

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

1 Introduction

- 1.1 These Terms and Conditions (together with your sign-up order form, when accepted by us, for the services below, which together form the “Agreement”) govern the supply of the Wonderful Payments services under this Agreement by Wonderful Payments Limited (“Wonderful Payments”, “we”, “us”, “our”) to the charities approved by us under this Agreement (“Charity” “you”, “your”). 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 payment service to the Charity to enable the Charity to collect Donations from its Donors.
- 1.3 We aim to provide a first class service to all of our users and each charity who signs up to use the 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.
- 1.4 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.
- 1.5 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.
- 1.6 Please be aware that by installing and using the Wonderful Payments service, you are accepting and agreeing to these Terms and Conditions.
- 1.7 Wonderful Payments Limited is incorporated in England and Wales, registered number is 12601267, registered office Carpenter Court, Maple Road, Bramhall, Cheshire SK7 6DH.

2 Terms used in this Agreement

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

Charity, you or your : as defined in paragraph 1.1;

Donations : means charitable donations made by Donors to the Charity via our Service;

Donor(s): a person who donates to the Charity via our Service (through the Charity’s website and/or via a button on Wonderful.Org);

Fundraiser: a fundraiser who solicits or procures Donations for the Charity through Wonderful.Org.

Open Banking: means a secure and simple 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 : means our Open Banking payment services that enable Donors to make Donations to the Charity;

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

Wonderful.Org : means the website at www.wonderful.org, operated by Wonderful Organisation, being a website for fundraisers to raise funds for nominated charities.

Wonderful Payments (also referred to as **We, Us, Our**): means Wonderful Payments Limited.

User(s): means any end user of the Wonderful Payments service including, but not limited to, Donors, Charities and Fundraisers.

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 through the Services;

Wonderful Payments Website or our Website: means the website at wonderful.co.uk;

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.

- 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 charge you a small flat transaction fee to the Charity of [10p plus VAT per Donation] for using the Service on your website (by accepting Donations from any Donor through the Service via a Donate Button on your website) or any other location where you place a Donate Button or link to Donate Button. We do not charge a fee when Donations are made via [Wonderful.org](https://wonderful.org) in relation to a fundraising event featured on [Wonderful.org](https://wonderful.org).

- 3.2 We do not charge the Donor any fees at all for using the Service or for donating to the Charity.

4 Charities

- 4.1 We shall comply with all Relevant Laws including laws which are applicable to fundraising activities in the United Kingdom which shall include, without limitation, the Charities Act 1992, the Charities Act 2011 and the Charitable Institutions (Fundraising) Regulations 1994 ("Fundraising Laws").

- 4.2 You agree to comply with all Fundraising Laws that are applicable to your activities in connection with your use of the Service and all other Relevant Laws.

- 4.3 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.

- 4.4 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.

- 4.5 You agree that you will not do anything that would damage the name or reputation of Wonderful Payments and that you are not aware of any facts or circumstances that would be likely to bring the name of Wonderful Payments into disrepute through our association with you.

- 4.6 Data Protection: Each party 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. The parties agree and acknowledge that Wonderful Payments will not process personal data on behalf of the Charity as processor.

5 Donations

- 5.1 The Service allows Donors to donate to the Charity via a secure Donate Button on the Charity's website or through a URL that the Charity may place on emails/correspondence with potential Donors.
- 5.2 Whilst we insist on the Charity to comply with relevant Relevant Laws, we do not monitor or control how Donor's donations are used by the Charity. If a Donor wishes their funds to be used for a specific purpose, we recommend that they liaise directly with you.
- 5.3 You shall receive and use Donations in accordance with all Relevant Laws. You acknowledge that we are not required, and have no obligations under this Agreement, to provide any information to Donors on how their Donations are used.
- 5.4 We will not be liable to you or any other person (including Fundraisers, Donors or Users) for any misuse of funds by you, or any application of funds in ways not contemplated by Donors.
- 5.5 We do not receive Donations. Open Banking ensures all Donations are made between the Donor's bank account and the Charity's bank account. Wonderful Payments will not be liable for any refunds to the Donor under any circumstances.

6 Onboarding

- 6.1 Prior to our accepting you to use the Service to receive Donations, 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 Both Wonderful Payments and the Charity agrees 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.

7 Charity Obligations

- 7.1 The Charity shall, when using the Service:
 - 7.1.1 ensure that the Service is only accessed by you or persons you have authorised. You and any authorised person must keep login details, passwords, and any other security measures associated with your 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.
 - 7.1.2 not upload offensive, obscene, racist or defamatory materials, anything which may reasonably cause offence, or anything which is a misrepresentation of fact during the onboarding process or at any time.
 - 7.1.3 not disclose the personal information of any user of the Wonderful Payments service without their express consent;
 - 7.1.4 not try to interrupt, disrupt or corrupt the Wonderful Payments service;
 - 7.1.5 Ensure any content uploaded is free of viruses, malware, Trojan horses or other malicious programmes or code.
- 7.2 The Charity is solely responsible and liable for all acts and omissions of Donors (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, late arrival of funds and settlement with Donors.
- 7.3 The Charity is responsible for all sales, marketing and account management in relation to Donors and their use of the Charity's website. We shall have no responsibilities or obligations in connection with such matters or any obligations to procure Donors, Donations or Fundraisers for the Charity.

- 7.4 The Charity is responsible for the training of Users in relation to the use of the Service and any associated link provided to the Charity for use on your website.
- 7.5 We may suspend your use of the Service (or any User who you have authorised to use the Service) and/or terminate your account and the Agreement, in the event that you or such User has breached the terms of this Agreement (including but not limited to the terms at paragraph 6.1) or we reasonably believe that a breach is likely to occur.

8 Gift Aid

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

9 Our Intellectual Property

- 9.1 Our Service and Website, and the intellectual property contained therein, including the name and trade mark Wonderful, 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 Payments service.
- 9.5 We will take whatever measures we see fit to block your access to the Wonderful Payments 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 Charity agrees that the Service is provided on an "as is" and "as available" basis and that its use of the Service is at the Charity's 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 the Charity or any other person (including any Donor, Fundraiser or other User) 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 the total fees paid under this Agreement by the Charity 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 Payments:

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 Payments and the Charity and supersede and replace any other terms or representations made orally or in writing.
- 11.6 This Agreement is personal to the Charity and the Charity 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 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 the Charity terminates 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 the Charity, or (ii) immediately by written notice to the Charity if we believe that continuation of this Agreement would be detrimental to other charities, our Users and any Donors.
- 12.4 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.
- 12.5 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 Payments service, the party affected may terminate this Agreement without notice.
- 12.6 We agree that we will provide the Charity with details of any voluntary scheme for regulating fundraising or fundraising standard that we have undertaken to be bound by for the purpose of the Agreement.
- 12.7 As a professional fundraiser, we will, as required by Relevant Laws, take steps that are within our control to protect vulnerable people and other members of the public from the following behaviour when undertaking fundraising activities to which this Agreement relates:
- 12.7.1 unreasonable intrusion on a person's privacy;
 - 12.7.2 unreasonably persistent approaches for the purpose of soliciting or otherwise procuring money or other property; and
 - 12.7.3 placing undue pressure on Donors to give money or other property;
- namely, where it comes to our attention that a Fundraiser who uses the Wonderful Payments service to procure Donations has carried out such activity, we will suspend the Service to such Fundraiser.
- 12.8 You are required to take steps to monitor compliance by us and any professional fundraiser who acts on your behalf with the requirements set out in paragraph 12.7.