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**Spotlight Faith Group’s Terms and Conditions for Charities**

Please read these Terms and Conditions carefully. By applying to be (and continuing to be) a member of the Spotlight Faith Group platform, each charity and similar organisation (each a “Charity” for the purposes of these Terms and Conditions) are agreeing to these Terms and Conditions. If the Charity does not wish to be bound by these Terms and Conditions, the Charity should not continue to use or access any of the Spotlight Faith Group Services (as defined below).

Spotlight Faith Group operates its business in several countries, and, Sections 1 to 15 of these Terms and Conditions (the “core terms”) apply to all Charities, wherever they are located. Different and additional terms (displayed after the core terms) may apply depending on the type of Charity and where a Charity is based, as described below. Please click here for the additional terms of service in <Africa>,  <United Kingdom>, or  <Rest of the World>.

Spotlight Faith Group is a trading name of the local Spotlight Faith Group entity as set out in the country-specific terms. Spotlight Faith Group operates various online tools and services, including a website at [www.spotlightfg](http://www.spotlightfg)ocio.co.UK ,  which allows users to create fundraising pages, for users to donate to those pages and for Charities to access data about those pages (together, the "Spotlight Faith Group Services"). The Terms and Conditions govern Charity's use of the Spotlight Faith Group Services.

Please note that separate terms and conditions apply (in addition to these Terms and Conditions) for the use of certain Spotlight Faith Group products or services, such as APIs.

Spotlight Faith Group may change or update these Terms and Conditions from time to time. The current version of the Terms and Conditions will be available on [www.spotlightfgocio.co.UK](https://www.justgiving.com/) . It is Charity's responsibility to access and check these Terms and Conditions whenever the Charity accesses or uses the Spotlight Faith Group Services. The latest version of these Terms and Conditions will govern any re usage by the Charity of the Spotlight Faith Group Services.

These Terms and Conditions supersede and replace all previous versions of the Terms and Conditions.

**1. Term & Membership**

1.1 For these Terms and Conditions, "Commencement Date" shall mean the date from which the Charity is notified that the Charity has been successfully registered to use the Spotlight Faith Group Services (which shall be at Spotlight Faith Group’s sole discretion). Spotlight Faith Group shall provide the Spotlight Faith Group Services to the Charity, and the Charity shall comply with these Terms and Conditions until the membership is validly terminated.

1.2 Membership is for a minimum period of one (1) month from the Commencement Date and from month to month until terminated by written notice by either party to the other, by Section 10.1 below. Please see Section 10 of these Terms and Conditions for further termination provisions.

**2. Spotlight Faith Group’s Obligations**

**Donations and Charity Trust Funds Account**

2.1 Spotlight Faith Group will maintain the Charity Trust Funds Accounts at the Bank of United Kingdom. These are trust bank accounts in which monies (other than the interest accruing on such monies) are held in trustfor the Charity and do not belong to Spotlight Faith Group.

2.2 Spotlight Faith Group will operate the Spotlight Faith Group Services so that donors can make online donations by credit or debit card, or by any other payment method made available by Spotlight Faith Group, through a Fundraising Page set up for the Charity or on Charity's area on the Spotlight Faith Group website. For UK -registered Charities on the ‘starter plan’, for which no monthly subscription fee is payable, the Spotlight Faith Group Services will be limited to providing Spotlight Faith Group Campaign pages. For all Charities, use of the Spotlight Faith Group Services is on an "as is" and "as available" basis. Whilst Spotlight Faith Group cannot promise trouble-free use, service continuity suggests that the Spotlight Faith Group Services are reliable.

2.3 Spotlight Faith Group will set up arrangements to ensure that all donations received by Spotlight Faith Group (after deduction of bank processing charges, Spotlight Faith Group's transaction fees  and applicable sales taxes, as described in Section 6) are:

2.3.1 paid into a Charity Trust Funds Account and are held in trust for the Charity; and

2.3.2 paid out by automated bank transfer from the Charity Trust Funds Account to the Charity's validated bank account. For Charities on the starter plan, these payments will be made monthly. For all other Charities, these payments will be made weekly for payments in GBP of £100 or more, fortnightly for payments in AUD or HKD, and monthly for payments in GBP of amounts less than £100 or in a currency other than GBP, AUD or HKD.

2.4 Spotlight Faith Group will provide information systems design, testing and verification standards and requirements by good industry practice to ensure that donors' credit cards and debit cards are debited, and the Charity Trust Funds account is credited securely.

**Support and Donation Acknowledgements**

2.5 Spotlight Faith Group will send prompt e-mail acknowledgements to donors regarding each donation made to the Charity via the Spotlight Faith Group Services.

2.6 Spotlight Faith Group will respond to fundraisers' and donors' account enquiries that it receives.

**Personal Information**

2.7 Spotlight Faith Group will capture personal information including but not limited to the fundraiser's and the donor's name, title, address and email address ("Personal Information") at all times by local privacy laws, regulatory requirements and guidance as updated and amended from time to time including such laws, regulatory requirements and guidance applicable in the territory where donors and fundraisers access the Website ("Local Privacy Laws") and protect and secure such information. Charities should refer to the  <Spotlight Faith Group Terms of Service>,  <Spotlight Faith Group Privacy Policy> and the  <Spotli, get Faith Group Cookies Policy> for more detail about how Spotlight Faith Group operates its services, processes Personal Information and uses cookies. To avoid doubt, this Section 2.7 does not imply that Spotlight Faith Group will share such information with them. Still, selected Personal Information shall be shared with Charity in the Section the9 below.

2.8 To the maximum extent possible under applicable law, Spotlight Faith Group will abide by the instructions of all fundraisers and donors regarding their Personal Information.

2.9 Subject to the Charity paying the Fees under Section 6 below, Spotlight Faith Group will provide all Charities, except those on the starter plan, with access to a secure, password- and PIN-protected account on the Website where the Charity can view and download details of donations made to the Charity, details of payments made by Spotlight Faith Group to the Charity and updates on the fundraiser and donor details (“Charity Account”), all such information to be provided by Spotlight Faith Group in strict compliance with:

2.9.1 the applicable Local Privacy Laws as they apply to the relevant fundraisers and donors.

2.9.2 the privacy laws referred to in the country-specific terms relevant to the Charity; and

2.9.3 any other privacy laws, regulatory requirements and guidelines relevant to the processing of Personal Information throughout the world (together, "**Global Privacy Laws**").

2.10 Spotlight Faith Group will not sell, trade, or rent Personal Information to third parties.

**Records and Audit Requirements**

2.11 Spotlight Faith Group will keep proper records of all donations and income receive. Expenses incurred for such period as may from time to time be required by the applicable local governmental revenue bond, and maintain records which relate to the Charity and the performance of the obligations hereunder (to which the Charity may, subject to the Global Privacy Laws, have access and take photocopies of at its own expense on request and at reasonable times).

2.12 Spotlight Faith Group will, via the Charity Account, provide each Charity (aside from Charities on the starter plan) with the ability to download reports outlining: the number of donations received, the value of the gifts received, and (where applicable) the transaction fees deducted from the total donations by Section 6.

**Site Maintenance and Miscellaneous**

2.13 Spotlight Faith Group will comply at all times with all applicable laws and applicable authority, licence, permit or registration requirements.

2.14 Spotlight Faith Group will undertake planned maintenance and upkeep of the Spotlight Faith Group Services.

**Intermediary**

2.15 Spotlight Faith Group, as operator of the Spotlight Faith Group Services, acts as an intermediary between the Charity and the individual users of the Spotlight Faith Group Services. Whilst the Charity and the personal user information resides on the Spotlight Faith Group Services, Spotlight Faith Group does not check or exercise any editorial control over the content of such information, save as required by applicable local laws. Infosight Faith Group is made aware of or knows of knows activity or information on the Spotlight Faith Group Services; Spotlight Faith Group shall promptly act to remove or disable access to the information. Spotlight Faith Group is not be liable to the Charity as a result of due intermediary and is not required to notify the Charity of any such removal or disablement of access to information.

**3. Charity’s Obligations - General**

3.1 The Charity will ensure that all content (including text and images) supplied by it to Spotlight Faith Group for display on the Spotlight Faith Group Services or which it posts on any of the Spotlight Faith Group Services (including, in each case, links to any third party sites or content) will not violate any law or regulation or be defamatory, misleading, obscene or breach any intellectual property rights of a third party or breach any right of or duty owed to a third party.

3.2 The Charity will provide written confirmation to Spotlight Faith Group of any donations (including any Gift Aid reclaimed on the same) that it permits Spotlight Faith Group to reimburse the donor. Spotlight Faith Group will not perallowfunds without prior written consent from the Charity, uness required by applicable local laws.

3.3 Subject to applicable local laws, the Charity will permit Spotlight Faith Group to deduct such refunds and any chargebacks arising, from subsequent donations payable to the Charity. Should no donations arise within one (1) week of the refund or chargeback, Spotlight Faith Group reserves the right to invoice the Charity for the refunds and chargebacks, and the Charity agrees to settle that invoice within one (1) month of the invoice date.

3.4 The Charity will maintain the necessary authority, permit, licence, consent, approval and registration for it to fundraise (and, where applicable, for Spotlight Faith Group to fundraise on its behalf) by applicable local laws and if Spotlight Faith Group needs any such authority, permit, licence, consent, approval or registration for it to fundraise on behalf of the Charity then the Charit,y will, at no cost to Spotlight Faith Group, provide all such assistance as Spotlight Faith Group reasonably requires to assist Spotlight Faith Group with the same.

3.5 The Charity will inform Spotlight Faith Group immediately if, for any reason, it:

3.5.1 ceases to carry on operating for charitable purposes;

3.5.2 is found to be engaged in any corrupt or immoral practices;

3.5.3 is subject to any investigation or inquiry which could result in the necessary authority, permit, licence, consent, approval and registration for it to operate as a charity in accordance with applicable local laws being suspended, revoked or withdrawn; or

3.5.4 ceases to have the necessary authority, permit, licence, consent, approval and/or registration for it to operate as a charity in accordance with applicable local laws.

3.6 The Charity will promptly provide any information reasonably requested by Spotlight Faith Group in order for Spotlight Faith Group to be able to provide the Spotlight Faith Group Services to the Charity effectively.

3.7 The Charity will ensure that, in each case where a donor is advised that his/her donation will be used for a specific purpose, appeal or outcome (including but not limited to all Spotlight Faith Group Campaign pages), the donation is used only for that specific purpose, appeal or outcome.

3.8 The Charity will comply with all applicable laws and regulations in its use of the Spotlight Faith Group Services.

3.9 The Charity will maintain the security and confidentiality of any passwords and PINs provided by Spotlight Faith Group for the purpose of accessing the Charity Account and shall not share these passwords or PINs with any third party. Spotlight Faith Group shall not be liable for and accepts no responsibility for misuse of any Charity Account.

3.10 The Charity represents, warrants and undertakes to Spotlight Faith Group that:

3.10.1 these Terms and Conditions have been accepted and agreed to by a sufficient number of its duly authorised representatives; and

3.10.2 any documents provided to Spotlight Faith Group as part of the Charity’s application for registration or maintenance of such registration) have been or shall be executed by a sufficient number of its duly authorised representatives.

**4. Charity’s Obligations – Data Protection and Direct Marketing**

4.1 To the extent that the Charity’s use of the Spotlight Faith Group services results in access to any Personal Information, the Charity will:

4.1.1 at all times assist with the responsibilities of Spotlight Faith Group, as a data controller responsible for determining how the Personal Information is processed under the provisions of the Global Privacy Laws;

4.1.2 not do, or cause or permit to be done, anything which may result in a breach by Spotlight Faith Group of the Global Privacy Laws and comply with all reasonable instructions from Spotlight Faith Group relating to the processing by the Charity of such Personal Information.

4.1.3 comply with the Local Privacy Laws in respect of the Charity's collection, use, disclosure or processing of the Personal Information;

4.1.4 abide by the lawful instructions of all data subjects in respect of the Personal Information and not do anything to compromise the security of such information;

4.1.5 not sell, trade or rent Personal Information to third parties;

4.1.6 hold the Personal Information securely and not disclose it to anyone other than Spotlight Faith Group, as agreed to by the data subject and/or as permitted by Global Privacy Laws;

4.1.7 implement adequate security, technical and organizational measures against all unauthorized, unlawful or accidental access, processing, use, erasure, loss or destruction of, or damage to, Personal Information in accordance with Global Privacy Laws, and abide by Spotlight Faith Group's reasonable requirements to ensure the security of the Personal Information as notified to the Charity from time to time;

4.1.8 use Personal Information appropriately and only for the specific purposes as notified to the Charity from time to time, including by way of the applicable privacy policy available on Spotlight Faith Group's Website; and

4.1.9 not retain any Personal Information for longer than is necessary.

4.2 In addition to its obligations under Section 4.1 above, if the Charity’s use of the Spotlight Faith Group services results in access to any Personal Information and the fundraiser or donor has agreed to receive marketing communications from the Charity (as will be reflected in the Charity Account), the Charity will only send marketing communications to the fundraiser or donor to the extent that the fundraiser or donor:

4.2.1 has indicated their preference to receive such communications; and

4.2.2 has not indicated a preference or otherwise asked to stop receiving such communications. This includes the fundraiser or donor clicking an unsubscribe link or registering with any applicable preference service (which the Charity agrees it shall, to the extent it is required to do so, check before sending any communications).

Where use of the Spotlight Faith Group services results in access to any Personal Information relating to a fundraiser but that fundraiser has not agreed to receive marketing communications from the Charity, as will be reflected in the Charity Account, the Charity shall only communicate with that fundraiser in relation to their specific fundraising page and shall not (unless separate consent is obtained by the Charity) communicate with that person for any other purpose (including marketing).

4.3 The Charity shall be liable for and indemnify Spotlight Faith Group, its successors and assigns against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by Spotlight Faith Group which arise (directly or indirectly) out of or in connection with any breach of Sections 4.1 or 4.2 by the Charity.

**5. Intellectual Property Rights and Licence**

5.1 All intellectual property rights in the Spotlight Faith Group Services and any material (including text, photographs and other images, trademarks and logos) contained in the Spotlight Faith Group Services are either owned by Spotlight Faith Group or have been licensed to Spotlight Faith Group by the rights owner(s) for use as part of providing the Spotlight Faith Group Services. Nothing in these Terms and Conditions shall operate as an assignment of any such intellectual property rights. Spotlight Faith Group hereby grants to the Charity a personal, non-exclusive, non-transferable, royalty-free licence for the Charity to use the Spotlight Faith Group Services for the sole purpose for which they are provided and in accordance with these Terms and Conditions.

5.2 The Charity hereby grants to Spotlight Faith Group, its affiliates and its partners a non-exclusive, worldwide and royalty-free licence to use its name and logo in connection with the performance and promotion of the Spotlight Faith Group Services.

5.3 The licences in Sections 5.1 and 5.2 shall terminate automatically on valid termination of the Charity's membership in accordance with Section 10 below.

5.4 The Charity shall be liable for and shall indemnify Spotlight Faith Group, its successors and assigns against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by Spotlight Faith Group which arise (directly or indirectly) out of or in connection with any third party demand, claim or action alleging infringement of the third party’s intellectual property rights.

**6. Fees**

In consideration of using the Spotlight Faith Group Services, the Charity shall pay the subscription and transaction fees set out in this Section 6 to Spotlight Faith Group together with any other fees set out in the country specific terms below (together, the “**Fees**”).

**Subscription Fees**

6.1 A subscription fee may apply, as set out in the relevant country specific terms. If applicable, the subscription fee shall be payable monthly via automated bank transfer. Spotlight Faith Group retains the right to suspend the Charity’s use of the Spotlight Faith Group Services at any time should collection of this amount not be successful for any reason or the Charity does not pay any other amount due to Spotlight Faith Group under these Terms and Conditions for any other reason. In this situation, the Charity will only be granted access to the Spotlight Faith Group Services upon receipt of any outstanding subscription fees.

**Transaction Fees**

6.2 The Charity shall pay to Spotlight Faith Group a transaction fee on each donation which is comprised of:

6.2.1 the cost to access the necessary payment card infrastructure via a payment gateway or other electronic service to process payments on behalf of the Charity which is determined at market rates and varies by payment type and payment processor (“Payment Processing Fee”); and

6.2.2 except where otherwise specified in the relevant country specific terms below, a platform fee of a percentage of the gross donation (“Platform Fee”).

6.3 The Charity hereby authorises Spotlight Faith Group, subject to applicable local laws, to deduct the Platform Fee (if applicable) together with applicable sales taxes and the Payment Processing Fee from each donation before paying the balance to the Charity in accordance with Section 2.3 above.

6.4 The Spotlight Faith Group Services may include an option for a donor to pay the Platform Fee instead of the Charity.  If a donor chooses this option, the full amount of the donation will be paid to the Charity after the deduction of the applicable Payment Processing Fee (and applicable sales taxes), and Spotlight Faith Group will retain the Platform Fee paid by the donor.

6.5 For more information about Spotlight Faith Group’s transaction fees, please see https://www.spotlightfgocio.co.UK /info/fees-2019-march (as this page may be changed or updated from time to time).

6.6 Spotlight Faith Group may offer the Charity the option of implementing a deep link to power its fundraising activities (for example, on its website or in emails to donors) (“Deep Link”), which will permit donations to be processed via Spotlight Faith Group’s payment services without the deduction of any Payment Processing Fees (“Giving Checkout Offer”). Instead, a donor will be given the option of making a voluntary contribution to Spotlight Faith Group to cover the costs of operating the fundraising platform, including the payment processing charges. If the Charity participates in the Giving Checkout Offer, Spotlight Faith Group will not charge the Charity the Payment Processing Fees on any donation processed via the Deep Link, and accordingly Spotlight Faith Group will pay the full amount of each such donation to the Charity after deducting any applicable Gift Aid Service Fees. Spotlight Faith Group reserves the right to withdraw the Giving Checkout Offer (on a standard or individual basis) at any time in respect of any or all Charities and recommence the charging, and the deduction, of the Payment Processing Fees on all such external donations, subject to notifying the relevant Charity or Charities in advance. For the avoidance of any doubt, if the Charity participates in the Giving Checkout Offer, it will still be charged the Payment Processing Fees on donations processed on its behalf on the website [www.spotlightfgocio.co.UK](https://www.justgiving.com/) .

**7. LIABILITY**

7.1 SPOTLIGHT FAITH GROUP DOES NOT, AND NOTHING IN THESE TERMS AND CONDITIONS SHALL ACT TO, EXCLUDE OR LIMIT SPOTLIGHT FAITH GROUP’S OR THE CHARITY’S LIABILITY: (I) FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE; (II) FRAUD; (III) UNDER ANY INDEMNITY CONTAINED IN THIS AGREEMENT; OR (IV) ANY OTHER LIABILITY WHICH MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED.

7.2 The Charity agrees that the Spotlight Faith Group Services are provided on an "as is" and "as available" basis and that its use of the Spotlight Faith Group Services is at the Charity's sole risk. Spotlight Faith Group does not guarantee continuous, uninterrupted, error or virus free or secure access to our Services and operation of the Spotlight Faith Group Services may be interfered with by numerous factors outside of Spotlight Faith Group’s control. On that basis, except as expressly set out in these Terms and Conditions, Spotlight Faith Group does not enter into conditions, warranties or other terms in relation to the Spotlight Faith Group Services, and they are excluded to the fullest extent permissible by law.

7.3 Subject to Section 7.1, in no event shall Spotlight Faith Group be liable (whether for breach of contract, negligence or for any other reason) for any loss or damage which the Charity may claim to have suffered by reason of its (or any donor, fundraiser or other user) accessing and use of (or inability to access and use) the Spotlight Faith Group Services or any part of them, including (but not limited to) loss of profits, exemplary or special damages, loss of sales, loss of donations, loss of Gift Aid, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, incidental consequential or special loss, however arising.

7.4 Spotlight Faith Group may change the format and content of the Spotlight Faith Group Services from time to time. In particular, the Charity should refresh its browser each time it visits the Website to ensure that the Charity downloads the most up to date version of the Website, including the latest version of these Terms and Conditions.

7.5 Subject to the other terms of this section 7, the total aggregate liability of Spotlight Faith Group arising under or in connection with the Charity (or any donor, fundraiser or other user) accessing and using the Spotlight Faith Group Services and inability to access or use the Spotlight Faith Group SERVICES shall be limited to the total fees paid under these Terms and Conditions by the Charity during the preceding 12 months period ending on the date the circumstances giving rise to the liability arose.

7.6 Some countries do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages which means that some of the above limitations may not apply to Charities based on those countries. In these countries, Spotlight Faith Group's liability will be limited to the greatest extent permitted by law.

**8. Insurance**

Each party must at all times maintain such adequate insurances as are required by local applicable laws or as are customary for the parties to an agreement of the nature of these Terms and Conditions to maintain in the local marketplace.

**9. Confidential Information**

During the term of the Charity's membership and for a period of seven (7) years thereafter, the parties shall treat as strictly confidential all information about the other which has been acquired as a result of the use of Spotlight Faith Group's Services and which is not in the public domain. 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 Section 9 shall survive termination of these Terms and Conditions.

**10. Termination**

10.1 In accordance with Section 1 above, notice of cancellation should be received no later than the 5th day of the final month that a Charity wishes to remain as a member Charity (or the preceding Friday where the 5th day falls on a weekend or national holiday) and all notices from a Charity must include the Charity’s full name and registered charity number. Such notice shall be deemed to have been received within five (5) business days if posted (att: finance department) and within twenty-four (24) hours if emailed ([[email protected]](https://www.justgiving.com/cdn-cgi/l/email-protection)). Cancellation notices received after the 5th day of a given month (or the preceding Friday, where relevant) will usually be processed the same month, but this cannot be guaranteed. Please note that cancelling a direct debit that has been set up to pay the subscription fee described in Section 6 is not sufficient to cancel a Charity membership; so that Spotlight Faith Group can process a cancellation request accurately and on time, post or email notice must also be provided to Spotlight Faith Group in accordance with this Section 10.1.

10.2 In addition to the rights of each party under Sections 1 and 10.1 above, each party will have the right to terminate the use (and provision) of the Spotlight Faith Group Services with immediate effect by notice in writing when, and at any time after, the other party commits an act of default (as defined below) or commits any act or threatens to do any act the direct result of which is to damage or is likely to damage the reputation of the other party. An act of default by either party shall occur if:

10.2.1 the party is wound up or a liquidator or examiner is appointed;

10.2.2 an administration order is made in relation to the party or a receiver or an administrative receiver is appointed over or an encumbrancer takes possession of or sells all of the party's assets;

10.2.3 the party makes an arrangement or composition with its creditors generally;

10.2.4 the party ceases or threatens to cease to carry on its business;

10.2.5 any event analogous to the events listed in Sections 10.2.1 - 10.2.4 (inclusive) occurs in any territory in relation to the party or any step towards any such event or analogous event is taken by any person and not promptly dismissed or reversed.

10.3 In addition to its rights under Sections 1, 10.1 and 10.2 above, in the event that the Charity materially breaches any of these Terms and Conditions or if Spotlight Faith Group reasonably considers that any of the events listed in Sections 3.5.1, 3.5.2, 3.5.3 or 3.5.4 apply (or are likely to apply), Spotlight Faith Group may, at its sole discretion, without notice and with no liability to the Charity do one or both of the following:

10.3.1 suspend or terminate the Charity's access to the Spotlight Faith Group Services;

10.3.2 suspend any payments due to the Charity under Section 2.3.

10.4 To the maximum extent permitted by applicable law Spotlight Faith Group, in any event, reserves the right to withdraw the Spotlight Faith Group Services (or any part of them) from public access at any time, at its complete discretion.

**11. Suspension of Spotlight Faith Group Services**

Spotlight Faith Group may, in its sole discretion, without liability to the Charity, suspend the operation of any of the Spotlight Faith Group Services in full or in part at any time, for example but without limitation for repair or maintenance work or in order to update or upgrade the contents or functionality of the Spotlight Faith Group Services from time to time.

**12. Notices and Entire Agreement**

12.1 Notices referred to above should be made in writing and sent by registered post to the addresses given in the applicable country specific terms or, in the case of notices to be sent by or to Spotlight Faith Group, by email to  info@potlightfgocio.co.uk.

12.2 These Terms and Conditions represent the entire agreement between Spotlight Faith Group and the Charity and supersede and replace any other representations made orally or in writing.

**13. Third Party Rights**

A person who is not a party to these Terms and Conditions has no right to enforce any term of these Terms and Conditions.

**14. Grievances from employees, complaints handling process and dispute resolution**

**Grievances from employees**

14.1 Any grievances by employees of either party will be dealt with by that party.

**Complaint handling procedure**

14.2 Spotlight Faith Group will promptly respond to any complaints from fundraisers or donors concerning the Spotlight Faith Group Services.

14.3 Spotlight Faith Group will maintain records relating to complaints it receives.

**Dispute resolution**

14.4 If a dispute arises under these Terms and Conditions or concerning its subject matter, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. The nominated senior representatives of both parties must meet within five business days of the notice and try to resolve the dispute in good faith. If such a meeting does not take place or if five business days after the meeting the dispute remains unresolved, either party may pursue its rights at law.

14.5 Despite the existence of a dispute, each party must continue to perform its obligations under these Terms and Conditions.

14.6 Sections 14.4 and 14.5 do not restrict or limit the right of either party to obtain interim, protective or interlocutory relief, or to immediately terminate these Terms and Conditions where these Terms and Conditions provide such a right.

**15. Governing Law**

These Terms and Conditions and any contractual or non-contractual claim arising out of or in connection with a Charity’s use of the Spotlight Faith Group Services are governed by the law, and subject to the jurisdiction of the courts, of the country set out in the country specific terms.

**Additional terms for Charities in the United Kingdom**

The local Spotlight Faith Group entity and the company who provides the service to Charities based in the UK is Giving.com Limited, whose registered office is at 5 New Street Square, London, United Kingdom, EC4A 3TW (registration no. 3871904).

The following provisions apply in addition to (and in the event of any conflicts will prevail over) the core terms, and section numbers below relate to the corresponding sections in the core terms:

**Donations and Charity Trust Funds Account**

2.3 Spotlight Faith Group will set up arrangements to ensure that all Gift Aid received from HMRC is paid in accordance with Section 2.3 of the core terms (subject to having received the necessary information from HMRC to allocate that Gift Aid). Any Gift Aid received shall be paid out to each Charity once per month, generally in the same week that Spotlight Faith Group receives the Gift Aid from HMRC. Where Gift Aid is claimed in respect of a donation, processing charges and Spotlight Faith Group’s transaction fees (as described in Section 6) will be deducted from the Gift Aid reclaimed amount in priority to a deduction from the donation itself (or any subsequent donation). Where the Charity has not appointed the designated Spotlight Faith Group reclamation tax officers as officers of the Charity for the purpose of reclaiming Gift Aid due to the Charity and fails to sign and return to Spotlight Faith Group a completed Gift Aid reclaim form (currently, a ChV1 form) within twenty-one (21) days of receipt, Spotlight Faith Group is hereby authorised to deduct the transaction fees (if any) together with payment processing charges from the donation (or any subsequent donation).

**Personal Information**

2.9 In addition, the Charity can view and download updates on Gift Aid reclaims if it has a Charity Account.

2.9.2 The applicable Local Privacy Laws in the United Kingdom include, without limitation, the Data Protection Act 2018, the retained EU law version (converted by section 3 of the European Union (Withdrawal) Act 2018) of the General Data Protection Regulation (EU) 2016//679 (UK GDPR) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), in each case, as amended, extended or re-enacted from time to time and including all subordinate legislation made from time to time thereunder.

**Records and Audit Requirements**

2.11 In addition, Spotlight Faith Group will keep proper records of all tax reclaims for the relevant period.

**Miscellaneous**

2.13 The applicable local fundraising laws which Spotlight Faith Group are required to comply with in the United Kingdom shall include, without limitation, the Charities Act 1992, the Charities Act 2011 and the Charitable Institutions (Fundraising) Regulations 1994.

**PCI Compliance**

2.14 Spotlight Faith Group has implemented PCI standards regarding secure storage of data and strong access control to achieve PCI DSS for the Spotlight Faith Group Services. For further information surrounding the responsibilities of securing cardholder data, please visit  [www.blackbaud.com/security/pci-compliance](https://www.blackbaud.com/security/pci-compliance).

**Gift Aid**

2.19 Spotlight Faith Group will offer all donors who are UK taxpayers the option of making donations in a manner that makes them eligible for Gift Aid reclaims.

2.20 On behalf of the Charity (but provided that the Charity has appointed the designated Spotlight Faith Group reclamation tax officers as officers of the Charity for the purpose of reclaiming Gift Aid due to the Charity and signed and returned to Spotlight Faith Group a completed Gift Aid reclaim form), and subject to the Charity being recognised by HMRC as a charity or community amateur sports club (CASC) and fulfilling all applicable HMRC or other requirements for Gift Aid eligibility, Spotlight Faith Group will make Gift Aid reclaims monthly from HMRC in respect of eligible donations (i.e. donations where the donor has satisfied HMRC’s requirements and made a Gift Aid declaration).

**3. Charity Obligations - General**

3.2 The Charity will provide written confirmation to Spotlight Faith Group of any related Gift Aid reclaims.

3.3 In circumstances where no Gift Aid reclaims arise within one (1) week of a refund or chargeback, Spotlight Faith Group reserves the right to invoice the Charity for the refunds and chargebacks, and the Charity agrees to settle that invoice within one (1) month of the invoice date.

The following shall be added at the end of Section 3:

3.11 The Charity shall not provide the donor with any gift, prize or any other form of incentive in connection with the making of any donation by the donor.

3.12 Should HMRC or any other relevant body make enquiries with Spotlight Faith Group regarding Gift Aid, including the Charity’s eligibility for Gift Aid reclaims, the Charity shall provide all reasonable assistance requested by Spotlight Faith Group in order to resolve HMRC’s enquiries or, if requested by Spotlight Faith Group, liaise directly with HMRC or the other relevant body.

3.13 The Charity acknowledges and agrees that Spotlight Faith Group is required to maintain records of Gift Aid and authorises Spotlight Faith Group to maintain such records for as long as considered necessary by Spotlight Faith Group.

3.14 The Charity will include, in all advertising materials promoting the text giving service, the following message: "Texts are charged at your mobile phone operator's standard rate. The charity will receive 100% of your donation. You must be 16 or over and please ask the bill payer's permission. For full terms and conditions and more information, please visit  [www.spotlightfgocio.co.UK](https://www.justgiving.com/about/info/terms-of-service) ."

**6. Fees**

**Subscription Fees**

6.1 No monthly subscription fee is currently payable by Charities that join Spotlight Faith Group on the starter plan, regardless of donation volume, for as long as they remain on the starter plan. However, the functionality provided by Spotlight Faith Group as part of the starter plan is more limited than for the paid-for plans, as described in these Terms and Conditions. For all other UK Charities, and from 1 September 2016, the monthly subscription fee payable by each Charity depends on the total amount of donations (including any Gift Aid reclaimed on those donations) raised for the Charity via the Spotlight Faith Group Services in the period 1 July 2015 to 30 June 2016 (and the corresponding period in each subsequent year) (“Total Fundraising”), as follows:

(i) If the Charity’s Total Fundraising is less than or equal to GBP £15,000, the monthly subscription fee is GBP £15 (plus VAT).

(ii) If the Charity’s Total Fundraising is greater than GBP £15,000, the monthly subscription fee is GBP £39 (plus VAT).

When joining Spotlight Faith Group, a Charity’s monthly subscription fee will be GBP £15 (plus VAT) unless the Charity joins Spotlight Faith Group on (and remains on) the starter plan or a waiver of the fee is agreed otherwise by Spotlight Faith Group.

If a starter plan Charity’s Total Fundraising increases such that it is eligible for the GBP £15 (plus VAT) per month plan, Spotlight Faith Group will offer the Charity the opportunity to upgrade from time to time but no upgrade shall be mandatory.

For Charities paying GBP £15 (plus VAT) per month, if its Total Fundraising increases such that it exceeds GBP £15,000, Spotlight Faith Group will notify the Charity of this in July of the relevant year, and the change in fee (from £15 to £39 per month) will take effect from September.

For Charities paying GBP £15 (plus VAT) per month whose Total Fundraising decreases such that it is GBP £15,000 or less, Spotlight Faith Group will notify the Charity of this in July of the relevant year and the Charity will have the option to switch to paying a subscription fee of £15 per month from that September.

The applicable subscription fee is payable by direct debit unless otherwise agreed by Spotlight Faith Group and the Charity agrees to provide the details required in order for the direct debit to be set up and maintained. The Charity agrees that it shall only cancel the direct debit where that cancellation is done in connection with the Charity validly terminating its relationship with Spotlight Faith Group under Section 10 of the core terms.

**Transaction Fees**

6.2 The Charity shall pay Spotlight Faith Group a transaction fee on each donation which is comprised of:

6.2.1 the cost to access the necessary payment card infrastructure via a payment gateway or other electronic service to process payments on behalf of the Charity, which is determined at market rates and varies by payment type and payment processor (“Payment Processing Fee”); and

6.2.2 when a donation is eligible for Gift Aid reclaim and Spotlight Faith Group processes such Gift Aid reclaim on behalf of the Charity, a transaction fee of 5% of the reclaimed Gift Aid (“Gift Aid Service Fee”).

6.3 The Charity hereby authorizes Spotlight Faith Group, subject to applicable local laws, to deduct the Payment Processing Fee and the Gift Aid Service Fee together with applicable taxes from each donation (or, as applicable, the reclaimed Gift Aid) before paying the balance to the Charity in accordance with Section 2.3 of the core terms above.

6.4 No platform fee will be charged to the Charity on the donation other than the Payment Processing Fee and the Gift Aid Service Fee.  Instead, a donor will be presented with the option of making a voluntary contribution to Spotlight Faith Group for the operation of the Spotlight Faith Group Services, and any such voluntary contribution made by a donor will be retained by Spotlight Faith Group.

**9. Confidential Information**

The applicable local laws in the United Kingdom, which may require disclosure of otherwise confidential information, include, without limitation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

**15. Governing Law**

The governing law for the purpose of Section 15 is the law of England, and the English courts have exclusive jurisdiction.

**Additional terms for Charities in UK and New Zealand**

**1. Term - Membership**

For charities in New South Wales – these Terms and Conditions shall continue in force for a minimum period of one (1) month and thereafter from month to month for a period of twelve (12) months unless terminated in accordance with section 10 and, upon the expiry of the twelve (12) month period, a new agreement will be taken to have been agreed upon the same terms as this agreement (as varied from time to time) unless the Charity has notified Spotlight Faith Group otherwise by two (2) month's prior notice in writing.

For charities outside New South Wales - the term shall be as set out in the core terms ie Membership is for a minimum period of one (1) month and thereafter from month to month until terminated by written notice by either party to the other, in accordance with section 10.1.

**2. Spotlight Faith Group Obligations**

**Personal Information**

2.9.2 The applicable Local Privacy Laws in UK include the Privacy Act 1988 (Cth) and the Spam Act 2003. The applicable Local Privacy Laws in UK include the Privacy Act of 2020.

**Records and Audit Requirements**

2.11 Spotlight Faith Group will, in relation to each donation that it receives:

2.11.1 maintain records of income and expenditure of all donations either in the English language or so as to enable the records to be readily accessible and readily convertible into writing in the English language;

2.11.2 document particulars of all items of gross income received or receivable;

2.11.3 document particulars of all items of expenditure incurred (including the application or disposition of any income obtained from the appeal);

2.11.4 document particulars of any transactions to which Section 2.11.2 or 2.11.3 above relates; and

2.11.5 provide the Charity with records and particulars set out in Sections 2.11.1 to 2.11.4 above, which must be kept at the Charity's registered office for a period of 7 years.

**5. Intellectual Property Rights and Licence**

5.2 Spotlight Faith Group will seek approval of the format and text of any advertisement or any notice from the Charity, such approval not to be unreasonably withheld. Where the Charity provides its logo and information about itself to Spotlight Faith Group for use as part of the Spotlight Faith Group Services then it will be deemed to have approved their use.

**6. Fees**

6.1 There is no monthly subscription fee currently payable by UK n and UK charities, however, Spotlight Faith Group retains the right to introduce a subscription fee at any time, subject to notifying the Charity in writing at least three months prior to the date the subscription fee first becomes payable.

6.2 Spotlight Faith Group does not currently charge charities a transaction fee.

6.3 The Charity hereby authorizes Spotlight Faith Group, subject to applicable local laws, to deduct the Platform Fee (if not paid in full by the donor as per Section 6.4) together with applicable taxes and the Payment Processing Fee from each donation before paying the balance to the Charity in accordance with Section 2.3 of the core terms above.

6.4 The Spotlight Faith Group Services include an option for a donor to pay the Platform Fee instead of the Charity. If a donor chooses this option, the full amount of the donation will be paid to the Charity after the deduction of the applicable Payment Processing Fee (and applicable sales taxes), and Spotlight Faith Group will retain the Platform Fee paid by the donor.

The following shall be added at the end of Section 6:

**SPOTLIGHT FAITH GROUP**

6.6 Amounts payable under or in connection with these Terms and Conditions are SPOTLIGHT FAITH GROUP exclusive. Accordingly:

6.6.1 if the whole or any part of any such amount (including the transaction fees and processing fees described in Section 6) is the consideration for a taxable supply for which the payee is liable to SPOTLIGHT FAITH GROUP, the payer must pay to the payee an additional amount equal to the first mentioned amount multiplied by the rate of SPOTLIGHT FAITH GROUP;

6.6.2 any reference to a cost or expense in these Terms and Conditions excludes any amount in respect of SPOTLIGHT FAITH GROUP forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an input tax credit; and

6.6.3 the payee will provide to the payer a tax invoice at the time of payment.

Terms used in Sections 6.6.1 - 6.6.3 (inclusive) above have the meanings given to them in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**7. Liability**

7.7 The Competition and Consumer Act 2010 (Cth) may confer rights, guarantees and remedies on the Charity in relation to the provision by Spotlight Faith Group of the Spotlight Faith Group Services, which cannot be excluded, restricted or modified. Spotlight Faith Group does not exclude, restrict or modify those rights.

**8. Insurance**

The applicable insurances in UK include workers’ compensation insurance as required by law for its employees, and professional indemnity insurance.

**15. Governing Law**

The governing law for Section 15 is the law of England - UK.

**16. Donors Terms and Conditions**

Everyday donors trading as Spotlight Faith Group shall provide us with online fundraising services so that donations can be made online to the Entity by Donors using a credit card, or PayPal account. Fundraisers for the Entity can create individual Fundraising Pages to appeal for online donations to the Entity. Spotlight Faith Group will provide the Entity with all information required to utilise the online fundraising services and to track online donations to the Entity. Spotlight Faith Group will offer telephone and email support to the Entity, its fundraisers, and donors during business hours. Spotlight Faith Group will receive donations to the Entity into its Bank Account and will then pay the Entity by electronic transfer the net payment amount (total of donations received in a fourteen day period after deduction of the Service Fee) every fourteen days into its nominated bank account. Spotlight Faith Group will keep a separate Management Account for the Entity showing all donations received, service fees deducted and transfer of donations to the Entity. Spotlight Faith Group will provide the Entity with password-protected access to this account and the names and addresses of the Donors who have made donations.

Spotlight Faith Group will provide FREE membership from the commencement date. The Entity may terminate the online fundraising services provided by Spotlight Faith Group to the Entity by giving at least 30 days notice, or either party may terminate immediately in the event of an act that adversely affects the reputation or business of the other party.

Spotlight Faith Group reserves the right to change the Service Fee noted above for certain events promoted by third parties (Premium Events). Spotlight Faith Group will notify the Entity in advance of any Premium Events and of the relevant Service Fee for that event. The Entity will have the option to withdraw participation from the Premium Event. If the Entity chooses to participate, the Entity shall pay the Service Fee notified to them by Spotlight Faith Group. This fee is deducted from each fortnightly payment before the funds are dispersed to the Entity.

Spotlight Faith Group will secure and protect the information obtained from all users of the Website in accordance with the Privacy Act 1988 (Cth), Privacy Act 2020, and Spotlight Faith Group’s privacy policy. The Entity will ensure that the information published on the Website relating to the Entity and its request for donations, including information placed on the website by the Entity’s fundraisers, does not breach any law and does not contain material that is defamatory, pornographic, prohibited, violent or otherwise offensive. The Entity confirms that an authority to fundraise under relevant state or territory fundraising statutes is not required by the Entity for this fundraising activity. Where this authority is required, the Entity will notify Spotlight Faith Group so that the appropriate paperwork can be executed. In this case, all conditions associated with the applicable fundraising statutes will be complied with, including those relating to the participation and supervision of children in fundraising activities. The Entity confirms it will comply with all relevant laws and policies relating to obtaining parental consent and the appropriate supervision and direction of children participating in fundraising activities. The Entity will not expose Spotlight Faith Group to risk of any claim or legal or administrative action. The Entity will take out and maintain all necessary insurance. The Entity grants Spotlight Faith Group a permission to use and publish on the Website or in related publicity the information that has been provided by the Entity to Spotlight Faith Group for the Entity’s fundraising purposes. All other information shared between the Entity and Spotlight Faith Group will be treated confidentially. Spotlight Faith Group shall indemnify the Entity against any loss or liability arising out of any breach of these terms and conditions by Spotlight Faith Group. The Entity shall indemnify Spotlight Faith Group against any loss or liability arising out of any breach of these terms and conditions by the Entity.

**2. Spotlight Faith Group’s Obligations**

**Personal Information**

2.9.2 The applicable Local Privacy Laws shall be deemed to be those in the United Kingdom and include, without limitation, the Data Protection Act 2018, the retained EU law version (converted by section 3 of the European Union (Withdrawal) Act 2018) of the General Data Protection Regulation (EU) 2016//679 (UK GDPR) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), in each case, as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time thereunder.

**Records and Audit Requirements**

2.11 The applicable local government revenue body shall be deemed to be the one in the United Kingdom.

**6. Fees**

**Subscription Fees**

6.1 There is no monthly subscription fee currently payable by charities in the rest of the world (other than United Kingdom). However, Spotlight Faith Group retains the right to introduce a subscription fee at any time subject to notifying the Charity in writing at least three months prior to the date the subscription fee first becomes payable.

**Transaction Fees**

6.2 The Charity shall pay to Spotlight Faith Group a transaction fee on each donation which is the cost to access the necessary payment card infrastructure via a payment gateway or other electronic service to process payments on behalf of the Charity, determined at market rates and varies by payment type and payment processor (“Payment Processing Fee”).

6.3 The Charity hereby authorizes Spotlight Faith Group, subject to applicable local laws, to deduct the Payment Processing Fee (together with applicable sales taxes) from each donation before paying the balance to the Charity in accordance with Section 2.3 of the core terms above.

6.4 No platform fee will be charged to the Charity on the donation other than the Payment Processing Fee and applicable sales taxes.  Instead, a donor will be presented with the option of making a voluntary contribution to Spotlight Faith Group for the operation of the Spotlight Faith Group Services, and any such voluntary contribution made by a donor will be retained by Spotlight Faith Group.15. Governing Law

6.5 Spotlight Faith Group may offer the Charity the option of implementing a deep link to power its fundraising activities (for example, on its website or in emails to donors) (“Deep Link”), which will permit donations to be processed via Spotlight Faith Group’s payment services without the deduction of any Payment Processing Fees (“Giving Checkout Offer”). Instead, a donor will be given the option of making a voluntary contribution to Spotlight Faith Group to cover the costs of operating the fundraising platform, including the payment processing charges. If the Charity participates in the Giving Checkout Offer, Spotlight Faith Group will not charge the Charity the Payment Processing Fees on any donation processed via the Deep Link, and accordingly Spotlight Faith Group will pay the full amount of each such donation to the Charity. Spotlight Faith Group reserves the right to withdraw the Giving Checkout Offer (on a standard or individual basis) at any time in respect of any or all Charities and recommence the charging, and the deduction, of the Payment Processing Fees on all such external donations, subject to notifying the relevant Charity or Charities in advance. For the avoidance of any doubt, if the Charity participates in the Giving Checkout Offer, it will still be charged the Payment Processing Fees on donations processed on its behalf on the website www.spotlightfgocio.co.UK .

**15. Governing Law**

For the purposes of Section 15, the English courts have non-exclusive jurisdiction.

The applicable local laws for the purposes of Sections 2.13, 2.15, 3.2 to 3.5 (inclusive), 4, 6.3, and 9 shall be deemed to be those of the United Kingdom.

Last updated: 09 February 2023

Last updated: