Where the venture does not involved form of Commercial Participation A

# THIS COMMERCIAL PARTICII BETWEEN:

- (1) <<Name of Commercial number <<Company Regi <<insert Address>>1 ("the G
- (2) <<Name of Charity>> [a c Registration Number>> whand a charity [registered Wales under number <<0 short form or variant of the

#### WHEREAS:

- (1) The Commercial Participato Venture detailed in the Sche hereby agreed between the the Promotional Venture on
- (2) The principal objectives of t raise funds for the Charity by of Charitable Contributions t circumstances in which they charitable or benevolent boo Venture.
- (3) The Charity is the beneficial
- (4) The Commercial Participate Promotional Venture and in I
- (5) This Agreement is entered in

#### 1. Definitions

"Agreement" means this /
"Promotional
Venture" means the activities to described in
"Charitable
Contributions" means any the Commercial

"Charity Law" means the 0 Act 2006

Investment) (Fundraising amendment

"Charity Logo" means the l

mark no. [< registered | which are over

"Charity Name" means the C

"Expiry Date" means the e

of goods, the alternative, general dinstead of this template.

is made on the [ ] day of [ ]

any registered in England under se registered office is at] OR [of ; and

Igland under number <<Company at] OR [of] <<insert Address>>] harity Commission of England & Iber>>] [also styled <<insert any Charity").

I to participate in the Promotional ty has accepted the offer and it is rcial Participator will participate in ent.

are to promote awareness of and set out in the Schedule. The types the benefit of the Charity and the ed are set out in the Schedule. No will benefit from the Promotional

o and Charity Name.

rticipator" in connection with the defined under Charity Law.

Law.

chedule;

ness raising activity or mmercial Participator as

ional Venture raised by on behalf of the Charity;

nended by the Charities Protection and Social Charitable Institutions and any additions or

is registered as a trade which the Charity is the rual Property rights in

her the date upon which

1

otion – two parties)

the Promoti the terms of

means intel any party of patent, pate application, other similar

means the this Agreem

means [End other part/s

"Voluntary **Fundraising** Scheme"

"Territory"

"Intellectual

Property"

"Term"

means the which the

"Written Statement" raising] [and <<insert na scheme(s) to e.g. Institute

means a wri which clearly

- (a) the
- (b) whi the
  - (i)

(ii)

(iii)

#### 2. **Term of Promotional Ven**

The Term of the Promotional <<number>> months/years] subj Agreement.

#### 3. Responsibilities of the Co

The Commercial Participator:

3.1 must meet the requ ate in accordance with

belonging absolutely to ed to use including any , trade mark, trade mark right, database right or al right;

Venture as described in

ted Kingdom] <<define

me for regulating fundfundraising scheme by undertakes to abide: entifying the voluntary commercial Participator, Fundraising Practice>>.

mplies with Charity Law

ng sums is applicable in

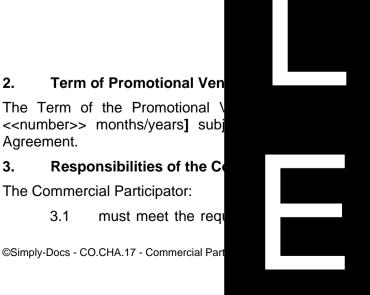
unt of the price paid for umers which will be given rticipator to or applied for rity; or

(if the actual amount is when the statement is to e of the amount, of any the Promotional Venture bmmercial Participator to

(if the actual amount is when the statement is mate of the amount, of given or applied by the tor in connection with ach such product.

<date>> [to <<date>>] OR [for ination under the terms of this

applicable to it as a commercial



participator who is r for the benefit of a requirements are t representations with

- 3.2 will pay £<<amount below:</p>
- 3.3 will pre-agree, orgation aspects of a public materials must incomplete Charity [Name] [and charity registration bearing the Charity approval before it is
- 3.4 will not permit an broadcast media, to Territory, without the
- 3.5 will abide by all dire Charity [Logo] [Na materials;
- 3.6 will abide by the Vo
- 3.7 will, as required by Commercial Participeople and other m by the following me protect all such pe Venture>>.

The "behaviour" me

- 3.7.1 unreasonab
- 3.7.2 making uni soliciting or
- 3.7.3 placing und and
- 3.8 will provide all nece meet its duty unde compliance with Su

# 4. Responsibilities of the Cl

The Charity:

- 4.1 will agree the form to ensure that it cor the Written Stateme
- 4.2 hereby grants the (
  sub-licence to use t
  the product and in
  Venture and shall
  operating the Pron
  Charity:

tions are to be given to or applied t body (namely the Charity). The articipator must accompany such s defined above:

ty in return for the rights as set out

ep the Charity informed about all press activities]. All promotional ame] [and] [Charity Logo]. The , be accompanied by the Charity's (England & Wales). All artwork e must have the Charity's final

sing or sale of the product via direct marketing, or outside the n consent;

time by the Charity as to how the the product and in promotional

me;

urse of or in connection with the nis Agreement, protect vulnerable m the behaviour referred to below the Commercial Participator is to on the nature of the Promotional

privacy;

approaches for the purpose of ey or other property;

to give money or other property;

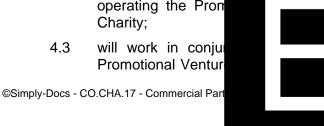
ssistance to enable the Charity to or the Commercial Participator's

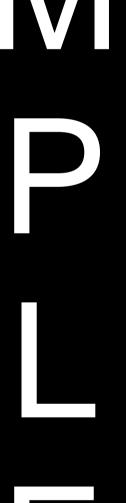
t with the Commercial Participator concerning the content and use of

a non-exclusive, non-transferable [Charity Logo] in the Territory on associated with the Promotional Participator to represent itself as alf of and for the benefit of the

rcial Participator to support the ssible, press contacts that will be

otion – two parties)





of use to the Comm

4.4 will monitor both th clause 3.6 with th Participator's comp Participator's duty to clause. The Charit <<specify here the a

#### 5. Financial Provisions

The Commercial Participator unde

- 5.1 pay to the Charity, v below, all and any C
- 5.2 notify <<name of co of the Promotional have been raised by
- 5.3 pay the VAT invoic soon as practicable do so by no later the

EITHER [into the Tr Name: <<name of b Account Number: < Payment ref. <<nan Sort Code: <<numb OR [by cheque made]

5.4 upon written reques in relation to any m for the benefit of or the Charity.

# 6. Obligations of the Comm

The Commercial Participator unde

- 6.1 at all times and in a Law including (but Charity in legible f documents or recor for the purpose of the
- 6.2 work diligently and
- 6.3 promote and advert
- 6.4 ensure that the pro with all relevant stat
- 6.5 **Include the followi** to the Charity of the
- 6.6 Include the follow goods, not Xmas respect of the produ
- 6.7 protect and promote the Charity's [Name bring the Charity's N

or's compliance pursuant to Subg Scheme, and the Commercial clause 3.7 with the Commercial behaviour referred to in that Subpliance by the following means: enable the Charity to do so>>.

with the Charity, to:

set-off, as specified in 5.2 and 5.3

o later than 14 days after the end of Charitable Contributions that e;

ritable Contributions plus VAT (as en raised by the Charity) and shall of invoice. It shall pay it:

ccount as follows: Company>>

bator>>

hpany]; and

de a detailed statement of account ed by the Commercial Participator ven to or applied for the benefit of

with the Charity to:

any relevant provisions of Charity foregoing) make available to the all reasonable times any books, relate to the Charity and are kept

able Contributions;

ict throughout the Territory;

ality and to comply in all respects
I contain the Written Statement;

ore than a year - [provide details nonthly/quarterly>>];

be hazardous (e.g. electrical ct liability insurance at all times in f £<<amount>>];

harity the goodwill associated with her Intellectual Property], and not ute: and

6.8 not carry on any adengaged in any prothe [United Kingdor any other charity at thereafter.

# 7. Confidentiality

- 7.1 Each party ("first pa and confidential and disclosed to any pe be made use of, a finances of the othe received by the first
- 7.2 The obligations of confidential informa
  - 7.2.1 is in the pos published or such informa
  - 7.2.2 is, or become no fault of the
  - 7.2.3 is received in reasonable confidence obligations of

## 8. Intellectual Property

- 8.1 In consideration of authorising the Con Promotional Venture
  - 8.1.1 all such Inte confidence a with the carr
  - 8.1.2 all such Inte will not disc purpose exc as provided
  - 8.1.3 it will not do Charity's rigl the Term or
  - 8.1.4 it will not du validity of th of the Chari the Charity if the Term an
  - 8.1.5 it will not ind site without to case the Coremoved with
  - 8.1.6 upon the exp Charity's [Lo

vities of the Charity and not to be to the Promotional Venture within <a href="tel:define">to the Promotional Venture within <a href="tel:define">to the Promotional Venture within <a href="tel:define">tel:define</a> other part/s of UK>>] with erm or for a period of six months

ther party agree to treat as secret reason, to disclose or permit to be therwise make use of or permit to be the business or other affairs or e or details of the information was of this Agreement.

this clause shall not apply to any ich.

ree disposal of the first party or is lic domain prior to the receipt of

a non-confidential basis through

party from a third party, who on , claims to have no obligations of respect of it and imposes no st party.

ng its Intellectual Property and use it for the purposes only of the pator agrees that:

t all times be maintained in strict cial Participator only in connection al Venture:

a valuable asset of the Charity, it to any person for any reason or nt of the Charity as appropriate or

ng to be done in derogation of the Intellectual Property either during

h any way dispute or impugn the me] or other Intellectual Property arity thereto or any person whom ame to use the same both during

a hyperlink to the Charity's web ich may be later revoked, in which hall procure that the hyperlink is arity's instructions to do so;

all forthwith discontinue use of the y other Intellectual Property of the Charity and business und to give the pthe Charity.

- 8.2 Where the Common Venture, the Common liability, loss, damate arising out of any property rights or of United Kingdom or of the Common Venture of the C
- 8.3 In consideration of Property and author Promotional Venture all intellectual property Promotional Venture of the Charity.

# 9. Data Protection

- 9.1 The Commercial Pa will be collected, pr Data Protection Le Privacy Notice.
- 9.2 Complete details personal data inclu data is used, the I rights and how t applicable), are set
- 9.3 The parties to this data controller of a that it is not require
  - 9.3.1 share any p
  - 9.3.2 process any parties.
- 9.4 For the purpose of
  - 9.4.1 means all a Kingdom ap limited to, the Regulation law of Englation 3 of Protection Privacy an amended; a
  - 9.4.2 "personal d "data subject GDPR".

#### 10. Termination

10.1 If either:

10.1.1 the Commer a period of s

directly, thereafter operate or do nanner whatsoever that might tend it it is in any way associated with

ns material for the Promotional indemnify the Charity against all expenses (including legal costs) infringement of any intellectual of any third party whether in the

cipator disclosing its Intellectual e it for the purposes only of the the Commercial Participator owns is produced by it in relation to the the Charity's [Name] [and] [Logo]

any personal data that it may use ordance with the provisions of the pjects' rights thereunder) and its

ssing, storage, and retention of the purpose(s) for which personal using it, details of data subjects' personal data sharing (where available from <<insert location>>.

he Commercial Participator is the is referred to in Clause 10.1, and Agreement to, and that it will not:

r both of the other parties; or

alf of either or both of the other

rce from time to time in the United on and privacy including, but not on of the General Data Protection K GDPR"), as it forms part of the , and Northern Ireland by virtue of (Withdrawal) Act 2018; the Data ons made thereunder); and the ications Regulations 2003 as

"data processor", "process", and ng defined in Article 4 of the UK

ay any sum due to the Charity for date for payment or to comply with



any other o Agreement f shall have Participator;

10.1.2 the Commer business or conveyance do so or happointed or bankrupt or a company, up or has a l

10.1.3 the Commerthe benefits attempts to a the Intellectuclaim to any Intellectual F

10.1.4 in the reaso the Comme reputation;

the Charity may (bu its election terminat Commercial Particip it or they may deem

- 10.2 In the event of any recover all and any
- 10.3 Include the followi
  2) will exceed 12 r
  this Agreement at
  months' notice of te
- 10.4 The Commercial P that on the Expiry I Venture and will pro
  - 10.4.1 cease to use Property of t
  - 10.4.2 return to the information i [Name] [and Intellectual F
  - 10.4.3 pay to the C Agreement.

## 11. Indemnity

The Commercial Participator agr demands, losses, damages, cost Charity (including reasonable lega any act or omission of the Comme of any breach by the Commercial I rcial Participator pursuant to this after written notice of such default ne Charity to the Commercial

or threatens to cease to carry on on or arrangement with, or any nefit of, its creditors or purports to trative receiver, or administrator or, being an individual, becomes n presented against him or, being asses any resolution to be wound ited against it; or

s to assign this Agreement and/or written consent of the Charity or nce or otherwise dispose of any of /ill annexed thereto or asserts any ownership of any of the Charity's

rity, the Charity's association with kely to damage the Charity's

rity's right to any other remedy) at the upon giving written notice to the action either at law or in equity as heir rights hereunder.

0.1 the Charity shall be entitled to default.

promotion (prescribed in Clause ereto shall be entitled to terminate he other party not less than two

and covenants with the Charity ease carrying out the Promotional

and] [Logo] [and other Intellectual quired by the Charity;

nd copies of all documents and covering in any way the Charity's llectual Property of the Charity's

or set-off all sums due under this

charity in respect of any claims, es of whatsoever suffered by the its paid by it) either as a result of on to this Agreement or as a result terms of this Agreement.

# 12. This Agreement will not d

The parties are not partners or jo act as nor represent itself as agen

# 13. Successors and assignm

This Agreement shall be binding u assignees of the parties hereto bu purport to assign or transfer any o consent of the Charity.

#### 14. Notices

All notices which either party is connection with this Agreement m sent by first class recorded post a other address as may from time to other party as herein provided, address>> or to the Commercial P

#### 15. Waiver and Forbearance

No failure to exercise or delay in constitute a waiver thereof and no by the other of any provision of subsequent breach of the same or

## 16. Variation and Entire Agre

This Agreement contains the ent subject matter and it supersede related to it. No variation to this A on behalf of each of the parties he

#### 17. Law

This Agreement shall be governed parties submit to the exclusive juri

#### The Promotional Venture shall d

The following notes are for guidant

The charity will need to set out venture. The details should cover are not intended to be examples o

(1) Examples of typical promot

These are examples of typical proconnection with retail sale of produce the public.

- (i) A charitable institution allo product to promote that pr charitable institution 1p fo represents in advertisement the product will be donated
- (ii) A charitable institution all Christmas cards. The retail pay the charitable institutio

commercial Participator entitled to

o successors in title and permitted pator shall not assign or transfer or hereunder without the prior written

to give to the other under or in or by email to the other or may be the address given above or such party by written notice given to the to the Charity at <<insert email address>>.

emedy under this Agreement shall of any breach or non-performance e deemed to be a waiver of any of.

en the parties with respect to its agreements and understandings unless in writing and signed by or

cordance with English law and the

of its own particular promotional tion in full; the following examples otional ventures.

brising use of a charity's name in it by the supplier of the product to

be used by a supplier of a food the supplier agrees to give the corsed product sold. The supplier to from the sale of each packet of the bon;

r to use its name and logo on n costs of the cards and agrees to tal sales of the cards. The retailer

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represents that a proportio to the charitable institution;

(2) Examples of written stateme

These are typical statements but particular promotion. It need not be

- 1. <<X%>>of the purchase price w
- 2. For each item sold, <<£X>>will
- **3.** <<Company>> will donate <<Xq This is expected to be at least <<£
- **4.** <<Company>> will donate <<£X <<YYY>> items sold, and a furthe

Duly authorised signatory

For and on behalf of <<full name of

Duly authorised signatory

For and on behalf of <<full name of

ne sales of the cards will be given

see clause 3.1 and 4.1)

I need to be adapted to suit the but it should be agreed in writing:

ty>>

>

romotional venture to <<charity>>.

result of this promotion for the first litional item sold.

r>>