



Commercial Participator Agreement

THIS AGREEMENT is made on **enter date**

BETWEEN:

Wynsor Allen Management Services Ltd. t/a DoodleDoo a company registered in England and Wales, number 04102478 whose registered office is Sovereign Court, 230 Upper Fifth Street, Central Milton Keynes, Bucks MK9 2HR (“the Company”).

and

Charity name, a charity registered in **enter country**, number **enter number**, whose registered office is **enter address** (“the Charity”);

WHEREAS

The Charity wishes to agree with the Company that the Company will in accordance with terms of this Agreement be a commercial participator in relation to the Charity.

NOW THIS DEED WITNESSES as follows:

1. COMMERCIAL PARTICIPATOR

The Company will promote the Charity at no cost to the Charity by stating or otherwise publicising that the Charity will benefit if existing, future or potential customers of the Company buy cards or other goods from the Company via the website and choose the Charity to receive the Company’s donation. The Charity will not be responsible for any debts of the Company.

2. APPLICATION OF THE ACT AND THE REGULATIONS

- (a) The Charity and the Company agree that Part II of the Charities Act 1992 (“the Act”) and the Charitable Institutions (Fund-raising) Regulations 1994 (“the Regulations”) will apply to the arrangements made between the Charity and the Company pursuant to this Agreement and that pursuant to the Act and the Regulations the Company will be a commercial participator in relation to the Charity.
- (b) The Company represents and warrants to the Charity that it has full notice of the provisions of the Act and the Regulations and specifically, but without limitation, the provisions of Part II of the Act and regulation 3 of the Regulations and accordingly the Company undertakes with the Charity that it will provide such information, make such statements and comply with such requirements as are specified in the Act and the Regulations.

3. TERM OF AGREEMENT AND TERMINATION

- (a) The contractual term of this Agreement is from **enter date** until termination in accordance with 3(b)
- (b) This Agreement will terminate:
 - (i) if either party shall give to the other written notice of not less than [90] days of its wish to terminate the Agreement;
 - (ii) immediately in the event of a breach by the Company or the Charity of any of the provisions of this Agreement;
 - (iii) immediately if the Charity loses charitable status;
 - (iv) immediately in the event of the Company or the Charity being insolvent within the meaning of section 123 of the Insolvency Act 1986;
 - (v) Immediately in the event of the Company doing any act which the Charity reasonably considers will or may bring the Charity's name into disrepute; and
 - (vi) Immediately in the event of the Charity doing any act which the Company reasonably considers will or may bring the Company's name into disrepute.
- (c) Termination shall be without prejudice to any right of action or remedy of either party as against the other subsisting at the time of termination.

4. RESTRICTIONS ON THE COMPANY

- (a) The Company shall not be authorised to raise funds for the Charity except as authorised by this Agreement.
- (b) Following the termination of this Agreement the Company shall not be nor shall it hold itself out as being authorised to raise funds on behalf of the Charity or as being connected in any way with the Charity.
- (c) The Company agrees that neither it nor its employees, directors or other representatives will hold themselves out to be employees, directors or representatives of the Charity or in any way connected to the Charity otherwise than as contemplated by this Agreement.

5. PAYMENTS TO CHARITY

- (a) The Company will donate and pay to the Charity **enter %**, **after deduction of VAT**, for every sale of greetings cards made from its Internet site where the Charity is nominated by customer. Other products may attract a different percentage donation which will be advised as the products are introduced.
- (b) All sums due to the Charity shall be paid within 45 days of the end of each quarter unless the sum is less than £10. These donations will be carried through to the next period.

- (c) From time to time there may be opportunities for an enhanced donation level due to a promotional period such as Charity Of The Month scheme and will be advised in writing by the Company.

6. RECORDS

- (a) The Company shall keep proper records of all sales made during the term of this Agreement.
- (b) The Company shall permit representatives of the Charity to inspect such records via the Charity's web access to the Internet site.
- (c) The Company shall supply to the Charity a quarterly statement indicating the amount payable to the Charity in consequence thereof.

7. COPYRIGHT IN MATERIALS & TRADEMARKS

In signing this Agreement:

- a. the Charity grants DoodleDoo non-exclusive rights to use the Charity's logo(s) on the goods supplied to its customers and for the purposes of marketing and promotion.
- b. DoodleDoo grants non-exclusive rights to the Charity to use the Company's logos, images, videos and other such materials as made available from time to time for the purposes of marketing and promotion.

8. OBLIGATIONS OF THE CHARITY

The Charity agrees to make all reasonable efforts to maximise potential donations by using its resources to communicate the opportunity for fundraising via DoodleDoo to its supporters on a regular basis and to the wider public when opportunity arises.

9. CONFIDENTIALITY

Whether before or after the termination of this Agreement

- (a) the Company will not without the prior written consent of the Charity disclose any confidential information relating to the Charity which is acquired as a result of the Company's involvement with the Charity; and
- (b) the Charity will not without the prior written consent of the Company disclose any confidential information relating to the Company which is acquired as a result of the Charity's involvement with the Company.

10. DATA PROTECTION

No personal data of customers of DoodleDoo or supporters of the Charity will be shared between parties. All DoodleDoo customer data will be processed in accordance with the Data Protection Act 1998 and the General Data Protection Regulations (EU 2016/679) and as detailed in the policies published on the Internet site by the Company.

11. VARIATION

This Agreement may be varied at any time by writing with the agreement of the parties any such variation shall be endorsed on or attached to this Agreement.

12. INDEMNITY

The Company will indemnify and keep indemnified the Charity in respect of any costs, charges, awards, damages, payments or other liability suffered or incurred by the Charity resulting directly or indirectly from a breach of this Agreement by or by any act or omission of the Company.

13. NOTICE AND COMMUNICATIONS

- (a) For the purposes of giving notice under this Agreement and otherwise for communications between the parties the Charity will normally be represented by **enter contact** and the Company by Glenn Wynsor.
- (b) Every notice under this Agreement shall be treated as having been duly given 24 hours after being sent by first class post to the address as stated above of the party to whom it is addressed OR by email which has been acknowledged by the receiving party.

14. CODE OF FUNDRAISING PRACTICE

Both parties agree to comply with the Fundraising Regulator's Code of Fundraising Practice.

15. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof this Agreement has been executed on the date mentioned above.

EXECUTED for and on behalf of **enter Charity**

enter name

EXECUTED for and on behalf of Wynsor Allen Management Services Ltd t/a DoodleDoo

Glenn Wynsor

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