



Fundraising Skills UK Ltd – Terms and Conditions

Fundraising Skills UK Ltd provides the FRS World Wide Web site (www.fundraisingskills.co.uk, the "Site" and associated materials communicated by other means such as email or CDROM) for your educational and informational purposes. Your access to and use of our Site, including registration and/or access to FRS classrooms, is subject to the following terms and conditions and all applicable laws. By ordering online and accessing the Site, you agree to these Terms and Conditions of Use.

Conduct

You agree to access and use the Site only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Site, including any FRS classroom or FRS interactive or collaborative areas. By accessing the Site, you agree that you will not: (i) use the Site to commit a criminal offence or to encourage conduct that would constitute a criminal offence or give rise to a civil liability, or otherwise violate any UK local or country or international law or regulation, including, but not limited to, export control laws and regulations; (ii) post or transmit any unlawful, threatening, libellous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content or content that is either prohibited by law or pursuant to these Terms and Conditions of Use; (iii) use the Site to impersonate FRS personnel or other parties or entities; (iv) use the Site to cause the distribution of any content that contains a software virus, worm, time bomb, "Trojan horse" or any other computer code, files or programs that may alter, damage or interrupt the functionality of the Site or the hardware, software, programs or content of any other person, entity or organization, whether or not such other person, entity or organization uses the Site or is a direct target of your actions; (v) upload, post, e-mail or otherwise transmit any materials that you do not have a right to transmit under any law or under a contractual or fiduciary relationship (e.g., inside information, proprietary and confidential information learned or disclosed as part of an employment relationship or under a non-disclosure agreement); (vi) alter, damage or delete any content or other communications that are not your own; (vii) disrupt the normal flow of communication in any FRS classroom or FRS interactive or collaborative areas; (viii) claim a relationship with or to speak for any business, association, institution or other organization for which you are not authorized to claim such a relationship or speak; (ix) post or transmit any advertising, promotional materials, or other forms of solicitation to other users; (x) post any material that infringes or violates the intellectual property rights of another; or (xi) collect or store personal information about other users.

Privacy

Your privacy and the privacy of others are important to FRS. We believe that a vibrant learning community depends on maintaining a trusted user environment. As such, FRS is committed to providing a clear and specific description of its policies to protect the privacy of its users. FRS will follow all of the laws of the United Kingdom on privacy. Any material changes to our policy will be reflected on this page.

FRS collects various types of information about you:

- We ask you for information about yourself during the enrolment process which we use for internal administrative purposes only.
- We store your communications with tutors and students, which we use for educational purposes only.
- We store your assignments and your tutor's reactions to them, which we use for educational purposes only.

- We use several web-based technologies that give us information about your computer set-up, your ISP and the web pages you visit that we use only to improve our service to our clients.

FRS believes that personal information you give us in good faith should not be shared with any outside organisation or individual in a way which will identify you as the source of that information without your express permission, **unless**

- You violate our Terms and Conditions or
- We are required under UK law to divulge information

Material that you contribute to our discussion boards or other interactive technologies will be viewable by other students. Students are bound by our Terms and Conditions to use our communication technologies for educational purposes only.

Payment Terms for the Supply of Services

These terms and conditions form a contract between FRS (the Seller) and Your Organisation (the Buyer). Payment under this contract is of the essence and is to be regarded as a material term of the Contract. The Buyer must make full payment, to the Seller within 30 days of issue of invoice. The Buyer is not entitled, following invoice, to withhold any payment under this contract due to any asserted right of set-off or counterclaim against the Seller arising from the contract.

Where full payment has not been received on the aforementioned due date of payment, the Seller may cancel or postpone any delivery of services to the Buyer due under any transaction between the Buyer and Seller. Further, where payment has not been received by the due date, the Seller will be entitled to appropriate any payment made by the Buyer for goods under any transaction with the Seller.

Where there are any sums outstanding to the Seller for goods supplied by the Seller to the Buyer under contract, the Seller will be entitled to exercise a general lien over any item of the Buyer in the Seller's possession.

The Seller may, at any time prior to delivery of services (in this instance the official course start date), cancel the contract by providing the Buyer with written notice. In such circumstances the Seller is bound to return all monies paid by the Buyer for the goods.

Termination by You

The Buyer may cancel a service at any time, by providing written notification to FRS. However, in these circumstances a 50% cancellation fee will apply when cancellation occurs before the official course start date or supply of goods. A 100% cancellation fee applies to cancellations received after the official course start date. Each Buyer is entitled to an 'option to defer.' This clause entitles the Buyer to defer their preferred course start date and can be arranged on written notification. FRS must receive notification of 'option to defer' before the official course end date. NOTE: There will be a small administration charge incurred when a student opts to defer.

Termination by Us

In the event that FRS has to terminate or suspend your access to and use of the Site, written notification and a full refund will be issued to the Buyer. Should FRS discontinue operating the Site written notification and a full refund will be issued to the Buyer.

Links

Some links on the Site and in FRS' courses lead to sites posted by independent site owners. FRS does not review independent sites or control their content, but merely provide these links to users for their convenience. These links are not an endorsement of products, services, or information provided by such sites. FRS is not responsible for the accuracy, operation, quality or reliability of these sites or any products and services offered thereon. In no event shall FRS be liable to any person or entity, either directly or indirectly, with respect to any materials from third parties accessed through the Site. You assume total responsibility and risk for your use of any third-party web site and the Internet generally. FRS disclaims any and all responsibility for content contained in any third-party materials provided through links from the Site.

Further, the inclusion of these links to other sites does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between FRS and the linked sites. Nor do the owners of the linked sites endorse any of our courses or FRS. FRS is an independent operating company and references to other companies do not imply any partnership, joint venture, or other legal connection where FRS would be responsible for the actions of their respective owners or operators.

Opinions of Experts, Faculty and Other Students

Our courses and this Site may include text transcripts, audio and video clips of experts, discussions, conversations or chats initiated or joined by FRS faculty members, other FRS staff or other students (collectively, "Opinions"). As such, these Opinions are those of the individual expressing them, and are not the Opinions or beliefs of FRS or its owner, Fundraising Skills Ltd. No representation is made that any such Opinions are accurate or complete. FRS and its affiliates will not be responsible or liable for claims relating to the Opinions and neither FRS or its affiliates make any express or implied representations or warranties as to the accuracy or completeness of the Opinions, or for statements or errors contained therein, or omissions from them.

Policy on Spamming

You specifically agree that you will not utilize e-mail addresses obtained through using FRS' services or equipment to transmit the same or substantially similar unsolicited messages to 10 or more recipients in a single day unless such message specifically pertains to coursework and is communication to your teacher, faculty members or other students.

Login ID and Passwords

You are responsible for maintaining the confidentiality of all your login identification name/numbers, passwords, and similar information. You must immediately notify FRS of any unauthorized use of your registration name/number, password, or similar information.

Use of Content and Copyrights

FRS has the right to monitor the content that you provide by means of the Site, but shall not be obligated to do so. The contents of the Site and FRS courses are protected by copyright as individual works, collective work and/or compilations, pursuant to United Kingdom and foreign copyright laws. You agree to abide by all copyright notices and other restrictions contained in the Site and in the course materials. Access to, and use of, the Site is solely for your personal, non-commercial use. You may copy and download content from the Site solely for your personal, educational and non-commercial use. Accessing, using, displaying, performing, distributing, copying or downloading content from the Site for other than personal, educational, and non-commercial use is expressly prohibited without prior written consent of FRS or the individual copyright owner identified in any copyright notice.

Non-Competition & Non-disclosure

By registering with us, you agree not to compete with Fundraising Skills UK Ltd for a period of three years after your training terminates either

- (i) as a direct competitor of funding training provision, or
- (ii) to render services that make use of Fundraising Skills UK Ltd intellectual property to compete, in the practice of funding training.

For the purposes of this agreement, competition is defined as soliciting or rendering funding/fundraising training services to any person or organisation anywhere in the UK.

Indemnification

By accessing the Site, you agree to defend, indemnify, and hold harmless FRS and their officers, directors, shareholders, employees, affiliates and agents ("Indemnified Parties") from and against any and all liabilities and costs (including, without limitation, reasonable attorneys' fees and costs) incurred by the Indemnified Parties in connection with any claim arising from any breach by you of these Terms and Conditions of Use. You further agree to cooperate as fully as may be reasonably required in the defence of any such claim. FRS reserves the right to assume, at its own expense, the exclusive defence and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of FRS.

Disclaimer Of Warranty

You expressly understand and agree that your use of the site, including any FRS classroom or FRS interactive or collaborative areas, is at your own risk. Neither FRS nor any of its officers, directors, shareholders, employees, affiliates or agents warrant that the site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the site. The content and function of the site are provided "as is," without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment, and absence of viruses and damaging or disabling code. To the fullest extent permissible by law, FRS shall not be liable for any interruption of or error in providing services under any circumstances or any viruses or damaging code transmitted in connection with the site or any FRS courses, including, but not limited to, FRS's negligence or the negligence of any of its officers, directors, shareholders, employees, affiliates or agents. You acknowledge that due to the nature of the Internet, the site may not be accessible at all times and that information transmitted over the internet may be subject to third party interception and modification. Because some jurisdictions do not allow the exclusion or limitation of implied warranties, in such jurisdictions the preceding exclusions and limitations shall apply to the greatest extent permitted.

Limitation Of Liability

In no event will FRS or any of its officers, directors, shareholders, employees, affiliates or agents be liable to you or any third party for any incidental, indirect, special or consequential damages (even if FRS has been advised of the possibility of such damages), arising out of your use of or inability to use the site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, lost business, lost data, computer failure or malfunction, or any and all other damages or losses. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions FRS's liability is limited to the greatest extent permitted.

Modification of these Terms and Conditions of Use

FRS maintains the right to modify these Terms and Conditions of Use at any time and may do so by posting notice of such modifications on this document which is available at

www.fundraising-skills.com. Any modification is effective immediately upon posting the modification on the relevant Site. Your continued use of the Site following the posting of any modification signifies your acceptance of such modification and your willingness to be bound by the Terms and Conditions of Use as modified. Thus, you will be bound by such revisions and should periodically visit this page to review the current Terms and Conditions of Use.

General

By using the Site, you agree to these Terms and Conditions of Use. These Terms and Conditions of Use shall be construed solely in accordance with the laws of the United Kingdom. You hereby submit to the exclusive jurisdiction of the courts of the United Kingdom, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms and Conditions of Use, the prevailing party will be entitled to costs and reasonable attorney fees. In the event that any provisions of these Terms and Conditions of Use are held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions of Use shall otherwise remain in full force and effect. These Terms and Conditions of Use, together with the agreements entered into in connection with taking a course, constitute the entire understanding between the parties pertaining to use of the Site, and any prior written or oral agreements between the parties are expressly cancelled.

Contacting the Web Site

If you have any questions about these Terms and Conditions of Use, the practices of the Site, or your dealings with the Site, please contact:

Fundraising Skills
PO BOX 306
Newcastle NE6 5ZH
UK
Or email info@fundraisingskills.co.uk