

CAF CHARITY DASHBOARD

Terms and Conditions Schedule

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1 Definitions and Service Schedule

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

These terms apply to the CAF Charity Dashboard Services which shall include the CAF Donate Service if the Customer subscribes to it in accordance with the CAF Donate Service Schedule.

2 Application of these Terms and Conditions

2.1 A completed Application Form submitted online via the Website by the Customer to CAF constitutes an offer by the Customer to subscribe for the CAF Charity Dashboard Services on the terms of this Agreement.

2.2 The offer (as described in clause 2.1 above) to subscribe for the CAF Charity Dashboard Services shall only be deemed to be accepted by CAF when CAF sends an acceptance email to the Authorised Administrator(s), and at such time this Agreement shall come into existence.

2.3 In consideration of the mutual obligations and understandings of the parties and provided that the Customer complies with the terms of this Agreement, CAF shall provide the CAF Charity Dashboard Services in accordance with this Agreement without charge.

3 Nature of the CAF Charity Dashboard

3.1 CAF will provide a CAF Charity Dashboard to the Customer which shall include the following features:

3.1.1 an online dashboard which gives the Customer access to its online details and payment reports made available by CAF from time to time;

3.1.2 an online profile of the Customer on the Website on which donors can instruct that donations be made via the Website to the Customer; and

3.1.3 an online functionality and capability to activate additional services (including but not limited to CAF Donate) as may be provided by CAF from time to time subject to the applicable terms and conditions and fees.

3.2 Donations can be made by donors through the CAF Charity Dashboard by CAF Account Payment, credit and debit card, and any other form of payment that CAF may deem appropriate and, where applicable, CAF will reclaim Gift Aid on such donations on behalf of the Customer.

4 CAF's Obligations

4.1 CAF shall:

4.1.1 permit the Customer to produce an online profile on the CAF Charity Dashboard as described in the User Guide. Such online profile will be accessible to donors via the Website to enable them to make charitable donations for the benefit of the Customer;

4.1.2 subject to clause 13, licence to the Customer a Friendly URL which the Customer can place on its online marketing materials, including its website, to direct potential donors to the Customer's online profile on its CAF Charity Dashboard. CAF may change such Friendly URL from time to time on providing one month's prior notice to the Customer by emailing the Authorised Administrator(s);

4.1.3 provide the Customer with the relevant technical and functional capabilities on its CAF Charity Dashboard to enable donors to make online donations in pounds sterling via CAF Account Payment, credit and debit card, and/or any other form of payment that CAF may deem appropriate;

4.1.4 make available to the Customer online payment reports via its CAF Charity Dashboard where the Customer can view and download payment reports for the CAF Charity Dashboard Services for a rolling period of 6 months commencing on the date the funds are distributed by CAF to the Customer; and

4.1.5 process all donations made by donors via the CAF Charity Dashboard Services.

5 Gift Aid

5.1 Where a donor provides a valid Gift Aid declaration when making his/her donation via the CAF Charity Dashboard, 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 or contribution directed to the Customer for the purposes of this Agreement.

5.2 The Customer shall not in any circumstances reclaim Gift Aid on any amounts it receives via the CAF Charity Dashboard Services.

5.3 CAF will store the donors' Gift Aid declarations securely and will make them available to HMRC as required

6 Transfer of Funds

6.1 Subject to the Customer complying with its obligations set out in clause 7 below and following the deduction of the Transaction Fee as set out in clause 12, CAF will pay funds received by CAF via the CAF Charity Dashboard Services into the nominated bank account specified by the Customer 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 by 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 Charity Dashboard Services.

6.2 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 following CAF's receipt of the relevant advice from the appropriate credit card and/or debit card company and in a reasonable manner and having regard to any payment obligations and timescales imposed upon CAF by any third party providers. 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 and any other electronic payment 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 three 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.

6.3 CAF's provision of the CAF Charity Dashboard Services 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 hereafter referred to 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 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:

6.3.1 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

6.3.2 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 Charity Dashboard Services.

7 Customer's Obligations

7.1 The Customer shall:

7.1.1 upon receiving the acceptance email from CAF pursuant to clause 2.1, promptly provide to CAF details of, and evidential documentation relating to, the Customer's nominated bank account into which CAF shall make payments pursuant to clause 6.1;

7.1.2 be responsible for approving and maintaining up-to-date details of the Authorised Administrator(s) who is/are authorised by the Customer for using the CAF Charity Dashboard Services in accordance with this Agreement and to subscribe and 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) on behalf of the Customer;

7.1.3 be solely responsible for the content of the Customer's online profile on the CAF Charity Dashboard and regularly review such online profile to ensure that the information as shown on the CAF Charity Dashboard remains accurate and up-to-date;

7.1.4 update the link to its Friendly URL on all the Customer's online marketing materials including its website, as soon as reasonably practicable where CAF has notified the Authorised Administrator(s) of a change to the Customer's Friendly URL;

7.1.5 promptly submit to CAF, in a timely manner, such Input Materials and other information as CAF may reasonably require and ensure that such are accurate and not misleading in all material respects;

7.1.6 be responsible for regularly accessing and downloading the Customer's payment reports from its CAF Charity Dashboard prior to removal by CAF of such payment reports after 6 months from the date the funds were distributed by CAF to the Customer.

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

7.2.1 co-operate with CAF in all matters relating to the CAF Charity Dashboard Services;

7.2.2 for the avoidance of doubt, the CAF Charity Dashboard Services 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;

- 7.2.3 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) and those relating to Data Protection Legislation in relation to the CAF Charity Dashboard Services and the use of In-put Materials;
- 7.2.4 use the CAF Charity Dashboard Services (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;
- 7.2.5 notify CAF immediately if the Customer ceases to be (i) registered with the Charity Commission of England and Wales, the Charity Commission for Northern Ireland or the Scottish Charity Regulator or (ii) recognised by the HMRC to have charitable status in the UK;
- 7.2.6 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 Charity Dashboard Services to the Customer;
- 7.2.7 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 of including from any Supervisory Authority, donor or any other third party in respect of its use of the CAF Charity Dashboard Services as soon as reasonably practicable; and
- 7.2.8 promptly comply with any instructions from CAF to remove or edit any In-put Materials or any content on the Customer's CAF Charity Dashboard and any online marketing materials or literature (including websites) which are linked to the CAF Charity Dashboard and/or make reference to CAF. CAF does not actively monitor and edit such Customer's online profile and/or the online marketing materials or literature but reserves the right to remove or edit any such items at its sole discretion and without notice.

8 Access to CAF Charity Dashboard Services Website and Internet Security

- 8.1 The Customer acknowledges that CAF Charity Dashboard Services are designed to enable the Customer to access information and give CAF electronic instructions in relation to donations directed to the Customer.
- 8.2 The Customer shall ensure that the Authorised Administrator(s) comply with the Customer's obligations pursuant to this Agreement.

- 8.3 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 attributable to the Customer's failure to take its own reasonable precautions to prevent interception or interference with any such communications.
- 8.4 The Customer is responsible for ensuring that the device it uses to access the Website and the CAF Charity Dashboard:
 - 8.4.1 is kept fully operational and secured;
 - 8.4.2 is up-to-date with the latest anti-virus, anti-spyware, firewall and security patches;
 - 8.4.3 contains software that is kept virus free; and
 - 8.4.4 is backed up at regular and frequent intervals so that the Customer's important data is protected.

9 Changing Authorised Administrators and Customer's Details

- 9.1 The Authorised Administrator(s) will be the Customer's authorised user(s) of the CAF Charity Dashboard Services. The Customer and the Authorised Administrator(s) are responsible for advising CAF promptly of any changes of the Authorised Administrator(s) as an authorised user of the CAF Charity Dashboard Services in accordance with clause 10.2.6. 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 Charity Dashboard Services by an individual who has previously been authorised by the Customer as an Authorised Administrator to use the CAF Charity Dashboard Services.

10 The Customer's Responsibilities

- 10.1 CAF will, without further enquiry, allow access to the CAF Charity Dashboard Services 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.
- 10.2 The Customer shall procure that the Authorised Administrator(s) 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 procure that the Authorised Administrator(s) must at all times:

- 10.2.1 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;
- 10.2.2 ensure that a third party does not overlook the Authorised Administrator when logging into the CAF Charity Dashboard Service;
- 10.2.3 ensure that no Authorised Administrator is able to login using more than one set of login details for the CAF Charity Dashboard Services;
- 10.2.4 ensure that no terminal is left unattended after login;
- 10.2.5 without delay notify CAF if any of the security details have been disclosed to a third party; and
- 10.2.6 without delay advise CAF of any change of Authorised Administrator.
- 10.3 If the Customer or the Authorised Administrator(s) suspects an unauthorised third party has knowledge of the security details for the CAF Charity Dashboard Services or becomes 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).
- ## 11 Availability of CAF Charity Dashboard Services
- 11.1 CAF may, where it considers it appropriate for the Customer's or CAF's protection, suspend, withdraw or restrict the use of the CAF Charity Dashboard Services. CAF will notify the Customer as soon as practicable if CAF takes such action.
- 11.2 Whilst CAF will make reasonable efforts to ensure that the CAF Charity Dashboard Services will be available online continuously, CAF will not be liable for any failure to provide the CAF Charity Dashboard Services or any part of it from any cause that is beyond CAF's reasonable control including, in particular, any suspension of the CAF Charity Dashboard Services, failure of any such other party's system or force majeure event as noted in clause 21.
- ## 12 Transaction Fee and Recovery of Costs etc.
- 12.1 In consideration of the provision of the CAF Charity Dashboard Services by CAF, the Customer shall pay the following fees, charges or costs on the following basis:
- 12.1.1 the applicable Transaction Fee shall be due and payable at the time CAF undertakes the transaction or activity in question in respect of that element of the CAF Charity Dashboard Services;
- 12.1.2 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 Charity Dashboard Services, for reimbursing a donor, or otherwise arising directly or indirectly from the act or omission of a person making a donation via the CAF Charity Dashboard Services or of the Customer, shall be due and payable at the time they are incurred by CAF; and
- 12.1.3 the applicable fees and charges described above shall be due and payable at the time CAF undertakes the transaction or activity in question in respect of the CAF Charity Dashboard Services; in each case, together with any VAT attributable to, or attracted by, the Transaction Fee, any such other fee, costs or charge.
- 12.2 To the extent possible, CAF will set-off all Transaction Fees, any other fee, costs or charges (and any applicable VAT) against donations received via the CAF Charity Dashboard Services.
- 12.3 To the extent that there are insufficient donations to set-off the amount owed by the Customer to CAF in accordance with clause 12.2 above, CAF shall be entitled to invoice the Customer for the outstanding amount of the relevant 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.
- 12.4 Without prejudice to any other right or remedy that CAF may have, if the Customer fails to pay the relevant fees, costs or charges to CAF on the due date of payment, CAF may:
- 12.4.1 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/or
- 12.4.2 suspend all or part of the CAF Charity Dashboard Services until payment has been made in full.
- 12.5 All sums payable to CAF under this Agreement shall become due and payable immediately on its termination, despite any other provision. This clause 12.5 is without prejudice to any right to claim for interest under law or any such right under this Agreement.
- 12.6 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 12.2, liabilities of CAF to the Customer for the purposes of this clause 12.6 shall not include monies received by CAF via the CAF Charity Dashboard Services.
- ## 13 Intellectual Property
- 13.1 As between the Customer and CAF, all of CAF's Intellectual Property Rights and all other rights in the CAF Charity Dashboard Services, including but not limited to CAF's logo(s), the CAF brand, associated trade mark(s), the Friendly URL and the content on the Website and the CAF Charity Dashboard (excluding

the In-Put Materials), 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 Charity Dashboard Services. If this Agreement is terminated, this licence will automatically terminate on the date of termination of this Agreement. Wherever a trade mark of CAF's is used or referred to in any literature which the Customer creates or uses, including but not limited to "CAF" and "Charities Aid Foundation", the Customer must ensure that it is clear that it is a registered trademark owned by the CAF group.

- 13.2 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 Charity Dashboard Services, 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 Charity Dashboard Services 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.

14 Confidentiality

- 14.1 Subject to clause 14.3 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.
- 14.2 CAF and the Customer each undertakes 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.
- 14.3 Notwithstanding clause 14.1, 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 Charity Dashboard Services.
- 14.4 Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause 14 shall continue to apply without limit in time.

15 Data protection and Payment Card Industry Compliance

- 15.1 The Customer must read and be aware of CAF's Privacy Notice.

- 15.2 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 as Data Controller in the case of CAF Charity Dashboard only and not for the avoidance of doubt CAF Donate.

- 15.3 Each of CAF and the Customer shall only process Personal Data for the purpose of lawfully providing, or receiving, the CAF Charity Dashboard or as otherwise expressly authorised by the other and the relevant donor to which the Personal Data relates and, CAF shall, unless in any particular case a donor has explicitly requested anonymity, pass on to the Customer (to whom the donor has directed a charitable gift) pursuant to CAF's provision of the CAF Charity Dashboard, the Personal Data of such donor for the purpose of enabling the Customer to establish direct contact with such donor.

- 15.4 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 Charity Dashboard or when legally obliged to do so.

- 15.5 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.

16 Warranties and Representations

- 16.1 The Customer represents, warrants and undertakes to CAF that:
- 16.1.1 it has full capacity and authority to enter into and perform this Agreement;
- 16.1.2 it has been given the opportunity to review and consider the User Guide relating to the CAF Charity Dashboard Services and has satisfied itself that the CAF Charity Dashboard Services are appropriate to its needs;
- 16.1.3 it will undertake its obligations and duties under this Agreement with all reasonable skill and care within any timescales specified;

- 16.1.4 the performance by CAF of the CAF Charity Dashboard Services 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
- 16.1.5 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.
- 16.2 CAF represents, warrants and undertakes to the Customer that:
- 16.2.1 it has full capacity and authority to enter into and perform its obligations under this Agreement;
- 16.2.2 it will use its reasonable endeavours to ensure that the CAF Charity Dashboard Services are performed by persons possessing suitable skills and experience; and
- 16.2.3 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.
- 17 Limitation of Liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 17.1 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.
- 17.2 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.
- 17.3 Other than as provided in clause 17.2 above, if 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), 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.
- 17.4 Other than as provided in clause 17.2 above, CAF shall not be liable for loss of anticipated savings; loss of opportunity; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 17.5 To the extent that liability is not lawfully excluded by this clause 17, 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 Charity Dashboard Services during the 12 month period prior to the date when the liability arose.
- 17.6 Subject to clause 17.2 above, due to the online nature of the provision of the CAF Charity Dashboard Services, 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:
- 17.6.1 as a result of any interruption or failure in the provision of CAF Charity Dashboard Services 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
- 17.6.2 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 Charity Dashboard Services) secure and confidential; or
- 17.6.3 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 Charity Dashboard Services independently or at CAF's direction, including where such CAF Charity Dashboard Services are provided via that third party's website; or
- 17.6.4 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
- 17.6.5 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 Charity Dashboard and/or third party website as described in clause 17.6.3 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; or
- 17.6.6 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 Charity Dashboard Services. Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause 17 shall continue to apply without limit in time.

17.7 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, CAF Charity Dashboard Services.

18 Closure of Service

18.1 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 Charity Dashboard Service and terminate this Agreement without liability to the other:

18.1.1 on giving the other not less than 1 months' written notice; or

18.1.2 immediately on giving notice to the other if:

- (a) 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
- (b) 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
- (c) the Customer ceases to be (i) registered with the Charity Commission of England and Wales, the Charity Commission for Northern Ireland or the Office of the Scottish Regulator or (ii) recognised by HMRC to have charitable status in the UK or there is a material adverse change to the Customer's organisation; or
- (d) CAF, or any third party CAF retains to assist in delivering the CAF Charity Dashboard Services to the Customer, is required to cease provision of the CAF Charity Dashboard Services by a Supervisory Authority; or
- (e) 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 21, and in each case, closure of the CAF Charity Dashboard Service and termination of this Agreement shall take place subject to the terms of this clause 18 on the date set out in such notice.

18.2 On closure of the CAF Charity Dashboard Service and termination of this Agreement for any reason:

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

18.2.2 in respect of the relevant fees, costs and charges for the CAF Charity Dashboard Services as specified in clauses 12.1.2 and 12.1.3:

(a) CAF shall be entitled to submit an invoice for such relevant fees, costs or charges incurred or applicable to the CAF Charity Dashboard Services 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 12.4.1;

18.2.3 the Customer's CAF Charity Dashboard will be closed 30 days from the termination date to enable the Customer to download the relevant payment reports;

18.2.4 the Customer shall promptly destroy or procure the destruction of all material which bears the CAF trademarks and logos;

18.2.5 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. To the extent that the Customer fails to do so by the termination date, CAF shall be entitled to charge the Customer the relevant fees, charges and costs in accordance with clause 12 for the period, and in respect of work undertaken, until the administration has been transferred to a third party, and clause 12 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;

18.2.6 each of the parties shall bear their own costs and disbursements in respect of clause 18.2.5; and 18.2.7 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.

18.3 On termination of this Agreement (however arising), the following clauses shall survive and continue in full force and effect: clauses 12 (until all sums due to either party have been paid in full), 13 (Intellectual Property), 14 (Confidentiality), 15 (Data Protection and Payment Card Industry Compliance), 17 (Limitation of Liability).

19 Notices

19.1 Notices are to be provided to CAF's head office at 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4TA and to the Customer at the address set out for the Customer in the Application Form or as subsequently notified to and acknowledged by CAF in writing.

- 19.2 Any notice or other communication 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 22 (changes to terms shall be in writing and on no less than 30 days' notice). Any notice or communication shall be deemed to have been served, if a letter, the second day after posting if in the UK and all other cases at the time of sending.
- 19.3 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) 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(s) and the amended authority shall come into effect as soon as practicable thereafter. If the Customer wishes to update the Customer's primary address, it must first update such details with the Charity Commission of England and Wales, the Charity Commission for Northern Ireland or the Scottish Charity Regulator (where applicable) prior to submitting the changes to CAF, and the new contact details shall be effective as soon as practicable thereafter.

20 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 Charity Dashboard Services, CAF will follow the procedure set out in the CAF complaints procedure prevailing at that time.

21 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, lightening or storm.

22 Changes to terms

- 22.1 CAF may change any of the terms of this Agreement, from time to time by giving not less than 30 days' written notice to the Customer in accordance with the provisions of clause 19 marked for the attention of the Authorised Administrator(s) from time to time, save

where CAF is required to change such terms of this Agreement for legal or regulatory reasons.

- 22.2 Where a change is required for legal or regulatory reasons or where any change to any provision of this Agreement the CAF Charity Dashboard Services is considered to be to the Customer's advantage, this may be made immediately.
- 22.3 Where the Customer regards any proposed change as unfair or unreasonable in law the Customer shall notify CAF of this view within the 30 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.

23 General

- 23.1 When the Customer contacts CAF, or is contacted by CAF, by phone, such call may be recorded for security and training purposes, The Customer must ensure that the Authorised Administrator(s), its relevant employees, workers, agents or representatives are aware of this.
- 23.2 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.
- 23.3 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of the 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.
- 23.4 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.

- 23.5 The Customer shall not, without our 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.
- 23.6 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.
- 23.7 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. In the absence of fraud, the Customer's right of recourse under this Agreement and subject to clause 17.5 shall be limited to the assets of CAF at the relevant time.
- 23.8 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.
- 23.9 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.

Definition Schedule

'Agreement' means these Terms and Conditions, the User Guide and the Application Form (in each case, as may be amended from time to time in accordance with clause 22 of these Terms and Conditions), the CAF Donate Service Schedule if applicable, which together represent the entire agreement between the Customer and CAF.

'Application Form' means the application form completed by the Customer (online via the Website) to CAF requesting to subscribe for the CAF Charity Dashboard to which these Terms and Conditions relate.

'Authorised Administrator' means the person or persons appointed as such by the Customer on the Application Form, to assume certain of the rights, obligations and

responsibilities of the Customer under this Agreement alongside the Customer.

'CAF' means 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 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 Services 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).

'CAF Charity Dashboard Services' means the CAF Charity Dashboard and any and all of the services to be provided by CAF (including the CAF Donate Service if applicable) as described in these Terms and Conditions and in the User Guide, each as amended from time to time.

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

'CAF Donate Service Schedule' means the terms and conditions relating to the CAF Donate Services in the event that the Customer has subscribed to them.

'Confidential Information' means all information provided by one party to the other in connection with the CAF Charity Dashboard Services, 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 Charity Dashboard Services.

'Customer' means the charitable organisation, as set out in the Application Form and/or the Donate Application Form as appropriate, being a charity organisation as (a) registered with the Charity Commission for England and Wales, the Charity Commission for Northern Ireland or the Scottish Charity Regulator or (b) recognised by HMRC to have charitable status in the UK which subscribes for the CAF Charity Dashboard Services 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 and/or regulations (including all subordinate legislation) in force from time to time in the United Kingdom relating to 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 contract.

'Friendly URL' means the uniformed resource locator (also known as a web address) for the Customer's online profile on the Website.

'Gift Aid' means the amount equal to basic rate tax that CAF can reclaim on a gift directed to the Customer via the CAF Charity Dashboard Services 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 Charity Dashboard Services including (without limitation), bank account details, Customer logos, online social media links, data and all information provided in the Application Form(s).

'Intellectual Property Rights' means all rights in patents, copyright, trade marks, 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 whom use the CAF Charity Dashboard Services (including donors), whether that data or information is in oral, visual or written form or is recorded in any other medium.

'Privacy Notice' means the notice document which explains how CAF uses and processes data and is available at www.cafonline.org/navigation/footer/privacy.

'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 financial services, law enforcement or privacy authority in any other jurisdiction in which the CAF Charity Dashboard Services are provided or the Personal Data is processed.

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

'Transaction Fee' means the applicable transaction fee in relation to credit card, debit card, and/or any other form of payment that CAF may deem appropriate, donations on the Website and/or the fees applicable to CAF Donate Service for the CAF Charity Dashboard Services from time to time and made available to the customer on the Website (www.cafonline.org/navigation/footer/terms-of-use/credit-debit-terms-of-use).

'Trustees' means the trustees from time to time of CAF.

'User Guide' means the CAF Charity Dashboard user guide 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.

We are CAF and we exist to make giving go further, so together we can transform more lives and communities around the world.

We are a charity, a bank and champion for better giving, and for over 90 years we've been helping donors, companies, charities and social organisations make a bigger impact.

We are CAF and **we make giving count.**

T: 03000 123 000

E: cafdonate@cafonline.org

W: www.cafonline.org