



The Fundraising Club: Joining the Fundraising Club Lottery

Dear [Club Name],

Introduction to the Fundraising Club Lottery

The Fundraising Club is a new charitable initiative which supports local clubs by simplifying the fundraising process. We provide practical fundraising opportunities which help local clubs and good causes, and are excited that you would like to be part of it.

The Fundraising Club Lottery is a monthly online fundraising lottery supported and marketed by participating sports clubs. Tickets cost £10 per draw, draws will take place on the last day of each month, and the jackpot at our launch is up to £25,000. Clubs which market the Fundraising Club Lottery earn grants from every ticket sold.

In signing this agreement you agree to:

- a) become an 'affiliate' of the Fundraising Club Lottery which allows you to market the Fundraising Club Lottery and sell tickets on the terms of this Agreement, entitling you to a grant on each ticket sale; and
- b) maintain a charitable cause for the duration of this Agreement.

This introduction page to the terms and conditions is intended to give you a high-level overview of the lottery and what this entails from you and us from a legal perspective. This introduction page doesn't form part of our agreement, and is for information purposes only.

Regulation

As fundraising lotteries are regulated activities, we need to make sure that both the Fundraising Club Lottery and your activities selling tickets as part of the Fundraising Club Lottery fully comply with the Gambling Act 2005, Licence Conditions and Codes of Practice (LCCP), and Advertising Standards Authority rules and guidelines.

We therefore will provide marketing materials and guidance on how to sell tickets and operate the lottery ticket sales and marketing in a compliant way. You must use these materials in accordance with our guidance.

We ask that you review the terms carefully to check that you fully understand how to comply.

If you have any questions, please contact hello@thefundraisingclub.org.uk

Best wishes

The Fundraising Club



THE FUNDRAISING CLUB: FUNDRAISING CLUB LOTTERY

AFFILIATION AGREEMENT

This Agreement is made and entered into on the date [Insert date] between **The Fundraising Club C.I.C.**, registered in England and Wales with registration number 16034835 ("TFC") and [Company Name], [Company Address] and company number [Number] ("Affiliate").

This Agreement is made up of:

Part A: Terms and Conditions

Part B: Regulatory Guidelines

Part C: Marketing Guidelines

PART A: TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. In this Agreement, the following words have the following meanings:

Advertising Standards	means any requirements required by either: <ol style="list-style-type: none">1) the Advertising Standards Authority or GC; and/or2) TFC, as set out either in this Agreement or otherwise communicated to the Affiliate from time to time;
Applicable Law	any and all applicable laws, regulations, binding guidance as updated, amended or superseded from time to time, including, (without limitation) the Gambling Act 2005, GC requirements including the Licence Conditions and Codes of Practice (LCCP) attached to TFC's Non-Remote Lottery Operating Licence and Remote Lottery Operating Licence, and Advertising Standards Authority CAP Code (as they may be amended, superseded or replaced from time to time);
Bribery Laws	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments, and regulations in relation to bribery and corruption;



Cause	means a charitable cause that the Affiliate must maintain throughout the Term of this Agreement;
Data Protection Laws	means any privacy and/or data protection laws as they apply to either party or the obligations of a party set out in this Agreement, including (without limitation) the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and the UK GPDR;
Effective Date	means the date of this Agreement;
External Lottery Platform	means the IT platform which TFC and/or the External Lottery Provider grant a licence for the Affiliate to use to participate in the Fundraising Club Lottery;
External Lottery Provider	means Bee-Ethical Ltd, a company registered in England and Wales under company Number 09314392 and registered company address Perio Mill Cottage & Barn, Fotheringhay, Peterborough, Northampton, England, PE8 5HU licensed and regulated in Great Britain by the Gambling Commission under account number 44067;
Fundraising Club Lottery	means the fundraising lottery operated by the Lottery Operator and the External Lottery Provider through the Lottery Platform which the Affiliate has agreed to participate in subject to the terms and conditions of this Agreement;
Grant	means the grant payable by TFC to the Affiliate in consideration for sales of Tickets, as further particularised in clause 4;
GC	means the Gambling Commission of Great Britain, the regulatory body responsible for overseeing and regulating gambling activities in Great Britain.
Insolvency Event	means if a party suffers an insolvency event if it: (a) becomes bankrupt; (b) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; (c) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case; (d) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986; (e) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986; (f) becomes subject to a restructuring



plan under Part 26A of the Companies Act 2006; (g) becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006; (h) has a receiver, manager, administrator, or administrative receiver appointed over all or any part of its undertaking, assets or income; (i) has a resolution passed for its winding up; (j) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it; (k) has a freezing order made against it; (l) takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in steps (a) to (k) above including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;

Lottery Operator

means TFC, licensed and regulated by the GC and/or registered with Leeds City Council as a small society lottery to administer the Fundraising Lottery as notified in writing to the Affiliate as at the date of this Agreement;

Lottery Period

means the duration of each monthly lottery. There is a cut-off date prior to each draw that enable payments to be processed in time for each draw. The lottery period is the time between the cut off dates for the draw just held and the one before that.

MSA Offence

has the meaning given to it in clause 11.1;

Non-Remote Gambling

means gambling in which individuals do not participate by use of remote communication such as the purchase of Tickets 'face-to-face';

**Non-Remote Lottery
Operating Licence**

means an operating licence issued by the GC for authorising Non-Remote Gambling activities;

**Operator Licence
Conditions**

means an operating licence issued by the GC for authorising Non-Remote Gambling activities;

Personal Data

has the meaning given in applicable Data Protection Laws from time to time;



Players	means players of the Fundraising Club Lottery who purchase Tickets through or via the Affiliate;
Remote Gambling	has the meaning given to it in the Gambling Act 2005 in which players participate by the use of remote communication, including using the internet, telephone, television or any other kind of electronic or other technology for facilitating communication;
Remote Lottery Operating Licence	means an operating licence issued by the Gambling Commission authorising activities to be carried out in respect of Remote Gambling;
Ticket	means any Fundraising Club Lottery ticket sold by the Affiliate in accordance with this Agreement; and
Ticket Sale Price	means the price of the Fundraising Club Lottery ticket communicated to the Affiliate by TFC at its sole discretion.

1.2. In this Agreement:

- 1.2.1 reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement; and
- 1.2.8 a reference to legislation is a reference to that legislation as in force as at the date of this Agreement and as may be updated, amended or superseded from time to time.



2. Appointment

- 2.1. Subject to clause 2.2, TFC appoints the Affiliate on a non-exclusive basis to market and sell Tickets to Players as an affiliate of the Fundraising Club Lottery to which TFC is the Lottery Operator on the terms of this Agreement.
- 2.2. It is a condition to this Agreement and TFC's appointment of the Affiliate under clause 2.1 that the Affiliate:
 - 2.2.1 complies with all Applicable Laws;
 - 2.2.2 complies with the instructions of TFC; and
 - 2.2.3 complies with the Operator Licence Conditions
- 2.3. TFC agrees to provide (or procure the provision of) the Affiliate with access to the Lottery Platform to allow the Affiliate to undertake its obligations to market and sell Tickets in accordance with this Agreement.
- 2.4. The Affiliate agrees to comply with the Regulatory Guidelines at Part B and the Marketing Guidelines at Part C.
- 2.5. The Affiliate acknowledges and agrees that the Fundraising Club Lottery is supported by the External Lottery Provider who may communicate reasonable requirements from time to time for the lawful administration of the Fundraising Club Lottery.

3. Affiliate Responsibilities

Marketing

- 3.1. The Affiliate shall, at all times during the Term:
 - 3.1.1 market the Fundraising Club Lottery in accordance the Marketing Guidance as set out in Appendix C of this Agreement and updated from time to time;
 - 3.1.2 adhere to any Marketing Guidelines communicated by TFC on its own behalf or on behalf of the External Lottery Provider;
 - 3.1.3 only issue marketing communications which have been approved by TFC in accordance with clause 3.2 below;
 - 3.1.4 not market to children or young people under 18 including ensuring it does not reflect the Fundraising Club Lottery being associated with youth culture;
 - 3.1.5 comply at all times with Applicable Laws;
 - 3.1.6 not email or telephone market to consumers about the Fundraising Club Lottery without their express prior written consent.

Conduct

- 3.2. The Affiliate shall, at all times during the Term:



- 3.2.1 conduct itself in full compliance with Applicable Laws including the Fundraising Club C.I.C's GC Operator Licence Conditions (as they may be amended from time to time);
- 3.2.2 maintain its Cause for the duration of this Agreement and use any Grants payable to the Affiliate towards such Cause;
- 3.2.3 allow TFC an unrestricted right of audit with respect to its obligations arising out of or in connection with this Agreement, and provide information promptly to TFC when requested, including (without limitation) any information or documentation which may be required by the GC); and
- 3.2.4 have regard to communicating to Players the risks involved with gambling related activities.

Sales

3.3. The Affiliate warrants, represents and undertakes that it will:

- 3.3.1 only sell Tickets to individuals aged 18 years or over and are a resident in Great Britain, and take reasonable steps to verify the identity of anyone to comply with this;
- 3.3.2 sell Tickets both remotely and non-remotely, in accordance with the Remote Lottery Operating Licence and the Non-Remote Operating Licence;
- 3.3.3 provide terms and conditions of entry, rules of play and other documentation required by and designated by TFC to all Players before they purchase any tickets and not seek to impose any additional terms to those provided by TFC;
- 3.3.4 ensure any tickets bought online are capable of being electronically retained or printed by the Player; and
- 3.3.5 share accurate and current information about the lottery and not mislead actual or potential Players or the wider public.

4. Grant

- 4.1. With respect to each Ticket sold by the Affiliate, TFC shall pay to the Affiliate 60% of each the Ticket Sale Price (**Grant**).
- 4.2. Taking effect from [1 January] each calendar year, TFC acting in its sole discretion may amend the Grant, by giving the Affiliate not less than 30 days' prior written notice of such variation.
- 4.3. If the Affiliate does not agree with the Grant amendment as notified under clause 4.2, then the Affiliate may terminate this Agreement by giving TFC not less than 30 calendar days'



notice, such notice to expire no earlier than the date in which the Grant amendment was due to take effect.

- 4.4. Each month, the External Lottery Provider will provide full details of all Tickets sold in the preceding Lottery Period to allow TFC to verify Tickets sold and the Grant due to the Affiliate.
- 4.5. The Affiliate acknowledges and agrees that TFC cannot pay the Grant without being able to verify Ticket sales.
- 4.6. Once TFC has verified the information referred to in clause 4.4, the Affiliate shall submit an invoice for the agreed Monthly Fee and TFC shall make payment within 60 days of receipt of the relevant invoice.
- 4.7. Amounts payable to the Affiliate under this Agreement shall be paid into the following bank account by electronic funds transfer unless otherwise notified by the Affiliate to TFC in accordance with this Agreement:
 - 4.7.1 Bank name: [insert details]
Account holder name: [insert details]
Sort code: [insert details]
Account number: [insert details]
- 4.8. All invoices must meet TFC's invoicing, and purchase order requirements as reasonably communicated to the Affiliate.

5. Data Protection

For the purposes of this clause 5, the terms **personal data**, **data subjects**, **process**, **controller**, **processor**, **personal data breach** and **processing** shall each have the meaning given to them in the Data Protection Laws.

- 5.1. Each party shall comply with Data Protection Laws in performing its obligations under this Agreement in its processing the personal data of data subjects. Nothing in this Agreement relieves either party of its own liabilities under Data Protection Laws.
- 5.2. The parties agree for the purposes of this Agreement, that each the TFC, the Affiliate and the External Lottery Provider are all controllers of the personal data. The personal data shall include names, email addresses, telephone numbers and postal addresses.
- 5.3. To the extent that TFC processes personal data on behalf of the Affiliate, TFC shall:
 - 5.3.1 only process Personal Data only on the Affiliate's documented instructions set out in this Agreement;
 - 5.3.2 take reasonable steps to ensure its personnel are subject to a contractual duty of confidentiality;



- 5.3.3 implement appropriate technical and organisational measures to safeguard personal data in a way which is appropriate to the risk posed by its processing activities;
 - 5.3.4 notify the Affiliate of any personal data breach without undue delay;
 - 5.3.5 assist the Affiliate, at the Affiliate's cost, in complying with its obligations under Articles 32-36 UK GDPR and in responding to any data subject requests; and
 - 5.3.6 provide reasonable information to the Affiliate to demonstrate compliance with this clause 5, and otherwise allow a reasonable right of audit with respect to demonstrating compliance with this clause 5 and delete or return personal data (at the Affiliate's election and subject to compliance with Applicable Laws) upon termination of this Agreement.
- 5.4. Where TFC shares personal data with the Affiliate, the Affiliate shall:
- 5.4.1 only process the personal data during the Term, to the extent necessary for the purpose of this Agreement;
 - 5.4.2 implement and maintain all appropriate technical and organisational securing measures during the Term to protect the personal data against accidental or unlawful destruction, loss, alteration, disclosure or access. These measures must to a minimum be in accordance with Data Protection Laws;
 - 5.4.3 promptly comply with the any request from TFC requiring the Affiliate to amend, transfer, correct, return, delete, block access or to restrict access to the personal data;
 - 5.4.4 not transfer personal data to countries outside the European Economic Area without TFC's prior written consent;
 - 5.4.5 not disclose Personal Data to any third party without TFC's prior written consent;
 - 5.4.6 promptly notify TFC of any subject access request or complaint received in connection with the processing of Personal Data and provide TFC with full co-operation and assistance in responding to such requests or complaints; and
 - 5.4.7 promptly notify TFC of personal data breach or claim and in any event no later than 24 hours after the detection of such breach or following receipt of a claim, providing such details as TFC requires in relation to the personal data breach or claim.

6. Term and Termination

- 6.1. This Agreement begins on the Effective Date and continue until either party terminates it upon 30 days' written notice.
- 6.2. Either party may terminate this Agreement if the other party is in material breach of this Agreement, and if such material breach is capable of remedy, that breach is not remedied within seven (7) days.



- 6.3. Without prejudice to its other rights and remedies, TFC may terminate this Agreement immediately where the Affiliate is in breach of this Agreement or has otherwise acted in a manner which is inconsistent with this Agreement or the requirements of Applicable Laws including the Fundraising Club C.I.C's GC Operator Licence Conditions (as they may be amended from time to time);
- 6.4. Without prejudice to its other rights and remedies, TFC reserves the right to suspend the Affiliate where TFC believes that the Affiliate is in breach of clause 3 of this Agreement. Where TFC suspends the Affiliate:
- 6.4.1 grants that would have been payable to the Affiliate during the suspension period are withdrawn; and
 - 6.4.2 the Affiliate will not receive any payment from TFC, until TFC is satisfied that the Affiliate is able to comply with its obligations under clause 3 and informs the Affiliate that the suspension period is over.
- 6.5. Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party suffers an Insolvency Event.
- 6.6. Where this Agreement is terminated:
- 6.6.1 all rights granted to the Affiliate by TFC shall cease;
 - 6.6.2 the Affiliate shall cease selling any further Tickets or undertaking any marketing or sales activity permitted under this Agreement, unless expressly authorised by TFC;
 - 6.6.3 the Affiliate will not be eligible for any further payments from TFC; and
 - 6.6.4 for the avoidance of doubt any Players who have subscribed to the Fundraising Club Lottery for that month will continue to be enrolled in the Fundraising Club Lottery as a general player. Following the draw, and at the end of the month, the Player's subscription will terminate, unless TFC acting in its sole discretion invites the Player to be part of a general pool in which the monies will be used to provide Grants to other affiliates participating in the Fundraising Club Lottery.

7. Limitation of Liability

- 7.1. The parties acknowledge and agree that TFC is the Lottery Operator and primarily liable for compliance with the Gambling Act 2005. The Affiliate acknowledges that it must comply with Applicable Law and support the Fundraising Club Lottery in accordance with this Agreement.
- 7.2. **If you are a consumer Affiliate (within the meaning of the Consumer Rights Act 2015):** If TFC breaches these terms or are negligent, TFC is liable to the Affiliate for foreseeable loss or damage that the Affiliate suffers as a result. By 'foreseeable' TFC means that, at the time the contract was made, it was either clear that such loss or damage would occur or the Affiliate and TFC both knew that it might reasonably occur, as a result of something TFC did



(or failed to do). TFC is not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

- 7.3. **If you are a business Affiliate:** TFC shall only be liable for direct losses caused by TFC. TFC's maximum liability arising out of or in connection with this Agreement shall not exceed 50% of the value of the total Tickets sold in the six (6) month period preceding the event giving rise to the liability.
- 7.4. To the fullest extent permitted by law, TFC will not be liable for any indirect, incidental, or consequential damages arising from this Agreement including (without limitation) any loss of revenue, anticipated revenue, or savings.
- 7.5. To the fullest extent permitted by law, and without prejudice to the other rights and remedies of TFC (including, without limitation, its right to terminate this Agreement) the Affiliate shall indemnify and hold harmless TFC against any and all losses, liabilities, damages, fees and expenses arising out of or in connection with any breach by the Affiliate of this Agreement.
- 7.6. Nothing in this Agreement excludes or limits either party's liability for any death or personal injury caused by its negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow a party to exclude or limit.
- 7.7. The parties agree that these terms are fair and reasonable.

8. Events beyond our control

- 8.1. Events beyond our control are otherwise referred to as **Force Majeure** events. Force Majeure means event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement.
- 8.2. A party shall not be liable if it is delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
 - 8.2.1 promptly notifies the other of the Force Majeure event and its expected duration;
and
 - 8.2.2 uses reasonable endeavours to minimise the effects of that event.
- 8.3. If, due to Force Majeure, a party:
 - 8.3.1 is or is likely to be unable to perform a material obligation; or
 - 8.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 1 (one) month,
either party may terminate this Agreement on not less than four weeks' written notice.



9. Dispute Resolution

- 9.1. Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 9.
- 9.2. The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 9.3. The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
 - 9.3.1 within seven days of service of the notice, representatives of the parties shall meet to discuss the dispute and attempt to resolve it.
 - 9.3.2 if the dispute has not been resolved within seven days of the first meeting of the representatives, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven (7) days to discuss the dispute and attempt to resolve it.
- 9.4. The specific format for the resolution of the dispute under clause 9.3.1 and if necessary, clause 9.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

10. Anti-Bribery

- 10.1. For the purposes of this clause 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 10.2. The Affiliate shall ensure that it and each person referred to in clauses 10.2.1 to 10.2.3 (inclusive) does not, by any act or omission, place TFC in breach of any Bribery Laws. The Affiliate shall comply with all applicable Bribery Laws, ensure that it has in place adequate procedures to prevent any breach of this clause 10 and ensure that:
 - 10.2.1 all of the Affiliate's personnel and all direct and indirect sub-contractors of the Affiliate;
 - 10.2.2 all others associated with the Affiliate; and
 - 10.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 10.2.1 and/or 10.2.2, involved in performance of obligations under this Agreement so comply.
- 10.3. The Affiliate shall immediately notify TFC as soon as it becomes aware of a breach of any of the requirements in this clause 10.



11. Modern slavery

11.1. The Affiliate undertakes, warrants and represents that:

- 11.1.1 Neither the Affiliate nor any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**);
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 11.1.2 it shall comply with the Modern Slavery Act 2015;
 - 11.1.3 it shall notify TFC immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Affiliate's obligations under this clause
11. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Affiliate's obligations.

12. Entire agreement

- 12.1. This Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 12.2. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this agreement.
- 12.3. Nothing in this Agreement purports to limit or exclude any liability for fraud.

13. Notices

- 13.1. Any notice given by a party under this Agreement shall be:
 - 13.1.1 in writing and in English; and
 - 13.1.2 signed by, or on behalf of, the party giving it.
- 13.2. Notices may be given, and are deemed received:
 - 13.2.1 by hand: on receipt of a signature at the time of delivery;
 - 13.2.2 by post: at 9am on the second business day after posting;
 - 13.2.3 by email on receipt of a: delivery email from the correct address.



13.3. The address for notices will be the addresses at page 1 of this Agreement unless communicated otherwise in writing.

14. Variation

We may vary these terms at any time on reasonable notice to you. If you do not agree to such updates you may terminate this Agreement on 30 days' written notice.

15. Assignment and sub-contracting

15.1. TFL may at any time assign, sub-contract, transfer or deal in any other manner with any or all of its rights under this Agreement.

15.2. The Affiliate shall not assign, sub-contract, transfer or deal in any other manner with any or all of its rights under this Agreement, in whole or in part, without TFC's prior written consent.

16. No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

17. Severance

17.1. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

17.2. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

18. Waiver

18.1. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or



remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

- 18.2. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 18.3. A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

19. Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 19 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

20. Third-party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

21. Governing law and jurisdiction

- 21.1. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 21.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Part B: Regulatory Guidelines

See attached to this agreement.

Part C: Marketing Guidelines

As communicated by TFC to the Affiliate from time to time. See attached to this agreement.



EXECUTED AS A DEED by the parties and delivered on the date set out at the head of this Deed

Executed as a deed by [AFFILIATE'S FULL NAME] acting by	[Insert Name] [Insert Title] [Insert Signature] Dated [Insert date]
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Executed as a deed by The Fundraising Club C.I.C acting by	NAME Director Signature [Insert signature] Dated [Insert date]
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