

**Terms & Conditions** relating to the charity School Angel and any UK school registered with the charity.

## **School Angel Responsibilities:**

School Angel is a registered charity in England & Wales regulated by the charities commission charity number **1153856**.

1. School Angel provides a method for schools to raise funds for their school through a business practice known as affiliate marketing. This is a process whereby a business agrees to donate a proportion of their profit generated on a sales transaction to School Angel for a completed sales transaction which is tracked back to the School Angel website.
2. School Angel will build every school registered with the charity a dedicated web page from which supporters of that school can shop.
3. School Angel is free for all schools in the UK to join.
4. **All the monies generated through the School Angel website remain the sole property of School Angel and all profits generated by the charity must be deployed to further the charities objects (Charitable Aims) which are as follows:**

### **School Angel Charitable Aims (Charitable Objects)**

- "To advance the education (including physical education) of pupils at UK schools registered with the charity by providing and assisting in the provision of facilities [not required to be provided by the local education authority] for education at the school."
  - " To assist UK schools in advancing the education of school age children by developing their mental, physical and moral capabilities through leisure time activities."
  - " To assist UK schools in advancing the education of children suffering with mental and / or physical disability and including children suffering from social deprivation in such ways as the charities trustees think fit"
5. School Angel will liaise with the registered school and agree on what the funds generated by the schools page are going to be used for. Where no mutual agreement can be agreed then the trustees of School Angel will have the final and definitive say in how the funds can be spent.
  6. School Angel will donate 100% of every sale commission generated to the appropriate school's fundraising page.
  7. School Angel will pay schools on request, any monies which have been cleared into the charities bank account resulting from successful transactions generated through the school's shopping page at [www.schoolangel.org.uk](http://www.schoolangel.org.uk), providing: **a.** The school has been registered with the charity for a minimum of six months **b.** The school has complied with the terms and

conditions required by all schools registered with the charity, including inserting a link from their school website (if they have one) into their shopping page. Payment will generally be made by electronic bank transfer into a designated school fund account.

8. The 'Pledged Funds' amount shown on a school's page is the full amount of funds pledged to the school. **However it does not reflect any donations which may have been subsequently cancelled by the retailer** (this may occur if goods or services are cancelled, returned or if invalid discount coupons are used during the purchase procedure. As a rough guide approximately 10-15% of all online purchases get cancelled) . When a school requests a fund draw-down the charity will calculate to exact amount of cleared funds available.
9. School Angel reserves the right to request an audit trail on any goods or services either partially or fully funded by the charity for a school. This may include investigation by the charities auditors, of the school to establish that the charities donated monies have been used for their intended purpose.
10. School Angel does not buy goods and services on behalf of schools but will either fully or partially fund such purchases. All contracts between goods and services suppliers remain with the purchasing school.
11. School Angel reserves the right to have any goods funded by the charity endorsed with the charities name, for example textbooks stamped or mini buses liveried etc. School Angel reserves the right to dictate the size and position of such livery / endorsement on any such item, funded either partially or wholly through the charity.
12. School Angel will on request provide promotional materials to schools which can be handed out with the aim of raising awareness of the charity to parents /carers. These materials may be such as branded computer mouse pads, key rings, fridge magnets etc. These items will be provided to the school at cost price from School Angel but **MUST** be given freely to parents / carers and never sold. This is in order to comply with our copyright license on our use of images.
13. School Angel will remove a school's fundraising page if it remains inactive for a reasonable time. We consider a reasonable time to be 3 months after the page has gone live on our website. The following is considered as being 'inactive'
  - No purchases made through the page for the past three months
  - No website button placed on school website
  - No contact with the charity, and/or failure to respond to our emails

Inactivity may be constituted by one or a combination of the above factors.

Unused pages will be given to new school's keen to join the charity and become an active part of our fundraising community.

16. If a school's page is removed due to inactivity the charity will send the school a 'removal notification email'. The charity will send the removal email to the current email address on the schools website. We will also invite the school to contact the charity if it wishes to request payment of any funds raised over £10. If the school fails to respond back to the charity within 10 days, then we will allocate 100% any funds outstanding on the fundraising page to the charities running-costs fund.
17. School Angel runs a grant programme aimed at helping disadvantaged pupils in our registered schools. Any school which has been registered for 6 months or more and is an active member (active means they have a clear website link from their school website into their fundraising page and they are regular purchases made through it) is eligible to apply following the instructions on our website.
18. School Angel will always strive to deal in an open, transparent and respectful manner with all our registered schools. If we make a mistake we will try to act quickly to acknowledge this and effect a swift remedy. We ask all schools who register with us to treat the charity in a reciprocal manner.

### **The Responsibilities Of School's Registered With School Angel:**

1. Schools must apply to register with School Angel in order to benefit from any service the charity may offer. (PTA's, school councils and school friend associations are permitted to apply but only with the consent of the school's headteacher).
2. School Angel reserves the right to decline to register a school. If School Angel exercises this right then it will communicate the reason for the refusal to register, to the school in question.
3. The decision of School Angel to register a school or not, is not open to challenge nor appeal.
4. School Angel defines a school as '**an institution for educating children**'. We define school age children as being between the **ages of 2 and 19 years inclusive**, from pre-school stage to the end of secondary schooling.
5. Every school registered with the charity must agree to undertake a minimum amount of promotion of the charity to parents/carers of the schools children. Preferably this should be by email, and include a link to the schools charity page embedded in the email. It may also be via paper letter. The minimum number of emails per school year is six, one every half term.
6. Every school is also required to provide a permanent link from their school website onto their dedicated charity shopping page.
7. Every school acknowledges that the sole responsibility for promoting their charity shopping page to parents/carers rests with the individual school. The more effort a school puts into

promoting the service the greater the raised funds are likely to be.

8. The school agrees only to ask for funding for goods or services which fall within the charities objects.
9. The school accepts that the final decision on what the monies generated through the schools web page, on the School Angel website can be spent on, rests with the charities trustees, who will ensure that all monies are used to further the charities stated charitable aims. Their decision is not open to challenge nor appeal.
10. The school accepts that all monies generated through the School Angel charity website remain the exclusive property of School Angel and all profits will be distributed to further the charities objects.
11. If there is a dispute regarding the allocation of funds then the Trustees of School Angel will have the final and definitive say.
12. Schools have the right to leave the School Angel charity without the requirement to give any reason nor notice. Any monies generated from a School which has left the charity will remain the property of the charity and be distributed according to the charities objects among the other schools still registered.
13. Schools accept that School Angel uses web based technology which although robust is not infallible, and on occasions not all monies generated for a school may be tracked accurately leading to a loss of that particular transactions income. The schools agree to completely exonerate School Angel from any liability for such losses.
14. Schools accept that the charity although taking all reasonable actions to ensure that the School Angel website operates continually, cannot be held accountable for any losses due to the site being temporarily down, be that through routine maintenance or problems with third party service providers such as web servers, our affiliate link tracking software any other technical problems if and when they arise.
15. Schools agree to provide feedback and if appropriate photographs of items funded or purchased through the charity which we can use on our social media/main website for the purpose of informing the public about the work the charity does.
16. Any photographs / images provided by schools to School Angel must be provided with an implied consent that we can use them in our electronic or paper media i.e. social media or website and /or promotional paper literature.
17. School's registered with School Angel will automatically be subscribed to the charities email list and receive our newsletters containing updates and tips on how to best promote their school charity page. **WE CANNOT STRESS ENOUGH HOW IMPORTANT IT IS THAT YOU READ THE CHARITIES NEWSLETTERS IF YOU WISH TO TAKE FULL ADVANTAGE OF THE SERVICES WE OFFER.** Your details will never be shared with

any third party without your prior consent and you have the option to unsubscribe from the charities mailing list if you so wish. Schools can update their email address automatically via the School Angel website.

18. Should any school be suspected or found to have acted improperly or fraudulently in its dealings with School Angel then the charity will take appropriate remedial action which may include reporting to the Police, CIFAS and the local education authority as well as the immediate suspension of the school from the charities programme pending the outcome of any such investigation.

### **Intellectual Property :**



The School Angel logo is protected under UK trademark law.

The name '**School Angel**' and '**schoolangel**' is registered to the charity and cannot be registered for use by another trading company or business.

The domain names **schoolangel.org.uk**, **schoolangel.org** and **schoolangel.co.uk** are all reserved for the exclusive use by the charity.

The contents of the School Angel website is copyrighted.

Schools who are registered with School Angel are granted the charity's permission to reproduce our official logo on any written and electronic forms of communication providing this is used solely in relation to promoting the charity. You must not alter the logo in any way.

Schools who are registered with School Angel are also granted permission to reproduce any of the written content from our website providing it is used solely in relation to promoting the charity.

Please note you must not use, nor reproduce any of the images (except logo's) in any form (electronic or paper). School Angel holds a license allowing the charity to use the images in print and electronic documents including our web pages. This license does not extend to any school registered with School Angel.

Schools registered with School Angel are permitted to use our logo/s for the production of promotional material such as mouse mats, key rings, fridge magnets etc. for the purpose of promoting the charity to parents/carers. We will on request supply the image files for our official logo's for this purpose.

