

# CAF DONATE

## Terms and Conditions Schedule

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### 1 Definitions

The definitions set out in the Definition Schedule to these Terms and Conditions and the CAF Charity Dashboard Services apply to all references to those terms throughout these Terms and Conditions. These terms shall apply in addition to the CAF Charity Dashboard Services Terms which form part of 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 these terms 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 these terms, CAF shall provide the CAF Donate Service in accordance with this Agreement.

### 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 the 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, and Direct Debit and/or any other form of payment that the Customer and CAF may deem appropriate in the future, 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, Direct Debit and/or any other form of payment that the Customer and CAF may deem to be appropriate in the future 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 here by 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 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/or any other form of payment that the Customer and CAF may deem appropriate in the future;
  - 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 payment reports 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, 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 12 of the CAF Charity Dashboard Services Terms, CAF will transfer funds received by CAF as agent for the Customer into the nominated bank account specified in writing by the Customer from time to time.
- 4.9 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.

## 5 Customer's obligations

- 5.1 The Customer shall:
  - 5.1.1 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 payment 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 Services;
  - 5.1.4 where CAF holds details of more than one Customer bank account, notify CAF 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 which shall include all necessary data protection clauses in accordance with Data Protection Legislation;
- 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 6 of the CAF Charity Dashboard Services Terms and Conditions;
- 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 payment reports and summary reports from its CAF Donate Account prior to removal by CAF of such payment reports and summary reports after 6 months from the date the funds were distributed by CAF to the Customer.
- 5.2 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 the Customer's compliance with Data Protection Legislation;
- 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;
- 5.4.9 maintain appropriate systems and controls for complying with relevant requirements and regulations relating to the prevention of money laundering and terrorist financing.

## 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 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.
- 6.5 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.
- 6.6 The Customer is responsible for ensuring that the device it uses to access the Website and the CAF Donate Service:
  - 6.6.1 is kept fully operational and secure;
  - 6.6.2 is up-to-date with the latest anti-virus, anti-spyware, firewall and security patches;
  - 6.6.3 contains software that is kept virus free; and
  - 6.6.4 is backed up at regular and frequent intervals so that the Customer's important data is protected.

## 7 Changing Authorised Administrators and Customer's details

- 7.1 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 8.2.6. Until such notification has been received.
- 7.2 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.

## 8 The Customer's responsibilities

- 8.1 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.

8.2 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:

- 8.2.1 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;
- 8.2.2 ensure that a third party does not overlook the Authorised Administrator when logging into the CAF Donate Service;
- 8.2.3 ensure that no Authorised Administrator is able to login using more than one set of login details for the CAF Donate Service;
- 8.2.4 ensure that no terminal is left unattended after login;
- 8.2.5 without delay notify CAF if any of the security details have been disclosed to a third party; and
- 8.2.6 without delay advise CAF of any required change of the Authorised Administrator.

8.3 If the Customer or the Authorised Administrator(s) suspects an unauthorised 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).

## 9 Availability of CAF Donate Service

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

9.2 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 21 of the CAF Charity Dashboard Services Terms.

## 10 Data protection

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.

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 including having in place all necessary and appropriate consents and notices to enable the lawful transfer of the Personal Data to CAF.

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 In any situation where there is any doubt, CAF will process the Personal Data strictly in compliance with the Data Protection Legislation.

10.6 CAF undertakes that it shall process the Personal Data only in accordance with the Customer's instructions for the processing of that Personal Data and only to provide the CAF Donate Service for the Customer.

10.7 Audit trails on access to Personal Data and incidents involving Personal Data will be maintained by CAF and made available to the Customer on request. CAF agrees to assist the Customer promptly with all subject access requests that may be received from the donors under the Data Protection Legislation. Information will be provided to the Customer within 7 days of receipt of the request from the Customer.

10.8 CAF will ensure that any sub-processor it uses to process the Personal Data complies with the terms of this agreement and enters into a contract with the sub-processor on similar terms. CAF shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

- 10.9 Any breach of security involving the loss, theft, damage, inappropriate access to or corruption of Personal Data – or equipment on which it is stored – supplied by the Customer to CAF must be reported to the Customer immediately when it is identified, and no later than two working days after the incident is identified. CAF will provide any necessary assistance required to manage or investigate the causes of any such incident, liaise with the Information Commissioner or correct any breaches.
- 10.10 Upon termination of this Agreement CAF will ensure that the Personal Data is securely removed from their systems and any printed copies securely destroyed immediately unless CAF has a legal requirement to keep it for longer, in which case CAF will destroy the Personal Data in question in accordance with its regulatory requirements.
- 10.11 The Customer is entitled to make any check it considers reasonable to ensure that information is properly secured and handled, and to check compliance with this Agreement, subject to appropriate notice to CAF.

## 11 Audits

- 11.1 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:
- 11.1.1 fulfil any legally enforceable request by any Supervisory Authority; or
- 11.1.2 undertake verification that the obligations of the Customer are being performed in accordance with this Agreement.
- 11.2 In the case of clauses 11.1.1 and 11.1.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 CAF shall provide at least 30 days' notice of its intention to conduct an audit unless:
- 11.5.1 such audit is conducted in respect of a suspected fraud, in which event no notice shall be required; or
- 11.5.2 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.

- 11.6 The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 11 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.
- 11.6.1 If an audit identifies that:
- 11.6.2 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
- 11.6.3 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, 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.

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

- 12.1 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.
- 12.2 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 by a donor or refund to a donor under the Direct Debit Guarantee scheme and/or as a result of any chargeback. This indemnity shall continue notwithstanding the termination of this Agreement.
- 12.3 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 12.1 and 12.2 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.

## 13 Closure of CAF Donate Service

13.1 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:

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

13.1.2 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 in accordance with clauses 18.12(a) to (e) of the CAF Charity Dashboard Services Terms.

13.2 In addition to the requirements set out in the CAF Charity Dashboard Services Terms, on closure of the CAF Donate Service and termination of this Agreement for any reason:

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

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

13.2.3 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;

13.2.4 in respect of the Transaction Fees applicable in the CAF Donate Service, 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;

13.2.5 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;

13.2.6 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;

13.2.7 each of the parties shall bear their own costs and disbursements in respect of clause 13.2.6; and

13.2.8 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.

13.3 On termination of this Agreement (however arising), the following clauses shall survive and continue in full force and effect: 10 (Data Protection Compliance), 12 (Limitation of Liability and Indemnity).

## Definitions Schedule

Terms, words or phrases defined in the Definition Schedule to the CAF Charity Dashboard Services Terms, shall have the same meaning when used in this CAF Donate Service Schedule.

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

**'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 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 Charity Dashboard Services Terms'** means the CAF Charity Dashboard Services terms and conditions.

**'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 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.

**'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).

**'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.

**'Donate 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.

**'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, and Direct Debit.

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

**'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.

**'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.

**'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, or Direct Debit via the Customer's or the Customer's donors' and/or fundraisers' websites, blogs or social media services.

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

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