**Terms and Conditions governing the acceptance of goods from Giving World**

1. Interpretation
	1. **Definitions:**
2. Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 9.2.
3. Contract: the contract between the Supplier and the Recipient for the supply of the Goods in accordance with these Conditions.
4. **Charity** means a person established for the purposes of undertaking charitable activities.
5. **Donor**: the person donating the Goods to the Supplier.
6. Recipient: the Charity who receives the Goods from the Supplier.
7. Goods: the goods (or any part of them) set out in the Order.
8. **Leicestershire**: the area within the Leicestershire county boundary.
9. Order: the Recipient's order for the Goods from the Supplier’s website.
10. Supplier: Giving World (registered in England and Wales with company number 5184361 and charity number 1105883).
	1. **Interpretation:**
		1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
		2. A reference to a party includes its personal representatives, successors and permitted assigns.
		3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
		4. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
		5. A reference to **writing** or **written** excludes fax but includes email.
11. Basis of contract
	1. These Conditions apply to the Contract to the exclusion of any other terms that the Recipient seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
	2. The Order constitutes an offer by the Recipient to receive the Goods in accordance with these Conditions. The Recipient is responsible for ensuring that the terms of the Order are complete and accurate.
	3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence.
	4. The Recipient waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents that is inconsistent with these Conditions.
	5. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained on the Supplier’s website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
12. Goods
	1. The Goods are described on the Supplier's website or such other form as the Supplier may specify.
	2. The Supplier reserves the right to amend the Goods or the Order as it sees fit, in its absolute discretion, and the Supplier shall use reasonable efforts to notify the Recipient in any such event.
	3. The Recipient shall distribute the Goods directly to the natural persons in need of such Goods and shall not use a third party to distribute or arrange distribution of the Goods.
	4. The Recipient is not permitted to:
		1. sell the Goods, auction the Goods, or make the Goods available as a part of any fundraising raffle nor to use the Goods for any commercial or fundraising activity whatsoever;
		2. advertise or promote any of the Goods on their website or by any other method;
		3. contact any Donor regarding the Goods, the Supplier or any other matter related to this Contract;
		4. publicise that it has received the Goods from the Supplier; or
		5. refer to the Supplier in any marketing, advertising, promotional materials or in any media engagements,

in each case, without the prior written consent of the Supplier.

1. Delivery/Collection
	1. Subject to clause 4.2, any Recipient located in Leicestershire must collect the Goods from the Supplier's premises at Cave Printing Building, Royal East Street, Leicester LE1 3UH, unless agreed otherwise by the Supplier. The Supplier will provide the Recipient with available times to collect the Goods. The Recipient must book a time with the Supplier to collect the Goods and the Recipient must collect the Goods at that time. Collection must occur within seven days of the Supplier notifying the Recipient that the Goods are ready for collection, unless otherwise agreed by the Supplier.
	2. Notwithstanding Clause 4,1 above, the Supplier may, in its absolute discretion, inform a Recipient located in Leicestershire that they are not permitted to collect the Goods, in which event the Goods will be delivered to the Recipient in accordance with Clause 4.3 below.
	3. If Clause 4.2 applies or the Recipient is not located in Leicestershire, the Supplier will deliver the Goods to the Recipient at the Recipient’s own expense. The Goods will be delivered to the Recipient to the location set out in the Order or such other location as the parties may agree at any time.
	4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods or for any failure to deliver the Goods.
	5. The Supplier may cancel the Order and dispose of part or all of the Goods if the Recipient has not accepted actual delivery of, or collected (as applicable), the Goods within ten days after the day on which the Supplier has either:
		1. notified the Recipient of attempted delivery of the Goods; or
		2. notified the Recipient that the Goods are ready for collection (as applicable).
	6. The Supplier may deliver the Goods by instalments. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Recipient to cancel any other instalment.
2. Recall of Goods
	1. At any stage, the Supplier may notify the Recipient that some, or all, of the Goods need to be recalled.
	2. In the event that the Goods are recalled by the Supplier, the Recipient will take all reasonable steps to ensure the recalled Goods are delivered back to the Supplier in accordance with the Supplier’s instructions and at the Recipient’s expense.
3. Quality
	1. The Supplier warrants that, to the best of their knowledge, the Goods:
		1. generally conform with the material features of the description of the Goods on the Supplier’s website; and

* + 1. are of satisfactory quality.
	1. Subject to clause 6.4, if the Recipient gives notice in writing to the Supplier within two weeks of collection or delivery that some or all of the Goods do not comply with the warranty set out in clause 6.1, the Recipient will be entitled to return the defective Goods at their own expense to the Supplier’s premises. Such Goods must be returned (i) within one week of the Recipient notifying the Supplier and (ii) in substantially the same condition as received.
	2. The Supplier will use reasonable efforts to replace or substitute Goods (if available) which are returned in accordance with Clause 5.2.
	3. The Supplier shall not be required to accept Goods returned under Clause 5.2 or supply replacement Goods under Clause 5.3 if:
		1. the Recipient makes any further use of such Goods after giving notice in accordance with clause 6.2;
		2. the defect arises because the Recipient failed to follow the Supplier's oral or written instructions as to the storage of the Goods; or
		3. the notice delivered in accordance with Clause 6.2 is disputed by the Supplier or if such notices does not contain an adequate description of the defect.
	4. Except as provided in this clause 6, the Supplier shall have no liability to the Recipient in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
	5. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
	6. These Conditions shall apply to any replacement or substitute Goods supplied by the Supplier.
1. Limitation of liability
	1. References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
	2. To the extent permitted by law, the Supplier accepts no liability for loss of any kind resulting from the supply of these goods.
	3. This clause 7 shall survive termination of the Contract.
2. Feedback
	1. The Recipient is required to provide feedback to the Supplier within three weeks of receiving the Goods in such form as the Supplier may specify (acting reasonably). If the Recipient does not provide feedback in the form satisfactory to the Supplier (acting reasonably) within the required timeframe, the Supplier at their discretion may suspend the Recipient’s account in respect of future Orders until such feedback is provided in a form satisfactory to the Supplier (acting reasonably).
3. General
	1. **Entire agreement.**
		1. The Contract constitutes the entire agreement between the parties.
		2. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
	2. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
	3. **Waiver.**A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
	4. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
	5. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
	6. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
4. Notices. You agree that Giving World may send you notices by: (a) email to the email address that you provided to Giving World during registration; or (b) post to the correspondence address that you provided to Giving World during registration.
5. Third party rights. A person who is not a party to the Contract shall not be entitled to any benefit from or enforce any benefit under these terms under the Contracts (Rights of Third Parties) Act 1999.
6. Termination. The Contract may be terminated at any time and by written agreement between the parties. Giving World may terminate the Contract and close your account for any reason.