

JustHelping Terms and Conditions

This website is owned and operated by JustHelping. References to 'we,' 'us,' 'you,' or 'our' in these terms and conditions refer to the JustHelping charity which is registered in England and Wales charity number 1140968, with registered address of St George's House, 215 – 219 Chester Road, Manchester M15 4JE. The Collection or Collections refers to the entity collecting the Christmas trees in aid of the hospice and other local charities; being a hospice-led collection or a volunteer-led collection.

By using this website, you agree to be legally bound by these terms and conditions which take effect from your first use of this website. If you do not agree to these terms and conditions, please do not register your Christmas tree or use this website.

JustHelping runs and maintains this website and processes donations on behalf of the charities and other good causes featured on it. The website allows you to register your Christmas tree for collection and make a voluntary donation. You can also make a general donation to JustHelping or donate to your hospice if you don't have a real Christmas tree. Each hospice featured has an agreement in place with JustHelping authorising us to collect donations on its behalf.

JustHelping may change or update these terms and conditions at any time by posting changes online. Your continued use of the website after any changes have been made means you agree to be legally bound by these terms and conditions as updated or amended. You agree to review this agreement from time-to-time to ensure you are aware of any changes. The date on which these Terms of Service were last updated is stated at the end of this document.

Donations

JustHelping operate and manage the website so that individuals can register their Christmas tree for collection and/or make a voluntary donation by credit, debit card or by PayPal. JustHelping will maintain the donations in the Barclays Bank account or the PayPal account. All donations are processed through Braintree or PayPal which are PCI DSS compliant service providers. JustHelping does not make interest accumulated from holding donations.

After an individual has registered their tree for collection on the website, they can make a voluntary donation by PayPal directly or by using a credit or debit card which goes through a system called Braintree which is a service offered by PayPal. Both systems offer donors an easy, secure way of donating. Donations made by either method are fully traceable with unique reference data, so we can check individual donations in the event of any queries and both systems offer donors the peace of mind of a simple refund process in the event of duplicate or incorrect donation amounts being entered. An individual can also make a general donation on the website using the Donate button.

Approximately 60% of all donations processed by Just Helping each year are received as credit or debit card payments, for which Braintree charge us 1.9% plus 20 pence per transaction.

For donations received directly by PayPal the charge is 1.4% plus 20 pence per transaction.

Further information about both systems, including their privacy notices can be found on the websites below. <https://www.paypal.com/uk/webapps/mpp/accept-payments-online>
<https://www.braintreepayments.com/en-gb/features/credit-cards>

JustHelping distributes donations to hospices and local good causes and ensures that all donations received (after deduction of online bank processing charges, event costs, direct costs and JustHelping feeds) are paid out by automatic bank transfer to the respective hospice or charity bank account or if requested by cheque. Cheques which are not cashed by the recipient organisation within six months will be cancelled and forfeited and will not be reissued.

After direct costs are deducted, JustHelping deducts 10% to cover its operating costs. Please note JustHelping is a not-for-profit charity. We then add the Gift Aided to the total and the distribution (unless stated otherwise) is 90% to the hospice and 10% to local charities.

For example: for a sum of donations equalling £100 - £10 (direct costs) = £90 – 10% JH fee = £81.00 + £25.00 (Gift Aid) = £106.00 which is distributed £95.40 to the hospice and £10.60 to local charities

Gift Aid

Gift Aid is a government scheme that allows charities to reclaim the tax that you have already paid on your donations through income tax or capital gains tax. When you donate on the website and select that you wish to Gift Aid your donation, you are agreeing to the following:

I confirm I have paid or will pay an amount of Income Tax and/or Capital Gains Tax for the current tax year (6 April to 5 April) that is at least equal to the amount of tax that all the charities and Community Amateur Sports Clubs (CASCs) that I donate to will reclaim on my gifts for the current tax year. I understand the charity will reclaim 25p of tax on every £1 that I have given and that if I pay less Income Tax and/or Capital Gains Tax in the current tax year than the amount of Gift Aid claimed on all my donations it is my responsibility to pay any difference.

JustHelping will reclaim the Gift Aid on behalf of the charity under the UK government's Gift Aid Scheme. For more details about Gift Aid please go to <https://www.gov.uk/donating-to-charity/gift-aid>

Refunds of donations

All requests for refunds of donations should be made by the donor to JustHelping by email to info@just-helping.org.uk. Refunds are made in accordance with the UK Charities Act 2011 and the Fundraising Code of Practice.

Refund requests must be made within 7 working days of the donation being made. Please note, we do not charge fees for processing donations.

Data Protection and Data Sharing

We collect, use, store and disclose personal information in accordance with Data Protection Laws, the Data Protection Act (DPA) and the General Data Protection Regulation (GDPR) 2018 and all applicable laws relating to the collection and use of Personal Data. By using this website, you consent to such processing and you warrant that all data provided by you is accurate.

We may collect and use your personal information by relying on the legitimate interest legal basis such as when you have registered a tree for collection in a previous year, we will want to tell you about the collection the following year because we have a legitimate organisational interest to use your personal information and there is no prejudice or harm to your rights and freedom by using

your personal information for this purpose. Where we do so, we will always provide you with the opportunity to opt-out of such communications.

We will only share personal data with other third parties where we have a legitimate purpose, and an appropriate legal ground under data protection law which permits us to do so. Commonly, this could include situations where we are legally obliged to provide the information (e.g. to HMRC for tax and Gift Aid purposes).

We appoint third party service providers (known as processors) who will handle information on our behalf. JustHelping remains responsible for ensuring that its processors comply with data protection law and this Policy in their handling of personal data. We currently share data and have agreements in place with 121 Systems Ltd t/a TRU and New Orbit Ltd. We explain in more details about how we handle your personal data and our lawful bases for processing it in our Privacy Policy.

[Links to third party sites](#)

This website contains links to websites owned and operated by third parties. The operation of these websites is out of control of JustHelping and you proceed at your own risk. We do not endorse or sponsor and are not liable for the products or services or content which you access through any linked sites. These links are provided for your information only.

You may also link to the JustHelping website provided you do so in a way that is fair and legal and does not damage the reputation of JustHelping or any other third parties or charities mentioned on the website.

[Cookies](#)

We do not use cookies on this website. For our email marketing, we use Mailchimp and our email communications may be trackable on an individual level for example, opens and link clicks. We use this information to help us improve the effectiveness of our email communication.

[Using the website](#)

JustHelping updates the website regularly and may change the content at any time. Whilst we make every effort to ensure that the information on the website is accurate and complete, some information is supplied by third parties and as such we do not accept liability arising from any inaccuracy or omission of any information. You must not interfere with the working of the website and you must not attempt to circumvent security, tamper with, hack into or otherwise disrupt it.

JustHelping will make every effort to ensure that the website is available continuously, without interruptions and error-free but occasionally, the website may become unavailable, whether on a scheduled or unscheduled basis. We are not liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of our website or any service available on our website.

The materials contained on this website are either the copyright of JustHelping or the Collections. You may view the content on the screen. You may not copy, reproduce, download or otherwise use the content in any way except for non-commercial, personal or educational use. You must use the website and the information available responsibly. No such information may be used for or in

connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation.

The names, images and logos identifying JustHelping or any other third parties including the Collections on this website maybe subject to copyright, design or trademark rights.

Law and Jurisdiction

The use of this website and any agreements entered through this website are governed by and construed in accordance with English law. The courts of England are to have exclusive jurisdiction to settle any dispute arising out of or in connection with the use of this website or any agreement made through this website.

Changes to our terms and conditions

We keep our terms and conditions under regular review and we will place any updates on this website. These terms and conditions were last updated on the 1 September 2018.

If you encounter any problems with our website or have any concerns about material which appears on this website, please contact us either via the Contact Us form on the website, by email to info@just-helping.org.uk or write to us at St George's House, 215 – 219 Chester Road, Manchester M15 4JE.