

The following are Work for Good's standard Terms & Conditions for businesses.

## **About Work for Good**

Work for Good Limited (company no: 09844955, registered office: Waggoners Wells Cottage, Waggoners Wells Lane, Grayshott, GU26 6DT, United Kingdom) ("Work for Good"/"we"/"us"/"our") allows your business ("you"/"your") to use our website [www.WorkforGood.co.uk](http://www.WorkforGood.co.uk) ("the Website") to raise funds and donate money to the charities listed on the Website ("Charity/Charities"), subject to these Terms & Conditions ("the Service").

If you have any questions about the Service or the Terms & Conditions then please contact us at [hello@workforgood.co.uk](mailto:hello@workforgood.co.uk) and we'll be happy to help.

## **1. Agreement to terms**

1.1 These Terms & Conditions govern what Work for Good does for your business and the charities that you wish to support, and what you must do when using the Service.

1.2 By signing up to the Service you agree to be bound by these Terms & Conditions along with the Commercial Participation Terms (see Schedule 1: Commercial Participation Terms below), our Website Terms and Conditions and Privacy Policy.

1.3 Please read these documents carefully. We may amend them at any time and so please check this page regularly for any updates.

1.4 In using the Service you must not:

1.4.1 misrepresent your identity, or affiliation with or connection to, any other business or person; or

1.4.2 disclose any information relating to any customer of your businesses except with the consent of the customer.

1.4.3 You must be over 18 years of age to use the Service.

## **2. Charities**

2.1 Charities (and other not-for-profit organisations<sup>[1]</sup>) are listed on the Website at Work for Good's discretion. We do not accept any responsibility for a Charity's activities. You should be satisfied that the charities you wish to raise funds for are suitable to receive your donations.

2.2 Recipient Charities may use your donation for their general purposes.

2.3 We have an agreement in place with each Charity listed which permits us to collect donations on its behalf.

2.4 As a business that is raising funds for a charity, you will be what is known as a 'commercial participator' under the Charities Act 1992. A 'commercial participator' is defined as 'someone who carries on for gain a business and in the course of that business engages in any promotional venture in the course of which it is represented that charitable contributions are to be given or applied for the benefit of any charitable institution(s).' You can find more information about this in the guidance note "What is Commercial Participation?" at Schedule 3.

2.5 As a commercial participator, the Charities Acts 1992 (as amended by the Charities Act 2016) requires you to comply with additional Commercial Participation Terms in connection with the Charity you are raising money for, which are incorporated into these Terms & Conditions at Schedule 1.

2.6 As part of the Commercial Participation Terms, and in line with charity law, you must make a solicitation statement at the point of sale e.g. on your website, marketing materials or on/ next to your products (“the Statement”), which includes the following information:

2.6.1 The name of the charity you are supporting; and

2.6.2 The amount you are donating e.g. £ or % xx of every sale OR £ or % xx of sales from a specific product or service (and which product(s) or service (s) this donation relates to). Note that if you are donating a percentage of profits then you must provide an estimate of what that donation will be.

2.7 The Statement should match the information that you enter on the Website when registering a donation with Work for Good. You should also mention that the donation is being facilitated via Work for Good.

### **3. Work for Good Fees**

3.1 Signing up to the Service is free and permits you to build a Business “Page” on the Website (in accordance with clause 6), and use the Work for Good Logo and promotional materials (in accordance with clause 7).

3.2 The recipient Charity will be charged a fee of 5% + VAT of the gross amount of the donation, which shall be deducted from the donation (“Service Fee”), along with a payment service transaction fee (“Transaction Fee”). The donation will be processed by Stripe. The Transaction Fee is charged at 1.4% of the payment plus 20p per transaction. (Note that this rises to 2.9% of the payment plus 20p per transaction for transfers to non-European bank accounts).

3.3 We will still be entitled to charge a Charity the Service Fee in the event that you pay the donation directly to the Charity rather than via the Work for Good platform.

### **4. Unauthorised card use**

4.1 When a donation is charged to your card, the transaction is final and not disputable unless there is proven unauthorised use of your payment card. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules.

### **5. Donations**

5.1 You are prohibited from starting to raise funds for any specific Charity through any promotion of your business’s goods or services before registering the intention to donate within your account on the Website in accordance with Clause 6.

5.2 You must pay to us any funds that you have raised for your specified Charity by the date specified by you when registering the intention to donate through the Service.

5.3 When you pass your donation to Work for Good, we will hold it as agent for the relevant Charity in a bank account in which all charity donations are held separately from the funds of Work for

Good. We will then pass the money directly to the Charity at the beginning of the next month after receipt, minus the Service Fee and Transaction Fee payable by the Charity.

5.4 Once paid, the donation cannot be refunded. If we are unable to make the payment (for example, if the charity has ceased to exist or refuses to accept a donation), we will select an appropriate, alternative charity to pass the donation or payment to.

5.5 Work for Good is not responsible for any dissatisfaction you may have regarding the Charity's use of any donation you may make through the Service. Please note that the recipient organisation reserves the right to use your donation for its general purposes, rather than particular campaigns, purposes or activities.

5.6 It may be possible for Gift Aid to be claimed on the donation by the Charity if you are a UK taxpayer and operate as a sole trader or part of a partnership (rather than a registered company). Upon sign-up, you will be asked if you are eligible for Gift Aid, and if so, will have the option to complete a Gift Aid declaration in favour of the relevant Charity, which Work for Good will send to the Charity on your behalf. It is your responsibility to ascertain whether you qualify for Gift Aid entitlement, to update Work for Good if your Gift Aid eligibility changes, and to ensure that the information within the declaration is accurate. Work for Good excludes all liability in respect of your Gift Aid declaration. If you have any doubts as to your status we strongly recommend you seek advice from your own advisor(s) or HMRC.

5.7 Work for Good cannot provide tax advice or financial advice and you should not rely on the information given in these Terms & Conditions or on the Website to determine the accounting, tax, or financial consequences of making a donation to charity. We strongly recommend that you consult your own accountant or financial advisor to understand any accounting or taxation issues that may be relevant to you.

## **6. Your Business “Page”**

6.1 Upon signing up to the Service, you will need to create your own “Page” on the Website on which you can provide more information about your business and register the work and/or fundraising activities that you plan on conducting. In creating your Page you must:

6.1.1 ensure that the content that you upload is accurate and up to date;

6.1.2 not upload any content that is offensive, defamatory or likely to deceive any person; and

6.1.3 ensure that you have the right to use the content and not upload anything that may infringe the copyright, database right or trade mark of any third party.

6.2 Registering work on your Page in no way implies our or the Charity's endorsement of your promotional activity.

6.3 We will not be responsible, or liable to any person, for the content or accuracy of any content posted by you or any other user of our Website.

6.4 During registration you will be asked to choose a password to protect your secure account; you are responsible for maintaining the confidentiality of your password. If you become aware of any unauthorised use of your password, we recommend that you change your password immediately or contact Work for Good.

6.5 We reserve the right to alter or remove any content on your Page, without notice to you, at the Charity's request, or if in our opinion, it does not comply with these Terms & Conditions.

## **7. The Work for Good Logo**

7.1 The Work for Good name and logo ("the Logo") are the sole property of Work for Good.

7.2 In signing up to the Service we will grant you a non-exclusive and non-sub-licensable licence to display the Logo on your website or other marketing materials. You must not use the Logo for any purpose other than in connection with the Service.

7.3 The Logo must be used in compliance with these Terms and Conditions and must be used and displayed in accordance with the Work for Good brand Guidelines attached at Schedule 2.

7.4 We reserve the right to revoke the licence with immediate effect at any time.

7.5 Nothing in these Terms & Conditions shall constitute any representation or warranty that:

7.5.1 the Logo is valid; and

7.5.2 the exercise by the licensee of rights granted under clause 7.2 will not infringe the rights of any person.

## **8. Disclaimer and Limitation of Liability**

8.1 We do not exclude any liability that we are not permitted to exclude in law, including in the unlikely event we have been fraudulent or if we are negligent and as a result, we cause your death or personal injury.

8.2 Subject to clause 8.1, we shall not be liable for any loss or damage that you may suffer as a result of using the Website or the Service.

8.3 You shall be solely responsible for complying with the Commercial Participation Terms at Schedule 1 and we accept no liability for your failure to do so.

8.4 The Business agrees to indemnify Work for Good in respect of all costs, claims, loss or liability whatsoever suffered by it (including legal costs and disbursements) as a result of any breach by the Business of these Terms & Conditions (including the Commercial Participation Terms).

8.5 Subject to clause 8.1, our total financial liability to you under these Terms & Conditions is limited to £100.

## **9. Changes to the Service**

9.1 We may make changes to these Terms & Conditions and the Service at any time without notice to you. Any changes will be displayed on this webpage of the Website and so please check back here regularly for any updates.

9.2 We may, without liability to you, suspend the operation of the Service and/or Website at any time, for example (but not limited to) maintenance work or to otherwise update and improve the Website.

## **10. Term and Termination**

10.1 These Terms & Conditions will commence on the date that you sign up to the Service and will continue in force until terminated by either party.

10.2 We may terminate this agreement with you and prohibit you from any further use of the Service and the Logo at any time.

10.3 You may also terminate your use of the Service at any time upon providing at least 5 day's written notice to Work for Good.

10.4 In the event that either party decides to terminate this agreement in accordance with clauses 10.2 or 10.3, you must remove all references to Work for Good from your marketing and business materials and cease using the Logo immediately.

10.5 This agreement will also terminate if either party is wound up or a liquidator or receiver is appointed, or in the case of an individual, is the subject of a bankruptcy petition, application or order.

10.6 If these Terms & Conditions are terminated, you must continue to pass to us, for onward transmission to the relevant Charities, all sums raised by you in accordance with the fundraising activities you have undertaken using the Service.

## **11. Intellectual Property Rights**

11.1 All content on the Website and any Work for Good promotional materials that are otherwise provided to you are owned by Work for Good or its content suppliers. No content or materials displayed on our Website may be used without our prior written consent.

11.2 The names and logos of Work for Good and all related product and service names, designs, logos and slogans are the trade names, service marks or trademarks of Work for Good and may not be used without our prior consent unless used under licence in accordance with these Terms and Conditions.

11.3 You are not permitted to use the Charity's logo without the express permission of the Charity.

## **12. Data Protection and Confidentiality**

12.1 Any personal data that we process in connection with your use of the Service will be processed in accordance with our Privacy Policy. We will hold your data for a period of up to seven years from the date on which it was provided in order to comply with our regulatory requirements.

12.2 Both parties agree to process any personal data in connection with the Services in compliance with the Data Protection Act 2018 and the UK General Data Protection Regulation.

12.3 Subject to clause 12.4, Work for Good will share business details, including the relevant contact name, with the Charity for which you are raising money, for administrative purposes only.

12.4 Where you have provided consent, we will share your contact name and details with the Charity/Charities that you have donated to so that they can contact you about your donation and their work in the future. Once we have passed your data to the Charity, it will be the Charity's responsibility to manage or update your communication preferences and so you will need to get in contact with the Charity directly if you wish to opt-out of communications from them. Work for Good will not be responsible for your data, or any communications you receive, once it has been passed to the relevant Charity.

12.5 Where applicable, you may share the name and e-mail address of your customers with Work for Good. You must have informed your customers that their data will be passed to Work for Good and sought consent to do so where necessary. We will use this information to send a donation confirmation e-mail only and will not use such personal data for any other purpose.

12.6 The parties agree to treat all information about the other that has been acquired through the use of the Services and is not already in the public domain as confidential. No party shall use or disclose to any third party such information belonging to the other party without that party's prior written consent, except where required to do so by applicable local law or regulatory or governmental body. This clause 12.6 shall survive termination of these Terms and Conditions.

### **13. Force Majeure**

13.1 Neither party shall be in breach of these Terms & Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms & Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **14. Third Party Rights**

14.1 Any person or organisation who is not a party to these Terms & Conditions has no right to enforce any of these terms, except that the charity shall have rights to directly enforce the Commercial Participation Terms in Schedule 1.

### **15. No partnership**

15.1 Nothing in these Terms & Conditions is intended to, or shall be deemed to establish any partnership or joint venture between the parties.

### **16. Notices and Entire Agreement**

16.1 Any notices required under these Terms & Conditions should be made in writing and sent by registered post to the parties' registered offices, or by e-mail to [hello@workforgood.co.uk](mailto:hello@workforgood.co.uk) (in the case of Work for Good) and the e-mail address provided by the business upon registration.

16.2 These Terms & Conditions and its Schedules represent the entire agreement between the parties and supersede and replace any other representations made orally or in writing.

### **17. Governing Law**

17.1 These Terms & Conditions are governed by English law and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the English Courts.

## **Schedule 1 Commercial Participation Terms (see 2.5 above)**

### **1. Parties**

These Commercial Participation Terms are made between:

(1) The business that has registered with Work for Good and which wishes to donate money to the selected Charity (as defined below) the name and details of which are detailed on the Businesses' page on the Website ("the Business"); and

(2) The charity that has registered with Work for Good in order to receive donations from the Business, the name and details of which shall be detailed on the Businesses Page on the Website (“the Charity”).

## **2. Background**

2.1 Businesses that encourage the purchase of goods or services on the basis that a proportion of the proceeds will go to one or more charitable institutions, or that a donation will be made, are known as “commercial participators” and must comply with the relevant provisions of the Charities Act 1992 (as amended by the Charities Act 2016), which are set out in these Commercial Participation Terms. For additional information about Commercial Participation agreements, see Schedule 3 of the Business Terms & Conditions.

## **3. Interpretation**

3.1 The terms and definitions in this Schedule shall have the same meanings as those set out in the Terms & Conditions for Businesses and Charities.

3.2 These Commercial Participation Terms are signed by the parties when registering for the Service on the Website. A new set of Commercial Participation Terms are created each time a Business registers an intention to donate via the Website.

## **4. Objective**

4.1 The objective is for the Business to raise funds for their selected Charity by agreeing to make donations in connection with the provision of their goods and services (“the Promotion”).

## **5. The Terms**

5.1 Where you are a Business that has signed up to the Work for Good Terms & Conditions for Businesses, you undertake to comply with the following obligations when raising money for the Charity as part of the Promotion:

5.1.1 to cease the Promotion and making any representations that you are raising funds for the Charity if the Charity notifies Work for Good that it no longer wants you to raise funds on its behalf;

5.1.2 not to use the Charity’s logo without express permission;

5.1.3 not to bring the Charity into disrepute;

5.1.4 not to represent that the Charity endorses or approves any of your products, activities or services;

5.1.5 not to use any fundraising techniques that are unreasonably persistent, place undue pressure on a person to give money, or that result in unreasonable intrusion into a person’s privacy, and to allow the Charity to check and monitor your compliance with this;

5.1.6 to comply with all applicable laws, regulations and codes which govern the Promotion, including but not limited to relevant sections of the Fundraising Regulator’s Code of Fundraising Practice;

5.1.7 to keep legible and detailed books of account and records relating to the donations and to allow the charity, its employees, agents and professional advisers to inspect any such books of account and records at the Charity's expense; and

5.1.8 to make a commercial participation statement that is compliant with the Charities Act 1992 requirements where any representation is made that charitable contributions are to be given to the Charity. Such commercial participation statement must state:

(a) The name of charity you are supporting; and

(b) The amount you are donating e.g. £ or % xx of every sale OR £ or % xx of sales from a specific product or service (and which product(s) or service (s) this donation relates to). Note that if you are donating a percentage of profits then you must provide an estimate of what that donation will be.

5.2 To comply with the undertaking in clause 5.1.5 above, the business shall ensure that:

5.2.1 any advertising or marketing of the goods or services that form part of the Promotion comply with the relevant requirements of the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code);

5.2.2 any promotional material or advertisements associated with the Promotion does not place undue pressure on any person to purchase a product or service; and

5.2.3 the products or services are not targeted at people or groups who may be vulnerable persons (including children under the age of 16).

5.3 The Charity will be permitted to monitor a Businesses' compliance with clauses 5.1 and 5.2 in any way it sees fit, including but not limited to conducting mystery shopping exercises and reviewing copies of commercial participation statements.

5.4 The Business will inform and consult with the Charity in relation to any complaints it receives from members of the public in relation to the conduct of the Promotion.

## **6. Donation**

6.1 The amount of the donation and/or the proportion of the proceeds that will be donated to the Charity as part of the Promotion (or an estimate thereof if the exact amount is unknown at the time of registering the work) shall be notified to the Charity once a Business has registered an intention to donate via the Website.

6.2 Donations shall be paid in accordance with clause 5.2 of the Terms & Conditions for Businesses and clause 6.3 of the Terms & Conditions for Charities.

## **7. Duration and Termination**

7.1 These Commercial Participation Terms shall come into force on the date on which the Business registers an intention to conduct the Promotion on the Work for Good Website and continue in force until the earlier of:

7.1.1 the Terms & Conditions for Business or Terms & Conditions for Charities being terminated; or

7.1.2 the charity notifying the Business that it no longer wishes it to fundraise for it, in accordance with clause 5.1.1 above.

## **Schedule 2 Use of the Work for Good Logo (see clause 7 above)**

1. The Work for Good logo (“the Logo”) is the exclusive property of Work for Good and is an EU registered trademark.
2. The Logo can only be used by businesses, individuals and charities that have registered on the Website. It cannot be altered or modified in any way, nor used in any way that will or could harm its distinctiveness or validity, or any goodwill attached to it.
3. No other logo or mark that is similar to the Logo may be used as a substitute. It must be clearly distinguishable from any other logos, claims, or statements made by the user. It must be used at the size provided (or smaller) with the specified minimum exclusion zone around the outer edge.
4. The Logo denotes charitable behaviour within a business only. All references to Work for Good and the Logo must be strictly in accordance with the Terms and Conditions and the Work for Good Brand Guidelines outlined here.
5. Businesses exhibiting the Logo accept these rules and also undertake the following:
  - 5.1 To deliver a minimum of one piece of ‘work for good’ within 24 months of registration.
  - 5.2 To use the Logo only in conjunction with the specified business listed on the Work for Good site.
  - 5.3 To ensure the Logo is always reproduced to a high quality specification, using the correct size and colour file (supplied by Work for Good from time to time).
  - 5.4 To contact Work for Good if there is a requested size or use of the Logo which is not provided for.
    1. Work for Good reserves the right to withdraw permission for use of the Logo if, at any time, they perceive a breach of these rules or the spirit of them.
    2. Please note: other trademarks, service marks or logos that appear on Work for Good (including those of charities) are the property of their respective owners. They must not be used without the express permission of the relevant trade mark owner.

## **Schedule 3 What is "Commercial Participation"? (see also Schedule 1)**

### *What is a Commercial Participator?*

Businesses that encourage the purchase of goods or services on the basis that a proportion of the proceeds will go to one or more charities, or that a donation will be made, are known as “commercial participators”. A commercial participator will not be connected with the charity or charities receiving the proceeds or donations nor will it be a fundraising business. As a commercial participator the business must comply with certain requirements under charity law.

### *What legislation applies?*

Commercial participators will need to comply with the following legislation: • Charities Act 1992; • Charitable Institutions (Fund Raising) Regulations 1994; and • Charities (Protection and Social Investment) Act 2016. You will also need to comply with the Fundraising Regulator’s Code of Fundraising Practice. The relevant section that relates to commercial participators can be found here: <https://www.fundraisingregulator.org.uk/l9-0-commercial-participators/>

### *How can my business comply?*

As a commercial participator, your business must do the following in order to comply with the above legislation:

- Enter into a written agreement with the charity the law stipulates that the commercial participator cannot make representations that donations will be made to a charity unless it does so in accordance with an agreement between the commercial participator and the charity. This is why your business is asked to agree to the Commercial Participation Terms when registering with Work for Good.
- Keep records of the donations that have been made to the charity and allow the charity to inspect these records upon request.
- Protect vulnerable people and the public by not using any fundraising techniques that are unreasonably persistent, place undue pressure on a person to give money, or that result in unreasonable intrusion into a person's privacy, and to allow the charity to check and monitor your compliance with this.
- Make/display a clear "commercial participation statement" each time that you represent to a member of the public that a proportion of the proceeds of a product or service will be donated to charity, or that a donation will be made to a named charity/ charities in connection with the sale. Further information about these requirements can be found on the Fundraising Regulator's website: <https://www.fundraisingregulator.org.uk/19-0-commercial-participants/>

### *Commercial Participation Statements*

A commercial participation statement must clearly indicate:

- a) the name of the charity or charities that will benefit from the promotion, if more than one charity will benefit from the promotion, the proportions in which they are to benefit; and
- b) the notifiable amount that will be donated (e.g. the actual amount to be donated if known, or the estimated amount and how that is calculated).

The form of the statement will depend upon the type of service or promotion that you are offering, but should always include the following information:

- The name of the charity you are supporting; and
- The amount you are donating e.g. £ or % xx of every sale OR £ or % xx of sales from a specific product or service (and which product(s) or service (s) this donation relates to) Note that if you are donating a percentage of profits then you must provide an estimate of what that donation will be.

The statement should match the information that you enter on the Website when registering a donation with Work for Good.

### *Legal Compliance*

Failing to make a commercial participation statement is a criminal offence with a maximum fine of £5,000. We are unable to provide advice to your business about its compliance with the legislation that governs commercial participation arrangements. Please note that the above example

statements are for guidance only and may need to be adapted to fit with the particular arrangements of the Promotion that your Business is undertaking. We do not accept any liability for the use of these statements and recommend that you take your own legal advice where needed.

[1] Other not-for-profit organisations that meet certain eligibility criteria may be permitted to sign up to the Service at Work for Good's sole discretion.