



## **Terms and Conditions**

### **Website Donations**

#### **1. INTRODUCTION**

- 1.1 These terms and conditions (the “**Donation Terms**”) govern the relationship between the Donor and We Rise by Lifting Others, including the terms and conditions relating to any donation payments (the “**Donation**”).
- 1.2 This policy was last updated on 19 November 2024.
- 1.3 We reserve the right to change the Donation Terms at any time by uploading the amended Donation Terms on our website: ([WRBLO – We Rise By Lifting Others](https://wrblo.org)) (the “**Website**”). The revised Donation Terms will apply from the date we post them, with the exception that any Donation that we have already accepted from you before the new Donation Terms are posted will continue to be subject to the Donation Terms in force when your Donation was accepted.
- 1.4 We also have separate terms and conditions on our Website that cover the following:
  - Code Of Conduct <https://wrblo.org/wrblo-code-of-conduct/>
  - Privacy Policy <https://wrblo.org/privacy-policy/>
  - Trademarks <https://wrblo.org/trademarks/>

#### **2. DEFINITIONS AND INTERPRETATION**

##### **2.1 Definitions**

In these Donation Terms, the following definitions shall apply.

- (a) “**Funding Objective**” and “**Funding Objectives**” have the meaning given in Clause 4 (*The Donation*).
- (b) “**We**”, “**Us**”, or “**WRBLO**” means We Rise by Lifting Others incorporated and registered in England and Wales with registration number 10890526, whose registered office is at Rivers Lodge, West Common, Harpenden, England, AL5 2JD
- (c) “**You**”, “**Your**”, or “**the Donor**” means the donor, and shall include the donor’s personal representatives, successors or permitted assigns.

##### **2.2 Interpretation**

- (a) Headings shall not affect the interpretation of these terms and conditions.

- (b) Words indicating the singular also include the plural and words indicating the plural also include the singular.
- (c) “**written**” or “**in writing**” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (d) A reference to any law, statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.
- (e) A reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees.
- (f) Any words following the terms ‘**including**’, ‘**include**’, ‘**in particular**’, ‘**for example**’, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 3. **REGISTRATION PROCESS**

Before making a Donation, You need to register with us using the link below:

[Contact Us – WRBLO](#)

As part of the registration process, You and WRBLO can agree the amount and timing of each Donation and how funds will be used, taking into account the Funding Objectives (defined in Clause 5 (*Funding Objectives*)).

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

### 4. **THE DONATION**

The Donor agrees that any Donations will be paid to WRBLO in accordance with this Clause 4 (*The Donation*).

All funds donated by a Donor should be transferred to the following account:

The Cooperative Bank plc  
Branch Business Direct  
P.O. Box 250  
Skelmersdale  
WN8 6WT

Sort Code: 089299

Account Number: 67271461

International Bank Account Number

IBAN: GB05CPBK08929967271461

Swift: CPBKGB22

We generally accept Donations in pounds sterling. Donations made in other currencies will be converted by your bank or payment card provider in accordance with your agreement with them. Any bank fees generated by this conversion are outside of our control and do not affect the value of your Donation.

No interest will accrue to funds held by WRBLO.

When making the Donation, it is your responsibility to ensure that the Donation value is correct, and to only make the intended number of Donations. We can take no responsibility if the intended Donation fails due to incorrect information being provided or errors in transfer.

You acknowledge that the Donation is a voluntary gift to WRBLO to be applied by WRBLO in furtherance of its charitable purposes

If you mistakenly enter an incorrect Donation amount or repeat a Donation, it is your responsibility to inform us in a timely manner (contact us [here](#)). Once contacted, we will use our reasonable efforts to provide a refund. However, we cannot guarantee this and cannot be held liable for any bank fees you may be charged as a result of the Donation(s).

## 5. **FUNDING OBJECTIVES**

- 5.1 Your Donation will be used by WRBLO in funding the implementation or expansion of much-needed community projects and services which are intended to tangibly address any of the following eight social issues:

- (a) Poverty;
- (b) Healthcare;
- (c) Community Development;
- (d) Community Cohesion;
- (e) Financial Inclusion;
- (f) Local Agriculture;
- (g) Business Enterprise; and
- (h) Community building and infrastructure,

(individually, a “**Funding Objective**” and together, the “**Funding Objectives**”).

6. We agree that we shall use the Donation for a specific project(s) agreed between us or, where that is not possible or no longer appropriate, for such other project(s) designated by WRBLO which fall within the scope of the Funding Objectives and WRBLO’s charitable purposes.
7. WRBLO will monitor expenditure of funds received and, where practicable, will provide periodic updates on the status of supported project(s) via the Website or other communications. Such reporting is for transparency and information only and does not form part of any contractual consideration for the Donation.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 You acknowledge that all copyright, trade marks and other intellectual property rights in our Website and all photographs, footage, designs, images, text, software, data and other material in our Website or generated by our Website are owned by WRBLO or our licensors. You are permitted to use the Website and this material only as expressly authorised by us.
- 8.2 You are permitted to print and download extracts from our Website for your personal non-commercial use and for private study or teaching purposes, provided in each case that:
  - (a) Copyright and source indications are also printed and copied;
  - (b) No modifications are made to the materials and they are not used as part of any other publication;
  - (c) Any document is printed and copied entirely and is not used in a derogatory or misleading context; and
  - (d) The material is not used in a manner which may damage our reputation or otherwise be harmful to us or impair our ability to achieve our charitable objects.
- 8.3 No other use of material in our Website may be made without first obtaining our written permission. In particular, you must not do the following unless you have first obtained our written permission:
  - (a) Incorporate any material from our Website in any other work or publication, whether in hard copy or electronic form; or
  - (b) Make any commercial use or publication of any material on our Website (other than as necessary for the purpose of viewing the Website in the course of business).
  - (c) If you wish to use any material from our Website other than in accordance with term 6.2 above, please email your request.
- 8.4 The photographic, text and other graphic images within any products or publications supplied to you are copyright works and none of them may be copied, reproduced, licensed or otherwise exploited.
- 8.5 The WRBLO name and logo are protected by copyright. Other logos and names used on our Website may be trade marks of WRBLO or their respective owners. No permission is given by us in respect of the use of any such trade marks, names or logos and such use may constitute an infringement of the holder's rights.
- 8.6 Whilst we encourage our donors to campaign on the issues referred to on our Website, please do not imply that you are taking action on behalf of WRBLO without our express written permission.
- 8.7 Any rights not expressly granted in these terms are reserved.

9. **DATA PROTECTION**

WRBLO will comply with all applicable requirements and all obligations under any applicable data protection law arising in connection with the Donation Terms.

10. **TAX**

It is your responsibility to determine whether you qualify for tax relief (such as Corporate Gift Aid). WRBLO is not able to provide any form of legal, financial or taxation advice in this regard.

11. **LIABILITY**

11.1 WRBLO shall under no circumstances whatsoever be liable to the Donor and/or the Donor's affiliates whether pursuant to an indemnity or otherwise and whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for:

- (a) loss of profits (whether direct or indirect);
- (b) loss of sale or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; or
- (g) indirect or consequential loss.

11.2 Without prejudice to the foregoing, the total liability of WRBLO to the Donor, under or in connection with the Donor Terms (including for breach of contract, in tort, breach of statutory duty, equity or any other legal theory) shall be limited to the amount of the Donation.

11.3 This Clause 9 (*Liability*) shall not limit liability in any case of fraud, deliberate default or reckless misconduct by WRBLO.

12. **EVENTS BEYOND OUR CONTROL**

If WRBLO is prevented, hindered or delayed in or from performing any of its obligations under these Donation Terms by an event beyond WRBLO's control, WRBLO shall not be in breach of WRBLO's obligations hereunder or otherwise be liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13. **ENTIRE AGREEMENT**

These Donation Terms contain the entire agreement between the parties on the matters to which the Donation Terms relates and supersedes all prior commitments, agreements and understandings, whether express, implied, written or oral, on those matters.

**14. SEVERABILITY OF INVALID PROVISIONS**

If any provision or part-provision of the Donation Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Donation Terms.

**15. NO PARTNERSHIP OR AGENCY**

Nothing in these Donation Terms shall be deemed to create any joint venture, partnership or agency between You and WRBLO. It is understood that You and WRBLO shall be independent of the other and that neither party shall have the right or authority to bind the other party.

**16. GOVERNING LAW AND JURISDICTION**

16.1 The Donation Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.2 You and WRBLO irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Donation Terms or its subject matter or formation.