

WONDERFUL ORGANISATION - TERMS & CONDITIONS v1.0 – CHARITIES – PUBLISHED 01.03.2021

1 Introduction

- 1.1 These Terms and Conditions (together with the Schedule and your sign-up order form, when accepted by us, form the “Agreement”) govern the supply of the Service under this Agreement by Wonderful Organisation (“Wonderful Organisation”, “we”, “us”, “our”) to the Charity approved by us under this Agreement. They set out our obligations and your obligations when you use the Service.
- 1.2 The purpose of this Agreement is to set out the terms on which we will provide a service to the Charity via our Website to enable the Charity to publish information about and promote fundraising events supported by the Charity and to procure Donations from Donors in relation to such fundraising events via our Website.
- 1.3 Wonderful Organisation is a non-profit company limited by guarantee under registered number 09818383, whose registered office Carpenter Court, Maple Road, Bramhall, Cheshire SK7 6DH.
- 1.4 We aim to provide a professional service via our Website to all of our Charities and other users who sign up to use the Website and Service. We endeavour to make these Terms and Conditions clear, concise and to minimise legal jargon, although certain legal language is needed in the interests of legal certainty.
- 1.5 Please take time to read and understand these Terms and Conditions. They are important as they will form the contract between you and us for the provision of our Service to you.
- 1.6 These Terms and Conditions also need to be read alongside our privacy policy (<https://wonderful.co.uk/privacy>), which governs how and for what purposes we process and personal data that is collected from you in connection with this Agreement.
- 1.7 Please be aware that by using the Service, the Charity is accepting and agreeing to these Terms and Conditions.

2 Terms used in this Agreement

- 2.1 We use the following defined terms in these Terms and Conditions:

Charity, you or your: means the Charity signing up on our Website to receive the Service;

Donate Button: the button placed on the Charity’s website (or any other platform or communication that the Charity is permitted by us to place the Donate Button) that allows a Donor to donate funds to the Charity (other than in connection with a fundraising event on our Website) through the Wonderful Payments Service;

Donation : means a charitable donation made by Donors to the Charity through our Website in connection with a fundraising event promoted on our Website where such payments are made via the Wonderful Payments Service;

Fundraiser: a person (other than the Charity) who solicits or procures Donations for a Charity in connection with a fundraising event on the Website;

Laws means laws, legislation (including statutory instruments, regulations, by-laws, or subordinate legislation), applicable statutory, industry or other professional rules, codes, guidance, regulations, instruments and provisions and **Relevant Laws** means the Laws which applies to the provision and use of the Service and, in the context of obligations of the Charity under this Agreement, all laws applicable to charities;

Open Banking: means a secure way for a Donor to give a valuable donation to the Charity or other charity directly from the Donor’s bank account. Transactions are authorised from within the Donor’s online or mobile banking app, using the Donor bank’s own security to initiate the payment;

Service or Wonderful Service : means our service provided via our Website to a Charity to enable a Charity to publish information about and promote fundraising events supported by the Charity and to procure Donations from Donors in relation to such events via our Website.

Donor: a person who makes a Donation;

User(s): means any end user of the Website, including but not limited to, Fundraisers, Donors and Charities;

Wonderful Organisation : means Wonderful Organisation, a non-profit company limited by guarantee under registered number 09818383, and operator of the Wonderful.Org website;

Website: means the website at www.wonderful.org, operated by Wonderful Organisation;

Wonderful Payments Contract: your contract with Wonderful Payments for the provision of the Wonderful Payments Service;

Wonderful Payments: means Wonderful Payments Limited;

Wonderful Payments Service: means the open banking payment service provided by Wonderful Payments.

- 2.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement. References to a person includes a natural person, corporate or unincorporated body.

3 Fees

- 3.1 We do not charge any fees to the Charity, Fundraiser or Donors in respect of any Donations. We do not deduct bank transaction costs or other charges from Donations.
- 3.2 Where you receive donations from any Donor via a Donate Button, we understand that you will be charged a small flat transaction fee set out in and pursuant to your Wonderful Payments Contract. Wonderful Payment does not charge a fee when Donations are made via Wonderful.org in relation to a fundraising event featured on Wonderful.org.
- 3.3 We think that Wonderful Organisation is unique in ensuring Donations get to the chosen Charities in full. We are proud of that. We are able to do this due to the kind support of our corporate sponsors. You can find details of all of our corporate sponsors on our Website. Our sponsors are doing Wonderful things. So please be assured that any money that is donated via the Wonderful Service is passed on to the Charity in full.

4 Charities regulation and related obligations

- 4.1 Both parties shall comply with the Charities Act 1992, the Charities Act 2011 and the Charitable Institutions (Fundraising) Regulations 1994 and any related laws applicable to fundraising activities in England and Wales ("Fundraising Laws").
- 4.2 As part of the onboarding process, we require you to provide detailed information about the Charity and to provide us with information and any documents requested as part of checks required by anti-money laundering legislation, as further specified in paragraph 5 below.
- 4.3 You warrant and agree that all information you provide to us in connection with your application to use the Service will be accurate and complete, and you will notify us immediately if there is any changes to such information, your status or other circumstances that would have been relevant at the time of your application, including if you are investigated or fined by the Charities Commission as a result of irregular practices or any breaches of Fundraising Laws.
- 4.4 You agree that you will not do anything that would damage the name or reputation of Wonderful Organisation and that you are not aware of any facts or circumstances that would be likely to bring the name of Wonderful Organisation into disrepute through our association with you.
- 4.5 You agree:
- 4.5.1 to comply with all Fundraising Laws that are applicable to activities in connection with the Fundraiser's use of the Service.
 - 4.5.2 As part of the onboarding process, we require that the Charity provide us with information and any documents requested as part of checks required by anti-money laundering legislation, as further specified in paragraph 6 below.
 - 4.5.3 that all information you provide to us in connection with your application to use the Service will be accurate and complete, and you will notify us immediately if there is any changes to such information, your status or other circumstances that would have been relevant at the time of your application.
 - 4.5.4 that you will not do anything that would damage the name or reputation of Wonderful Organisation and that you are not aware of any facts or circumstances that would be likely to bring the name of Wonderful Organisation into disrepute through our association with you.
- 4.6 Data Protection: Wonderful Organisation and the Charity each agrees to comply with all applicable data protection laws, including without limitation the UK General Data Protection Regulation and the Data Protection Act 2018, in connection with processing of any personal data in connection with this Agreement, and to comply with the terms of the Schedule.

5 The Service and Donations

- 5.1 The Wonderful Service is provided via our Website to a Charity to enable a Charity to publish information about and to promote fundraising events supported by the Charity and to procure Donations from Donors via our Website.
- 5.2 The Wonderful Payments Service is a third party service provided by Wonderful Payments Limited. You need to sign up with Wonderful Payments at www.wonderful.co.uk in order to receive Donations. Whilst we work with Wonderful Payments to ensure a smooth transition between our Service and the Wonderful Payments Service, we have no responsibility for the provision of the Wonderful Payments Service. The Wonderful Payments Service is entirely the responsibility of Wonderful Payments Service and governed by your contract with Wonderful Payments.
- 5.3 You authorise us to facilitate Donations to be carried out through Wonderful Payments.
- 5.4 We will not be liable for any refunds to the Donor, the Fundraiser or any other person under any circumstances.

6 Registration with our Website

- 6.1 Prior to our accepting you to use the Service, we undertake anti-money laundering (AML) and other Know your Customer (KYC) checks on you and all charities that use the Service, as required by Relevant Laws. You will be required to provide all necessary supporting documentation during our on-boarding process. If we require any further information during these checks, or identify concerns with the information you have provided, we will notify you and, if we deem appropriate, discuss these with you. We reserve the right to refuse your application to access the Service in our discretion if we are not satisfied that all of our requirements have been met and may suspend or terminate your access to the Service should information that raises concern be identified at any time.
- 6.2 Other than AML and KYC checks specified in paragraph 6.1, we do not undertake audits or verification checks against you, beyond confirming from publicly available information that you have obtained charitable status in accordance with applicable Charities legislation.
- 6.3 Whilst we insist that each Charity complies with Relevant Laws, we do not monitor or control how Donor's Donations are used by the Charity. If a Donor wishes donated funds to be used for a specific purpose, we recommend that they liaise directly with the Charity but we cannot be involved in that process. We are not required, and have no obligations under this Agreement, to provide any information to the Fundraiser or Donor as to how Donations are used.

7 Obligations of Charity

- 7.1 The Charity shall ensure, when using the Service, that the Service is only accessed by the Charity or persons authorised by the Charity. You must keep login details, passwords, and any other security measures associated with your or authorised user access to the Service stored securely. If you become aware of or are suspicious that any logins, passwords or other security information has been stolen or otherwise disclosed or used by any unauthorised person, or otherwise compromised, you must inform us immediately. You agree:

- 7.2 We are not responsible and liable for acts and omissions relating to Donations made by the Donor (and liabilities and losses arising from such acts and omissions) including fraudulent acts, inputting any manual payment details, any third party hacking or third party fraud.
- 7.3 The Charity is responsible for all sales, marketing and account management in relation to fundraisings events. We shall have no responsibilities or obligations in connection with such matters or any obligations to procure Donors, Donations or Fundraisers for the Charity or for any fundraising events.
- 7.4 The Charity is responsible for the training of Users in relation to the use of the Service.
- 7.5 We may suspend the Fundraiser's use of the Service and/or terminate the Fundraiser's account and the Agreement, in the event that the Fundraiser has breached the terms of this Agreement (including but not limited to the terms at paragraph 7.6) or we reasonably believe that a breach is likely to occur.
- 7.6 The Charity shall comply (and shall ensure that all authorised users comply) with the following requirements when using the Wonderful Service:
 - 7.6.1 Do not upload offensive, obscene, racist or defamatory materials, or anything which may reasonably cause offence, or anything which is a misrepresentation of fact;
 - 7.6.2 Do not upload any information that you have received in confidence without checking with the appropriate person that you are entitled to place such information in the public domain;
 - 7.6.3 Do not harass, abuse, bully or otherwise cause alarm to other users of the Wonderful Service;
 - 7.6.4 If you are a Fundraiser, make sure that anything you upload is materially accurate and not misleading or intended to mislead. Make sure you have permission to use any materials you upload from the relevant copyright holder or other interested party. Do not upload any material if the person who owns that material has not provided you with clear permission. If we are notified that material has been used without permission, we may remove it;
 - 7.6.5 Do not send unsolicited communications, including emails to other Users;
 - 7.6.6 Do not upload material that is unrelated to the event you wish to support or which is not relevant to the activities you are undertaking in order to raise funds through Donations;
 - 7.6.7 Do not undertake any activities which require a specific consent or authorisation, without obtaining such authorisation in advance. If we request a copy of such authorisation and you fail to provide evidence of such authorisation within a reasonable time determined by us, we may remove the relevant content;
 - 7.6.8 Do not disclose the personal information of any User or other person without their express consent;
 - 7.6.9 Do not try to interrupt, overload, disrupt or corrupt the Wonderful Service;
 - 7.6.10 Ensure any content uploaded is free of viruses, malware, Trojan horses or other malicious programmes or code.
 - 7.6.11 not disclose the personal information of any user of the Wonderful Service without their express consent;
 - 7.6.12 not interrupt, disrupt or corrupt the Wonderful Service.

8 Gift Aid

8.1 Charities must be registered or exempt from registration with the Charities Commission in order to reclaim Gift Aid.

9 Our Intellectual Property

9.1 The Wonderful Service and our Website, and the intellectual property contained therein is owned by us or our licensors.

9.2 You may not use the Wonderful trademark without our express prior written consent.

9.3 There may be intellectual property of third parties contained on our Website.

9.4 You are not permitted to use any such content on our Website for commercial or any other purposes. You are granted no rights over such intellectual property by using the Wonderful Service.

9.5 We will take whatever measures we see fit to block your access to the Wonderful Service or our Website if we reasonably believe you are gathering or extracting content by any means for any purpose not approved by us in these Terms and Conditions or otherwise approved by us in writing.

10 Disclaimers and Limitation of Our Liability

10.1 Whilst we will make reasonable efforts to make the Service available at all times, we do not warrant that this will be the case.

10.2 The Service is provided on an "as is" and "as available" basis and you agree that your use of the Service is at your sole risk. We does not guarantee continuous, uninterrupted, error or virus free or secure access to the Service and operation of the Service may be interfered with by numerous factors outside of our control. On that basis, except as expressly set out in these Terms and Conditions, we do not enter into conditions, warranties or other terms in relation to the Service or this Agreement, and all terms implied by law, custom or otherwise are excluded to the fullest extent permissible by law.

10.3 We may suspend or interrupt the Service for maintenance, whether planned or otherwise. We may also amend the scope and the extent of the Service from time to time. We will use reasonable efforts to provide you with notice of any significant periods of maintenance and interruption to the Service and any changes to the Service that materially affect how you receive the Service.

10.4 Nothing in this Agreement excludes or limits our liability for death or personal injury or fraud (including fraudulent misrepresentation), or any other liability that cannot be excluded or limited by Relevant Laws.

10.5 We will have no liability to you for any indirect or consequential loss. We shall not be liable to you or any other person for any of the following losses: loss of profits, loss of business opportunity, loss of sales, loss of Donations, loss of gift aid, loss of revenue, loss of goodwill, loss of opportunity or for loss of any management time, whether such losses are direct or indirect. Subject to the foregoing part of this clause, we will only be liable for losses which are reasonably foreseeable to us.

10.6 In any event, our liability to you in connection with this Agreement or the Service (whether for breach of contract, tort (including negligence), breach of statute or otherwise) for any event or series of connected events shall be limited to the greater of £1,000 or an amount equal to 0.5% of the total Donations received by the Charity (in connection with the event or events promoted on our Website) during the preceding 12 months period ending on the date the circumstances giving rise to the liability first arose.

10.7 We shall not be liable to you (and shall be excused performance from affected obligations) if we are prevented, hindered or delayed in or from performing any of our obligations under this Agreement by any event which is beyond our reasonable control, including but not limited to Acts of God (including diseases, pandemics, natural disasters), government requests, changes of law, strikes, industrial disputes, riots, rebellion and wars, refusals of a grant of licence, natural disasters, fires, floods and sabotage, failure of supplies or third party equipment.

10.8 We do not seek to exclude any rights you may have under statute or regulation and which are not capable of being excluded by law.

11 General

- 11.1 These Terms and Conditions and the Agreement are governed by English law. Any dispute arising out of your use of the Service or otherwise in connection with the operation or interpretation of this Agreement, shall be resolved by and subject to the exclusive jurisdiction of the Courts of England and Wales.
- 11.2 We do not accept any obligation in favour of third parties (other than the Charity) and who have not accepted these Terms and Conditions. These Terms and Conditions are not intended to confer a benefit on any such third parties. A person who is not a party to these Terms and Conditions has no right to enforce any term of these Terms and Conditions.
- 11.3 You acknowledge that damages may not be an adequate remedy if you breach these terms, and that we may seek an injunction or other equitable relief in respect of such breach (without limitation to any other remedy that may be available to us).
- 11.4 Notices under this Agreement should be made in writing and sent by registered post or email to the following addresses:

Notices to Wonderful Organisation:

Address Carpenter Court, Maple Road, Bramhall Cheshire SK7 2DH

Email notices@wonderful.co.uk

Notices to the Charity:

Address : notified by Charity during the application process, or registered office

Email: notified by Charity during the application process.

- 11.5 These Terms and Conditions represent the entire agreement between Wonderful Organisation and the Charity and supersede and replace any other terms or representations made orally or in writing.
- 11.6 This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 11.7 Wonderful Organisation and you agree not engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption Law, including but not limited to the Bribery Act 2010.
- 11.8 We may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of our rights under this Agreement.

12 Term and Termination

- 12.1 This Agreement shall remain in effect for as long as we continue to provide the Service to you until either we or you terminate this Agreement.
- 12.2 You may terminate this Agreement at any time by giving us at least 30 days' prior written notice.
- 12.3 We may terminate this Agreement at any time (i) by 30 days' prior written notice to you, or (ii) immediately by written notice to you if we believe that continuation of this Agreement would be detrimental to Charities, Donors, Fundraisers or other Users.
- 12.4 We may suspend your use of the Service and/or terminate your account and the Agreement, in the event that you breach the terms of this Agreement or if there has been any unusual or suspicious activity that we reasonably believe is unlawful or in breach of the terms of this Agreement or is likely to cause harm or damage to any person. Any user of the Wonderful Service who breaches any term of these terms and conditions (including but not limited to the terms at paragraph 7.6) may be prevented from using the Wonderful Service or have their account suspended. We will have no liability to you if we suspend the Service to you or suspend your account. We usually do not enter into correspondence about any suspension of Service or the suspension of your account.
- 12.5 We may terminate this Agreement immediately if you commit a material breach of this Agreement or you commit a non-material breach of this Agreement and (where the breach is remediable) fail to remedy such breach within 30 days of written request.
- 12.6 Should either party receive regulatory, governmental or any other judicial or banking partner or payment provider instruction or notice to suspend or terminate the Wonderful Service, the party affected may terminate this Agreement without notice.

Schedule – Data Protection Agreement

- (a) This Schedule forms part of the Agreement.
- (b) The definitions in paragraph 2.1 of the main body of the Agreement shall apply to this Schedule. In addition, the following definitions shall apply to this Schedule.
 - (i) **Data Protection Legislation** means all data protection and privacy legislation in force from time to time applicable to this Agreement or its subject matter including UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any successor or replacement legislation;
 - (ii) **Data Controller, Data Processor, Personal Data Breach, Data Subject** and **Personal Data** have the meanings as defined in the Data Protection Legislation;
 - (iii) **GDPR** the General Data Protection Regulation ((EU) 2016/679);
 - (iv) **Wonderful Group Company** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Wonderful, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
 - (v) **Wonderful Personnel** means all staff, contractors, employees, agents, subcontractors and sub-processors of Wonderful Organisation;
 - (vi) **Party** shall mean either Wonderful Organisation or the Fundraiser;
 - (vii) **Fundraiser Personal Data** shall mean Personal Data in so far as it relates to, is generated or provided by the Fundraiser and is processed by Wonderful Organisation on behalf of the Fundraiser pursuant to the Agreement;
 - (viii) **Sub-processor** means any person (excluding any employee of Wonderful or employee of any of its sub-contractors) appointed by or on behalf of Wonderful to process Fundraiser Personal Data on behalf of Wonderful in connection with the Agreement;
- (c) Annex A sets out the scope, nature and purpose of processing by Wonderful Organisation, the duration of the processing and the types of the Fundraiser Personal Data and categories of Data Subject.
- (d) Fundraiser will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Fundraiser Personal Data to Wonderful Organisation and continued processing by Wonderful Organisation for the duration and purposes of the Agreement.
- (e) Wonderful Organisation shall, in relation to any the Fundraiser Personal Data processed in connection with the performance by Wonderful Organisation of its obligations under the Agreement:
 - (i) process that Personal Data only on the written instructions of the Fundraiser unless Wonderful Organisation is required by (i) Relevant Laws or (ii) any laws (other than Relevant Laws) of the UK or any member of the European Union or by the laws of the European Union applicable to Wonderful Organisation to process Personal Data (“Applicable Laws”). Where Wonderful Organisation is relying on

Relevant Laws or Applicable Laws as the basis for processing Personal Data, Wonderful Organisation shall promptly notify the Fundraiser of this before performing the processing required by the said laws unless those laws prohibit Wonderful Organisation from so notifying the Fundraiser;

- (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Fundraiser Personal Data and against accidental loss or destruction of, or damage to, the Fundraiser Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting the Fundraiser Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to the Fundraiser Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (iii) ensure that all Wonderful Personnel who have access to and/or process the Fundraiser Personal Data are obliged to keep the Fundraiser Personal Data confidential; and
 - (iv) not transfer any the Fundraiser Personal Data from the UK to outside of the European Economic Area or to an International Organisation unless the prior written consent of the Fundraiser has been obtained and the following conditions are fulfilled:
 - (A) the Fundraiser or Wonderful Organisation has provided appropriate safeguards in relation to the transfer (or the country or territory or international organisation (as applicable) to which the Personal Data is transferred is the subject of a positive decision of adequacy, that is, the European Commission has determined that it ensures an adequate level of protection);
 - (B) the data subject has enforceable rights and effective legal remedies;
 - (C) Wonderful Organisation complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Fundraiser Personal Data that is transferred; and
 - (D) Wonderful Organisation complies with documented instructions notified to it in advance by the Fundraiser with respect to the processing of the Fundraiser Personal Data;it being acknowledged and agreed that Wonderful will process Personal Data (including Personal Data) originating in the UK on the terms of this Schedule in order to provide the Service and perform the Agreement;
 - (v) assist the Fundraiser, at the Fundraiser's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Fundraiser without undue delay on becoming aware of a Personal Data breach relating to the Fundraiser Personal Data;
 - (vii) at the written direction of the Fundraiser, delete or return the Fundraiser Personal Data and copies thereof to the Fundraiser on termination of the agreement unless required by Applicable Laws to store the Personal Data; and
 - (viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 3 and allow for audits by the Fundraiser or the Fundraiser's designated auditor.
- (f) Wonderful Organisation may appoint sub-processors who meet its objective standards for security and compliance with Relevant Laws provided that Wonderful Organisation has entered into an agreement with the relevant Sub-processor imposing the same data protection obligations on the Sub-processor as set out in this Schedule. Wonderful Organisation shall notify the Fundraiser if there are any changes to the criteria for appointing sub-processors and provide the Fundraiser a reasonable period to object to such changes.
- (g) Wonderful Organisation may appoint other Wonderful Group Companies as Sub-processors in order to provide services under the Agreement. Wonderful agrees that it has entered or (as the case may be) will enter into a written agreement with such Wonderful Group Company imposing the same data protection obligations on such Wonderful Group Company as set out in this Schedule prior to any appointment. As between the Fundraiser and Wonderful Organisation, Wonderful Organisation shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Schedule.

Annex A

Data Processing

1. Subject matter of Processing - The Fundraiser Personal Data to be processed by Wonderful Organisation pursuant to the Agreement concerns the Service as set out in the Agreement.

2. Duration of the Processing - The Fundraiser Personal Data to be processed under the Agreement shall be processed for the duration of the Agreement.

3. Nature and purposes of the Processing - The Fundraiser Personal Data to be processed under the Agreement shall be processed for the following nature and purpose: to provide the Service supplied under the Agreement.

4. Type of Personal Data - The Personal Data to be processed by Wonderful Organisation pursuant to the Agreement concerns the following type of Personal Data:

- Addresses;
- Email addresses;
- Phone numbers;
- Login / credentials;
- System access / usage / authorisation data;
- Cookies / IP addresses.

5. Categories of Data Subjects - The Personal Data to be processed under the Agreement concern the following categories of Data Subjects:

- Users of the Service;
- Contacts at Fundraising Events.