

PLEASE READ CAREFULLY BEFORE PROCEEDING

USER TERMS

THIS AGREEMENT is a legal agreement between you (“User” or “you”) and Giving Lots

(A) PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PARTICIPATING IN ANY AUCTION OR DOWNLOADING, INSTALLING OR USING ANY MATERIALS AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THIS AGREEMENT GOVERNS YOUR PARTICIPATION IN AN AUCTION, AND THE USE OF THE SOFTWARE MATERIALS SUPPLIED TO YOU BY US. BY SUBMITTING A BID IN AN AUCTION YOU ARE ENTERING INTO A BINDING AGREEMENT WITH THE DONOR TO PAY THE AMOUNT THAT YOU HAVE BID.

(B) By clicking the “ACCEPT” button you agree to be bound by all the terms and conditions set out below (the “Terms”), together with any other terms, conditions and notices posted on www.givinglots.co.uk, which together shall constitute the “Agreement”.

(C) By pressing “ACCEPT” you can use:

(i) this website;

(ii) any co-branded websites of Giving Lots at the domains and sub-domains of Giving Lots, and/or

(iii) any other Giving Lots branded websites for users resident in the United Kingdom (any or all of which are referred to as the “Website”).

By accessing and using the Website, you accept and agree to be bound, without modification, limitation or qualification, by the Terms. You acknowledge and agree that your pressing “ACCEPT” will be equivalent to your signing this Agreement.

(D) If you do not agree to the terms of this Agreement, you will not be entitled to buy or sell any goods (“Goods”) via this Website.

(E) Once you press “ACCEPT” and the register your details on the Website you can:

(iv) dispose of any Goods via the Website, if you are a donor (“Donor”);

(v) participate in an auction on the Website, if you are a buyer (“Buyer”), or

(vi) be eligible to benefit from the proceeds of sale of Goods, if you are

(a) a charity selected by the Donor, Buyer or Original Beneficiary, that is to receive the set share of the proceeds of the disposal of the Goods (which must be a charity registered with the Charity Commission, and will include any charitable incorporated organisation within the meaning of the Charities Act 2006) (“Charity” or “Named Charity”) or

(b) an original beneficiary that was the beneficiary of the proceeds of the event at which the Goods were obtained by the Donor (if applicable)

(“Original Beneficiary”), and you will not cancel this Agreement under the Consumer Protection (Distance Selling) Regulations 2000, or any similar legislation, following your acceptance.

(F) Giving Lots may modify or revise the Agreement at any time by updating the text of this page. If Giving Lots does this, you will be bound by the modification. You should therefore visit this page periodically. Giving Lots may also impose specific rules in relation to transactions conducted on the Website, and you agree to be bound by these specific rules.

(G) The sale of any Goods through the Website shall constitute an agreement between the Donor and the Buyer. Giving Lots shall act only as the agent of the Donor and the Buyer for the purposes of: (i) enabling an advertisement of the Goods to be placed on the Website;

(ii) enabling the Donor and the Buyer to determine the price of the Goods and to enable bids to be made in a secure and efficient way;

(iii) arranging the payment of Original Beneficiaries and/or Named Charities from the proceeds of sale received from the Buyer, and

(iv) providing Donors, Buyers, Names Charities, and Events Organisers with relevant and appropriate information relating to the sale of the Goods, and Giving Lots shall neither have the status of a Donor nor of a Buyer.

I ACCEPT

2 DEFINITIONS AND TERM

2.1 All references to Donor, Buyer, Named Charity or Charity shall include potential as well as

actual Donors, Buyers, Named Charities or Charities.

2.2 These Terms shall remain in force from the date on which you accept the Terms and shall continue until your access is discontinued by the system operator as a consequence of your breach of these Terms.

3 IF YOU ARE A DONOR

3.1 Status of Donor

3.1.1 You will have obtained Goods at a charity event or by some other means, and wish to dispose of the Goods through the Website to a Named Charity of your choice.

3.1.2 You warrant that you are an adult aged eighteen and over.

3.2 Title to Goods

3.2.1 You warrant that you have full ownership and possession of the Goods, and must be able to certify the origin of the Goods to the reasonable satisfaction of Giving Lots.

3.2.2 If you are selling the Goods on behalf of someone else then you warrant that you are the agent of that person, and that any sale of the Goods via Giving Lots shall be valid and enforceable by the Buyer.

3.3 Intangible Goods

3.3.1 If the Goods are intangible, or if you have only obtained a future right to Goods ("Intangible Goods"), then you warrant that such Intangible Goods are capable of being exercised and represent a genuine legal right.

3.3.2 In the event that the Intangible Goods are sold to a Buyer and are then cancelled by a third party for reasons beyond the control of any party to these Terms, you acknowledge that you shall have no claim against any party to these Terms in respect of any money paid.

3.3.3 Giving Lots shall have the right to scrutinise any Intangible Goods, which Giving Lots shall not place upon the Website in the event that they do not meet Giving Lots' required standards.

3.4 Registration You must first register yourself with Giving Lots by completing the registration details on the

contact form at <http://www.buoncegivetwice.co.uk/register.html>. The registration will require you to provide the following details, where available:

- 3.4.1 your name, email address, telephone and facsimile numbers;
- 3.4.2 your postal address;
- 3.4.3 details of the Original Beneficiary (if available);
- 3.4.4 details of your Named Charity;
- 3.4.5 details of the origin of the Goods;
- 3.4.6 details of any insurance relating to the Goods;
- 3.4.7 details of the dimensions and weight of the Goods;
- 3.4.8 confirmation that the Goods are safe and are in a marketable state;
- 3.4.9 details of any health and safety issues relating to the Goods, or of any risks relating to the Goods;
- 3.4.10 details of any special storage requirements relating to the Goods, and of whether they are fragile;
- 3.4.11 any conditions that you wish to place on Giving Lots obtaining the Goods from you for the purposes of selling the same to the Buyer;
- 3.4.12 details that will enable Giving Lots to collect the Goods from your named address for collection;
- 3.4.13 confirmation that you are satisfied that part of the proceeds of the sale of the Goods shall be paid to a Charity that is nominated by the Buyer;
- 3.4.14 confirmation that you have full right and title to the Goods; and
- 3.4.15 confirmation of whether you are disposing of the Goods on behalf of someone else and that you have the full written consent from that person to [the] provide such details.

3.5 Accuracy of Information

- 3.5.1 You warrant that any information provided by you in accordance with clause 2.4 is accurate.
- 3.5.2 Giving Lots reserve the right, without prejudice to any of its other rights under these Terms, to suspend or terminate your use of the Website if it appears that any of the information supplied by you at registration is inaccurate in any material respect.

3.6 Confirmation of Registration

3.6.1 Giving Lots shall, upon receipt of your registration information, and provided that such information is acceptable, provide you with confirmation via email and post that you are able to sell Goods from the Website.

3.6.2 Your User name and password will be supplied to you along with the confirmation.

3.7 Personal Data

3.7.1 Giving Lots shall keep all of your personal details strictly confidential in compliance with the Data Protection Act 1998 and all relevant privacy legislation.

3.7.2 Giving Lots shall not provide any of your personal details to any Buyer without your prior written consent.

3.7.3 If you do not grant such approval then Giving Lots shall return the Goods to you at your own cost.

3.8 Identification of You to Named Charity 3.8.1 You consent to Giving Lots notifying the Named Charity that they may receive the sale

proceeds for the Goods.

3.8.2 Giving Lots will not inform the Named Charity of your identity as a Donor without your prior written approval.

3.9 Collection/Delivery

3.9.1 Subject to clause 3.9.2, Giving Lots will not pay for the delivery of the Goods within the United Kingdom from your named address (in accordance with clause 3.4.2), or the cost of packing the Goods.

3.9.2 Giving Lots will not pay for the cost of delivery to the United Kingdom if you are not resident in the United Kingdom or the Goods are not available within the United Kingdom.

3.9.3 Giving Lots will not collect the Goods.

3.9.4 You must deliver the Goods to Giving Lots at the time and place agreed in advance in writing between Giving Lots and yourself.

3.10 Risk in Goods

3.10.1 Giving Lots will not be liable for any loss of, or damage to, the Goods in transit. The

Goods shall not be at the risk of Giving Lots when they are received at Giving Lots' premises.

3.10.2 If the Goods are fragile then you must mark any container in which they are placed as "fragile", and you must ensure that the Goods are correctly and securely packed by Giving Lots so as to minimise the risk of loss or damage.

3.11 Origin of Goods

3.11.1 Giving Lots may check the origin of any Goods supplied by you, and do anything it deems necessary for the purposes of validating the origin of the Goods.

3.11.2 In the event that Giving Lots is not satisfied with the origin of the Goods (for whatever reason), then Giving Lots shall return the Goods to you at your own cost.

3.11.3 Giving Lots shall not be required to provide you with an explanation for the rejection of the Goods.

3.11.4 Giving Lots may contact the police or other authorities if there are reasonable grounds for believing that the Goods are counterfeit, stolen or illegal in any way and may pass the Goods onto the police or other authorities for their investigation.

3.12 Inspection of Goods

3.12.1 Giving Lots shall open the Goods for inspection upon delivery and shall return them to you immediately in the event that they are severely damaged or not in a marketable state.

3.12.2 If, upon inspection, it is evident that the Goods have been subject to only minor damage then Giving Lots shall contact you and inform you of the state that they are in. You shall then confirm to Giving Lots whether you will continue with the disposal of the Goods, or whether they should be returned to you.

3.13 Storage of Goods

3.13.1 Giving Lots shall store the Goods securely in accordance with the details that you supply relating to their storage.

3.13.2 Following any inspection Giving Lots shall replace the Goods in the packages supplied by you, and shall store them in accordance with your instructions.

3.13.3 All Goods stored at Giving Lots' premises (or any premises used by Giving Lots) shall not

be covered by Giving Lots' policy of insurance.

3.14 Retention of Title

3.14.1 You shall retain title to the Goods until Giving Lots are in receipt of cleared funds from the Buyer. 3.14.2 You acknowledge and agree that once the Goods are collected from you in accordance with clause 3.9 you are committed to selling them via the Website.

3.15 Bailee

Giving Lots shall hold the Goods on trust for you, or on trust for any other person where you are acting as the agent for that person.

3.16 Withdrawal of Offer

3.16.1 In the event that it is necessary for the Goods to be withdrawn from sale Giving Lots shall return them to you at your own risk and expense.

3.16.2 In the circumstances described in clause 3.16.1 Giving Lots may charge you an amount equal to no more than twenty percent (20%) of the reserve price.

3.17 Nature of Agreement

3.17.1 You agree that the agreement for the sale of the Goods will be between you and the Buyer, and that Giving Lots acts only as the agent for you and the Buyer.

3.17.2 Any claim that results as a consequence of the sale of the Goods shall be against the Buyer and not against Giving Lots or any Charity.

3.18 Updates

Giving Lots will provide you with regular updates by email indicating the current level of the bidding.

3.19 No Bids

Giving Lots will inform you when no bids have been made within three days following the placement of an advertisement on the Website.

4 IF YOU ARE A BUYER

4.1 Status

4.1.1 You are a User of the Website, and intend to purchase any of the Goods on offer in the

condition in which they are advertised on the Website.

4.1.2 You warrant that you are an adult aged over eighteen.

4.2 Registration

You will need to register some of your personal details with us on the contact form available via the following link <http://www.givinglots.co.uk/register.html>, at no charge to you, in order to buy any Goods. You will need to provide the following details in order to register on the Website:

4.2.1 your name, email address, telephone and facsimile numbers;

4.2.2 your postal address for the purposes of effecting delivery;

4.2.3 your bank details for the purposes of effecting payment;

4.2.4 details of the Named Charity of your choice to which a portion of your payment shall be allocated;

4.2.5 confirmation that you will have the means to pay for the Goods; that you are not an undischarged bankrupt and that you have not been subject to any insolvency proceedings in the last five years;

4.2.6 confirmation that you are aged at least eighteen, and

4.2.7 confirmation (if applicable) that you are buying Goods on behalf of [a] someone else. If you are acting for another person then you must confirm that you have the written permission of that person to provide of such details.

4.3 Confirmation of Registration 4.3.1 When Giving Lots receives your registration information it will provide you with confirmation

via email and post that you can purchase Goods from the Website.

4.3.2 Your User name and password will be supplied with the confirmation.

4.3.3 Upon receipt of your User name and password you will be able to bid for any of the Goods on the Website, by entering an amount of your choosing where indicated on the Website.

4.4 Accuracy of Information

4.4.1 You warrant that any registration information provided by you is accurate and is updated by you from time to time.

4.4.2 Giving Lots may suspend or terminate your use of the Website if it appears that any of the

registration information provided by you is inaccurate in any material respect. 4.5 Personal Data

4.5.1 Giving Lots shall keep your personal details strictly confidential and in compliance with the Data Protection Act 1998 and all relevant privacy legislation.

4.5.2 Giving Lots shall not therefore provide any of your personal details to any Donor or Charity without your prior written approval.

4.6 Insolvency

4.6.1 If you are a bankrupt or are subject to an individual voluntary arrangement then you will not be entitled to purchase any Goods.

4.6.2 If your bankruptcy has been discharged validly or your individual voluntary arrangement terminated validly within the last five years then Giving Lots may still prevent you from purchasing any Goods

4.7 Submission of Bid

When you submit a bid for any Goods in accordance with clause 7.5 you do confirm (by implication) that:

4.7.1 you are satisfied that the Goods have a satisfactory history;

4.7.2 you are satisfied with the stated dimensions and weight of the Goods;

4.7.3 you are prepared to obtain the Goods in the state in which they are delivered to you, provided that they accord with the description given on the Website;

4.7.4 you are able to accept the Goods being fully aware of any health and safety issues relating to the Goods, or of any risks relating to the Goods;

4.7.5 you acknowledge the fragility of certain Goods, and that this means that there will be an increased risk of damage during delivery;

4.7.6 you are satisfied with the terms and conditions placed upon the Goods by the Donor;

4.7.7 you are satisfied that the picture or description of the Goods provided on the Website constitute a sufficient level of information to enable you to make an informed decision to buy the Goods;

4.7.8 you are satisfied that part of the proceeds of payment for the Goods shall go to the Donor's

Named Charity, and

4.7.9 you will pay for the Goods, and that you cannot withdraw your bid if it is accepted.

4.8 Intangible Goods

In the event that the Intangible Goods are sold to you and are then cancelled by a third party for reasons beyond the control of any party to these Terms, you acknowledge that you shall have no claim against any party to these Terms in respect of any money paid.

4.9 Nature of Agreement 4.9.1 When you submit a bid for the Goods in accordance with clause 7.5 you acknowledge that

there is a binding agreement between the Donor and yourself for the sale and purchase of the Goods, which the Donor may enforce against you, and that Giving Lots acts only as the agent for the Donor and for you.

4.9.2 Any claim that is made in relation to your bid shall be against the Donor and not against Giving Lots or any Charity.

4.10 Updates

Once you submit your bid Giving Lots will provide you with regular email updates (in accordance with clause 7.4.2) that will tell you the current level of the bidding, and which will invite you to submit a revised bid, if you wish to do so. Any update email will contain a link allowing you to submit a further bid.

5 IF YOU ARE A CHARITY

5.1 Status

5.1.1 You warrant that you are a charity or a charitable incorporated organisation:

- (a) in England and Wales, falling within the meaning of Section 1 of the Charities Act 2006;
- (b) in Scotland, falling within the meaning of the Charities and Trustee Investment (Scotland) Act 2005, or
- (c) in Northern Ireland, falling within the Charities Act (Northern Ireland) 1964, as it may be amended by any further legislation, and that you comply with all those requirements of the Regulator for Charities in England and Wales, the Office of the Scottish Charity Regulator and the relevant authorities in Northern Ireland (including the Charity Commission for Northern

Ireland), as applicable, that have a material impact upon your being supplied with funds under this Agreement.

5.2 Updates

Giving Lots will provide you with email updates upon request (in accordance with clause 6.4.2) that will tell you the current level of the bidding.

5.3 Bequest

5.3.1 Giving Lots shall inform you promptly of a potential sale of Goods in the event that a Donor notifies Giving Lots of its intention to sell Goods via the Website, or where a Buyer wishes a set share of the proceeds of sale to be allocated to you in accordance with clause 8.

5.3.2 Nothing shall prevent you from selling Goods via Giving Lots where there is no Donor.

5.4 Registration

In the event that you are to be a likely beneficiary Giving Lots shall invite you to register on the contact form available via <http://www.givinglots.co.uk/register.html> at no cost to you. By registering with Giving Lots you shall be entitled to the prompt payment of the proceeds of any sale of the Goods. When registering you must provide:

5.4.1 your full name;

5.4.2 your registered office; 5.4.3 your registration number with the Regulator for Charities in England and Wales, the Office

of the Scottish Charity Regulator and the relevant authorities in Northern Ireland (including the Charity Commission for Northern Ireland), as applicable;

5.4.4 your contact details (including postal address, telephone and facsimile numbers and email address);

5.4.5 a summary of your charitable objects, provided that this does not amount to an advertisement;

5.4.6 whether you consent to having the name of your Charity set out against individual Goods on the Website.

5.4.7 confirmation that you will not supply any items to events where the Event Organiser intends to use an organisation similar to Giving Lots for purposes that are the same or similar to those

detailed in this Agreement and that the Goods are not being offered for sale on any other website.

5.5 Accuracy of Information

5.5.1 You warrant that any registration information provided by you is accurate and is updated by you from time to time.

5.5.2 Giving Lots reserve the right to suspend or terminate your use of the Website if it appears that any of the information supplied by you at registration is inaccurate in any material respect.

5.6 Personal Data

5.6.1 Giving Lots shall keep any personal details strictly confidential and in compliance with the Data Protection Act 1998 and all relevant privacy legislation.

5.6.2 Giving Lots shall not therefore provide any personal details to any Donor or Buyer without your prior written consent.

5.7 Charitable Event

5.7.1 If you have organised a charitable event and wish to be the Donor then you agree to comply with all the relevant terms set out above at clause 3 in relation to Donors, and below at clause 6 in relation to Event Organisers (as applicable).

5.7.2 This Agreement shall constitute a binding commercial participation agreement between Giving Lots and you in accordance with the Charities Act 1992, and any regulations made pursuant to that Act in the event that:

(a) you sell any Goods, become a Donor, or, for any other reason

(b) Giving Lots becomes a commercial participator in accordance with Section 58 of the Charities Act 1992.

5.8 Exclusivity

You undertake that you will not supply any items to events where the Event Organiser intends to use an organisation similar to Giving Lots for purposes that are the same or similar to those detailed in this Agreement.

5.9 Intangible Goods

In the event that the Intangible Goods are sold to a Buyer and are then cancelled by a third party for reasons beyond the control of any party to these Terms, you acknowledge that you shall have no claim against any party to these Terms in respect of any money paid.

5.10 Nature of Agreement

5.10.1 These Terms shall not constitute an agreement between Giving Lots and you for the sale of the Goods. 5.10.2 Subject to clauses 8 and 9, Giving Lots shall have no liability to you (other than to ensure payment) for any act or omission on the part of Giving Lots in connection with the sale of the Goods by the Donor to the Buyer.

6 IF YOU ARE AN EVENT ORGANISER

6.1 Status

6.1.1 You have organised an event on behalf of an Original Beneficiary, and the Donor has obtained Goods from you during such event.

6.1.2 In the event that you are also a Charity please note the terms immediately above in clause 5.

6.2 Registration

You must register on the contact form available via <http://www.givinglots.co.uk/register.html>, at no cost to you, providing details of:

6.2.1 your name and address;

6.2.2 your contact details (including postal address, email address, telephone and facsimile numbers);

6.2.3 your company registration details (if you are a company);

6.2.4 confirmation that the Goods are yours to offer, or whether you are disposing of the Goods on behalf of someone else. If you are acting on behalf of someone else then you must:

(a) provide your own details;

(b) provide the details required in clauses 6.2.1, 6.2.2. and 6.2.3 (if applicable) for that person

(c) confirm that you have the permission of that person to provide the details required by clauses 6.2.1, 6.2.2. and 6.2.3 (if applicable), and

(d) confirm that such person is satisfied for the Goods to be offered for sale via the Website;

6.2.4 confirmation that:

(a) you will not participate in any venture similar to that being offered by Giving Lots;

(b) Giving Lots are the only provider of online auction services with which you are associated, and

(c) that you agree not to promote your event on any website offering similar services to the Website;

6.2.5 details of the Original Beneficiary, and if there is more than one Original Beneficiary:

(a) the ratio by which the financial proceeds of the original event are divided between the Original Beneficiaries, or

(b) confirmation whether the financial proceeds of the original event were to have been divided equally between the Original Beneficiaries.

6.3 Accuracy of Information

6.3.1 You warrant that any registration information provided by you is accurate and is updated by you from time to time.

6.3.2 Giving Lots reserve the right to suspend or terminate your use of the Website if it appears that any of the information supplied by you at registration is inaccurate in any material respect.

6.4 Personal Data

6.4.1 Giving Lots shall keep any personal details strictly confidential and in compliance with the Data Protection Act 1998 and all relevant privacy legislation.

6.4.2 Giving Lots shall not therefore provide any personal details to any Donor, Buyer or Charity without your prior written consent.

6.5 Use of Marks for Events
6.5.1 You agree to use the Giving Lots trade mark and any promotional materials supplied by Giving Lots on your website and on any displays or other material supplied by you to participants in your event.

6.5.2 You will not be able to use the Giving Lots trade mark or promotional wording for any purpose other than in direct connection with the Website.

6.5.3 At the end of the event you shall promptly deliver to Giving Lots or destroy (upon the

request of Giving Lots) all materials containing the Giving Lots trade mark and any promotional wording supplied by Giving Lots.

6.6 Collection/Delivery

All provisions relating to the supply, inspection, storage and delivery of the Goods shall be the same as those applicable to the Donor in clause 3.9 above.

6.7 Nature of Agreement

6.7.1 These Terms and your registration do not amount to an agreement between you and Giving Lots for the sale of the Goods from Giving Lots to the Seller.

6.7.2 Giving Lots shall have no liability to you for any act or omission relating to the sale of the Goods by the Donor to the Seller.

7 AUCTION

7.1 Contents of Advertisement

Once Giving Lots have received all relevant registrations and are satisfied with the condition and origin of the Goods, the Goods shall be advertised by Giving Lots for sale on the Website with the following information supplied by the Donor (or the Charity if there is an auction in accordance with clause 5.3.2).

7.1.1 a comprehensive description of the Goods, including the scale, weight, the materials from which it is constructed and its history (if available);

7.1.2 whether the Goods are suitable for children, or are hazardous in any respect;

7.1.3 the name of the Charity that is to benefit from the proceeds of the disposal of the Goods (where such Charity has indicated its approval to the supply of such information);

7.1.4 any special conditions that the Donor (or the Charity, if the Charity is selling the Goods in accordance with clause 5.3.2) wishes to attach to the Goods, and

7.1.5 the date on which the Goods are posted on the Website, and the time remaining before the last bid can be accepted.

7.2 Reserve Price

Giving Lots shall finalise a reserve price, and shall include it on the advertisement. Giving Lots

shall use its reasonable endeavours to ensure that the reserve price is a realistic assessment of the market value of the Goods.

7.3 Identity

Giving Lots shall ensure that no information shall be provided respecting the identity of the Donor or any Charity without the prior written approval of the Donor and/or Charity.

7.4 Expression of Interest

7.4.1 Buyers will be entitled to express an interest in Goods by clicking on an icon

7.4.2 Upon receipt of this expression of interest Buyers will receive regular updates in accordance with clause 4.10 by email of the current state of the bidding, together with details of when the last bid was made.

7.5 Submission of Bids 7.5.1 Buyers shall be entitled to submit bids by clicking on the icon indicated. Buyers will be

asked to confirm their bid.

7.5.2 It is not possible to recall bids once Giving Lots are in receipt of confirmation from Buyers, and the provisions of clause 4.7 and 4.9 shall apply.

7.5.3 The Donor will receive an update by email upon receipt of a bid in accordance with clause 3.18.

7.6 Close of Auction

7.6.1 Giving Lots shall be entitled to close all further bids within five days following the receipt of the latest bid.

7.6.2 Once the bidding has closed, Giving Lots will notify the Buyer that submitted the final bid in writing by post, email or other reasonable means that its bid has been accepted, and that the Buyer is now liable to pay for the Goods.

7.6.3 In the event that no bids are received within four days of the Goods being advertised for auction on the Website, Giving Lots reserve the right to:

- (a) terminate the auction and return the Goods to you at your own expense; or
- (b) adjust the reserve price, or
- (c) extend the auction without returning the Goods to you or amending the reserve price for a

further period of five days, and if no bids are received within the extended five day period then:

(i) clause 7.6.3(a) shall apply, or

(ii) Giving Lots may extend the auction for successive periods of five days until you decide to terminate the auction in accordance with clause 3.16 or Giving Lots decide to terminate the auction.

7.7 Title to Goods

7.7.1 Giving Lots shall warn the Buyer that title to the Goods shall pass to the Buyer when Giving Lots has received cleared funds for the exact amount of the bid by the date on which payment is to be made.

7.7.2 Giving Lots shall warn the Buyer that if it is not in receipt of cleared funds by the due date then it shall have the right to offer the Goods to the next bidder, or else to charge interest on late payment in accordance with clause 8.3.

7.8 Restrictions

7.8.1 Giving Lots reserves the right at its sole discretion to:

(a) decline to allow or accept bids from individual bidders; or

(b) to suspend or terminate an auction, where it determines that there is a risk to the auction, or where it is in receipt of information that an abuse has occurred, or is likely to occur.

8 PAYMENT BY BUYER

8.1 Payment via Charities Technology Trust

8.1.1 Within three (3) business days from the deemed receipt of notice in the form of an invoice from Giving Lots that the Buyer's bid has been accepted, the Buyer shall pay the full amount of the final bid (the "Sale Price") to Giving Lots via Charities Technology Trust, in consideration of a fee ("Charities Technology Trust Fee"). The Charities Technology Trust Fee shall be deducted from the Sale Price (the resulting amount being referred to as the "Gross Proceeds").

8.1.2 All payments shall be made in accordance with the terms and conditions of Charities Technology Trust. Any provisions set out in this clause 8 shall supplement the Charities

Technology Trust terms and conditions. In the event of any conflict or ambiguity between the Charities Technology Trust terms and conditions and the provisions of these Terms, the latter shall prevail.

8.2 Late Payment

8.2.1 In the event that, for whatever reason, the Buyer is unable to make payment within three (3) business days, Giving Lots shall send a reminder to the Buyer requesting payment. If payment has not been received in full within three (3) business days of such a reminder then

Giving Lots may:

- (a) inform the Buyer that the bid has been cancelled, and that the Goods will be made available to the next Buyer;
- (b) where part payment has been made by the Buyer, Giving Lots shall reimburse the full amount paid.

8.2.2 As an alternative to clause 8.2.1, Giving Lots shall have the option to charge the Buyer interest on late payment at 5% above the Bank of England base rate for the time being.

8.3 Payment Details

8.3.1 All payments shall be made by electronic transfer or by cheque to C. Hoare & Co., of 37 Fleet Street, London, EC4P 4DQ; Sort Code: 15-99-00; Account Number: 98989642.

8.3.2 Giving Lots cannot accept cash payments.

8.3.3 Payments will not be recognised until Giving Lots are in receipt of cleared funds and are notified of that fact by the Buyer's bank.

8.4 Cancellation Where Payment Made by Cheque

In the event that payment by cheque is not honoured by the Buyer's bank within ten (10) business days following the acceptance by Giving Lots of the cheque, Giving Lots shall have the right to cancel the purchase of the Goods and/or to charge interest on late payment at the maximum rate allowable under the Late Payment of Commercial Debts (Interest) Act 1998.

8.5 Intangible Goods

8.5.1 Giving Lots shall make no payment to any Charity in respect of Intangible Goods until the rights in respect of it are capable of being exercised by the Buyer.

8.5.2 Where Intangible Goods are purchased by a Buyer and the rights to the same are negated by a third party for reasons beyond the control of any party to these Terms, Giving Lots shall return promptly to the Buyer any money received in respect of such Intangible Goods.

8.6 Encryption

All payment information provided by you via this Website shall be encrypted in accordance with the Giving Lots privacy policy attached to these Terms.

8 PROCEEDS OF SALE

9.1 Status of Donor

The Donor shall receive no payment upon the sale of the Goods, as the sale represents a charitable donation.

9.2 Apportionment of Proceeds

9.2.1 Upon receipt of cleared funds from the Buyer Giving Lots shall deduct an amount from the Gross Proceeds in respect of its own administrative costs and profit margin (the "Commission") (following the deduction of the Charities Trust Fee in accordance with clause 8.1.1) and shall forward the residue of the Gross Proceeds (the "Net Proceeds") to the Charity.

9.2.2 In respect of Goods provided directly by the charity (unless a separate agreement has been reached between Giving Lots and the charity concerned, that the commission and the net proceeds should be different, or that there should be a flat fee payable with no commission,) the Net Proceeds shall be eighty-five percent (85%) of the Gross Proceeds and the Commission shall be fifteen percent (15%) of the Gross Proceeds.

9.2.3 In respect of Goods provided directly to Giving Lots by Donors for sale, and where the Donor has designated a Named Charity as the desired recipient, the Net Proceeds shall be sixty percent (60%) of the Gross Proceeds. Giving Lots shall require and request that the Donor nominates a second Named Charity, to which Giving Lots shall forward twenty-five percent (25%) of the Gross Proceeds. In the event that the Donor declines to name a second Named Charity or fails to do so within ten (10) business days following receipt of a request from Giving Lots, then

clause 9.3.2 shall apply. The Commission shall be fifteen percent (15%) of the Gross Proceeds.

9.2.4 In respect of Goods received directly by Giving Lots from Donors who have purchased such Goods at an event designed to benefit the Original Beneficiary (whether organised by the Original Beneficiary, an Event Organiser or any other third party), the Net Proceeds payable to the Original Beneficiary shall be sixty percent (60%) of the Gross Proceeds. The Buyer shall provide Giving Lots with details of a Named Charity which he or she wishes to receive twenty-five percent (25%) of the Gross Proceeds. Giving Lots will forward that twenty-five percent (25%) share of the Gross Proceeds to the Named Charity. If the Donor fails to provide details of a Named Charity within ten (10) business days following a request from Giving Lots, then clause 9.3.2 shall apply. The Commission shall be fifteen percent (15%) of the Gross Proceeds.

9.2.5 Where, under clause 9.2.4, there is more than one Original Beneficiary, the following apportionments shall apply, provided that the Event Organiser provides Giving Lots with the details of the operation of the original event:

- (a) where there are a number of Original Beneficiaries the relevant share of the Net Proceeds shall be divided according to the ratio used during the original event (if applicable);
- (b) where there are a number of Original Beneficiaries between whom the sales proceeds at the original event were divided equally, then the relevant share of the Net Proceeds shall also be divided equally; and in accordance with the intentions of the Event Organiser, and the Original Beneficiaries shall receive the sixty percent (60%) share referred to in clause 9.2.4.

9.2.6 Where, in respect of clause 9.2.4, the Original Beneficiary is not identifiable, the residue of the Net Proceeds shall be apportioned so that:

- (a) fifty percent (50%) of the Gross Proceeds are payable to the Named Charity nominated by the Donor;
- (b) fifty percent (50%) of the Gross Proceeds are payable to the Named Charity nominated by the Buyer; and
- (c) the Commission shall be fifteen percent (15%) of the Gross Proceeds.

9.3 Payment of Charity

9.3.1 Giving Lots shall pay all of the Net Proceeds to each Named Charity promptly, and in any event no later than thirty (30) business days following the end of the calendar month in which the payments have been made.

9.3.2 If, for whatever reason, there is no Named Charity, then Giving Lots shall donate the Net Proceeds to a charity of its choice, and shall inform the Donor and the Buyer of its selection.

9.3.3 The Charity shall provide Giving Lots with confirmation of its receipt of payment.

9 RESTRICTIONS

10.1 Minors

10.1.1 The content of the Website is not intended for minors (being children under the age of eighteen).

10.1.2 The Website may contain uncensored content, which may be considered offensive. It may also allow the auctioning of Goods that may be harmful and/or illegal in the hands of minors and children and/or inappropriate for them to view or to access.

10.1.3 If you allow your child to use your computer, it is your responsibility to determine whether any content on the Website is unsuitable for your child, and to control the child's use of the computer accordingly. Please do not use the Website if there is any content that you do find unsuitable.

10.2 Prohibitions

10.2.1 Giving Lots do not screen communications in advance and are not responsible for any content uploaded onto the Website by you. As a User, you are responsible for your own communications and are responsible for the consequences of uploading the content.

10.2.2 When using the Website you shall not post, list or upload any content into the incorrect area of the Website.

10.2.3 You must not breach any applicable laws or regulations by selling any Goods that are counterfeit or which infringe the Intellectual Property Rights of any third party, including any copyright, data base right, registered or unregistered design right, trade mark, patent or otherwise.

10.2.4 You must not attempt to sell any Goods that fall into the following categories (without limitation):

- (a) adult or pornographic material;
- (b) animals (including embryos or eggs) or the products of any animals (such as ivories);
- (c) antiquities that are subject to any restrictions under the Treasure Act 1996, the EU Regulation 3911/92 on the export of cultural goods, or otherwise;
- (d) art that is subject to any import or export restrictions under the EU Regulation 3911/92 on the export of cultural goods, or otherwise;
- (e) catalytic converters or test pipes;
- (f) coins or bullion;
- (g) contracts;
- (h) counterfeit goods;
- (i) credit cards;
- (j) currency;
- (k) electronic equipment (such as cable TV de-scramblers, radar scanners, etc.);
- (l) electronic surveillance equipment;
- (m) embargoed Goods from countries that are subject to sanctions imposed by H.M. Government;
- (n) firearms, weapons, knives and any replicas of the same;
- (o) goods having industrial application, including any chemicals;
- (p) government documents or certifications;
- (q) hazardous and perishable materials;
- (r) human parts and remains (including any products containing the same);
- (s) international trading;
- (t) items encouraging illegal activity;
- (u) lock-picking devices;
- (v) lottery tickets;
- (w) medical instruments;
- (x) mobile and other electronic handheld devices;

(y) multi-level marketing, pyramid and matrix programs; (z) offensive material (that could be construed as promoting racial, religious, gender or other forms of hatred);

(aa) personal data, and any document containing personal data or sensitive personal data;

(bb) pesticides;

(cc) plants, weeds and seeds;

(dd) police-related items;

(ee) political services;

(ff) prescription drugs;

(gg) prohibited drugs and paraphernalia;

(hh) prohibited services;

(ii) recalled items;

(jj) slot or touch machines for gambling;

(kk) stamps;

(ll) stocks, securities and any financial products;

(mm) stolen goods, or Goods where it is not possible for the seller to provide a credible origin;

(nn) tobacco and any tobacco-related products;

(oo) transit and shipping items, and

(pp) used cosmetics.

10.2.5 You must not manipulate the price of any Good, including that of a Good that you have placed on the Website yourself.

10.2.6 You must not insert any false, misleading, defamatory or inaccurate information onto the Website.

10.2.7 You must not transfer your account details or identification to any third party.

10.2.8 You must not post unsolicited commercial communications (“spam”), chain letters, pyramid schemes or insert into the Website any viruses, Trojans or otherwise that would have the effect of compromising the operation of the Website. Giving Lots do not tolerate spam and you must ensure that that you do not add any third party Giving Lots users known to you, even a user that has obtained an item from you to your mailing list without the prior written consent of

such third party Giving Lots users.

10.2.9 You must not obtain information from or about any other person without the express prior written consent of that person, for which you must be able to provide satisfactory evidence to Giving Lots on demand.

10.3 Consequences of Breach

10.3.1 Any breach by you of the restrictions shall entitle Giving Lots to issue you with warnings, suspend, restrict or terminate your access (which may include the cancellation of bids or the removal of Goods offered for sale).

10.3.2 Your access to the Website may be suspended, restricted or terminated if Giving Lots have reasonable grounds for believing that:

(a) you are creating technical or commercial problems that might impede the proper operation of the Website;

(b) you are acting in a manner contrary to the spirit of these Terms, or

(c) you are exposing Giving Lots to increased risk of loss or legal liability. 10.3.3 You agree not to hold Giving Lots responsible or liable to you in any way in the event

that Giving Lots (acting reasonably) decides to act in accordance with clause 10.3.1 or clause 10.3.2 above.

11 INTELLECTUAL PROPERTY IN THE WEBSITE

11.1 Status of Intellectual Property

11.1.1 The contents of the Website are protected under English law and are owned or controlled by Giving Lots or by third parties that have licensed their own material to Giving Lots.

11.1.2 All rights in and to the content of the Website not expressly granted to you in the Agreement are reserved.

11.1.3 Nothing in these Terms shall operate to transfer from Giving Lots or any other person to you the ownership of or any interest in any inventions (whether patentable or not), patents, utility models, designs (both registered and unregistered), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, right to the grant of and extensions of the same, and all other intellectual and industrial property including but not

limited to all similar or analogous rights throughout the world for the full term of the relevant right (“Intellectual Property Rights”).

11.2 Breach of Third Party Rights

11.2.1 Unauthorised use by you of the Goods may violate the Intellectual Property Rights of a third party.

11.2.2 You may not sell or prepare derivative works.

11.2.3 You may not use any trade marks, service marks, logos or water marks belonging to a third party without the express or prior written permission of the third party owner.

11.3 Indemnity

11.3.1 You shall indemnify Giving Lots from and against all claim brought by any third party against Giving Lots in respect of any infringement of the Intellectual Property Rights of that third party.

11.3.2 You shall notify Giving Lots immediately if you become aware of any such claim or 20 potential claim, and shall provide such assistance to Giving Lots as Giving Lots may require in the defence or settlement of such claim at Giving Lots’ expense.

11.3.3 Giving Lots shall have the sole right to conduct the defence of any such claim and all negotiations for its settlement.

12 USE

12.1 Excessive Use

You will not take any action that will impose an unreasonably large load on Giving Lots’ servers or systems.

12.2 Copies

You may use a single copy of the Website solely for your personal, noncommercial use.

12.3 Robot Exclusion Headers

12.3.1 Giving Lots reserves the right to employ robot exclusion headers and other similar mechanisms within the Website.

12.3.2 You will not use any robot, spider or other device for the purpose of compiling information

about the identities and attributes of other Users, or to recreate any portion of the Website.

12.4 Violation of Website Content

Any violation by you of the Website content shall lead to the automatic termination of your right to access the Website. 12.5 Licence of Your Content

When you upload any of your own content (or content validly licensed to you) onto the Website you grant to Giving Lots a non-exclusive, non-transferable, royalty-free, world-wide, perpetual licence to use, reproduce, modify, publish, edit, translate, distribute, publicly perform, and publicly display the communication and any trademarks, names or likenesses therein alone or as part of compilations or other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sub-licensees.

13 CONFIDENTIALITY

13.1 Neither Giving Lots nor yourselves shall use, copy, adapt, alter, disclose or part with the possession of any information or data of the other which is disclosed or comes into its possession directly or indirectly as a result of these terms, and which is regarded as confidential information (“Confidential Information”) without the prior written consent of the party disclosing the information, except where it is strictly necessary in order to allow the disclosing party to perform its obligations or exercise its rights under these Terms.

13.2 The receiving party shall not disclose any Confidential Information of the disclosing party to any other person other than the employees, professional advisors, and approved subcontractors of the receiving party on a “need to know” basis only and to whom disclosure is necessary for the performance of their duties to Giving Lots or you.

13.3 The duty of confidentiality shall not apply to Confidential Information that

13.3.1 is known to the receiving party prior to receipt from the disclosing party;

13.3.2 is received from a third party without breach of any other confidentiality arrangements;

13.3.3 is or becomes public knowledge other than by breach of these confidentiality provisions, or is independently developed by or for the receiving party, and

13.3.4 is required to be disclosed by any applicable law or by order of any court of competent

jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure, provided that the receiving party shall use all reasonable endeavours to give the other party not less than two business days' written notice of the disclosure.

13.4 Giving Lots and you shall ensure there any employees, agents and sub-contractors are bound by terms and conditions at least as onerous as those set out in these Terms.

13.5 The duty of confidentiality shall be a continuing one.

13.6 In the event that the relationship between Giving Lots and you is terminated then all Confidential Information held by Giving Lots about you, or you about Giving Lots shall be destroyed or returned promptly, as Giving Lots or you shall specify.

14 PRIVACY

14.1 Any personal data obtained by Giving Lots through your use of the Website shall be handled in accordance with the Data Protection Act 1998 and all other relevant data protection legislation.

14.2 Giving Lots are committed to maintaining your privacy. You are advised to refer to the Giving Lots privacy policy which shall form part of the Terms.

14.3 Giving Lots may provide certain areas of the Website (such as chat rooms, message boards or other facilities) as open access to all Users (and designated as "Public Areas"). Any information posted on a Public Area by you shall be deemed to be non-confidential.

15 DISCLAIMER AND LIABILITY

15.1 No Warranty or Guarantee

Giving Lots do not guarantee, and you will not hold Giving Lots responsible for:

15.1.1 the quality, safety or legality of the Goods; 15.1.2 the truth or accuracy of the information uploaded by other Users onto the Website, or

provided by Giving Lots where that information is based upon information supplied by other Users (and you acknowledge and agree that any reliance on information posted by other Users will be at your own risk);

15.1.3 the unfettered title of the Donor to the Goods, and the right of the Donor to dispose of the same, and

15.1.4 the ability of the Buyer to pay for the Goods.

15.2 Use of the Website

15.2.1 Giving Lots are unable to guarantee or warrant continuous or secure access to the Website, which may be vulnerable to factors outside its reasonable control.

15.2.2 Giving Lots cannot guarantee or warrant that the Website will be free from error or that its server will be free from viruses or other harmful content. Giving Lots will use reasonable endeavours to provide uninterrupted access to the Website, but will not be liable to any User for any loss of opportunity to purchase or dispose of any Goods as a result of any break in access.

15.2.3 Giving Lots will not be liable to you in the event that your use of the Website results in your having to service your computer, or replacing any equipment or data.

15.3 Accuracy of Information

Giving Lots will use reasonable endeavours as part of its due diligence in clauses 3.11 and 3.12 to ensure that the Goods are accurately described, safe and legal, but that Giving Lots will be dependent upon the representations of third parties.

15.4 Limitation of Liability

15.4.1 The total liability of Giving Lots in contract, tort or otherwise arising by reason of or in connection with this Agreement shall be limited in aggregate to the reserve price of the Goods for which Giving Lots are the trustee, provided that you can demonstrate that such loss or damage is directly attributable to the negligent act or omission of Giving Lots.

15.4.2 The total liability of you to Giving Lots shall be limited to one hundred and fifty percent (150%) of the amount paid for an item of Goods sold as one lot under the Website.

15.4.3 In no event shall Giving Lots be liable to you or any other User for any loss of data, loss of charitable opportunity, damage to goodwill, loss of reputation, or for any type of indirect, economic or consequential loss whatsoever and howsoever caused.

15.4.4 Giving Lots shall have no liability to you for the act or omission of any other User.

15.4.5 You must demonstrate that you have used your best endeavours to mitigate any claim that you make against Giving Lots.

15.4.6 Nothing shall limit the liability of any party for death, personal injury caused by negligence, or fraudulent misrepresentation.

15.4.7 Liability for any damage to property shall be limited to the replacement cost of such property.

16 GENERAL PROVISIONS

16.1 Force Majeure

16.1.1 Neither you, Giving Lots nor any other User that is party to the attempted sale of any shall be liable to each other for any delay or non-performance of any obligations to the extent that such performance is interrupted or prevented by circumstances beyond the reasonable control of you, Giving Lots or any other User.

16.1.2 Any delay under clause 16.1.1 will not be a breach of these Terms, and the time for performance shall be extended by a period equal to the delay that is attributable to the delay or failure. 16.1.3 If delay or failure under clause 16.1.1 continues for more than twenty (20) business days

then party that has not been affected may, at its option, and if it is reasonable for it to do so, terminate the attempted sale of the Goods in question.

16.2 Waiver

16.2.1 Any failure or delay by you, Giving Lots or any other User to exercise any power or right under these Terms shall not operate as a waiver of any of them, nor shall a single or partial exercise of any such right or power prevent any other or further exercise of the right or power.

16.2.2 Any of the rights and remedies of any party under these Terms may at any time be enforced separately or at the same time as any other rights and remedies, whether under these terms or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.

16.3 Notice

16.3.1 Any notices required to be given under these Terms shall be in writing and delivered by first class post or transmitted by facsimile:

(a) if to Giving Lots to the address set out above, and

(b) if to you, to the address that you provide upon registration, and it shall also be possible for notice to be given by electronic mail provided that it is also given by post and any notice posted confirms the time and date on which such electronic message was sent.

16.3.2 Any notice served by first class post shall be deemed served at the start of the second business day after posting and facsimile shall be deemed served on the day of transmission (or the next following business day if transmitted outside of normal working hours), provided that the sender shall have received a transmission report indicating that all the pages of the notice have been submitted to the correct facsimile number.

16.4 Severability

16.4.1 If any term or provision of these Terms or their application to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of these Terms or the application of the term or provision to any other party or circumstances other than those as to which it is already invalid or unenforceable, shall not be affected, and each term and provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.

16.4.2 The parties shall negotiate in good faith to replace any invalid or unenforceable provisions by substitute provisions.

16.5 Entire Agreement

16.5.1 These Terms constitute the entire agreement between Giving Lots and you and supersede and invalidate all prior oral or written communications, understandings, representations or warranties relating to the subject matter of the Terms.

16.5.2 Giving Lots warrants to you and you to Giving Lots that there has been no reliance on any such communications, understandings, representations or warranties in entering into these Terms.

16.5.3 The provisions of clauses 9, 10, 11, 12, 13, 14, 15 and 16 and any other clauses that are intended to survive termination of these Terms shall continue in full force and effect thereafter.

16.6 Assignment/Sub-Contract

Neither Giving Lots nor you shall be entitled to assign, sub-contract or otherwise transfer any

rights or obligations under these Terms whether in whole or in part without the prior written consent of the other party (not to be unreasonably withheld or delayed), save that Giving Lots shall be entitled to assign its rights (in whole or in part) to any affiliated concern. Giving Lots shall also have the right to sub-contract its obligations under these Terms, provided that Giving Lots shall remain primarily responsible to you for all the acts and omissions of its sub-contractors as if they were the acts and omissions of Giving Lots.

16.7 Third Parties
A person who is not a party to these Terms shall have no rights in relation to it unless the person is an Original Beneficiary.

16.8 Amendments

No amendments to these Terms whether oral or written shall be binding on Giving Lots or you unless in writing and signed on behalf of Giving Lots and yourself.

16.9 Governing Law and Jurisdiction

The laws of England shall govern these Terms, and any claims or disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

16.10 Status

Each party to these Terms is an independent contractor. No provision of these Terms or any act of any party to them shall be construed to express or imply a joint venture, partnership or relationship save as explicitly set out in these Terms.

PRIVACY POLICY

Giving Lots (“we” and “us”) are committed to protecting your privacy.

A. This notice should be read in conjunction with the Terms and Conditions of use for www.givinglots.co.uk (the “Website”) of which it forms part (the “Terms”).

B. This Privacy Policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

C. You can visit the Website without disclosing any personally identifiable information about

yourself.

D. By using this Website or submitting information to us through or in connection with this Website, you signify your consent to our collection, use and disclosure of your personal information in accordance with this Privacy Policy. If you do not agree with this Privacy Policy, you must not use this Website or submit information to us through or in connection with this Website.

E. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

17 The information we collect and how we use it

17.1 We will use, store or otherwise process any personal information that relates to and identifies you, including but not limited to your name, postal address, e-mail address, telephone number, your credit or debit card number and expiry date and any other information collected on registration, on placing an order and through surveys to the extent reasonably necessary to provide the services that are available through our Website to you by us.

17.2 The purpose of processing the information:

17.2.1 ensuring that the content on this Website is presented in the most effective manner for You and your computer;

17.2.2 information that you provide by filling in forms on this Website. This will include Information provided at the time you registered with this Website. We may also ask you for information when you enter a competition or promotion and when you report a problem with this Website;

17.2.3 dealing with your inquiries and requests if you contact us; 17.2.4 providing and personalising our services, so that you can participate in interactive features, should you wish to do so;

17.2.5 details of your visits to this Website and the resources that you access;

17.2.6 administering records;

17.2.7 details of transactions you carry through this Website; the fulfilment of your orders, and the processing your payment;

17.2.8 crime prevention and prosecution of offenders;

17.2.9 maintaining information as a reference tool or general resource;

17.2.10 fundraising;

17.2.11 notifying you of changes to the service; and

17.2.12 carrying out market research campaigns, where we ask you to complete surveys that we use for research purposes (although you do not have to respond to them).

17.3 We also gather this information and statistics for the purposes of monitoring Website usage and may provide such aggregate information to third parties, such as for the purpose of reporting aggregate information to our advertisers. These statistics will not include information that can be used to identify you; it will only relate to browsing actions and patterns. For example, we may inform them that x adults under the age of y have clicked onto a specific advertisement on a given day.

17.4 If you choose to post messages in our forum or other message areas, we will collect that information you provide to us. We retain this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law.

17.4 You may from time to time wish us to provide you with information about our Website or any other service or products including those of third parties which we think may be of interest to you.

17.5 If you are an existing User we will only contact you by electronic means (email or SMS) with information about Goods similar to those which were the subject of a previous sale to you.

17.6 If you are a new User, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

17.7 If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

17.8 Alternatively, you may ask us to provide you with information about our services or services offered jointly with or on behalf of other organisations by sending us an e-mail at

info@givinglots.co.uk, calling us on 0207 292 0611 or writing to us at the following address: 27

Poland Street, London, W1F 8QW.

17.8 If you stop using the Website or your permission to use the Website is terminated, we may continue to use and disclose your personal information in accordance with this Privacy Policy (as amended from time to time) and as permitted by law. However, if you wish us to stop e-mailing you with information in connection with the Website, please send a request to us.

18 Information security

18.1 The Internet is not a secure medium. However, we have put in place various security procedures as set out in this policy. All your card details are passed from your browser using SSL encryption our payment processor, the Charities Trust, which uses encryption systems. Your user admin area is protected by your user name and password, which you should never divulge to anyone else.

18.2 Please be aware that communications over the Internet, such as emails/webmails are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered – this is the nature of the World Wide Web/ Internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

18.3 We believe that we have appropriate policies, rules and technical measures to protect the personal data that we have under our control (having regard to the type and amount of that data) from unauthorised access, improper use or disclosure, unauthorised modification, unlawful destruction or accidental loss.

18.4 All of our employees and data processors that have access to, and are associated with, the processing of your personal information are obliged to respect the confidentiality of our visitors' information.

18.5 We ensure that your information will not be disclosed to government institutions or authorities except if required by law or when requested to by regulatory bodies or law enforcement organisations.

19 To whom will your information be disclosed?

19.1 Your information may, for the purposes set out in this Privacy Policy, be disclosed for

processing to:

19.1.1 our employees;

19.1.2 our affiliates;

19.1.3 our group companies, if any (as defined under section 736 of the Companies Act 1985)

and their employees;

19.1.4 successors in title to our business;

19.1.5 third party consultants, contractors or other service providers who may access your personal information when providing services (including but not limited to IT support services) to us;

19.1.6 government bodies and law enforcement agencies and in response to other legal and regulatory requests;

19.1.7 auditors or contractors or other advisers auditing, assisting with or advising on any of our business purposes,

19.1.8 in any jurisdiction where we operate.

19.2 Please note that the data we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or one of our suppliers. Such staff may be engaged in, amongst other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with your privacy policy.

19.3 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

19.4 Unfortunately, the transmission of information via the Internet is not completely secure.

Although we will do our best to protect your personal data, we cannot guarantee the security of

your data transmitted to this Website. Any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

20 Your rights in relation to your information

20.1 You can write to us at any time to obtain a copy of your information and to have any inaccuracies corrected. Where appropriate, you may have your personal information erased, rectified, amended or completed. Please write to us at 27 Poland Street, London W1F 8QW. 20.2 Please quote your name and address. We should be grateful if you would also provide brief details of the information of which you would like a copy or which you would like to be corrected (this helps us to more readily locate your data).

20.3 We will require proof of your identity before providing you with details of any personal information we may hold about you. We will charge £10 to cover the administration costs involved in providing you with a copy of your information.

21 Your consent

21.1 By submitting any personal information (including, without limitation, your payment details) to us you consent to the use of information as set out in this policy. We reserve the right to amend or modify this Privacy Policy and if we do so we will post the changes on this page. It is your responsibility to check the Privacy Policy every time you submit information to us or place an order. Use will signify that you agree to any such changes. 21.2 In the event the purposes for processing change, then we will contact you as soon as practicable and seek your consent where such notification relates to a new additional purpose for processing.

21.3 Owing to the global nature of the Internet infrastructure, the information you provide may be transferred in transit to countries outside the European Economic Area. Countries outside of the EEA may not have similar protections in place regarding your data and its use as set out in this policy. However, we have taken the steps outlined above to try and protect the security of your information.

22 The Data Protection Act 1998

22.1 We are registered as a Data Controller under the terms of the Data Protection Act 1998 and

we ensure we comply with all the protection the Act affords to you. Our registration number is Z1161729.

23 Use of your personal information submitted to other websites

23.1 We are not responsible for the privacy policies and practices of other websites even if you accessed the third party website using links from our Website.

23.2 We recommend that you check the policy of each website you visit and contact the owner or operator of such website if you have concerns or questions.

24 Further information

24.1 For further information from us on data protection and privacy or any requests concerning your personal information please write to Giving Lots at 6a Poland Street, London, W1F

8PS.