

iBuytoGive Ltd Merchant Terms of Business

The following Terms and Conditions (“Agreement”) govern the services on the buytogive.co.uk which is owned and operated by iBuytoGive Limited, and domains serviced by iBuytoGive Limited (“or “Site” or “we” or “Service” or “Company”). The company is registered in England and Wales under company number 09976006 and have our head office at; 19 King Street The Civic Quarter, Wakefield, West Yorkshire, England, WF1 2SQ. Our VAT number is GB 233102857

By selling Products or Services on our Website buytogive.co.uk, you agree that you are bound and abide by the Consumer Protection (Distance Selling) Regulations 2000. For a copy, please click on the hyperlink below. You also agree to these Merchant Terms of Business. If you do not agree to our Terms and Privacy Policy, you should leave the site and discontinue from using the Services.

1. Overview

Before an order is placed

All sellers must follow certain rules before and after an order is placed.

You must display information such as:

- Your business name and contact details.
- A description of your goods or services.
- The price, including all taxes.
- Delivery arrangements, costs and how long goods will take to arrive.
- The minimum length of their contract, if applicable.
- Conditions for terminating contracts, if applicable.

You must tell the customer if they will be responsible for paying for the return of goods if they cancel. If you don't, they're not liable for the costs.

After an order is placed

You must tell them.

- Arrangements for delivery.
- Any guarantees or after-sales services you offer.
- Any helpline call charges that are more than calling a 01, 02 or 03 number, or mobile or free number for contact purposes.

2. Selling online

As well as the [general rules for distance selling \(https://www.gov.uk/online-and-distance-selling-for-businesses\)](https://www.gov.uk/online-and-distance-selling-for-businesses), there are some extra rules for selling online.

You must:

- Take reasonable steps to allow customers to correct any errors in their order.
- Let customers know what languages are available to them.
- Make sure customers can store and reproduce your terms and conditions, i.e., these can be downloaded and printed off.

Welcome to buytogive.co.uk. We are a website that will promote and market your Products and Services to our Community of Charities, their followers, and Shoppers who come directly to our site. We will take an agreed commission from any sale that is made on your behalf. We will then send the payment less our commission to you immediately. We donate up to 35% of our commission to Charities and Good Causes. The Purchaser chooses which Charity they want the money to go to. In these Terms, we will go into more detail, When a Product or Service is sold through us, the contract to supply that Service or Product is between you (the Vendor) and the Purchaser. If there is a dispute between you and the Purchaser that cannot be resolved, we will offer at our discretion to mediate between you. If it is agreed that there is a refund due, we will repay the customer our commission including the amount that has been donated to Charity.

This Agreement shall remain in full effect while you list your products for Sale. You can stop selling on our site at any time for any reason. While you are selling Products or Services on our site, you are responsible for maintaining the confidentiality of your user password and for any other security measures.

You agree to notify us immediately if you are aware or suspicious of any unauthorized use of your account or password. You will be responsible for any use and maintenance of your account.

General Terms

1. You must be 18 years and older to use this site. You are responsible for any activity that occurs under your username.
2. You are responsible for keeping your password secure.
3. You must not abuse, harass, threaten, impersonate or intimidate other buytogive.co.uk users.
4. You may not use the buytogive.co.uk service for any illegal or unauthorised purpose. Users agree to comply with all local laws regarding online conduct and acceptable content.
5. You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit, post and display on the buytogive.co.uk service.
6. You must not modify, adapt or hack buytogive.co.uk or any domain serviced by buytogive.co.uk or modify another website so as to falsely imply that it is associated with buytogive.co.uk.
7. You must not create or submit unwanted email or messages or postings to any buytogive.co.uk members ("Spam").
8. You must not transmit any worms or viruses or any code of a destructive nature.
9. You must not redirect sales, payments or promotions to outside of buytogive.co.uk, whether done by URL, images, video, innuendos or any other methods or mechanisms.
10. You must not, in the use of iBuy2Give.co.uk, violate any laws of the United Kingdom.

Violation of any of these conditions will result in the termination of your buytogive.co.uk

account. While we prohibit such conduct and content on its site, you understand and agree that buytogive.co.uk is a venue and as such is not responsible for the Content posted on its website, and you nonetheless, may be exposed to such materials and that you use buytogive.co.uk service at your own risk.

Trademarks

iBuytoGive Limited and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade addresses of the Company in the United Kingdom and/or other countries. The Company's trademarks and trade addresses may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

Registration Data; Account Security

In consideration of your use of the site, you agree to (a) provide accurate, current and complete information about yourself as may be prompted by any registration forms on the site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

Content Rules and Regulations

Please be careful about the information or image files you post on buytogive.co.uk. We assume no responsibility or liability for the material that may contain inaccurate, inappropriate, offensive or sexually explicit content. If you are aware of misuse of iBuytoGive Limited Services by any person at any time, please contact us immediately. In its sole discretion, we reserve the right to remove, reject, or refuse any posting by users and members, or suspend, or terminate their access to any of the Services at any time, for any or no reason without notice.

Unauthorised use of any content or link in connection with any commercial activities without approval from us is prohibited, including collecting usernames, email addresses and product content of users or members. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from the content or member's profiles without notice. Legal action will be taken for any illegal or unauthorized use of our services.

iBuytoGive Limited does not own any rights to the text, file, images, photos, video, music, or any other materials that users post to the site. Users or members continue to retain all ownership rights to their posted content in any way they prefer. You represent and warrant that the posted content does not violate the privacy rights, copyrights, publicity rights or any other rights of any person or company. iBuytoGive Limited's Services contain content of users, members, and other licensors that you may not copy, duplicate, modify, translate, publish, display or sell any content through our service, unless authorised by the site.

We may delete any content that violates this Agreement, or that may be illegal, offensive, threatening, harm, or be impolite to any person. If at any time we choose to monitor for inappropriate content or conduct, we assume no obligation to remove any inappropriate content or conduct and no responsibility for users posting any such content.

You are solely responsible for the content that you post on any of our Services, and any information that you send to other members or users. iBuytoGive Limited does not have any control over the content, and the content is not necessarily reviewed by the site before and/or after posting and does not reflect the opinions of iBuytoGive Limited.

The following is a list of content that is prohibited to post or list on iBuy2Give.co.uk. The site reserves the right to take any necessary legal action against those who violate this agreement.

- Body Parts & Organs
- Pirated Material and Products
- Copyrighted Materials
- Counterfeit Items, replicas or imitations of designer products
- Fake Documents
- Illegal Goods and Services
- Prescription Drugs
- Prostitution and Pornography
- Pre-order items
- Offensive, racism, hatred, defamation
- Nudity
- Obscene
- Lewd
- Excessively violent, or threatening
- Harassing
- Sexually explicit
 - Tobacco
- Products and services which are classed as illegal for any reason.
- Any product that we believe poses elevated legal liability or violates card network or bank policies.
- Criminal activities, illegal weapons
- Items with prices that are not "real"

When you promote a Service or Product on buytogive.co.uk, you agree not to mislead, be untruthful, disguise a product, make false claims, use false images, use images that you do not have permission to use, use other merchant's images, or do anything else within the promotion of your Product or Service that the Purchaser could report as not true.

Limitation of Liability

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR DIRECT OR INDIRECT USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE OR THE SERVICE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE OR ERRORS).

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT OF £100.00.

Indemnity

You agree to indemnify and hold iBuytoGive Limited, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Applications, Software or Content you post or share on or through the site or Service, your use of the Service or the site, your conduct in connection with the Service or the site or with other users of the Service or the site, or any violation of this Agreement or of any law or the rights of any third party.

Payments from us.

The payment will be the Gross amount of sale less our commission and the donated amount to Charity plus the payment gateway provider fee (Stripe). Funds will be made available to you in conjunction with the Terms and Conditions of your agreement with Stripe,

We reserve the right to change our merchant payment gateway account to any provider at any time.

We will submit to you the amount of sales and the amount payable to you prior to sending payment to you. If you do not agree with the amount, you need to contact us straight away.

For us to pay, you will need to subscribe and agree to terms with Stripe.

Fees

Our fees are subject to change, if they do we will notify you giving you no less than one months' notice.

Fee Category	Sales Fees
Arts, Crafts & Sewing	11.00%
Beer, Wine & Spirits	11.00%
Books	11.00%
Business, Office & Industrial Supplies	11.00%
Car & Automotive Parts	11.00%
Clothing, Shoes & Accessories	11.00%
Consumer Electronics	11.00%
DIY & Tools	11.00%
Electronic Accessories	11.00%
Food & Drink	11.00%
Furniture	11.00%
Games Consoles	11.00%
Health & Beauty	11.00%
Jewellery & Watches	11.00%

Large Appliances	11.00%
Music, VHS, DVD	11.00%
Musical Instruments & DJ	11.00%
Pet Supplies	11.00%
Power Tools	11.00%
Small Appliances	11.00%
Software	11.00%
Sports & Outdoors	11.00%
Toys & Games	11.00%
Video Games	11.00%
Everything Else	11.00%

The subscription fee is £15.00 per month, the first month is free. By registering with the platform BuytoGive you agree to the monthly fee being debited through Stripe. In instances where the merchant has not established the subscription, funds accrued from sales will be retained and will not be disbursed until the initiation of the subscription is confirmed.

Stripe charges 2% +VAT per transaction. Stripe does not refund this charge when any refund is made.

* fees are subject to VAT

Refunds.

There will be times when you need to refund a customer. This will be done through Stripe, the payment gateway. You will refund the customer including our commission and the donated money to the customer's chosen Charity. Refunds should be in compliance with the Consumer Protection (Distance Selling) Regulations 2000. Refunds up to the first 30 days will be refunded from all parties; this includes the Merchant, Charity or Good Cause and iBuytoGive Ltd. After 30 days, the full refund will be paid by the merchant through Stripe.

Tax

You agree to be responsible for the payment of all taxes including VAT for the monies paid to you from sales through our website.

Resolution of Disputes

In the event a dispute arises between you and a purchaser, please contact us.

Transactions between Buyers and Sellers

iBuytoGive Limited provides an electronic web-based E-commerce platform for trading goods and Services and exchanging information between buyers and sellers. iBuytoGive Limited does not represent sellers or buyers in any business transactions. iBuytoGive Limited is the E-commerce platform provider that does not control any trading activities on the site and is not liable to or responsible for the price, quality, safety, lawfulness or availability of the products or services offered for sale on our site.

You should be made aware that there may be potential risks of dealing with sellers or buyers acting under false pretences. iBuytoGive Limited E-commerce Platform provides several safety rules and utilizes web-security technology to verify the accuracy of the information users provide. However, we cannot and do not confirm each user's purported identity. iBuytoGive Limited encourages users to use common sense to evaluate with whom you are dealing.

You acknowledge that you are fully aware of the risks of purchase and sale transactions when using the iBuytoGive Limited Services, and such risks shall include, but are not limited to, misrepresentation of products and services, fraudulent, unsatisfactory quality, failure to meet descriptions or specifications, defective products, delay or default in delivery or payment, cost and price miscalculations, breach of warranty and contract, and transportation accidents. The Merchant agrees that iBuytoGive Limited shall not be liable or responsible for any loss or damages that may arise resulting from or in connection with any Transaction Risks.

If you have a dispute with a customer, we ask you to resolve that with them directly in the first instance. If a dispute cannot be resolved, then we will offer to help at our discretion. If we do offer to help, then you agree that our decision is final and that you will act as advised by us.

Disclaimer

Your use of buytogive.co.uk is at your own risk and responsibility. We are not responsible for any incorrect or inaccurate content posted on the site by users or members. iBuytoGive Limited disclaims all warranties of any kind, including but not limited to, any warranties of titles, merchantability, data, materials, contents, and products, services on iBuy2Give.co.uk or in connection with the site. We are not responsible for any problems, errors, negligence, or technical malfunction of any data, telephone network, internet systems, servers, computer equipment, software, email problems, errors due to technical problems or traffic congestion on the internet resulting from or encountered during participation in connection with our services.

iBuytoGive Limited shall not be responsible for any loss or damage, including personal injury or death, consequential from the use of our services, any content posted on iBuy2Give.co.uk, or the online or offline activities of any users of the iBuytoGive Limited's Services.

Privacy

We care about the privacy of our users. Please view our Privacy Policy. By using the site, you agree to it.

Termination

iBuytoGive Limited may terminate your Merchant Account and any content or information that you have posted onto the site and/or prohibit you from using or accessing the service or site (or any portion, aspect or feature of the service or site or any Platform Application) for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you are under 18 and using the site or service without adult consent and/or supervision. We are not obligated to keep inactive user accounts.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about iBuytoGive Limited or the website ("Submissions"), provided by you to iBuytoGive Limited are non-confidential and shall become the sole property of iBuytoGive Limited. iBuytoGive Limited shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgement or compensation to you.

Severability

These Terms of Use constitute the entire agreement between you and iBuytoGive Limited regarding the use of iBuytoGive Limited site and service, superseding any prior agreements between you and iBuytoGive Limited relating to your use of iBuytoGive Limited site and service. The failure of the company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Applicable law and jurisdiction

These General Terms are governed by English law. The English courts shall have exclusive jurisdiction over any claim brought by you arising from or related to the use of the site and these General Terms.