



Terms

Created: 14 December 2007

THE INSTITUTE OF FUNDRAISING

TERMS of Website Use

The following agreement (together with the Institute of Fundraising Privacy Policy referred to within) sets out the terms of use (this Agreement) on which you make use of the website at <http://www.how2fundraise.org> and website forum at <http://forum.how2fundraise.org/forums/> (together, the Website), whether as a guest or as a registered user. Please read this Agreement carefully before you start to use the Website. By using the Website, you indicate that you accept and agree to abide by this Agreement.

If you do not agree with the terms of this Agreement and Institute of Fundraising Privacy Policy, please do not use the Website.

INFORMATION ABOUT US

The Website is owned and operated by the Institute of Fundraising, a company limited by guarantee registered in England and Wales under company number 03870883 and a charity registered with the Charity Commission for England and Wales under registration number 1079573 and Scotland under registration number SC038971 whose registered office is at Park Place, 12 Lawn Lane, London SW8 1UD (the Institute).

1 Use of this Website and the Contract Between Us

1.1 In this Agreement the term "You" means the individual completing the registration process to become a registered user of the Website, or unregistered visitors to and users of the Website.

1.2 The information and any services provided by the Institute via the Website deal generally with issues under English Law and such information or services do not purport to comply with laws and regulations of Scotland, Northern Ireland or any country outside England and Wales.

1.3 You agree to only use the Website in accordance with this Agreement and all applicable laws.

1.4 The offer by the Institute to provide an online resource for fundraisers and your acceptance of that offer by visiting the Website brings into existence a legally binding contract between us.

1.5 This Agreement is a contract for the provision of information and services and nothing in this Agreement shall create or be deemed to create a legal partnership or the relationship of agent and principal or the relationship of employer and employee between the you and the Institute.

2 Obligations of the Institute

2.1 The Institute shall:

2.1.1 provide fundraising resources to visitors to the Website and to those who register as new users of the Website;

2.1.2 provide an administrator for the Website;

2.1.3 where possible moderate the content of information added to the Website by you and other third parties;

2.2 The information and services shall be provided free of charge but the Institute reserves the right to charge for access to certain information and services in its absolute discretion.

3 Permitted Use

3.1 You may use the Website for lawful purposes only.

3.2 You:

3.2.1 warrant that you are 18 years old or over;

3.2.2 warrant that you are resident in the United Kingdom of Great Britain and Northern Ireland or the Republic of Ireland; and

3.2.3 warrant that you shall not register with the Website more than once.

3.3 You agree that the webmaster, administrator and moderators of the Website have the right to remove, edit, move or close any item or activity on the Website at any time should they see fit. You agree to any information You have entered above being stored in a database.

3.4 You agree to the terms of the disclaimer as stated at Clause 10 of this Agreement.

3.5 You may use the information available on the Website as a fundraising resource for either voluntary or professional purposes in accordance with this Agreement.

4 Prohibited Use

4.1 You may not use the Website:

4.1.1 in any way that breaches any applicable local, national or international law or regulation;

4.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

4.1.3 for the purpose of harming or attempting to harm minors in any way.

4.2 You agree that you will not:

4.2.1 reproduce, duplicate, copy or sell any part of the Website in contravention of this Agreement;

4.2.2 access without authority, interfere with, damage or disrupt:

4.2.2.1 any part of the Website;

4.2.2.2 any equipment or network on which the Website is stored;

4.2.2.3 any software used in the provision of the Website.

5 Content You contribute

5.1 You agree that you shall abide by the contents standard as set out in this Clause 5 when you make any contribution to the Website and that any contribution you make must be:

5.1.1 accurate (where facts are stated);

5.1.2 genuinely held (where opinions are stated);

5.1.3 comply with applicable laws in the UK and in any country from which it is posted.

5.2 You agree that You shall not:

5.2.1 post any abusive, obscene, vulgar, defamatory, hateful, threatening, sexually-oriented or any other material that may violate any applicable laws. Doing so may lead to you being immediately and permanently banned (and your service provider being informed). [The IP address of all posts is recorded to aid in enforcing these conditions];

5.2.2 send, knowingly receive, upload, download, use or reuse any material which does not comply with the standards set out in this Agreement;

5.2.3 transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation including conducting or forwarding surveys, questionnaires, contests and chain letters (spam);

5.2.4 post any advertising material on the Website without the prior written consent of the Institute. You accept that any such written consent may be subject to payment;

5.2.5 place any web-links on any part of the Website to any website;

5.2.6 knowingly transmit any data, send or upload any material that contains any viruses or other harmful programmes designed to adversely affect the operation of any computer software or hardware used in the operation of the Website.

6 Uploading material to the site and editing material on the site.

6.1 Whenever you make use of a feature that allows you to upload material to the Website, edit existing material on the Website, or post contributions to the Website you must comply with terms of this Agreement. You warrant that any such contribution does comply with the minimum standards set out in this Agreement and that you shall indemnify the Institute for any breach of that warranty.

6.2 The Institute shall moderate the content of the Website. Whilst the administrators and moderators will attempt to remove or edit any generally objectionable material as quickly as possible, it is not possible to review every contribution. Therefore you acknowledge that all contributions made to the Website express the views and opinions of the author(s) and not the administrators, moderators or webmaster (except for posts by these people) and hence the Institute will not be held liable for those contributions.

6.3 Subject to the terms of the Institute's Privacy Policy and Clause 6.4 below, whilst information and contributions posted on the Website outside of the public areas of the Website will not be disclosed to any third party without your consent the webmaster, administrator and moderators cannot be held responsible for any hacking attempt that may lead to the data being compromised.

6.4 The Institute may disclose information in respect of any information or material posted on the Website to the relevant authorities should it reasonably believe that criminal activity is taking place or it believes that an individual or a group of individuals are at risk of harm.

6.5 The Institute reserves the right at its sole discretion to disregard, delete or omit any contribution offered by you or any other third party to the Website, particularly, but not limited to information that is illegal, not in the best interests of the users of the Website or contrary to public policy or the policies of the Institute.

7 Intellectual Property Rights

7.1 All copyright and other intellectual property rights in the materials on the Website are owned by the Institute unless otherwise indicated.

7.2 Where charity partners of the Institute have elected to provide their branding and any other intellectual property on any part the Website in agreement with the Institute they retain ownership of all such rights.

7.3 In respect of material provided by You and any other third parties copyright remains with contributors, who hereby grant a non-exclusive, worldwide, royalty-free, sub-licensable and transferable licence to the Institute to use, reproduce, distribute, prepare derivative works of, and display the content in connection with the Website and the Institute's business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. Contributors of material to the Website also grant a licence to users of the Website to use such material on the terms of this Agreement.

7.4 You may download, print or copy any material from the Website that you wish, provided it is for your own personal use and you keep in place all original copyright notices or other intellectual property notices. In such case if the material is not used in its original format the source must always be acknowledged as follows "taken from How2fundraise.org, a free online resource from the Institute of Fundraising. © 2007 Institute of Fundraising".

7.5 The material on the Website forms part of the Institute's portfolio of educational materials. The Institute actively encourages training providers and other commercial organisations to promote the Website through the use of URL addresses and excerpts in electronic and printed media. Excerpts must be no more than one paragraph from any given page, and not more than five paragraphs in any one commercial instance. You must always credit the material immediately after its use as follows: "how2fundraise.org, © 2007 Institute of Fundraising"

7.6 Larger sections of text from the Website can be used for commercial purposes under license from the Institute of Fundraising. If you are in doubt as to how much material from the Website You can use in your own commercial or fundraising materials, or wish to obtain a license, You should contact the Institute. You may use individual documents as precedents for your own documents provided that you follow the requirements of commercial use in this Clause 7.

7.7 In all cases of commercial use in accordance with this Clause 7 the following notice must be included in the materials produced and remain intact:

"This material is being used under licence from the Institute of Fundraising. Selling or using extensive portions of material from the how2fundraise.org website as part of a for-profit activity, without prior written consent from the Institute of Fundraising is prohibited. You must obtain permission before redistributing this material, for permission please contact the Institute of Fundraising."

7.8 Any permission to reproduce material from this site under this Clause 7 does not extend to any material on this site that is identified as being the copyright of a third party. Authorisation to reproduce such material must be obtained from the copyright holders concerned.

7.9 Any material reproduced in accordance with this Clause 7 must be reproduced accurately and not used in a misleading context.

7.10 Subject to the terms of this Agreement you may not copy, modify, alter, distribute, publish, sell or otherwise use any material on the Website in whole or in part, unless you have obtained the prior written consent of the Institute.

7.11 You may not use the material on the Website as part of a training programme or in any way which competes with the Website.

7.12 For the purposes of this Agreement, commercial purposes includes a charity using the information for the purposes of professional fundraising but does not include a charity using the information for the purposes of supporting volunteer fundraisers.

8 Termination

8.1 The Institute may terminate this Agreement and your use of the Website as a registered user or unregistered guest at any time without notice.

8.2 You can terminate this Agreement at any time by unsubscribing from the Website by email. The termination will take effect three business days after the receipt of your notice. The Institute's contact details are available on the Website under "contact us".

9 Limitation on Liability

9.1 Neither the Institute nor its charity partners shall not be liable to you or to any other person or entity in any way, whether arising under contract, tort (including negligence) or otherwise, for damages of any kind arising from the use of the Website, including, but not limited to, direct, indirect, incidental, punitive or consequential damages, lost revenue or profits, lost or damaged data or other commercial or economic loss, that result from your use of, or inability to use, the Website.

9.2 Neither the Institute nor its charity partners shall not be liable in any way whatsoever for any loss, cost, claim or other damage howsoever caused by any third party including those whose details can be found on the Website or may otherwise be communicated to You by the Institute.

9.3 If this limitation of liability provision shall be deemed unenforceable, either in whole or in part, then such parts as are unenforceable shall be deleted, the remaining parts shall remain in full force and effect and the liability of the Institute and any of its charity partners shall be limited to the greatest extent permitted by law.

9.4 Nothing in this Agreement shall exclude or limit the liability of the Institute for:

9.4.1 death or personal injury arising from its negligence; or

9.4.2 liability arising from fraud.

10 Disclaimer of Warranty

10.1 Materials posted on the Website are for information only and are not intended to:

10.1.1 amount to advice on which reliance should be placed; or

10.1.2 constitute legal or accounting advice in relation to any of the issues covered.

10.2 The Institute disclaims all liability and responsibility arising from You or anyone who may be informed of any of the Website's contents placing any

reliance on such materials. Prior to using any of the materials on the site You should consider whether you need to obtain any professional advice such as advice from an appropriately qualified legal advisor.

10.3 Advertisements posted on the Website by suppliers or any other third parties are for information only. The Institute does not monitor the content of all the advertisements on the Website and does not make any representations as to their accuracy or otherwise. Any dealings you may have with those suppliers or other third parties are entirely at your own risk.

10.4 Separate terms and conditions may apply to certain products, services and materials available through the Website. In which case this will be brought to your attention. Subject to this, no express or implied warranties of any kind are made in respect of the Website or the products, services and materials available through it.

10.5 The Institute does not warrant that the Website will operate uninterrupted or error/virus free or that the information on the Website is accurate or complete.

11 Links to Other Companies or Organisations

11.1 The Website provides web-links (and other contact details) to other websites that offer products, services and materials the Institute thinks will be of interest to you. Some of these websites are operated in conjunction with other companies/organisations and some are operated solely by independent companies/organisations. The Institute has no control over such websites and resources and accepts no liability for any products, services, materials or information contained on or available through linked websites or otherwise provided by any other company/organisation referred to on the Website. These links are provided purely for your convenience but the Institute does not endorse the material on these websites.

11.2 No linked websites are covered by this Agreement, therefore, you should check what terms cover the use of these websites before using them.

11.3 You may only create a link to the Website with the Institute's prior written permission. The Institute reserves the right to remove any links to the Website that it deems are inappropriate without notice.

12 Data Protection

12.1 By entering into this Agreement we are permitted to process Your Personal Data (as defined by the Data Protection Act 1998). Any Personal Data you submit to the Institute will be dealt with in accordance with our [Privacy Policy](#).

13 Changes to the Terms of Use Policy

13.1 From time to time the Institute may add new features to the Website and enhance the level of service that the Institute offers to you. This may lead to changes in this Agreement. Any such changes will be notified to you by the Institute updating this Agreement and your subsequent use of the Website will be deemed to signify your acceptance of the changes.

14 Waiver

14.1 No failure or delay by the Institute to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15 Third Party Rights

15.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

16 Entire agreement

16.1 This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).

17 Jurisdiction and Law

17.1 This Agreement is governed by the laws of England.

17.2 The parties irrevocably agree that the courts in England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts. The place of performance shall be England.

This Agreement was last updated on: 23/05/2008