

\*To: (Charity name):

\*Registered Charity Number:

of \*(address)

("the Charity")

From: **PHLEX UK LIMITED** trading as Charityprintshop

of

Stanton House,  
Eastham Village Road,  
Wirral,  
Merseyside  
CH62 0BJ

("the Company")

\*Dated:

Dear Sirs,

**Confirmation of permission to licence the Company to use the Charity's intellectual property and non-disclosure of confidential information**

**Agreement**

In consideration of the sum of £1 (receipt of which is acknowledged by the Charity), the Charity grants to the Company on a non-exclusive basis the right and licence for the Company to display the Charity's name or official trade mark or logo on the Company's website at [www.charityprintshop.com](http://www.charityprintshop.com) ("the Website") or such other material promoting the Website.

The Company will produce a web page dedicated to the Charity for which the branding guidelines, text and any illustrations or artwork will be provided by the Charity.

(If the either party chooses to terminate this agreement the Company will no longer be authorised to use the Charity's name and logo and will have a period of one month to remove the name and logo from the website and any other marketing materials.)

Products offered through the Company's website will specify a percentage of up to 25% of the sale value (25% of the sale of business cards and photo gifts), to be donated to a charity nominated by the customer. The percentage donation will be clearly stated when a quotation is provided.

All donations nominated to the Charity by customers of the Company will be paid periodically into the Charity's nominated bank account, subject to an agreed minimum transaction, e.g. £100, or carried forward into the next period until the minimum amount is reached.

The Company's name, logo or official trademark will be made available to the Charity for use on their website or other such marketing materials during their normal fundraising activities and communications, in order to promote the affiliation with the Company and thereby generate donations.

The Company will endeavour to ensure that it will not do anything which in the reasonable opinion of the Charity brings or is reasonably likely to bring the name, logo or reputation of the Charity into disrepute

The Company will share customer information with the Charity in such instances where the customer has opted to support the Charity through donations from orders and has given consent for the information to be passed on, to be added to the Charity's supporter database, in accordance with the Data Protection Act 1998.

The Company will provide the Charity administrator with details of orders and donations due to the Charity as nominated by the customers, on request.

The Company will provide the Charity administrator with access to the website to maintain and update the content of the Charity's dedicated web page. The Charity will be required to maintain the validity of the content on their dedicated web page.

The Company will not be held liable for the content and opinions expressed by the Charity on their dedicated web page.

### **Confidentiality**

In consideration of the sum of £1 (receipt of which is acknowledged by the Charity), the Charity further agrees to be bound by the confidentiality and non-disclosure provisions set out below.

"Confidential Information" means information not already publicly available that the Company provides and designates as being confidential to the Charity or which, given the circumstances of the disclosure, it would be reasonable to expect should be treated confidentiality. Confidential Information includes, but is not limited to, information in tangible or intangible form relating to released or planned products/services and their marketing, pricing, business policies and practices, negotiations, proposed or actual contracts/agreements, and all information received from others that the Company is obligated to treat as confidential.

Confidential Information also includes "Business Contacts" (i.e. customers, prospects, associates and others with which the Company has business dealings) and details of activity with them.

Confidential Information shall not include any information, however designated, that;

- became known to the Charity prior to the Company's providing it;
- became known to the Charity from a source other than the Company, other than by breach of an obligation of confidentiality owed under this letter or any other agreement;
- is or becomes publicly available without the Charity's breach of any obligation owed under this letter or any other agreement; or
- was developed, discovered or acquired by the Charity independently and without use of information from the Company.

The Charity agrees:

- not to use the Company's Confidential Information for any purposes other than those for which it was originally disclosed or which are later agreed with the Company in writing;

Where Confidential Information relates to Business Contacts the Charity agrees:

- to follow all instructions given by the Company for processing the information when acting as a data processor (as defined by the Data Protection Act 1998);

All Confidential Information is and shall remain the property of the Company. By disclosing Confidential Information the Company does not grant any express or implied right to the Charity to or under any patents, copyrights or trademarks.

This letter constitutes the entire agreement between the parties with respect to the subject matter hereof.

It shall not be modified except by written agreement signed by both parties, subject to one month's notice.

The agreement may be terminated in writing by either party subject to one month's notice.

Yours faithfully,

*Sue Hayer*

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**For and on behalf of  
Phlex UK Limited**

We acknowledge receipt of the letter and accept the terms and conditions contained therein.

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**For and on behalf of**

Date: