

Gone for Good

Agreement with Charity

Charity Details:

Charity's Trading Company (if any):

Charitable Body:

Trading Company:

Registered Office:

Registered Office:

Co. Registration No./Charity No.:

Co Registration Number:

The charitable body together with its trading company (if applicable) shall be known as "the Charity" for the purpose of these Standard Terms and Conditions.

Charity Contact Details

Branch Information

Named Individual:

Number of Branches:

Contact Email:

On-Boarding Charge (ex VAT):

Office telephone No. :

Mobile:

(Payable on signing)

GFG Details

Gone for Good Limited is registered in England with co. number 09496296 with its registered office at 3rd Floor, 24-28 Lever Street, Manchester, M1 1DW ("GFG").

Contact email address: hello@goneforgood.org.uk

Office Telephone No.: 0161 262 0161

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Signed on behalf of Gone For Good Limited

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Signed on behalf of the Charity

.....

Date

.....

Date

“GONE FOR GOOD - USING TECHNOLOGY FOR SOCIAL GOOD”

Standard Terms and Conditions of Agreement

1. Provision of Service

- 1.1. GFG shall make available to the charity its Gone for Good goods donation service (the "**Service**") as currently provided via its smartphone application, and as amended or modified by GFG from time to time.
- 1.2. GFG shall obtain and at all times maintain all necessary licences and consents and comply with all relevant legislation in relation to the provision of the Service and carrying out its obligation under these terms and conditions.
- 1.3. GFG shall ensure that Service and the Gone for Good App supporting it (the "**App**") shall inter alia provide for the public to offer unwanted goods to the Charity along with a selection of other charities within the UK.
- 1.4. GFG shall include in the GFG database supporting the Service (the "**Database**") details of the Charity's branches, collection centres and the donated goods which the Charity accepts.
- 1.5. GFG shall include the Charity in the list of those charities to whom users of the App ("**Users**" and each a "**User**") can donate goods via the App. Whilst GFG shall use its reasonable endeavours to give equal / random prominence to participating charities within any donor search by a User, GFG shall not be liable for any failure to do so.
- 1.6. GFG shall relay details of all offers of donations to the Charity to the appointed contact point at the Charity in accordance with its standard procedures.
- 1.7. GFG will also give the Charity the opportunity to accept offers of donations open to all charities ("**Open Offers**") by relaying details thereof to the appointed contact point at the Charity.

2. Charity Obligations

- 2.1. The Charity shall be responsible for providing information that is reasonably required by GFG for the Database (such as branch information and stock items accepted) and use its best endeavours to ensure that such information is up-to-date. Initially, that information may be inputted to the Database by GFG on behalf of the Charity, but in future developments and on reasonable notice from GFG, the Charity will be given secure access to its own space in the Database and shall be responsible for maintaining and updating that information.
- 2.2. The Charity shall within one working day from the date on which it receives notice of any charity-specific offer of donation from GFG, advise GFG whether the Charity accepts or declines the prospective donor's offer ("**the Donor Offer**").
- 2.3. Where the Charity accepts a Donor Offer (including any Open Offers accepted), the Charity will promptly, and in any event in no less than two working days from the date on which it receives notice of that Donor Offer, contact the prospective donor in relation to collecting or taking delivery of the donated items.

- 2.4. The Charity is responsible for promptly, and in any event in no more than two weeks after formally accepting an offer of donation, collect donated goods from the address provided by GFG for the donor.
- 2.5. The Charity shall maintain its presence and service continuously on the App and Service. The Charity may withdraw its presence on the App by giving one month's written notice to GFG to withdraw.

3. Marketing

- 3.1. GFG undertakes to market and publicise the App widely to increase the numbers of Users, and use reasonable endeavours to secure corporate partners who are, in GFG's reasonable opinion, well positioned to market the App to the public at times when potential Users would be disposed to donate goods to charities.
- 3.2. The Charity shall use reasonable endeavours to promote the Service and the App. This shall include publicising the App on their websites, social media outlets and through e-mail direct marketing to those donors contained in its databases of donors who have given the Charity their explicit consent to receive such marketing communications.
- 3.3. The Charity also agrees to publicise the Service and App through its retail stores, including placing of posters and signage in windows or other prominent places. Nothing in this clause 3 shall compel the Charity to carry out any marketing activities which will result in any breach by the Charity of the Data Protection Act 1998 or any other applicable legislation.
- 3.4. GFG shall provide the Charity with access to artwork and other marketing collateral which it can use for marketing and promoting the App and the service. GFG may also, as an option but at the Charity's cost, provide a pack of marketing materials for each participating branch. The cost of such materials shall be charged on the basis of the number of branches.

4. Intellectual Property

- 4.1. To enable GFG to provide and promote the Service, the Charity grants GFG a non-exclusive, non-transferable licence to use the Charity's name, logo or trademarks (the "**Charity Marks**"), in the United Kingdom for use in connection with the supply and promotion of the Service during the Term (as defined in clause 8) and in accordance with the terms of this Agreement. GFG acknowledges that all rights in the Charity Marks remain the sole and exclusive property of the Charity.
- 4.2. To enable the Charity to promote the Service in accordance with clause 3, GFG grants the Charity a non-exclusive, non-transferable licence to use GFG's name, logo or trademarks as set out in Appendix 3 ("**GFG Marks**") in the United Kingdom solely for use in connection with the supply and promotion of the Service during the Term and in accordance with the terms of this Agreement.

The Charity acknowledges that all rights in the GFG Marks remains the sole and exclusive property of GFG.

5. Payment for Services

- 5.1 GFG shall be permitted to charge for providing the Service and for referrals of potential donations to the Charity via the App (together, the “Fees”). Current Fees are set out in Appendices 1 and 2. GFG may on at least 30 days’ written notice to the Charity change its Fees or charging structure (a “Fee Change”).
- 5.2 In the event of receiving a notice of a Fee Change of more than 5% in any 12 months’ period, the Charity may terminate this Agreement and its presence on the App by giving at least 15 days’ written notice to GFG to expire no earlier than the date of the proposed Fee Change.
- 5.3 GFG is permitted to charge separately for any optional additional services, over and above simple referral of Donor Offers, which GFG may introduce in the future.
- 5.4 Invoicing for the Fees shall be on a periodic basis but in any event not more frequently than monthly. Payment shall be within 14 days of invoice. GFG may, at its option, require payment by Direct Debit and the Charity shall be required to deliver a signed Direct Debit Mandate to GFG at any time during the Term.
- 5.5 If a party fails to make any payment due to the other under the Agreement by the due date for payment (other than by reason of GFG’s failure to exercise a valid Direct Debit mandate), then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.
- 5.6 Notwithstanding the provision for payment of interest, GFG may at its absolute discretion, in the event of any payment from the Charity being overdue, remove the Charity and its branches from the Service and the App.

6. Data Protection

- 6.1 For the purposes of this clause 6, “personal data”, “data subject”, “data controller”, “data processor” and “process” shall have the meanings set out in the Data Protection Act 1998 (“the Act”).
- 6.2 The parties acknowledge and agree that in relation to all personal data collected via the App, GFG is the data controller and the Charity is the data processor, and each shall comply in all respects with the requirements of the Act and all other applicable data protection legislation.
- 6.3 If at any time GFG processes or receives or otherwise has access to the Charity’s personal data, the Charity is the data controller and GFG is the data processor and GFG agrees that it shall process personal data only in accordance with the Charity’s instructions and to the extent and in

such a manner as is necessary for the provision of the Service or as required by law.

- 6.4 GFG shall take such reasonable measures as are necessary to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

7. Exclusions from Liability

- 7.1. Whilst GFG shall use its best endeavours to maintain continuity of the Service it shall not be liable for any failure to provide the Service or any down time of the App, howsoever caused. The Charity shall not be liable to pay any Fees that relate to a period during which the Service is unavailable (provided such period is in excess of one working day).
- 7.2. GFG shall not be liable for any inaccuracy of information whether relating to the Charity’s details, or details of any donor or donated goods.

8. Term and Termination

- 8.1. This Agreement shall come into effect on the Commencement Date and shall continue in full force and effect for an initial term of two years (“the Initial Term”) and thereafter until the Agreement is terminated by either party giving the other party at least one months’ written notice (the “Term”).
- 8.2. Any party may terminate the Agreement by written notice to the other party in the event of any material breach of this Agreement by another party which is not capable of remedy or material breach that is capable of remedy that is not remedied by the defaulting party within 14 days of receipt of notice of the breach requiring it to be remedied, or the other party enters liquidation, receivership or bankruptcy or ceases to carry on its business.

9. Confidentiality

The parties to this Agreement shall observe confidentiality regarding the Service and the business affairs of the other parties and shall ensure that their respective officers and employees are bound by equivalent obligations of confidentiality save where disclosure of any confidential information is required by law.

10. Conflict

If there is an inconsistency between any of the provisions of this Agreement and the provisions of either the Charity’s standard terms and conditions of purchase or GFG’s standard terms and conditions of sale, then the provisions of this Agreement shall prevail.

11. General

- 11.1. Any notice to be served under this Agreement shall be in writing sent by first class post or email to the business postal address or email address of the other parties’ nominated executive during working hours between Monday and Friday and shall take effect 48 hours from posting if sent by post (provided that any such notice sent after 5 pm shall be deemed to have been posted on the

next working day) and immediately if sent by email.

11.2. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter and each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

11.3. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

11.4. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

11.5. Unless otherwise permitted by this Agreement, no variation of the terms of this Agreement (other than a Fee Change in accordance with Clause 5) shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

11.7. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.8. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1

Fees and Charges

(1) On-Boarding Charge

A non-refundable initial fee for joining the Service, based upon GFG's charging structure from time-to-time, is payable by the Charity to cover costs of on-boarding the Charity ("the On-Boarding Charge") on to the Service. The amount of the fee is specified on the front sheet of these Terms and Conditions and is payable in full on signing the Agreement.

(2) Donor Offer Fees

A fee is payable for any Donor Offer referred to the Charity which it elects to accept. The fees payable are shown in Appendix 2. The fee is payable for accepting the Donor Offer not for the donation itself. It is therefore payable upon acceptance of the Donor Offer by the Charity. The charge is payable even if the Charity rejects or otherwise fails to collect or receive the proposed donation, whatever the reason and no refund is given for donations which the Charity fails to complete.

(3) Subscription Fees

No subscription fees are currently payable by charities participating in the Service. However, GFG reserves the right to implement subscription charges in the future, on no less than three months notice, but any such charges shall not be permitted during the Initial Term.

Appendix 2

Current Donor Offer Fees

The current fees (exclusive of VAT) payable for accepted Donor Offers under the Gone for Good Standard Terms and Conditions are as follows:-

(1) Offer of Clothing Donations	£1.00 per lead
(2) Offer of Furniture Donations	£1.00 per lead
(3) Offer of other items	£1.00 per lead
(4) Offer for House/Office clearances	£5.00 per lead

GFG reserves the right to change the said fees, by notice in accordance with Clause 5 of the Standard Terms and Conditions of Agreement. Such changes may apply to one or more of the categories of merchandise listed or any subcategory of merchandise.

Notice of any changes in the said fees shall be in writing or by email to a Charity's nominated contact.

Appendix 3

GFG Trademarks

(1) "Gone for Good", including any script or stylised version of the words.

(2) The "smiling truck" device in its various versions and colourways.