

Terms and Conditions for fundraisers

### **Definitions**

Donor – The person, persons, group or entity that is making an online donation through the website.

Website- <http://www.fastfundraising.co.nz> and any pages under that domain

The Fundraisers – The group, individual or entity that are raising funds using the website

The Company – Fast Fundraising New Zealand Ltd

Donation – Money transferred from Donors to The Fundraisers via The Company either by bank deposit or credit card

Payout – The total amount forwarded to The Fundraisers from the company after all associated fees have been deducted.

Campaign – The use of the website over the campaign period to collect donations through the website

Campaign period - the duration of the campaign as indicated at the time of set up.

Fundraising page – the page(s) within the website that relate to the fundraising campaign

### **Jurisdiction and Governing Law**

*These terms will be construed and take effect as a contract made in New Zealand.* The Website and content have been prepared in accordance with the requirements of New Zealand law. These terms and any matters or disputes connected with the Website will be governed by New Zealand laws and will fall under the exclusive jurisdiction of the New Zealand courts.

### **Liability Excluded**

To the extent permitted by law:

- All warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limitation, suitability, fitness for purpose, accuracy or completeness of the website or the content on or accessed through it; and
- The Company will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this Website or the content on or accessed through it.

If the New Zealand Consumer Guarantees Act 1993 applies, you may have rights or remedies that are not excluded nor limited by the above. If you are using The Website or its content for business purposes, the New Zealand Consumer Guarantees Act 1993 will not apply.

Although we have tried to ensure the content on the Website is current, accurate and complete, The Company does not guarantee that such content will be current, accurate or complete when you access it. The Company will take action, within a reasonable time, to correct any error or inaccuracy that is brought to our attention.

The Company makes the Website and its information and material available to you as a service. Use of information and material contained on the Website is at your own risk.

The Company is not responsible for any adverse consequences arising out of such use. The Website is a general information service only.

The material provided on the Website has not been prepared by taking into account the particular objectives, situation or needs of any individual users.

No liability nor warranties are held no offered by The Company on any matters relating to or of The Fundraisers, or The Fundraisers purpose for fundraising or any donors.

No claims shall be made by the donors or any associated parties against the company.  
The Company shall provide contact information about The Fundraisers in the case of any disputes.

No Claims shall be made by The Fundraisers or any associated parties against the company for any losses or damages in relation to the campaign.

### **Campaign period**

The campaign shall commence on the date that The Fundraisers have access to their fundraising page and end on the date agreed to at the time of setting up the campaign.

The Company reserves the right to end a campaign at any time with or without notice for any reason whatsoever. No claims shall be made for any losses, direct or indirectly incurred by The Fundraisers in this instance.

### **Collection of funds**

The funds collected during the project are deemed to be The Fundraisers funds but are to be held by The Company for the duration of the campaign and paid out in accordance to the rest of these terms and conditions.

### **Payments made by Donors**

Any donations made by a Donor is deemed to be made to the Fundraisers and is not refundable through The Company.

Donations made by the donors to The Fundraisers after a 7 day period from when the Donor initiated a donation pledge may not be made available to The Fundraisers and may not be refunded.

The company is deemed to be providing a service to the Fundraisers and providing a temporary holding account for the funds collected.

Where the donor is making a donation to The Fundraisers by direct bank deposit, the donor shall be fully responsible to ensure that the deposit is made with the exact reference code that has been requested by The Company. Failure to do this, for any reason, may result in The Fundraisers not receiving the donation and a refund may not be given.

The Fundraisers are aware that donors and The Company are being bound by a separate set of terms and conditions which can be requested by contacting the company.

### **Payout to The Fundraisers from The Company.**

Payouts to The Fundraisers are in accordance with the 2 fee structures outlined below.

All prices are +GST

#### Campaigns that raise less than \$300.00 in total cleared donations

A flat fee of \$75.00 will be deducted with the balance forwarded to The Fundraisers

e.g. A campaign that raises \$200 in total cleared donations will be subject to the following fees

\$75.00 management fee

#### Campaigns that raise more than \$300.00 in total cleared donations

The Fundraisers shall be forwarded the amount raised minus:

1. 15% of the total raised
2. \$0.50 for each individual transaction that has been processed.

e.g. a campaign that raises \$1,000 in total cleared donations and has 200 donors will be subject to the following fees

1. \$150 (being 15% of \$1,000)
2. \$100 (being \$0.50 for each of 200 transactions that have occurred)

Total: \$250.00

Campaigns that raise less than \$75.00 total cleared funds will not receive any payout and no funds will be refunded to any donors by The Company.

### **Establishing payout amounts**

The data and figures used to determine the final payout amount are to be accessed from both The Fundraisers campaign admin page and The Companies campaign admin page.

These figures may be audited and corrected by using The Companies bank statements at the sole discretion of The Company.

### **Payment timeframes**

Every reasonable effort will be made by The Company to forward payments to The Fundraisers within 2 weeks of the campaign ending. Part payments during the campaign may be made at the sole discretion of The Company.

### **About the campaign**

The Company is in no way deemed to be fundraising on behalf of The Fundraisers.

The Fundraisers take full responsibility and liability about all aspects of the campaign and its promotion.

### **Amendments**

The Company may amend these terms of use from time to time, so you should check and read these terms of use regularly. By continuing to use the Website after any such amendment, you are deemed to have agreed to the amended terms of use.

### **Severability**

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining terms. These terms constitute the entire agreement between the parties.

### **Price**

All prices are quoted in NZD

### **Force Majeure**

If the performance by The company of its obligations under The company is prevented by reason of "force majeure" (which shall include prevention occasioned by fire, casualty, accident, act of God, natural disaster, any law, order, proclamation, regulation, demand or requirement of any government or government agency, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of products or raw materials, delay in transit, electricity or communications failures, or other causes whatsoever (whether similar to the foregoing or not) beyond the reasonable control of The company ) The company shall be excused from such performance to the extent of such prevention.

### **Agreement to these terms and conditions**

The terms and conditions of sale as detailed above can be legally approved and accepted by The Fundraiser in the following ways.

Through email

By marking a box on the website that indicates that they agree to these terms