

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

1. ABOUT THESE TERMS

Thank you for visiting the Brighter Futures Zambia ("BFZ") website (<https://www.bfzambia.org>) (the "BFZ Website") and for supporting our work with orphaned and vulnerable children in Zambia. This page tells you the terms on which you may make use of the BFZ Website.

Use of the BFZ Website includes:

- learning more about how BFZ helps orphaned and vulnerable children in Zambia;
- finding out how you can help BFZ to carry out its work, by volunteering, donating, or collecting sponsorship;
- helping a vulnerable child in Zambia by buying a goat, a bike, or counselling sessions; or
- more generally, accessing and browsing the BFZ Website,

(the "Services").

These terms (together with the documents referred to within them) (the "Terms of Service") govern your use of the Service.

These Terms of Service incorporate:

- our [Privacy Policy](#), which describes (among other things) how we will use any personal information as a result of your use of the Services; and
- our [Cookie Policy](#), which sets out information about the cookies on the BFZ Website.

Please read these Terms of Service carefully before using the Services. By accessing and using the Services you agree to be bound by these Terms of Service. We recommend that you print a copy of these Terms of Service for future reference. If you do not agree to these Terms of Service, you must not use the Services, or otherwise access, or use the BFZ Website.

References to "BFZ", "we", "our" and "us" made in these Terms of Service are references to Brighter Futures Zambia.

2. INFORMATION ABOUT US

The BFZ Website is operated and the Services are provided by Brighter Futures Zambia, incorporated and registered as a charity in the England and Wales, whose registered office is at 21 Hawthorn Gardens, Whitley Bay NE26 3PQ. Our charity registration number is 1162851.

3. CHANGES TO THESE TERMS

We may revise these Terms of Service at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as you will be deemed to have accepted them by continuing to use the BFZ Website.

4. MAKING A CASH DONATION VIA THE BFZ WEBSITE

Donations are processed via the JustGiving "Donate" widget. Please visit www.justgiving.com for further information on how the donation process operates and to review the terms and conditions that apply to it. Please note that BFZ has no control over how JustGiving processes your donations, so please ensure that you review Just Giving's terms before you donate.

5. BUYING A GIFT VIA THE BFZ WEBSITE

You can also purchase a goat, a bike, or a counselling session as a gift for a child on behalf of someone else via the BFZ Website. We will endeavour to use your money for your chosen gift (e.g. a goat) but if that is not possible, we may use it to support our other projects. Please rest assured that your money will go towards helping a vulnerable child in Zambia, which is the reason we do our work today.

When you place an order for a gift through the BFZ Website, once payment for that gift has been processed and received, you will receive an email thanking you for your order (the "**Confirmation Email**"). The contract for the supply of any gift via BFZ will only be formed when you have been sent the Confirmation Email. The Confirmation Email will also contain an e-voucher, which you can give to show the generous gift you have purchased on someone's behalf. Please therefore ensure that you have given us a correct email address, as BFZ cannot accept responsibility for failed deliveries of Confirmation Emails resulting from the provision of incorrect information by you.

6. PRICES AND PAYMENT

The price of any gifts will be listed on the BFZ Website. We may change prices at any time without notice. However, you will be charged the price included in the Confirmation Email in respect of any order which you make, save in the case of an obvious pricing mistake, whereby you will be notified as soon as possible of the relevant pricing error and subsequently charged.

Payment for all gifts can be made by credit or debit card through the BFZ Website. Once your order has been confirmed your credit or debit card will have been authorised and the relevant amount marked for payment. Payment is processed using a reputable third party payment provider.

[If your donation has been made in error or you change your mind about supporting BFZ, we will honour your request for a full refund within 7 days of the date you made your donation.

To request a refund please email brighterfutureszambia@gmail.com forwarding your Confirmation Email.

Refunds are returned using the original method of payment or via bank transfer.

7. CHANGES TO THE BFZ WEBSITE

We may update the BFZ Website from time to time, and may change the content appearing on the BFZ Website at any time. However, please note that any of the content (except for the prices applicable to gifts) on the BFZ Website may be out of date at any given time, and we are under no obligation to update it.

8. ACCESSING THE BFZ WEBSITE

The BFZ Website is made available free of charge.

We do not guarantee that the BFZ Website, or any content on it, will always be available or be uninterrupted, or free from errors or omissions. Access to the BFZ Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the BFZ Website without notice. We will not be liable to you if for any reason the BFZ Website is unavailable at any time or for any period.

As discussed in further detail in Section 13 below, you are responsible for making all arrangements necessary for you to have access to the BFZ Website.

You are also responsible for ensuring that all persons who access the BFZ Website through your internet connection are aware of these Terms of Service and other applicable terms and conditions, and that they comply with them.

9. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all Intellectual Property Rights in the BFZ Website, and in the material published on it from time to time. "**Intellectual Property Rights**" shall, for the purposes of these Terms of Service, mean all copyright (including moral rights), designs, trade marks, trade names, logos, goodwill, and any other similar rights of a proprietary nature.

You may print off one copy, and may download extracts, of any page(s) from the BFZ Website for your own personal, non-commercial use and you may draw the attention of others within your organisation to content posted on the BFZ Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded from the BFZ Website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on the BFZ Website must always be acknowledged.

You must not use any part of the content on the BFZ Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the BFZ Website in breach of these Terms of Service, your right to use the BFZ Website will cease immediately and you must, at our option, return or destroy any copies of the materials on the BFZ Website you have made.

10. NO RELIANCE ON INFORMATION

The content on the BFZ Website is provided for general information only. It is not intended to amount to advice on which you should rely. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the BFZ Website. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the BFZ Website.

11. ACCURACY OF INFORMATION

Although we make reasonable efforts to update the information on the BFZ Website, we make no representations, warranties or guarantees, whether express or implied that the content on the BFZ Website is accurate, complete or up-to-date.

12. LIMITATION OF OUR LIABILITY

Nothing in these Terms of Service excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the BFZ Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- any use of, or inability to use, the BFZ Website; or
- any use of, or reliance on, any content displayed on the BFZ Website.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the BFZ Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of Websites linked on the BFZ Website. Such links should not be interpreted as endorsement by us of those linked Websites. We will not be liable for any loss or damage that may arise from your use of them.

13. VIRUSES

We do not guarantee that the BFZ Website will be secure or free from bugs or viruses. BFZ shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using the BFZ Website.

You are responsible for configuring your information technology, computer programmes and platform in order to access the BFZ Website. You should use your own virus protection software.

You must not misuse the BFZ Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the BFZ Website, the server on which the BFZ Website is stored or any server, computer or database connected to the BFZ Website. You must not attack the BFZ Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the BFZ Website will cease immediately.

14. LINKING TO THE BFZ WEBSITE

You may link to the BFZ Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link or use any of our Intellectual Property Rights (including our pages) in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent.

You must not establish a link to the BFZ Website in any website that is not owned by you.

You may not provide a link to the BFZ Website or use any of our Intellectual Property Rights (including any of our pages) on a website that is in our opinion and at our sole discretion, in appropriate. This includes a website that contains sexually explicit or offensive material of any kind.

The BFZ Website must not be framed on any other site, nor may you create a link to any part of the BFZ Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on the BFZ Website other than that set out above, please contact us at brighterfutureszambia@gmail.com.

15. THIRD PARTY LINKS AND RESOURCES IN THE BFZ WEBSITE

Where the BFZ Website contains links to other Websites and resources provided by third parties, these links are provided for your information only. BFZ cannot accept any liabilities in respect of the use of these other Websites. We have no control over the contents of those Websites or resources and your use of those Websites or resources is not governed by these Terms of Service.

16. APPLICABLE LAW

Please note that these Terms of Service, its subject matter and its formation, are governed by English law. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

17. CONTACT US

If you have any queries or concerns in relation to any of the above, please email us at brighterfutureszambia@gmail.com.