

Thank you for visiting Karmabank website. Please make sure you have read and understand these terms and conditions (“Terms”) carefully before using our websites, using social media channels we operate, donating to us or undertaking other activities. If you are under 18, please get a parent or guardian to read through these Terms and to discuss them with you.

These Terms also incorporate the following additional terms and policies which apply to your use of our websites and social media sites we manage and maintain:

- Our [Data Privacy Policy](#) which sets out how we use the information you share with us, and what measures we take to protect it
- Our [Cookies Policy](#) which sets out what cookies are, why we use cookies on our websites and your options relating to their use
- If you donate to us via text, our [Text to Donate terms and conditions](#) apply, too

Feedback

If you have any concerns about material which appears on our site, please contactcommunity@karmabank.co

Who we are

Karmabank is a registered charity in England and Wales (13606765). Registered Company Number 13606765. Our registered office is Karmabank, Festival House, 18 Vicarage Gate, London W8 4AA. References in these Terms to ‘we’ or ‘us’ are to Karmabank.

1. Changes

- We may change these Terms at any time, in which case the amended Terms will be posted on our websites and will apply from the date we post them, with the exception that any orders that we have already accepted from you before the new Terms are posted will continue to be subject to the Terms in force when your order was accepted.
- Please check these Terms on each occasion you use our websites. If you continue to use our websites, you will be bound by the latest Terms.
- We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.
- The format and content of our websites change constantly. You should refresh your browser each time you visit our sites to ensure that you access the most up to date version.

2. Using our Websites

- Our websites are made available free of charge. We may suspend, withdraw, discontinue, or change all or any part of our websites without notice. We will not be liable to you if for any reason any of our websites, or part of them, are unavailable at any time or for any period.
- You agree to only use our websites, social media and email in a manner that complies with all applicable laws and regulations and is consistent with these Terms and does not infringe the rights of anyone else, nor restrict or inhibit their use and enjoyment of our sites (including, amongst other things, by hacking). We reserve the right in our sole discretion to deny any user access to our websites or any part of them without

prior notice.

3. Registration

- You may access and use most parts of our websites without registering your details with us. In cases where registration is required (for example to receive email updates, or to apply for holiday) each registration must be for a single user only. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.
- You should inform us immediately if you have any reason to believe that your personal information has been compromised and could be used to access or harm the work of the charity for any reason. We may disable any user or remove any users from our services at any time and for any reason at our discretion.

4. Privacy

- We use, store and process information about you in accordance with our Privacy Policy. By using our websites, you consent to our use, storage and processing of your information in accordance with that policy.
- By using the Karmabank websites, social media pages, entering a competition or providing your information you consent to our collection and use of the information you provide in the way(s) set out in this notice. If you do not agree to this notice please do not use our websites, social media pages, email opt in or other services.

5. Website content including user-generated content.

- In posting information to our website or social sites you are granting us a non-exclusive, perpetual, royalty free, worldwide licence to use, highlight, comment, modify or reproduce your contributions in whole or part, in whatever form, on our websites, social media pages and other communications and publications.
- By posting or submitting content to our social media or websites you waive your moral rights, including the right to be identified as the author of the content.
- You grant us the right to use the name and content you submit in connection with the material or information you shared to the social media or website.
- We have the right to reveal your identify or any information we may have about to any third party who claims that the material violates their rights or to any government or regulatory authority that requires or entitles us to do so.
- We may remove or edit any materials or posts you make to our websites or social media platforms at any time.
- If you have a complaint about any content on (or sent via) our website, please email hello@familyholidaycharity.org.uk. Please provide your name, company or organisation name if relevant, and contact details. Details of the exact content complained of and details of why you are complaining about that content. Confirmation from you that that the information that you have provided is accurate, complete and not misleading. Please note that no action can be taken without this information.
- Please do not post or transmit to our website or social media or other pages information materials or information that is false or misleading, defamatory, illegal, abusive, vulgar, hateful, harassing, liable to incite racial hatred, blasphemous, discriminatory, pornographic, sexually oriented, threatening, or invasive of a person's privacy.
- You should also not share information which you do not own or for which you have not obtained all necessary licences and/or approvals.
- You should not share information, which is harmful such as computer viruses, logic bombs, trojan horses, worms, components, corrupted data, malicious software or harmful data.
- You should not impersonate anyone else, misrepresent your affirmation or affiliation with anyone or any other entity.
- If you do post information to our website and social sites with any of the information lists ablow, and we incur costs, expenses or liability, losses as a result then you agree that you are liable for such costs,

expenses, liability and losses.

6. Intellectual Property

- We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, except where otherwise stated.
- Those works are protected by copyright laws and treaties around the world.
- All such rights are reserved.
- Commercial use or publication of all or any item displayed is strictly prohibited without prior written authorisation.
- You are permitted to print and download extracts from our websites for your personal non-commercial use and for private study or teaching purposes, provided in each case that copyright and source indications are also printed and copied, no modifications are made to the materials and they are not used as part of any other publication, any document is printed and copied entirely and is not used in a derogatory or misleading context, the material is not used in a manner which may damage our reputation or otherwise be harmful to us or impair our ability to achieve our charitable objects; and our status (and that of any identified contributors) as the authors of content must always be acknowledged.
- No other use of material on our websites may be made without first obtaining our written permission. In particular, you must not do the following unless you have first obtained our written permission – incorporate any material from our websites in any other work or publication, whether in hard copy or electronic form, make any commercial use or publication of any material on our websites (other than as necessary for the purpose of viewing our sites in the course of business), If you wish to use any material on our websites other than in accordance with this term, please email hello@familyholidaycharity.org.uk with a permission request.
- The photographic, text and other graphic images within any products or publications supplied to you are copyright works and none of them may be copied, reproduced, licensed or otherwise exploited.
- Karmabank name and logo are trademarks of the Karmabank. Other logos and names used on our websites may also be the trademarks of the charity or their respective owners. No permission is given by us in respect of the use of any such trademarks, names or logos and such use may constitute an infringement of the holder's rights.

7. Advertisers and Sponsors

- We may from time to time allow companies to advertise goods and services on our websites and social media. This is typically as part of a partnership agreement we may have with the company and be in exchange for financial contribution or services which support our charitable aims and mission.
- We won't knowingly run an advert that is untrue, or which relates to goods or services contrary to our objects, the appearance of an advert does not mean that we endorse the advertiser's goods or services.
- We are not responsible for the accuracy of any advertising material or for any advertised product or service unless it is a product we are selling directly on our website or social media channels.

8. Disclaimers

- The information provided on our websites is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. While we endeavour to ensure that the information on our websites is correct, we do not warrant the accuracy and completeness of that information. The material on our websites may be out of date, and we make no commitment to update such material.
- We take every reasonable care to ensure that any payment made by you in connection with our websites is conducted via a secure link. However, the security of information and payments transmitted via the internet cannot be guaranteed and as we are not responsible for the operation of the secure link we will not, unless we are negligent, be liable for any loss you may suffer if a third party obtains unauthorised access to any information you provide.

- We do not warrant that the functions contained on our websites will be uninterrupted or error-free, that defects will be corrected, or that our sites or the server that makes them available are free of viruses or bugs or represent full functionality, accuracy or reliability of the materials. We will not be liable for any loss, disruption or damage to your data or your computer system or any other damages (including amongst other losses, loss of profit or loss of use) arising out of your use or delay or inability to use our websites, their content or any link to another website arising in contract, tort (including negligence) or otherwise except in the case of death or personal injury caused by our negligence. Nothing in this disclaimer applies to any products which you purchase directly from our sites.

9. Liability

- We do not limit in any way our liability by law for fraud or death or personal injury caused by our negligence or breach of statutory duty or any other liability which cannot be excluded or limited under applicable law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our websites or any content on them, whether express or implied.
- We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our websites, use of or reliance on any content displayed on our websites.
- If you are a business user, please note that in particular, we will not be liable for loss of profits, sales, business or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation or any indirect or consequential loss or damage.
- We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our websites or to your downloading of any content on them, or on any website linked to them.

10. Links

- Our websites may contain links to third party websites. Such links are provided for your convenience only. We do not necessarily control such websites and are not responsible for their content.
- The mere inclusion of such links does not imply any endorsement of the material on those websites or any association with their operators.
- If you decide to access any of the third-party websites linked to from our websites, you do so entirely at your own risk.
- We cannot guarantee that these links will work all the time and we have no control over the availability of the linked pages.
- If you wish to link from your website to our websites you may do so only on the basis that you link to, but do not replicate, the homepage or other web pages, and subject to the following conditions – the link must simply consist of either the website address or any linking logo which we have given you permission to use, you do not remove, distort or otherwise alter the size or appearance of any logos on the site, you do not in any way imply that we are endorsing any products or services, you do not misrepresent your relationship with us nor present any other false information about us, you do not otherwise use any Karmabank trademarks displayed on our sites without our express written permission, you do not link from a website that is not owned by you and your website does not contain content that is distasteful, pornographic, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- At any time and at our complete discretion we reserve the right to withdraw the permission to make website links to our sites.

11. Events beyond our control


- We will not be liable to you for any delay in delivering any services or order or breach of our obligations, if the delay or breach is due to acts of God, civil commotion, riots, malicious damage, floods, drought, fire,

epidemic, legislation, failure of internet service provider (ISP) or telecommunications provider or other cause beyond our reasonable control. This does not affect your statutory rights.

12. Law, courts and language

• These Terms, use of our sites and the supply of products and services by us are governed by and to be interpreted in accordance with English law. In the event of any dispute arising in relation to these Terms, use of our sites or in relation to the supply of any products or services by us the English courts will have jurisdiction over the dispute. These Terms and our websites are provided in the English language only.

Version Control - Approval and Review

Version No	Approved By	Approval Date	Main Changes	Review Period
1.0	Board	01 Dec 24	Initial draft approved	Annually
✓	Andrew Standen-Raz	✓		✓