claims or disputes) shall be governed by English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the determination of any dispute arising out of or in connection with this Agreement (including (without limitation) in relation to any non-contractual obligations) and each party irrevocably waives any objection to the jurisdiction of those courts on the grounds of inconvenience or otherwise, and each party irrevocably agrees that a judgment or order of those courts in connection with this Agreement is conclusive and binding upon it.

Definitions Schedule

Agreement means these Terms and Conditions, the Fee Schedule, the User Guide (in each case, as may be amended from time to time in accordance with clause 19 of these Terms and Conditions), and the information set out in the completed Application Form(s), which together represent the entire agreement between the Customer and CAF.

Application Form means the online application form completed and submitted by the Customer (via the Website) to CAF requesting to subscribe for the CAF Donate Service to which these Terms and Conditions relate or the application forms (if any) submitted by the Customer for the historic 'Free Online Profile', 'CAF Donate Profile' and/or 'Fundraising Support' services.

Authorised Administrator means the person or persons appointed as such by the Customer on the Application Form or those individuals who were previously authorised by the Customer for the historic 'Free Online Profile', 'CAF Donate Profile' and/or 'Fundraising Support' services, to assume certain of the rights, obligations and responsibilities of the Customer under this Agreement alongside the Customer.

CAF means the Charities Aid Foundation, an unincorporated charitable trust (registered charity number 268369).

CAF Account Payment means the payment method which enables a donor to make a giving request for distributions from the donor's "CAF Charity Account", "CAF Company Account" and/or "CAF Charitable Trust" to the Customer via the internet.

CAF CharityCard means the donation card available to the customers of "CAF Charity Account", "CAF Charitable Trust" and/or "CAF Company Account" service.

CAF Donate Account means the online account made available by CAF on the Website to the Customer through which the Customer can access the CAF Donate Service.

CAF Donate Fundraising Tools means the Widget, the Donate Button, a URL web link, a "Quick Response Code" and the Facebook App.

CAF Charity Dashboard means the online profile dashboard made available by CAF on the Website to the Customer through which the Customer can access the CAF Charity Dashboard service and/or activate additional services as may be provided by CAF from time to time (subject to the applicable terms and conditions and fee schedules for such additional services) as described in the CAF Charity Dashboard Terms and Conditions and the CAF Charity Dashboard user guide, each as amended from time to time.

CAF Donate Service means any and all of the services to be provided by CAF as described in these Terms and Conditions and in the User Guide, each as amended from time to time.

CAF Voucher means the donation voucher available to the customers of "CAF Charity Account", "CAF Charitable Trust" and/or "CAF Company Account" service.

Charitable Purpose(s) shall have the meaning given to it in English law as set out in section 2 of the Charities Act 2011 (as amended or superseded).

Confidential Information means all information provided by one party to the other in connection with the CAF Donate Service, other than:

- all information that is in, or comes into, the public domain; and
- information that a party seeking to rely on the information can show was properly and lawfully in its possession prior to the time that it was disclosed by the other party in connection with the CAF Donate Service.

Customer means the charitable organisation (as set out in the Application Form) (a) registered with the Charity Commission for England and Wales, the Charity Commission for Northern Ireland or the Office of the Scottish Charity Regulator or (b) recognised by HMRC to have charitable status in the UK which subscribes for the CAF Donate Service from CAF.

Data Controller means the person (including an organisation) who determines the purpose for which, and the manner for which, any Personal Data are processed.

Data Processor means any person who processes data on behalf of a Data Controller (excluding employees of a Data Controller).

Data Protection Legislation means any legislation (including all subordinate legislation) in force from time to time in the United Kingdom which implements the European Union Directives 95/46/EC and 97/66/EC on the protection of individuals with regard to the processing of Personal Data, the free movement of such data and the protection of privacy, and is applicable to the activities carried out in relation to this Agreement and the regulations and guidance of the Information Commissioner's Office.

Donate Button means the electronic button which directs donors to the Customer's online donation page(s) on which donations can be made via the secure online payment application which enables the Customer to take donations securely and, where applicable Gift Aid, via CAF Account Payment, credit and debit card, PayPal and Direct Debit.

Facebook App means the software which enables the Customer to accept donations on the Customer's Facebook page.

Fees means the applicable fees for the CAF Donate Service from time to time and which currently are as set out in the Fee Schedule.

Fee Schedule means the fee schedule made available by CAF from time to time in which the Fees applicable to the CAF Donate Service are set out.

General Fund means the fund or funds from time to time established by the Trustees for Charitable Purposes for distribution by CAF in support of its mission.

Gift Aid means the amount equal to basic rate tax that CAF can reclaim on a gift directed to the Customer via the CAF Donate Service by a UK taxpayer who has paid more than the value of the amount being so reclaimed in income tax during the tax year in question, and who has made a declaration to this effect in the form required by HMRC from time to time.

HMRC means Her Majesty's Revenue and Customs.

In-put Materials means all information and materials provided by the Customer relating to the CAF Donate Service including (without limitation), bank account details, donor details (personal and payment), CAF Voucher and CAF CharityCard details and Customer's logos, online social media links, data and all information provided in the Application Form(s).

Intellectual Property Rights means all rights in patents, copyright, trademarks, service marks (including associated goodwill), trade and business names, domain names, rights in trade dress or get-up, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Personal Data means all data and other information about or pertaining to those third party individuals who use the CAF Donate Service (including donors), whether that data or information is in oral, visual or written form or is recorded in any other medium.

Supervisory Authority means any competent regulatory authority including but not limited to the Financial Conduct Authority, the Information Commissioner's Office, HMRC, the Charity Commission and any equivalent authority in any other jurisdiction in which the CAF Donate Service is provided or the Personal Data is processed.

Terms and Conditions means these "CAF Donate terms and conditions" as amended from time to time by CAF in accordance with clause 19 of these Terms and Conditions.

Trustees means the trustees from time to time of CAF.

User Guide means the document entitled "CAF Donate User Guide" and published on the Website from time to time.

VAT means value added tax chargeable under English law for the time being and any similar additional tax.

Website means www.cafonline.org or such other website as CAF may notify to the Customer or direct the Customer to, from time to time.

Widget means CAF's secure online payment application which enables the Customer to take donations and, where applicable Gift Aid, securely via CAF Account Payment, credit and debit card, PayPal, or Direct Debit via the Customer's or the Customer's donors' and / or fundraisers' websites, blogs or social media services.

Charities Aid Foundation
25 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4TA
www.cafonline.org

T: +44 (0)3000 123000

E: cafdonate@cafonline.org

Registered charity number 268369

CAF Charities Aid
Foundation