

Langham Partnership UK & Ireland

Fundraising Page Terms and Conditions

Version: 1.2

Effective from: [DATE]

These Terms and Conditions apply when you create or use a fundraising page on the Langham Partnership UK & Ireland website. These Terms and Conditions should be read alongside the Langham Partnership UK & Ireland Fundraising Page guidance: 'Fundraising Safely and Responsibly for Langham'.

Please read them carefully. By creating a fundraising page and confirming that you accept these Terms and Conditions, you agree to be bound by them.

1. About us

Langham Partnership UK & Ireland ("Langham", "we", "us" or "our") is a registered charity in England and Wales (Charity No. **1092233**) and a company limited by guarantee (Company No. **4235957**).

Our registered office is:

Langham Partnership UK & Ireland
Lancaster Street
Carlisle
CA1 1TF
United Kingdom

Our fundraising pages allow supporters ("Fundraisers", "you" or "your") to raise money in support of Langham through events, challenges, celebrations, sponsored activities and other approved fundraising activities.

2. Creating a fundraising page

When you create a fundraising page, you agree that:

- the information you provide about yourself and your fundraising activity will be true, accurate and not misleading;
- you are genuinely raising money in support of Langham Partnership UK & Ireland;
- you will not use your fundraising page for any unlawful, fraudulent, misleading or inappropriate purpose;
- you will keep the information on your fundraising page reasonably accurate and up to date;
- you will be clear with potential donors about what you are doing and why you are fundraising;

- you will follow these Terms and Conditions, Langham's fundraising guidance and the relevant sections of the Fundraising Regulator's Code of Fundraising Practice; and
- you will comply with any reasonable instructions given to you by Langham in connection with your fundraising.
- Your fundraising should align with our [vision, mission, values and statement of faith](#)

You must not create a fundraising page in another person's name without their permission.

Submitting a fundraising page does not guarantee that it will be published. Fundraising pages are subject to approval by Langham before going live. We may decline to approve a page, or ask you to amend it, where we reasonably consider this necessary to comply with these Terms, applicable law, regulatory requirements, safeguarding considerations or to protect Langham, its beneficiaries, supporters or the public

Fundraising pages can be set up anywhere in the world with the donations coming to Langham Partnership UK and Ireland. If you are fundraising outside the UK, you must adhere to any local legal requirements around fundraising.

3. Age requirements

You must be **18 years of age or over to create and manage a fundraising account**.

Children and young people may participate in suitable fundraising activities with appropriate permission and supervision from a parent, guardian or responsible adult. Children participating in fundraising remain the full responsibility of the lead fundraising adult.

Fundraising involving children must be age-appropriate. Children under 16 must not be given overall responsibility for handling or counting money.

Additional age restrictions may apply to particular fundraising activities or events.

4. Fundraising standards

When fundraising in support of Langham, you agree to act legally, openly, honestly and respectfully.

You must:

- follow the relevant sections of the [Fundraising Regulator's Code of Fundraising Practice](#);
- follow Langham's **Fundraising Safely and Responsibly** guidance;
- give potential donors accurate information about your fundraising;
- allow people to make their own informed decision about whether to donate;

- respect someone's decision not to donate;
- not place undue pressure on anyone to donate;
- not be unreasonably persistent;
- not deliberately mislead or exaggerate;
- respect people's privacy; and
- take particular care when interacting with children or people who may be in vulnerable circumstances.

If you become aware that someone may not be able to make an informed decision about donating, you must not knowingly take advantage of their circumstances or place pressure on them to donate.

5. Your fundraising activity

Unless Langham expressly agrees otherwise in writing, your fundraising activity is organised by you and not by Langham.

You are responsible for taking reasonable steps to make sure that your fundraising is safe, legal and appropriately managed.

Depending on the activity, this may include:

- obtaining permissions, licences or consents;
- obtaining permission from the owner of any property or venue being used;
- carrying out an appropriate risk assessment;
- arranging appropriate insurance;
- following relevant health and safety requirements;
- following the rules of an event organiser, venue or governing body;
- complying with rules relating to collections, raffles, lotteries, prize draws or sales;
- ensuring appropriate supervision of children and young people; and
- following Langham's safeguarding procedures where applicable.

Unless Langham has expressly agreed otherwise, you must not say or imply that your activity is organised by Langham or that you are an employee, agent or authorised representative of Langham.

You may describe yourself as “**fundraising in support of Langham Partnership UK & Ireland.**”

6. Safeguarding

You must take reasonable steps to protect yourself, other fundraisers, potential donors and members of the public during your fundraising.

Where your activity involves children, young people or adults at risk, you must follow any safeguarding guidance provided by Langham and any applicable legal requirements.

Any safeguarding concern arising from your fundraising must be reported promptly using [Langham's safeguarding procedures](#).

If you are unsure whether your proposed activity is appropriate, please contact Langham before proceeding.

7. Donations and how funds will be used

Donations made through your Langham fundraising page are donations to **Langham Partnership UK & Ireland**.

Unless the fundraising page relates to an approved specific appeal or fund, donations will be used to support Langham's charitable work where they are most needed.

Where Langham has approved fundraising for a particular appeal, project or purpose, the fundraising page will explain how donations will be used and, where appropriate, what may happen if:

- the fundraising target is exceeded;
- insufficient money is raised;
- circumstances affecting the project change; or
- it becomes impossible or impractical to use the funds for the original purpose.

You must not create your own restricted purpose or promise donors that their donation will be used for a particular person, project, country or activity unless Langham has approved this in advance.

You must not promise donors goods, services, financial returns or other benefits in return for their donation unless Langham has expressly agreed to this.

Donations made through the fundraising page are received by Langham and cannot be withdrawn by the Fundraiser.

8. Fundraising targets

Any fundraising target displayed on your page is a target only.

Unless separate event terms say otherwise, you are not required to reach the target.

If you exceed your target, donations will continue to be used in accordance with section 7.

9. Gift Aid

Eligible UK taxpayers may be able to increase the value of qualifying donations through Gift Aid.

Eligibility for Gift Aid is determined by HM Revenue & Customs rules.

You must not:

- complete a Gift Aid declaration on behalf of a donor;
- tell someone they can claim Gift Aid when you know they are not eligible; or
- represent payments for goods, tickets, raffles or other benefits as qualifying donations.

Langham may decide not to claim Gift Aid where a donation does not appear to meet HMRC requirements.

10. Content on your fundraising page

You are responsible for the text, photographs, videos and other material you submit ("Content").

Your Content must not:

- be false, misleading or fraudulent;
- be defamatory, threatening, abusive or obscene;
- promote hatred, discrimination or violence;
- infringe another person's copyright, trade mark, privacy or other rights;
- disclose another person's personal information without appropriate permission;
- encourage illegal or seriously unsafe activity;
- contain unrelated advertising or commercial promotion;
- contain harmful software or links; or
- otherwise expose Langham, its beneficiaries, supporters or the public to significant legal, safeguarding or reputational risk.

Langham may edit, hide or remove Content that we reasonably believe breaches these Terms or is otherwise inappropriate for our website.

11. Photographs, videos and intellectual property

You must only upload photographs, videos, text, music, logos or other material that you own or have appropriate permission to use.

You are responsible for obtaining appropriate permission before publishing identifiable photographs, videos or personal information about another person.

Particular care must be taken with information or images relating to children, vulnerable people or people in circumstances where publication could create a safeguarding or security risk.

By uploading Content, you give Langham a non-exclusive, royalty-free permission to display and use that Content for the operation and reasonable promotion of your fundraising page and activity.

You continue to own any intellectual property rights you have in your Content.

12. Langham's name and logo

You may state that you are “**fundraising in support of Langham Partnership UK & Ireland.**”

You must not use Langham's name, logo or branding in a way that suggests Langham is organising, sponsoring or endorsing your event unless we have agreed to this.

Any logos or fundraising materials supplied by Langham remain our intellectual property and may only be used for the purpose for which they were supplied.

13. Personal information and privacy

When you create or use a fundraising page, Langham will collect and use personal information about you.

We may use this information to:

- create and administer your fundraising account and page;
- process donations associated with your page;
- communicate with you about your fundraising;
- provide fundraising support;
- prevent fraud or misuse;
- maintain appropriate financial and fundraising records; and
- meet our legal and regulatory obligations.

Further information about how we collect, use, retain and protect personal information and about your data protection rights is contained in the [Langham Partnership UK & Ireland Privacy Policy](#).

Any choice about receiving marketing communications from Langham will be dealt with separately from your acceptance of these Terms and Conditions.

14. Donor information

Depending on the functionality of the fundraising system and the choices made by individual donors, you may be able to see limited information about people who donate to your page.

You must respect donors' privacy.

You must not:

- sell or share donor information;
- use donor information for unrelated purposes;

- add donors to a mailing or marketing list without an appropriate lawful basis; or
- attempt to identify someone who has chosen to donate anonymously.

Langham may communicate directly with donors in connection with their donation, Gift Aid, administration and other communications permitted by applicable law and our Privacy Policy.

15. Cash and offline donations

If you collect cash or other offline donations, you are responsible for keeping them secure and passing them to Langham as soon as reasonably practicable using an approved method.

You must:

- keep appropriate records where necessary;
- not deduct personal expenses from donations unless Langham has agreed this in writing beforehand; and
- only record genuine offline donations on your fundraising page.
- not use your own Gift Aid Declaration for these gifts;

If you are planning a public collection, raffle, lottery or similar activity, you must check with Langham first because additional legal requirements may apply.

16. Complaints and concerns

Fundraising should always be carried out respectfully.

If someone raises a complaint or concern about your fundraising, you should:

- treat them respectfully;
- tell them how they can contact Langham;
- promptly tell Langham about any serious complaint or concern; and
- cooperate reasonably with Langham in investigating and resolving it.

You should not attempt to discourage someone from making a complaint.

Langham has a publicly available [Feedback and Complaints Policy](#). Where appropriate, unresolved fundraising complaints may be referred to the Fundraising Regulator.

17. Refunds and cancelled activities

Donations are generally non-refundable.

Langham will only refund donations where it has the legal power to do so and where this is consistent with its policies, donor rights and applicable charity law.

If your event or activity is cancelled, substantially changed or cannot be completed, you must tell Langham as soon as reasonably practicable.

Cancellation of an activity does not automatically mean that donations will be refunded. Langham will determine the appropriate action having regard to the circumstances, representations made to donors and applicable charity law.

18. Prohibited fundraising

You must not use a Langham fundraising page:

- for your own financial benefit;
- to raise money for another organisation, person or cause unless Langham has expressly authorised this;
- for fraudulent or misleading fundraising;
- for unlawful purposes;
- to promote hatred, discrimination or violence;
- for an unauthorised lottery, raffle, prize draw or gambling activity;
- to sell unlawful or regulated goods or services;
- to infringe another person's rights; or
- in a way that creates an unacceptable legal, financial, safeguarding or reputational risk.

If you are unsure whether an activity is permitted, please contact Langham before proceeding.

19. Suspending or removing fundraising pages

Langham may suspend, restrict, edit, close or remove a fundraising page if we reasonably believe:

- these Terms and Conditions have been breached;
- relevant requirements of the Code of Fundraising Practice have not been followed;
- information on the page is inaccurate or misleading;
- fraudulent or suspicious activity may have occurred;
- there is a safeguarding concern;
- the activity creates an unacceptable legal, financial or reputational risk;
- we are required to do so by law or a regulator; or
- action is reasonably necessary to protect Langham, donors, beneficiaries, fundraisers or the public.

Where appropriate, we will try to contact you about the action taken.

20. Availability of the fundraising service

We will take reasonable steps to keep the fundraising service available and secure, but cannot guarantee uninterrupted or error-free availability.

We may temporarily suspend the service for maintenance, security or technical reasons and may change or discontinue features where reasonably necessary.

21. Responsibility and liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

Unless Langham has expressly agreed to organise or manage your activity, you organise and participate in it at your own risk and are responsible for taking reasonable precautions.

Langham is not responsible for organising, supervising or ensuring the safety of independently organised fundraising activities.

Langham will not be responsible for loss or damage arising from your fundraising activity where that loss or damage was not caused by Langham's negligence, breach of these Terms or breach of its legal obligations.

22. Closing your fundraising page

You can ask Langham to close your fundraising page.

Closing your page will prevent further donations through it but will not normally affect donations already made.

Provisions relating to donations, privacy, intellectual property, complaints and liability may continue to apply after the page has closed where appropriate.

23. Changes to these Terms

We may update these Terms from time to time to reflect changes to our fundraising service, applicable law, regulatory requirements or guidance.

The current version will be available on our website.

Where a significant change affects an active fundraiser, we will take reasonable steps to make them aware of it.

24. Governing law

These Terms and Conditions are governed by the laws of England and Wales.

The courts of England and Wales will have jurisdiction, subject to any rights you may have to bring proceedings elsewhere in the United Kingdom or Ireland where applicable.

25. Contact us

If you have questions about these Terms, your fundraising page or your fundraising activity, please contact:

Langham Partnership UK & Ireland

Lancaster Street

Carlisle

CA1 1TF

United Kingdom

Email: uk@langham.org

Telephone: +44 (0)1228 592033

For questions concerning personal information or data protection, please contact our Data Protection Officer at uk@langham.org.

Acceptance

By selecting “I agree”, you confirm:

I have read and agree to the Langham Partnership UK & Ireland Fundraising Page Terms and Conditions. I agree to follow Langham's guidance: Fundraising Safely and Responsibly for Langham and the relevant standards in the Fundraising Regulator's Code of Fundraising Practice. I understand that Langham will process my personal information as described in its Privacy Policy.