



Commercial Participator Terms and Conditions

Thank you for your interest in embedding restoration into your business. If you are will be donating to TreeSisters as a business, and telling your network about your donations, you need to first agree to these terms and conditions.

This agreement applies for the duration of the Commercial Participator engagement with Tree Sisters unless otherwise modified in writing and by signing you are agreeing to the terms set out below.

Term of this agreement

The Term of this Agreement shall be for as long as the parties are donating funds to **Tree Sisters**, unless cancelled in writing by the parties hereto. After twelve months if no donation has been received then this agreement will terminate automatically.

Principle objective of this agreement

The principal objective of this agreement is to fulfill the public benefit purposes of **Tree Sisters** a charity registered in England & Wales, charity no : 1149961 whose registered office address is c/o 5th Floor, Mariners House, 62 Prince Street, Bristol, United Kingdom BS1 4QD.

Commitment of TreeSisters

- To primarily fund the planting of trees with its project partners on at least a quarterly basis.
- To also fund **Tree Sisters** social change offerings and administrative costs.
- To allocate your donation to our general fund and to calculate the number of trees funded based on the current tree price.
 - The current tree price is 40-British Pence (US\$0.50).
 - Please note the price per tree may vary dependant on new projects being added to the portfolio, or our partners in(de)creasing the tree price or any other factor. We will inform all parties at least two months in advance of any change to the price per tree via the email with which you are registered. The responsibility of keeping **Tree Sisters** informed of the correct email address is the responsibility of the Commercial Participator.

Commitment of all parties to the agreement

To comply with [The Charities \(Protection and Social Investment\) Act 2016](#) ("The Act").

The parties to this agreement agree to be bound by this act for the purposes of the agreement, particularly in relation to the following:

- Not to unreasonably intrude on a person's privacy;
- Not to use unreasonable or persistent approaches for the purpose of soliciting or

otherwise procuring money or other property;

- Not to place undue pressure on a person to give money or other property.

Commercial Participator Commitments

A “Commercial Participator” is any person who carries on a business and in the course of that business represents that it will make donations to a charity. The full definition is in Section 58(1) of the 1992 Act. Fundraising businesses and charity trading subsidiaries are excluded. For Scotland the relevant law is set out in the Charities and Trustee Investment (Scotland) Act 2005 (“the 2005 Act”) and the Charities and Benevolent Fundraising Regulations (Scotland) 2009.

a) Commercial participators must make a statement every time they represent money will be paid to a charity or an institution which is established for benevolent or philanthropic purposes.

b) and: agree that these terms and conditions form the written agreement between **Tree Sisters** and the parties.

c) Maintain a statement of the principal objectives of the agreement and the methods to be applied to achieve those objectives to be publicly available and which state the purposes of this agreement:

- To donate to **Tree Sisters** to fund the planting of trees and social change offerings via its portfolio of partner projects via planting trees based on the chosen measurement of the parties.
- To clearly be able to evidence the proportions in which each charity will benefit in cases where the money is to be divided between more than one charity;
- To determine what proportion of the price of the goods or services will be given to **Tree Sisters** or what sums will be donated by the commercial participator in connection with the sale or supply of the goods or services; and any amount the commercial participator will be paid as remuneration or expenses.
- How the commercial organisation will protect the public from unreasonable intrusion on a person’s privacy, unreasonably persistent approaches or undue pressure to give; and
- how compliance with the agreement will be monitored, as specified within section 13 of the Charities (Protection and Social Investment) Act 2016.

Promotional Materials

- Cause marketing for these purposes is defined as: “Where a company or for profit organisation partners with **Tree Sisters** for a promotional campaign that has the dual purpose of increasing profitability while bettering society.”
- It is understood that both **Tree Sisters** and the other Parties to this agreement shall refrain from communications that would harm the good reputation of either the parties or **Tree Sisters**.
- **Tree Sisters** has the right to use the materials provided by the parties to this agreement in its campaigns - through its social media platforms, blog, website, occasional print publications, etc. for the purpose of showcasing the engagement and garnering more support and donations from its members.
 - If you provide photographs or videos taken during your fundraising activity to TreeSisters, you agree that these may be used by TreeSisters for commercial and/or fundraising purposes. By sending these to us, you are also confirming

that anyone featured prominently in the photograph or video is aged 16 or over, and that they have consented to their image being used in this way.

- Should the relationship be terminated all photos, videos, electronic posts, written and/or branded materials that refer to an active relationship shall be removed from **Tree Sisters** websites and all internal and external communication outlets.
- Should the relationship be terminated as defined in Section 6, all **Tree Sisters's** photos, videos, electronic posts, written and/or branded materials that refer to an active relationship shall be removed from the parties websites and all internal and external communication outlets unless written permission is granted by TreeSisters.

Logo Use

After the signing of this Agreement, the Parties may communicate on this agreement and use the supplied **Tree Sisters** logo on their website or in printed documents referring specifically to this engagement.

Only the logo and marketing material and guidelines as issued by **Tree Sisters** may be used and the branding guideline associated with this logo must followed at all times.

The logo may be used online and print media campaigns but may not be directly printed on a product or the packaging of a product.

Press Releases

All Press Releases made by the Commercial Participator that reference TreeSisters by name must be approved in writing by TreeSisters. Please allow 3 business days for approval and direct requests to Maren Katzaroff, Business Development Manager at maren@treesisters.org.

Liability

The parties accept that any risks arising out of fundraising activities and donations to **Tree Sisters** are the responsibility of the Commercial Participator, including liability for any injury or loss which may occur to you, or any other third party. The Commercial Participator accepts all liability related to their products and services offered in conjunction with the cause marketing.

The Parties will comply with any applicable laws and regulations relating to any fundraising activity, including obtaining any necessary licenses, consents or permissions.

The Commercial Participator acknowledges and accepts that **Tree Sisters** insurance policy will not cover the fundraising or donor activities of the Commercial Participator.

Neither **Tree Sisters** or the Parties to this agreement shall be held liable for any loss or damage resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate pursuant to the Agreement by the other Party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire or other casualty, acts of God, epidemic, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

Use of Company Data and Consent

- The Commercial Participator agrees that TreeSisters can use the details provided to discuss its fundraising activity and follow up on its progress.
- All company data held by TreeSisters will be handled in accordance with the terms of the Data Protection Act 1998 and in accordance with TreeSisters [privacy statement](#)

Non-exclusivity

This is not an exclusive agreement. It is expressly understood and agreed by the Parties hereto that Tree Sisters may choose to solicit potential donors and will perform services for other donors.

Reporting and monitoring

Tree Sisters can on request ask parties to make their books, documents and records relating to the funds donated by clients, customers or third parties to be available for inspection and the parties hereto must, subject to a reasonable excuse, pass on these funds to the charity as soon as reasonably practicable.

Addressing Disputes

- Should a difficulty arises concerning the performance of these obligations, the Parties and **Tree Sisters** shall try to reach a friendly settlement.
- Any dispute or protest arising out of this agreement shall try to be settled amicably through negotiation and in case no settlement can be reached; the matter may be submitted to Arbitration. However, before any Arbitration, the parties shall agree for mediation and conciliation, for settling the dispute. All disputes arising out of this agreement shall be subject to the jurisdiction of the courts of England & Wales.

Termination

Either party may terminate this Agreement upon the other Party's or **Tree Sisters** material breach of any term or condition hereof by giving the breaching party thirty (30) days written notice and opportunity to cure. In addition, the parties hereto may terminate this Agreement if at any time either becomes the subject of negative public attention, disrepute or scandal that, in the other party's sole determination, affects or may affect its reputation.

In addition, **Tree Sisters** reserves the right to terminate this Agreement and to not receive further donations hereunder if the agreement is not applied as represented by the parties to this agreement.

If no donations are received within 12 months of the signing of this agreement or thereafter based on a 12 month period then this agreement will cease to be in effect.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior arrangements, understandings, negotiations and discussions, whether oral or written, of the Parties.

No amendment, modification, waiver or termination of this Agreement shall be binding unless executed in writing by a duly authorized representative of both the Parties against whom enforcement is sought. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar).

Please ensure that whoever is signing from your organisation has authorisation to sign agreements on its behalf.