

# DONATION TERMS AND CONDITIONS



## 1: THESE TERMS

**1.1:** These “**Donation Terms**” describe how Cash for Kids (described in detail below) processes donations made to Cash for Kids (whether submitted via our online dashboard or by another means). They should be read in conjunction with our Privacy Policy at: <https://cashforkids.org.uk/privacy-policy> and our Cash for Kids Terms of Use at: <https://cashforkids.org.uk/terms-of-use/>.

**1.2:** Together, these Donation Terms, our Privacy Policy, and our Website Terms and Conditions shall be referred to as the “**Agreement**”.

**1.3:** Please read these Donation Terms carefully. If you do not wish to be bound by them, you should not make a donation or to Cash for Kids, whether via this site or otherwise.

**1.4:** This site allows you to make charitable donations to “**Cash for Kids**”, which is the trading name for the following three registered charities:

- A. **Bauer Radio’s Cash for Kids Charities**, which is an English registered charity (registered charity no. 1122062 and registered company no. 06424810) whose registered office is: Hampdon House, Falcon Court, Preston Farm Industrial Estate, Stockton-on-Tees, TS18 3TS;
- B. **Bauer Radio’s Cash for Kids Charities (Scotland)**, which is a Scottish registered charity (registered charity no. SCO 41421 and registered company no. SC376887) whose registered office is: Radio Forth, Forth House, Forth Street, Edinburgh, EH1 3LE; and
- C. **Radio Clyde’s Cash for Kids**, which is also a Scottish registered charity (registered charity no. SCO 03334 and registered company number SC365231) whose registered office is: Radio Clyde, Clydebank Business Park, 3 South Avenue, Glasgow, G81 2RX.

**1.5:** Between these three registered charities Cash for Kids operates a network of local Cash for Kids branches, each of which is affiliated with a radio station owned and operated by Bauer Radio Limited. For more detail about Cash for Kids, the local branches, and how we use the money you donate please visit our website at: <https://cashforkids.org.uk>.

## 2: DONATIONS

**2.1:** You may make either a one-off donation or donate on a regular basis by direct debit. You can donate online using the mechanisms available on this site, or you can donate via post or by calling your local Cash for Kids branch. For more information on making phone or postal donations please email: [info@cashforkids.uk.com](mailto:info@cashforkids.uk.com). Please note that all phone and postal donations, along with donations made by any other method, made to Cash for Kids are also subject to these Donation Terms.

**2.2:** All donations will be used by Cash for Kids to support children aged 0-18 in your local area who are disabled, disadvantaged or suffering from abuse or neglect.

**2.3:** Cash for Kids ensures that money donated to a particular local branch of Cash for Kids (further details available within our [Cash for Kids Terms of Use](#)) is used to support children living in that local community.

## 3: PROCESS

### 3.1: There are two options available for donating online to Cash for Kids:

#### 3.1.1: One-off Online Donation The process for one-off online donation is as follows:

- You will first be asked to enter the amount you would like to donate.
- You will then be asked to enter your email address, which will be used to send you confirmation, together with our thanks, once your donation has been processed and payment has been taken.
- You will then be asked to provide your credit / debit card details to make the payment. Payment information is not sent to or stored by Cash for Kids but is submitted directly to and is processed by our third-party payment provider, Stripe Payments Europe Ltd ("**Stripe**").
- Once you have confirmed your donation (by clicking "Complete Donation" – see below), your payment will be processed in real-time by Stripe, who will generate a success page to confirm your donation once it has been made.
- By donating you consent to Stripe's use of your personal data as set out in [Stripe's Privacy Policy](#).

#### 3.1.2: Regular Giving You can sign up for regular giving either online or by post.

- To sign up by post, you must use the donations form, which is available for download from this page. Completed donation forms should then be posted to your local Cash for Kids branch.
- To sign up online, the process is as follows:
  - You will first be asked to enter the amount you would like to donate on a monthly basis.
  - You will then be asked to enter your email address, which will be used to send you confirmation, each month, together with our thanks, once your donation has been processed and payment has been taken.
  - Next, you will be asked for your bank details for the account from which you would like the regular donation to be debited.
  - You will then be asked a series of compliance questions.
  - Your contact details will be stored by Cash for Kids on our Amazon Web Services servers.
  - Your payment will be processed by our third-party payment provider, currently GoCardless Ltd ("**GoCardless**"), and the Cash for Kids accounts team. If you sign up for regular giving online or by post, your bank details will be stored by GoCardless, and your personal data will be processed by GoCardless as set out in their [Privacy Policy](#).

### 3.2: Before submitting an online donation (whether as a one-off or on a regular basis), you will be asked the following questions, each of which will be a separate tick box. If you DO NOT tick the relevant box, we will take your answer to be "no".

**3.2.1:** If you would like to leave Cash for Kids a message about your donation and also if you would like this message to be read out on-air on the radio station affiliated with your local branch of Cash for Kids. Please see our [Cash for Kids Terms of Use](#) for more details on which radio station is affiliated with your local Cash for Kids branch.

**3.2.2:** If you would like to enter a password and create an account with us your information can be stored, and your future donations will be more streamlined. Your contact details will be stored on our servers. If you are a regular donor Cash for Kids and GoCardless will also store your account details. We do not store any card details, these may, however, be stored by Stripe if you have made a one-off donation but have also set-up a user account with Cash for Kids.

**3.2.3:** If you are happy for us to claim Gift Aid on your donation.

**3.2.4:** If you would like to be contacted by Cash for Kids (and/or, if applicable, by any partner charity we are working with for that particular campaign) about future fundraising initiatives and our beneficiaries.

**3.2.5:** You then will be asked to tick a box which confirms that you have read, understood and accept these Donation Terms. This is an “essential field” and you will not be able to place your donation without accepting ticking the relevant box.

**3.2.6:** Once you tick the box to confirm your acceptance of these Donation Terms, you will be able to click “Complete Donation” and at this point your donation is submitted. A confirmation email will be sent to the email address you gave initially.

**3.2.7:** Finally, you will be given the opportunity you to share the fact that you have made a donation to Cash for Kids on Facebook and/or Twitter.

## 4: PERSONAL DATA

**4.1:** Whether making a one-off or regular donation, you will also be asked for your postal address and phone number. These details will be stored by Cash for Kids but will only be used to communicate with you in connection with your donation, if we experience problems emailing you.

**4.2:** In accordance with clause 3.2.4, above, when making your donation, you will be asked for your consent (via a tick box mechanism) to confirm whether or not we have your permission to use your personal data to contact you. We will use this information to communicate with you by email, phone or text and to send you information on how we are using your donations and other opportunities for you to get involved in events and activities with Cash for Kids. We do not share this data unless we have your express permission to do so.

**4.3:** Please see our [Privacy Policy](#) (which forms part of these Donation Terms) for more detail on how we process, store and handle your personal data.

## 5: USE OF YOUR DONATION

**5.1:** Cash for Kids will ensure that all money donated to a particular campaign will be applied for the benefit of that campaign and its beneficiaries.

**5.2:** From time to time, we will provide a mechanism which enables you to donate to a particular campaign that Cash for Kids is supporting. When you do this, Cash for Kids will ensure your donation is applied to that campaign.

**5.3:** Where you make a donation to Cash for Kids, generally, we will make sure that your donation is given to your local Cash for Kids branch and used to support children, aged 0-18, who are living in your local community and are disabled, disadvantaged or suffering from abuse or neglect.

## 6: YOUR PROMISES

**6.1:** Your actions in submitting a donation to Cash for Kids (whether online or otherwise), also indicate your confirmation that:

**6.1.1:** You are legally capable of entering into a binding contractual agreement on the terms set out herein;

**6.1.2:** You are at least 18 years old;

**6.1.3:** You are resident in the United Kingdom and (if making an online donation) you are accessing the site from the United Kingdom; and

**6.1.4:** You understand and agree to comply with these Donation Terms.

**6.2:** We make no representation that it will be possible to make a donation from outside the United Kingdom.

## 7: FRAUDULENT DONATIONS

**7.1:** Attempts to place a donation with false or invalid information will be treated as fraud.

**7.2:** We reserve the right to cancel all future donation requests immediately and without notice to you if:

**7.2.1:** When requested to do so, you fail to provide us, within a reasonable time, sufficient information to enable us to determine the accuracy and validity of any information supplied by you;

**7.2.2:** If we feel that you are using information or payment details that do not belong to you; or

**7.2.3:** We suspect you have engaged, or are about to engage, or have in any way been involved, in fraudulent or illegal activity either on this site or in respect of any donations you are making to Cash for Kids.

**7.3:** If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider immediately in accordance with its reporting rules.

**7.4:** We reserve the right to pass on to the regulatory authorities (if requested to do so) the name, account and contact details you've supplied to us.

## 8: INDEMNITY

**8.1:** You will indemnify and keep us fully and effectively indemnified from and against any damage, loss, liability or cost incurred by us resulting from any claims or legal proceedings brought or threatened against us by a third party as a result of (i) any donations made to us and/or (ii) your use of the online donation services available on this site, in breach of these Donation Terms.

## 9: CANCELLATION AND REFUNDS

**9.1:** When you make a donation as cash, cheque or online (and payment is taken from your account or charged to your credit card) the transaction is final and non-disputable.

**9.2:** However, if you believe that your donation should be refunded, please contact [info@cashforkids.uk.com](mailto:info@cashforkids.uk.com) explaining why you feel you are entitled to refund. All refunds will be at the discretion of Cash for Kids and are only given in exceptional circumstances.

**9.3:** If you are making regular donations by direct debit and would like to cancel this at any time, please contact your bank or Cash for Kids at [info@cashforkids.uk.com](mailto:info@cashforkids.uk.com). Your bank may require confirmation in writing of your cancellation request. For security purposes, Cash for Kids will require your full name and address before it will process the cancellation.

## 10: PROTECTING YOUR PASSWORD

**10.1:** When you register with Cash for Kids and designate a password for protected and restricted access (by you alone) to your account, you are responsible for maintaining the confidentiality of that password. We do not recommend that you share your password with anyone else. If you become aware of any unauthorised use of your password, we recommend that you change it immediately and contact us at [info@cashforkids.uk.com](mailto:info@cashforkids.uk.com).

## 11: INFORMATION

**11.1:** Cash for Kids is not an accounting, taxation or financial advisor, and you should not rely on information given on this site or otherwise provided by Cash for Kids to determine the accounting, tax or financial consequences of making a donation to charity.

**11.2:** We strongly recommend that you consult your own adviser(s) about any accounting, taxation or financial consequences that may affect you.

## 12: FAILURE TO COMPLY WITH THESE DONATION TERMS

**12.1:** In the event that you commit a breach of these Donation Terms we reserve the right at our sole discretion to immediately and without notice suspend or permanently deny (i) your ability to make any future donations to Cash for Kids and/or (ii) your access to all or part of this site and your use of online donation services.

## 13: DISCLAIMER AND LIMITATION OF LIABILITY

**13.1:** Cash for Kids does not, and nothing in these Donation Terms shall be interpreted to mean that we, exclude or limit our liability for death or personal injury resulting from our negligence, fraud or any other liability which may not by applicable law be excluded or limited.

**13.2:** You agree that your use of site and all online donation services is on an "as is" and "as available" basis and is at your sole risk. Cash for Kids does not guarantee continuous uninterrupted or secure

access to our online donation services, the operation of which may be interfered with by numerous factors outside of our control. Consequently, except as expressly set out in these Donation Terms and except for the rights, guarantees and remedies which cannot be excluded as a matter of law, Cash for Kids does not give any guarantees, warranties or assurance in relation to online donation services available on this site.

**13.3:** Cash for Kids shall only be liable under these Donation Terms for direct losses which are reasonably foreseeable and caused by our proven negligence or breach of these Donation Terms. Cash for Kids' total liability to you arising under or in connection with these Donation Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the total sum of the online donations you have made via this site in the preceding 12 month period. Our liability to you shall not include losses relating to lost or corrupt data, loss of profits, loss of contracts, loss of business opportunity, loss of sales, loss of revenue, loss of goodwill, loss of any software, loss of bargain, loss of use of computer equipment, loss of or waste of management or other staff time.

**13.4:** Nothing in these Donation Terms excludes any statutory rights which may apply to your use of the site, your donation, and/or your use of any services available on this site which cannot be excluded, restricted or modified by contract.

## 14: MISCELLANEOUS

**14.1:** A person who is not a party to these Donation Terms has no right to enforce any part of them.

**14.2:** These Donation Terms will be governed by English law, and any disputes will be subject to the exclusive jurisdiction of the English courts.

**14.3:** You must comply with these Donation Terms at all times when using online donation services on this site. You may discontinue use of such services at any time.

**14.4:** These Donation Terms may be updated from time to time and it is your responsibility to check this page whenever you wish to make an online donation. The latest version of these Donation Terms will govern how we process your donation now and any made in the future, the previous version will govern your past use of online donation services.

**14.5:** Please note may that we may, from time to time, change the format and nature of online donation services available on this site. We recommend that you refresh your browser each time you visit the site to ensure that you access the most up to date version of the site, including the latest version of these Donation Terms. which may also be updated from time to time and it's your responsibility to check this page whenever you wish to make an online donation.