

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. JustHelping is a charity which enables volunteering in order to support local charities and good causes in the community. Our primary fundraising activity is the Christmas tree collection at present. The Collection or Collections refers to the entity collecting the Christmas trees in aid of the hospice and other local charities. We organise and run collections across the UK.

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 to itself, 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 make 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 PCI DSS compliant service providers.

Approximately 60% of all donations processed by JustHelping each year are received as credit or debit card payments, for which Braintree charge us 1.9% plus £0.20 per transaction.

For donations received directly by PayPal the charge is 1.4% plus £0.20 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 promotes contribution in the community through volunteering and participation in fun events. Each event is designed to enable people to easily get involved in volunteering while raising money for charities and other local good causes. All money donated after deduction of direct event costs are donated to charity. With Gift Aid more than 100% of monies donated goes to charity.

JustHelping receives part of the money donated from each event in order to help it with its mission to support local communities and bring them together through volunteering.

An example event is our flagship annual Christmas tree collection where our volunteers collect unwanted trees from the public after Christmas. We encourage the public to make voluntary donations to support this event. The main beneficiary of money raised for this event is the local hospice in each area.

Information about how donations are distributed from specific events is provided for that event when money is donated. General donations via the website **Donate** button are for JustHelping. Detailed information about which charities are supported by JustHelping can be found in our annual accounts which can be found on the [Charity Commission website](#).

The Christmas tree collection

After direct costs are deducted, JustHelping deducts a percentage, dependant on the collection to cover its operating costs. This is 10% for the Christmas tree collection. The balance is distributed (unless agreed otherwise) 90% to the hospice and 10% to local charities/good causes.

For example: for a sum of donations equalling £100 - £10 (direct costs) = £90 + £25.00 (Gift Aid) = £115.00 – 10% (JH fee) + £103.50 which is distributed £93.15 to the hospice and £10.35 to local charities/good causes.

This is a minor change from prior years, when the JustHelping 10% deduction was made prior to Gift Aid. As JustHelping grows so does our costs and given JustHelping is a registered charity, we believe this minor adjustment in the distribution mechanism is fully justifiable. We are committed to maintaining our deduction at 10% for the foreseeable future.

Gift Aid

Gift Aid is a government scheme that allows charities to reclaim the tax that you pay for the current tax year. We need your address to identify you as a current UK taxpayer and in order to Gift Aid your donation, you must tick the box when making the donation. When you donate on the website and select that you wish to Gift Aid your donation, you are agreeing to the following:

I am a UK taxpayer and understand that if I pay less Income Tax and/or Capital Gains Tax than the amount of Gift Aid claimed on all my donations in that tax year it is my responsibility to pay any difference.

I want to Gift Aid my donation and any donations I make in the future or have made in the past 4 years to JustHelping.

You must also notify JustHelping if you want to cancel your declaration, change your name or home address or no longer pay sufficient tax on your income and/or capital gains. If you pay Income Tax at the higher or additional rate and want to receive the additional tax relief due to you, you must include all your Gift Aid donations on your Self-Assessment tax return or ask HM Revenue and Customs to adjust your tax code.

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 explain in more detail 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 may be 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 14 October 2019.

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.