

(On the letterhead of the Greetings Card Company Limited)

(address of the Charity)

(date)

Dear *(Name)*,

Retail of Products through **www.charitycards.co.uk** (“the Website”)

Further to your application via the Website I am writing to confirm the terms and conditions between *[insert charity name]* (“the Charity”), *[insert trading company name if required]* (“the Trading Company”) and The Greetings Card Company Limited (“TGCC”) regarding our promotion in respect of the sale of products through the Website (the “Promotion”).

The Promotion shall commence upon *[date]* and shall continue until terminated in accordance with Clause 5 of the attached Terms and Conditions (“the Promotion Period”) and relates to the following categories of Product:

Unbranded Products

TGCC sells a range of unbranded Products through the Website. A percentage of the retail price of any unbranded Product sold through the Website is payable to a charity of the customer’s choice from our list of participating charities. In the alternative the customer may choose for the relevant percentage of the retail price to be shared equally by all of our participating charities.

By entering into the Contract the Charity will be added to our list of participating charities and shall receive any relevant payments that customers wish to make to the Charity at the rates specified in the attached Specification Sheet.

Branded Products

TGCC may also, with the permission of the Charity, produce and sell Products which carry the name and logo of the Charity.

By entering into the Contract you are agreeing to grant TGCC a non-exclusive, worldwide licence to use the name and logo of the Charity and any affiliated trade marks on such Products during the Promotion Period. Where any such Products are sold, the Charity shall receive a royalty at the rate specified in the Specification Sheet.

Charity’s Own Products

TGCC may at its discretion agree from time to time to sell products produced by the Charity through the Website. The Charity will receive a royalty in respect of any such products sold through the Website at the rate specified in the Specification Sheet.

Royalties shall be payable on a yearly basis in respect of the period to 31 March during each year of the Promotion Period (“Royalty Period”).

Where appropriate TGCC will use the agreed Royalty Statement and Mission Statement (as set out within the Specification Sheet) on the Website and in promotional material relating to the Promotion.

For the avoidance of doubt, TGCC has the right to choose at its discretion which products are sold through the Website, including without limitation, any branded shop that TGCC provides for the Charity through the Website.

This covering letter together with the Specification Sheet and Terms and Conditions attached to it (together “the Terms”) constitute the entire agreement between the Charity, [the Trading Company] and TGCC in respect of the Promotion. Terms used within this Covering Letter and the Specification Sheet shall have the meanings given in the Terms and Conditions. If there is a conflict between the provisions of this letter, the Specification Sheet and/or the Terms and Conditions, the conflict will be resolved according to the following order of priority: (i) this Covering Letter; (ii) the Specification Sheet; and (iii) the Terms and Conditions.

Please arrange for the enclosed copy of this Covering Letter to be signed and dated by an authorised signatory of the Charity [and the Trading Company] to evidence acceptance of the Terms and return it to us.

Yours sincerely

William F. Ruffman
Managing Director
For and on behalf of
The Greetings Card Company Limited

(on a copy of the covering letter)

Accepted and agreed

For and on behalf of

(Charity)

Date:

[For and on behalf of

(Trading Company)

Date:]

Specification Sheet

1. Charity Details

Registered Charity Number:

Full Name:

Abbreviated Name (if any):

Address:

Telephone Number:

Website Address:

Mission Statement:

Letter of Support:

Royalty Statement:

'A percentage of the retail price (exclusive of VAT, postage and any additional options) of each product sold to you on this website shall be paid to a charity of your choice from our list of participating charities in accordance with the following rates:

Unbranded products - 7.5 %

Personalised Christmas Cards - 10%

Branded Products - 15%

If you do not specify a charity from our list of participating charities, the relevant percentage of the retail price of the products sold to you will be shared equally by all of our participating charities.

Where the charity has requested us to do so, we will pay the sums to a trading company which gift aids all of its taxable profits to the charity.

The above provisions do not apply to a charity's own products, in respect of which 66% of the retail price of each product sold to you (exclusive of VAT, postage and any additional options) shall be paid to the charity that produced the products (or its trading company).

No Royalty Products

TGCC does not make royalty payments to the charities participating in the Website on any sales of Royal Mail stamps, the Message and Gift service or the Sign and Send service.

2. Trading Company (if any)

Name:

Registered Company Number:

Registered office (if different to above):

3. Bank Account Details

Bank name:

Account name:

Account number:

Sort Code:

4. Charity Manager Details

Name:

Job Title:

Direct Telephone number:

Address (if different to above):

E-mail:

Login Password:

5. Name, Logo and Trade Names

[insert details]

6. Royalties

Unbranded Products

Any unbranded products – 7.5% of the Retail Price or a pro rata proportion of such percentage where the customer chooses to pay such royalty to all of TGCC's participating charities;

Branded Products

Personalised Christmas Cards – 10% of the Retail Price or a pro rata proportion of such percentage where the customer chooses to pay such royalty to all of TGCC's participating charities;

All other TGCC produced branded products – 15% of the Retail Price

Charity's Own Products

All Charity's own products – 66% of the Retail Price

Terms and Conditions

1. Definitions and Interpretation

1.1 In these terms and conditions the following words or phrases shall have the following meanings:

“**Account**” means the bank account detailed in the Specification Sheet;

“**Charity**” means the charitable or other non-profit organisation further detailed in the Specification Sheet;

“**Contract**” means any contract between the Parties in relation to sales of Products through the Website incorporating these terms and conditions;

“**Covering Letter**” means the letter from TGCC to the Charity and (if applicable) the Trading Company, to which these terms and conditions are attached;

“**Logo**” means the name or official trade mark or logo of the Charity together with any accompanying words as further detailed in the Specification Sheet;

“**Minimum Royalty Amount**” £50

“**Name**” means the name of the Charity, as further detailed in the Specification Sheet;

“**Parties**” means each of TGCC, the Charity and (if applicable) the Trading Company and “**Party**” shall mean any one of them;

“**Products**” means any Products sold by TGCC through the Website from time to time;

“**Promotion**” has the meaning given in the Covering Letter;

“**Promotion Period**” means the period of the Promotion as further detailed in the Covering Letter;

“**Promotion Products**” means any Products to which the Promotion applies as further detailed in the Covering Letter;

“**Receiving Party**” means the Party nominated for the purposes of the Contract by the Charity to receive payment of the Royalties under clause 4 (being either the Charity or the Trading Company);

“**Retail Price**” means the amount received by TGCC in respect of a sale of a Promotion Product less any sums received in respect of postage, packaging and any applicable taxes (including without limitation, VAT);

“**Royalties**” means the royalties payable to the Receiving Party in respect of sales of Promotion Products by TGCC as further detailed in the Covering Letter and the Specification Sheet;

“**Royalty Period**” has the meaning given in the Covering Letter;

“**Royalty Rate**” means the rate of any Royalty payable to the Receiving Party in respect of a sale of a Promotion Product as further detailed in the Specification Sheet;

“**Specification Sheet**” means the Specification Sheet attached to the Covering Letter;

“**Territory**” means worldwide;

“**Trade Marks**” means the registered trade marks of the Charity and/or (if applicable) the Trading Company in relation to the Name and the Logo as further detailed in the Specification Sheet;

“**Trading Company**” means the company (if any) controlled by the Charity for the purposes of undertaking commercial activities as further detailed in the Specification Sheet.

1.2 Clause headings do not form part of the Contract and shall not be taken into account in its construction or interpretation.

1.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.4 References to clause(s) and schedule(s) are references to clause(s) and schedule(s) of and to the Contract.

2. Licence

2.1 The Charity and (where applicable) the Trading Company hereby grants to TGCC the non-exclusive right in the Territory to use the Name, Logo and Trade Marks for the purposes of exercising its rights and performing its obligations under the Contract including, without limitation, the promotion, advertisement and sale of the Products through the Website in accordance with the terms of and for the duration of the Contract.

2.2 TGCC shall use the Name, Logo and Trade Marks in the form and manner specified by the Charity or (if applicable), the Trading Company, and not otherwise.

2.3 TGCC shall not sub-license, transfer or otherwise deal in any way with the rights of use of the Name, Logo and Trade Marks granted under this Contract.

2.4 TGCC shall not do or omit to do anything in its use of the Trade Marks that may or would adversely affect their validity.

2.5 If any claim is made against TGCC that its use of the Name, Logo or Trade Marks under the Contract infringes the intellectual property or other rights of any third party the Charity and (if applicable) the Trading Company shall, except to the extent that the claim is due to the default of TGCC, indemnify TGCC against all damages or other compensation awarded against TGCC in connection with the claim and all legal or other expenses incurred by TGCC in or about the defence or settlement of the claim. TGCC shall notify the Charity and (if applicable) the Trading Company after becoming aware of the claim, and shall take all action reasonably required by the Charity and (if applicable) the Trading Company to avoid, compromise or defend the claim and any proceedings in respect of the claim, subject to TGCC being indemnified and secured to its reasonable satisfaction against all costs and expenses which may be incurred in so doing.

3. Limitation of Liability

3.1 This clause 3 sets out the entire financial liability of TGCC (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Charity and (if applicable) the Trading Company in respect of:

3.1.1 any breach of the Contract;

3.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

3.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

3. Nothing in the Contract limits or excludes the liability of TGCC:

3.3.1 for death or personal injury resulting from negligence; or

3.3.2 for any damage or liability incurred by the Charity or the Trading Company as a result of fraud or fraudulent misrepresentation by TGCC; or

3.3.3 in respect of any liability that it is unlawful for TGCC to exclude under the Contract.

3.4 Subject to clause 3.2 and clause 3.3 TGCC shall not be liable, whether in tort (including for negligence, breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, loss of use, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

4. **Royalties and Payment**

4.1 TGCC shall pay to the Receiving Party a Royalty in respect of each Promotion Product sold during the relevant Royalty Period.

4.2 The Royalty payable to the Receiving Party in respect of a Promotion Product shall be a sum calculated at the appropriate Royalty Rate in respect of the Retail Price of the relevant Promotion Product.

4.3 TGCC shall no later than 14 days from the date of expiry of each Royalty Period submit to the Receiving Party a statement setting out the Promotion Products sold by TGCC during the Royalty Period and the amount of Royalties payable to the Receiving Party in respect of the said Promotion Products.

4.4 Subject to clause 4.5, TGCC shall pay any Royalties due to the Receiving Party as detailed within any statement issued by TGCC under clause 4.3 no later than 30 days from the date of receipt by TGCC from the Receiving Party of an invoice in respect of the same (including, where applicable, any VAT payable in respect of such Royalties).

4.5 In the event that the total Royalties payable to the Receiving Party in respect of a Royalty Period (including any Royalties payable in respect of any previous Royalty Periods which have been carried forward under this clause 4.5) is less than the Minimum Royalty Amount then TGCC shall be entitled to carry such Royalties forward to the following Royalty Period.

5. **Termination**

Without prejudice to any accrued rights of one Party against the other any Party may terminate the Contract by giving no less than 14 days' notice in writing to the others.

6. **Effects of Termination**

6.1 Termination of this contract however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.

6.2 All rights and licences of TGCC under this contract shall terminate on the termination date save that TGCC shall be entitled to fulfil any orders for Products outstanding upon the termination date.

6.3 Any Royalties payable to the Receiving Party under the Contract up to the date of termination shall be paid by TGCC to the Receiving Party in accordance with clause 4.

7. **Force majeure**

No Party shall be liable to the other for any loss or damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non performance of its obligations under the Contract due to any cause beyond either party's reasonable control including, but not limited to, any act of God, war (or threat thereof), act or threatened act of terrorism, military operations, riot, accident, failure or shortage of power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightning, strike, lock out, trade dispute or labour disturbance, the act or omission of or refusal of any licence or permit by any government or other competent authority.

8. **General**

8.1 The Contract contains the entire understanding between the Parties and any variation of or addition to or deletion from the provisions of this Contract shall not be effective unless the same have been reduced into writing and signed by or on behalf of the Parties to this Contract by persons duly authorised.

8.2 Nothing in this Contract is intended to nor shall create any partnership, joint venture or agency, the Parties being with respect to one another independent contractors.

8.3 No party to the Contract shall be entitled to assign, charge, license, sub-license or otherwise part with the possession of the benefit or burden of the whole or any part of the Contract without the prior written consent of all of the other parties to the Contract.

8.4 A person who is not a party to this Contract may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

8.5 Any notice or communication given under the Contract shall be in writing and shall be left at or sent by recorded delivery post or facsimile transmission or comparable means of communication to any Party at the address set out in the Contract or such other address of which notice in writing is given for that purpose and any notice so given by post shall be deemed to have been served 48 hours after it is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted as aforesaid. Any notice given by personal delivery or facsimile transmission shall be deemed served the next working day after the delivery or fax transmission or comparable means of communication.

8.6 Illegality and/or unenforceability of any part of the Contract shall not affect the legality or enforceability of the balance of the Contract.

8.7 The waiver or forbearance or failure of a Party in insisting in any one or more instances upon the performance of any provisions of the Contract shall not be construed as a waiver or relinquishment of that Party's rights to future performance of such provision and the other

Party's obligation in respect of such future performance shall continue in full force and effect.

8.8 This Contract is made in England and the construction, validity and performance of this Contract shall be governed in all respects by English law and the courts of England.