

FALCON DIGITAL

Charity and Community Website Scheme

Terms and Conditions

Version 2.0 | Draft dated 21 July 2026

Integral Digital Technologies Ltd trading as Falcon Digital

Company number 13682575 | Registered in England and Wales

Registered office: Office 6, St. Pauls Road, Newton Abbot, Devon, England, TQ12 2HP

Falcon Digital correspondence address: Suite 6, 6 St Paul's Road, Newton Abbot, Devon, TQ12 2HP

Telephone: 01392 908804 | Scheme and support information: falcondigital.co.uk/free-charity-websites/

This document is intended for organisations acting in the course of their charitable, voluntary, social-enterprise or community activities. It is not intended as a consumer contract.

Agreement details

- A.** This Agreement is made between Integral Digital Technologies Ltd, a company registered in England and Wales under company number 13682575, trading as Falcon Digital ("Falcon"), and the organisation identified in the Order Form (the "Organisation").
- B.** The Agreement consists of the Order Form, these Terms and Conditions and the Schedules. The Order Form records the commercial and project-specific details for the Organisation.
- C.** The Agreement becomes binding when signed by both parties. The first Annual Term begins on the first invoice date shown in the Order Form, whether payment or launch occurs later, unless the Order Form expressly states otherwise.

Contents

- 1. Definitions and interpretation
- 2. Scheme eligibility and acceptance
- 3. Nature and value of the Scheme
- 4. Donated development services and Project Scope
- 5. Organisation responsibilities
- 6. Project start, scheduling and delay
- 7. Revisions, changes and inactivity
- 8. Launch and acceptance
- 9. Training
- 10. Annual Licence and Infrastructure Contribution
- 11. Renewal, cancellation and refunds
- 12. Late payment and chargebacks
- 13. Hosting, domains, DNS and resource use
- 14. Availability service level
- 15. Maintenance and support
- 16. Backups and restoration
- 17. Third-party services and software
- 18. Content, compliance and online transactions
- 19. Data protection
- 20. Security and acceptable use
- 21. Intellectual property and licence
- 22. Portfolio use
- 23. Suspension and termination
- 24. Exit, migration and deletion
- 25. Conduct and staff protection
- 26. Complaints and disputes
- 27. Confidentiality
- 28. Warranties and disclaimers
- 29. Liability
- 30. Claims arising from Organisation materials or instructions
- 31. Changes to the Agreement
- 32. Force majeure
- 33. General
- 34. Governing law and jurisdiction
- Schedule 2 - Hosting and Support Specification
- Schedule 3 - Data Processing Schedule
- Signatures

1. Definitions and interpretation

- 1.1 Annual Contribution means the Annual Licence and Infrastructure Contribution stated in the Order Form, together with VAT.
- 1.2 Annual Term means each 12-month period beginning on the first invoice date and each anniversary of that date.
- 1.3 Authorised Representative means the person named in the Order Form whom Falcon may rely upon for instructions, approvals, decisions and launch authority.
- 1.4 Business Day means Monday to Friday, excluding public and bank holidays in England.
- 1.5 Client Content means all wording, images, logos, branding, documents, media, data and other materials supplied by or for the Organisation.
- 1.6 Falcon Materials means the website design, page layouts, configurations, source code, scripts, modules, tools, templates, systems, processes, documentation, reusable know-how and other materials owned, created or licensed by Falcon, excluding Client Content.
- 1.7 Project Scope means the agreed website pages, features, integrations, deliverables and exclusions recorded in the Order Form or an approved written change request.
- 1.8 Scheme means Falcon's Charity and Community Website Scheme.
- 1.9 Support Hours means 9:00am to 5:00pm UK time on Business Days.
- 1.10 Third-Party Service means any software, plugin, theme, API, payment gateway, donation platform, booking service, email service, domain service, analytics service, stock asset, cloud service or other product supplied by someone other than Falcon.
- 1.11 Website means the website described in the Order Form, including the Falcon Materials and Client Content assembled for the Organisation.
- 1.12 References to writing include email and messages submitted through Falcon's support-ticket system. Headings do not affect interpretation. 'Including' means including without limitation. References to law include amendments and replacement legislation.

2. Scheme eligibility and acceptance

- 2.1 The Scheme is open only to UK-based registered charities, community interest companies, voluntary and community organisations, non-profit clubs, social enterprises and other bodies whose primary activities provide a demonstrable community benefit.
- 2.2 Ordinary commercial or profit-distributing businesses are not eligible merely because they undertake some community activity. Falcon may decide, acting reasonably, whether an applicant meets the Scheme's community-benefit purpose.
- 2.3 Acceptance and continued participation are at Falcon's discretion. Falcon may request evidence of registration, governing status, activities, authority or community benefit. A registered or incorporated applicant must provide its registration details when requested. An unregistered group may be accepted without formal registration evidence but must provide an adequate description of its community activities if Falcon asks for one.
- 2.4 The person signing for an unincorporated Organisation warrants that they are an authorised trustee, committee member or officeholder and have authority to enter into this Agreement on the Organisation's behalf.
- 2.5 The Organisation must promptly notify Falcon of any material change to its legal status, purposes, management, solvency or eligibility.
- 2.6 Falcon may reject, suspend or remove an Organisation where Falcon reasonably believes that there is inaccurate application information, loss of eligibility, unlawful activity, safeguarding concern, hate or discriminatory activity, extremist activity, insolvency, cessation of operations, security or reputational risk, misuse of services, unreasonable resource demands, serious or repeated breach, or prohibited conduct under clause 25.

3. Nature and value of the Scheme

- 3.1 Falcon donates professional website planning, design, development and project-management services with an estimated normal commercial value of up to GBP 5,000, calculated before VAT.
- 3.2 The donated value is not a cash bursary, grant, credit balance or sum held for the Organisation. It is non-transferable, cannot be redeemed for cash, cannot be carried forward and does not oblige Falcon to supply work outside the Project Scope.

- 3.3 Where Falcon reasonably estimates before signature that the requested development will exceed the GBP 5,000 donated value, the parties may agree an Additional Development Contribution in the Order Form. Falcon will not charge that contribution unless it has been agreed in writing before the relevant work starts.
- 3.4 Commercial work funds and sustains the Scheme. Falcon may therefore prioritise commercial commitments, security incidents, urgent operational work, existing paid support obligations and other urgent matters when allocating staff and production capacity.
- 3.5 The Scheme is designed to operate on a pooled cost-recovery basis rather than as a standalone profit-making service. This description does not create a trust, restricted fund, fiduciary duty or entitlement to Falcon's accounts or supplier records.

4. Donated development services and Project Scope

- 4.1 Falcon will provide the website-development services stated in the Project Scope. Only work expressly included in the Project Scope is included in the donated services.
- 4.2 Websites are normally built in WordPress using Divi, and where appropriate a Divi child theme, together with manually configured layouts, supported plugins, reusable frameworks and Falcon's existing tools and methods. Falcon will manually configure and finish the Website; it does not promise a unique underlying codebase or that every component is created from scratch.
- 4.3 Falcon may develop or configure WordPress features and plugins requested by the Organisation, including WooCommerce and similar functionality, only where they are included in the Project Scope, technically feasible, compatible, sufficiently secure, permitted by supplier terms and proportionate to the available donated value and Scheme capacity.
- 4.4 The donated services are limited to website development. Digital marketing and anything that is not website development are excluded unless separately agreed. Excluded services include ongoing SEO campaigns, paid advertising, social-media management, email marketing, branding, logo design, copywriting, proofreading, photography, video production, general data entry, routine content updates and general IT or email support.
- 4.5 Third-party purchase, subscription and transaction costs are excluded. The Organisation must source and contract for any Third-Party Service it requires. Falcon may connect or integrate it where included in the Project Scope.
- 4.6 Additional or out-of-scope work is charged at GBP 75 per hour plus VAT, measured in 15-minute increments, unless a different written quotation is agreed. Falcon will obtain written approval before starting chargeable work.
- 4.7 An estimate is not a fixed quotation unless it expressly says so. Falcon may pause additional work and seek further approval where the expected time or cost materially changes.

5. Organisation responsibilities

- 5.1 The Organisation must appoint one Authorised Representative. Falcon may rely on that person's instructions, approvals and decisions and is not responsible for resolving internal disagreement among trustees, directors, staff, volunteers or other representatives.
- 5.2 The Organisation must supply all final wording, images, branding, documents and other Client Content in the format and by the dates reasonably requested by Falcon.
- 5.3 The Organisation is solely responsible for spelling, grammar, accuracy, completeness, legality, permissions, claims, prices, fundraising statements and regulatory information in Client Content. Falcon is not responsible for proofreading, improving, fact-checking or legally reviewing Client Content.
- 5.4 The Organisation must provide timely instructions, approvals, domain access, third-party account access and other cooperation reasonably required for the Project.
- 5.5 The Organisation must keep its original copies of all Client Content and maintain accurate contact details. Falcon's backups are not a substitute for the Organisation's own records.
- 5.6 The Organisation is responsible for all activity carried out using its accounts and credentials and must ensure that its staff, volunteers and contractors comply with this Agreement.

6. Project start, scheduling and delay

- 6.1 The Project starts only when Falcon has received the signed Agreement, cleared payment of all sums due to start the Project, completed discovery, agreed the Project Scope, received essential Client Content and access, and confirmed the Authorised Representative.

- 6.2** Projects are usually completed within 2 to 8 weeks after the Project start conditions are met. Where commercial workload or other priority work outstrips Falcon's Scheme capacity, a Project may take up to 6 months. These periods are estimates, not guaranteed completion dates, and time is not of the essence.
- 6.3** Falcon will use reasonable endeavours to progress the Project but may change the production schedule to reflect commercial work, serious support incidents, security matters, staff availability, supplier failures and other operational requirements.
- 6.4** Any delay by the Organisation automatically pauses the timetable. When the required information, approval or access is later supplied, Falcon may place the Project into its next reasonably available production slot rather than resume it immediately.
- 6.5** Falcon is not liable for delay caused by the Organisation, a Third-Party Service, domain or DNS issues, an event outside Falcon's reasonable control or a change to the Project Scope.

7. Revisions, changes and inactivity

- 7.1** The donated build includes up to two revision rounds, subject to a combined maximum of 5 hours of Falcon's time across both rounds.
- 7.2** A revision round means one consolidated written set of reasonable amendments submitted by the Authorised Representative. Piecemeal comments, repeated reopening of approved work, a new design direction, new pages or functionality, changed requirements or reconstruction of previously approved work are not included revisions.
- 7.3** Revision work exceeding the combined 5-hour allowance is charged at GBP 75 per hour plus VAT after written approval.
- 7.4** Any change to the Project Scope must be recorded in a written change request setting out the additional work, cost, third-party charges and any effect on the timetable. Falcon is not required to begin the change until it is approved and any requested payment is received.
- 7.5** If the Organisation fails to provide a required response, content, approval or access for 10 Business Days, Falcon may pause the Project. After 30 calendar days of inactivity Falcon may archive it. After 60 calendar days Falcon may treat the development Project as abandoned and terminate that part of the Agreement.
- 7.6** No refund or credit is due where a Project is paused, archived or abandoned because of the Organisation's delay or inactivity. Any later recommencement is subject to Falcon's capacity, the then-current terms and any reasonable reactivation or additional-work charge notified in advance.

8. Launch and acceptance

- 8.1** Falcon will launch the Website only after the Authorised Representative gives written approval to go live and the domain, DNS, accounts and other launch requirements are ready.
- 8.2** Launch approval confirms acceptance of the Website's design, layout and agreed functionality as at that date, subject to any reproducible technical fault that was not reasonably apparent before launch.
- 8.3** All post-launch issues must be submitted through Falcon's support-ticket system. Falcon will investigate reproducible faults in the agreed functionality. Client Content errors, changed preferences, new features, content updates, third-party failures and issues caused by unauthorised changes are not faults and may be chargeable.
- 8.4** Minor issues that do not materially prevent the Website's intended use do not prevent launch and will be handled through normal support.

9. Training

- 9.1** The Scheme includes one live remote training session of up to 90 minutes covering ordinary use of the Website and the agreed systems.
- 9.2** Falcon may record the training session and provide the recording to the Organisation for its internal use. The Organisation is responsible for obtaining any necessary consent from attendees and for keeping the recording secure.
- 9.3** Additional, repeat or replacement training is charged at GBP 75 per hour plus VAT after written approval.
- 9.4** Training does not include legal, fundraising, marketing, general IT, email, accounting or regulatory advice.

10. Annual Licence and Infrastructure Contribution

- 10.1** The Organisation must pay the Annual Contribution stated in the Order Form, plus VAT at the applicable rate. Falcon will issue its own VAT invoice, showing Falcon's VAT registration details and the amount due.
- 10.2** The Annual Contribution is due immediately on the invoice date. The first Annual Term begins on that invoice date and renews on each anniversary, regardless of a later payment, Project start or Website launch, unless the Order Form states otherwise.
- 10.3** The Annual Contribution is a pooled contribution towards the overall cost of operating the Scheme, including agency and enterprise software licences, server and operating-system licences, hosting and network infrastructure, storage, SSL management, security services, firewalls, monitoring, backups, Falcon systems, routine maintenance, support infrastructure and Scheme administration.
- 10.4** Falcon may allocate contributions across the Scheme as a whole. The cost attributable to one Website may be higher or lower than its contribution. Contributions are not individually ring-fenced, held on trust or subject to an individual reconciliation.
- 10.5** The Annual Contribution is consideration for services and access to pooled infrastructure. It is not a charitable donation, grant or purchase of a particular licence in the Organisation's name, and Falcon does not act as the Organisation's purchasing agent.
- 10.6** Falcon will provide its invoice and, on request, reasonable confirmation of payment. The Organisation is not entitled to Falcon's supplier invoices or receipts, supplier contracts, licence keys, internal costing, commercial pricing or an itemised allocation of pooled costs.
- 10.7** Any Scheme-wide cost increase will normally be reflected in the next renewal price. Falcon will notify the Organisation before issuing an increased renewal invoice.
- 10.8** Where a particular Website unexpectedly requires materially greater server resources, licences or third-party services than allowed in the Order Form, Falcon may propose an additional contribution. No additional charge will be incurred without written agreement. If the parties do not agree, Falcon may require the Organisation to reduce the resource use, remove the affected feature, move to another service or terminate the affected service on reasonable notice.
- 10.9** Any Scheme-wide balance arising from pooled purchasing, usage differences or timing may be retained and applied to current or future Scheme costs. It is not repayable or distributable to individual Organisations.

11. Renewal, cancellation and refunds

- 11.1** The Agreement renews automatically for successive Annual Terms on the anniversary of the first invoice date unless either party gives at least 30 days' written notice of non-renewal.
- 11.2** The Organisation may terminate participation on 30 days' written notice submitted through Falcon's support-ticket system. To avoid the next annual renewal invoice, notice must be received at least 30 days before the renewal date. The Organisation may request earlier closure, but no refund is due for the unused part of the Annual Term.
- 11.3** Except where required by law or expressly stated in this Agreement, paid contributions and other charges are non-cancellable and non-refundable.
- 11.4** No refund or credit is due because the Organisation changes its mind, does not use the Website, terminates early, fails to provide content or approvals, delays or abandons the Project, loses eligibility, moves to another provider, exceeds an allowance, initiates an unjustified chargeback, or is suspended or terminated for breach, non-payment, misuse or conduct.
- 11.5** No pro-rata refund is due for any unused part of an Annual Term.
- 11.6** Falcon will correct a duplicate payment, overpayment or payment taken after a valid and effective cancellation. Falcon will also provide any refund required by law.
- 11.7** If Falcon terminates solely for its own convenience and not because of the Organisation's act, omission, breach, risk or ineligibility, Falcon will, at its option, continue the paid service to the end of the Annual Term, provide a reasonable transition arrangement, or make a fair pro-rata refund for the unused service period after deducting non-recoverable licences, supplier charges and other costs already committed for the Organisation or Scheme.

12. Late payment and chargebacks

- 12.1** Falcon may send a payment reminder after the due date. If payment remains outstanding, Falcon may suspend non-urgent support after 14 days, suspend the Website or licensed functionality after 30 days, and terminate participation after 8 weeks.

- 12.2** Reactivation is subject to payment of all outstanding sums and any reasonable restoration or administration charge notified in advance.
- 12.3** Where applicable, Falcon reserves its statutory rights to interest, fixed compensation and reasonable recovery costs for late commercial payments.
- 12.4** A chargeback is a reversal requested through a bank, card provider or payment service. The Organisation must first use Falcon's complaints process for any genuine billing dispute. An unjustified or knowingly false chargeback is a material breach and may result in immediate suspension, recovery of provider fees and a requirement to pay by cleared bank transfer.

13. Hosting, domains, DNS and resource use

- 13.1** Primary hosting is provided on Falcon's shared, Falcon-controlled server infrastructure located in London, United Kingdom. Hosting is shared, not dedicated, and no particular network speed, route, latency or per-site bandwidth is guaranteed.
- 13.2** The expected monthly traffic allowance is stated in the Order Form and will normally be 1,000 or 2,000 monthly visits. Falcon's server-side measurements will be used when assessing usage. Traffic estimates are not guarantees of capacity or performance during unusual spikes, attacks or third-party failures.
- 13.3** Falcon may monitor storage, bandwidth, CPU, memory, database, request, email-sending and other resource use. Falcon may temporarily restrict, throttle or suspend activity that materially affects the server, other websites, security or service stability.
- 13.4** Where resource use regularly exceeds the agreed allowance, Falcon will normally notify the Organisation and propose a suitable additional contribution or hosting arrangement before imposing a permanent additional charge.
- 13.5** The Organisation owns and is responsible for its domain name, domain renewal, email accounts, branding and related third-party accounts. Email hosting, email migration and email troubleshooting are not included.
- 13.6** Where the Organisation permits it, Falcon may manage the domain's DNS through Falcon's Cloudflare system for performance, security and technical management. The domain remains the Organisation's property. The Organisation must not alter DNS records in a way that disrupts the Website without coordinating with Falcon.
- 13.7** Falcon will provide or manage a standard SSL certificate while the Website remains eligible and technically capable of using one. Falcon is not responsible for domain expiry, registrar lock, incorrect registrant details or delays caused by the Organisation or registrar.

14. Availability service level

- 14.1** Falcon targets 99.9% Website availability in each calendar month. This is a service target rather than an unconditional warranty, and no service credit or cash compensation is payable unless the Order Form expressly provides one.
- 14.2** Availability is measured using Falcon's monitoring and excludes scheduled maintenance, emergency maintenance, security action, attacks, abusive traffic, traffic or resource use above the agreed allowance, domain or DNS failures, internet or network failures outside Falcon's reasonable control, Third-Party Services, Client Content, client or third-party changes, unsupported software, suspension under this Agreement, and events outside Falcon's reasonable control.
- 14.3** Falcon may carry out maintenance during or outside Support Hours. Falcon will give reasonable notice of planned disruptive maintenance where practicable but may act without notice where urgent security, stability or supplier action is required.

15. Maintenance and support

- 15.1** Support Hours are 9:00am to 5:00pm UK time on Business Days. The support telephone number is 01392 908804. Calls are answered subject to staff availability; no immediate answer or telephone-resolution time is guaranteed.
- 15.2** Support requests and complaints must be submitted through Falcon's support-ticket system linked from falcondigital.co.uk/free-charity-websites/. Falcon may require a telephone request to be confirmed by ticket.
- 15.3** For a serious problem, such as the entire Website being unavailable or a material security problem, Falcon targets an initial response within 1 Business Day. For a routine or non-serious problem, Falcon targets an initial response within 10 Business Days.
- 15.4** A response means acknowledgement or commencement of investigation, not guaranteed resolution. Resolution depends on complexity, access, the Organisation's cooperation and any Third-Party Service.

- 15.5** Included maintenance consists of standard WordPress maintenance, supported core and plugin updates, security updates, routine monitoring and backups.
- 15.6** The Scheme includes up to 30 minutes of routine technical support per calendar month, measured in 15-minute increments. Unused support time does not carry forward or accumulate.
- 15.7** Time spent correcting a reproducible fault caused solely by Falcon's own work, or carrying out Falcon's standard maintenance, does not count against the 30-minute allowance. Time caused by Client Content, client instructions, unauthorised changes, compromised credentials, unsupported software or Third-Party Services may count against it or be chargeable.
- 15.8** Support excludes content entry, content updates, new pages, design changes, new functionality, copywriting, image creation, physical or digital content creation, digital marketing, general IT support, email support, third-party account administration, legal advice and repeat training.
- 15.9** Additional support is charged at GBP 75 per hour plus VAT after written approval. Falcon may require an Organisation with persistently high support demand to agree an additional support contribution or commercial support package.

16. Backups and restoration

- 16.1** Falcon operates automated backups of the Website, normally several times each day, intended to include the website files and database.
- 16.2** Backups are held on a rolling basis for approximately one month. The period is approximate, not a guaranteed archive, and individual restore points may be unavailable, incomplete or unusable.
- 16.3** Falcon will use reasonable efforts to restore the Website from the most recent usable backup after a covered technical failure. Falcon does not guarantee that every item of data or every recent change can be recovered.
- 16.4** Restoration required because of the Organisation's act, an unauthorised third-party change, compromised credentials, prohibited content or an unsupported integration may be charged at GBP 75 per hour plus VAT after approval, except where urgent action is reasonably necessary to protect the service.

17. Third-party services and software

- 17.1** The Organisation is responsible for selecting, purchasing, maintaining and complying with any Third-Party Service it requests, unless the Order Form expressly states that Falcon will procure it.
- 17.2** Falcon may assist with technical integration but does not control or warrant a Third-Party Service, its availability, security, data handling, pricing, support, continued compatibility, account decisions or changed functionality.
- 17.3** Third-Party Services are governed by their own terms. The Organisation must maintain required accounts, subscriptions, permissions and payment methods.
- 17.4** Falcon may use agency, enterprise, pooled, proprietary or open-source software. No licence key, supplier account or transferable third-party licence is provided unless expressly agreed in writing.
- 17.5** Falcon may update, replace, disable or remove a vulnerable, unsupported, discontinued or incompatible component. Material replacement work outside standard maintenance may be chargeable after written approval.

18. Content, compliance and online transactions

- 18.1** The Organisation warrants that it owns or has all permissions required to use the Client Content and that the Client Content is accurate, lawful, non-defamatory, non-infringing and not misleading.
- 18.2** The Organisation is responsible for all legal and regulatory requirements applying to its activities and Website, including charity or CIC disclosures, fundraising statements, Gift Aid, privacy notices, cookies, direct marketing, accessibility, advertising, consumer information, terms of sale, prices, taxes, refunds and record keeping.
- 18.3** Where the Website includes e-commerce, donations, bookings or payments, Falcon supplies technical website integration only. The Organisation is responsible for its products and services, fulfilment, cancellations, refunds, consumer rights, payment-provider agreement, tax, accounting, PCI DSS responsibilities and the handling of funds. Falcon does not hold or control customer or donor money merely by integrating a payment service.
- 18.4** Falcon does not provide legal, tax, accounting, accessibility-certification, fundraising or regulatory advice. The Organisation should obtain independent advice where needed.
- 18.5** Falcon may provide a generic template or automated or AI-assisted draft policy for convenience. Any such draft is a starting point only, is not legal advice and must be checked, completed, approved and kept current by the Organisation.

- 18.6** Falcon may refuse, remove or disable content or functionality where it reasonably believes that it is unlawful, infringing, misleading, insecure, prohibited by a supplier, harmful to the Scheme or likely to expose Falcon or another person to legal, regulatory, security or reputational risk.

19. Data protection

- 19.1** Each party must comply with applicable data-protection law, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 where applicable. The Organisation normally acts as controller for personal data collected through the Website, and Falcon normally acts as processor when hosting, transmitting, backing up, maintaining or accessing that personal data on the Organisation's behalf.
- 19.2** Falcon and the Organisation each act as an independent controller for personal data they process for their own contract administration, billing, legal, security and business-contact purposes.
- 19.3** The Data Processing Schedule forms part of this Agreement whenever Falcon processes personal data for the Organisation.
- 19.4** Unless the Order Form states otherwise, website form submissions may be stored in WordPress and emailed to the Organisation. The Organisation must regularly retrieve and manage submissions and must not assume that email delivery is guaranteed.
- 19.5** The Organisation must not use the Website to intentionally collect safeguarding reports or case files. It must not collect special-category data, criminal-offence data or detailed information about children through the Website without Falcon's prior written approval and an appropriate data-protection and security assessment.
- 19.6** If prohibited or unexpectedly sensitive information is submitted, the Organisation must handle it lawfully, remove it from the Website where appropriate and promptly notify Falcon if technical assistance is required.
- 19.7** The Organisation is responsible for selecting the lawful basis, providing privacy and cookie information, obtaining required consent, responding to individuals, setting retention periods and determining what data the Website should collect.

20. Security and acceptable use

- 20.1** The Organisation must keep credentials confidential, use strong unique passwords, enable multi-factor authentication where available and promptly report suspected compromise.
- 20.2** The Organisation must not install or permit a third party to install themes, plugins, scripts, tracking code or server tools without Falcon's approval. Falcon may restrict administrative permissions where reasonably required for security or stability.
- 20.3** The Website and hosting must not be used for unlawful material, malware, phishing, spam, unsolicited bulk messages, attacks, credential theft, unauthorised surveillance, cryptocurrency mining, prohibited safeguarding data, intellectual-property infringement, hate or extremist activity, or activity that materially consumes or threatens shared resources.
- 20.4** Falcon may reset credentials, block traffic, disable functionality, remove content, isolate the Website or take other urgent security action without prior notice where reasonably necessary to protect data, people, suppliers, the server or other customers.
- 20.5** The Organisation must cooperate with Falcon's reasonable security instructions. Failure to do so may result in suspension or termination.

21. Intellectual property and licence

- 21.1** The Organisation retains ownership of Client Content, subject to any third-party rights. The Organisation grants Falcon a worldwide, non-exclusive, royalty-free licence to copy, adapt, host, display and otherwise use Client Content as reasonably necessary to perform the Agreement and exercise the portfolio rights in clause 22.
- 21.2** Falcon and its licensors retain all rights in the Falcon Materials, including the Website design, layout, configuration, code, templates, Divi layouts, child-theme work, tools, systems and development methods. The Annual Contribution and donated development do not transfer ownership of Falcon Materials.
- 21.3** During the Agreement, Falcon grants the Organisation a limited, non-exclusive, non-transferable and revocable licence to use the assembled Website for its own eligible activities while the Website remains hosted under the Scheme and all sums are paid.
- 21.4** The Organisation must not copy, export, reverse engineer, reproduce, sell, sublicense, provide to another developer or use the Falcon Materials outside the hosted Website without a separate written buyout or licence agreement.

- 21.5** Third-party and open-source components remain subject to their own licences. Falcon cannot grant rights that a supplier does not permit.
- 21.6** On termination, the licence in clause 21.3 ends and Falcon may remove or disable Falcon Materials and non-transferable licensed components. This may substantially change or remove the Website's design, layout and functionality.
- 21.7** Falcon may offer a case-by-case buyout or migration licence based on development time, normal commercial value, third-party restrictions and migration work. No buyout right exists unless Falcon agrees it in writing and all charges are paid.

22. Portfolio use

- 22.1** Falcon may identify the Organisation and display its name, logo, public Website link, non-confidential screenshots, project description and the estimated donated value in Falcon's portfolio, case studies, Scheme records and marketing.
- 22.2** Falcon may also display draft, abandoned or unlaunched design work, but will not knowingly disclose personal data, confidential information or safeguarding information and will describe unlaunched work accurately so as not to imply approval or endorsement that was not given.
- 22.3** The portfolio licence survives termination. Falcon will consider a reasonable written request to limit future use where genuine confidentiality, safety or safeguarding concerns arise.

23. Suspension and termination

- 23.1** The Organisation may terminate in accordance with clause 11.2.
- 23.2** Falcon may suspend any Project, support, account, form, feature, Website or service immediately where reasonably necessary because of non-payment, security risk, attack, unlawful or prohibited content, safeguarding concern, supplier requirement, excessive resource use, chargeback, abusive conduct, suspected fraud, compromised credentials or another urgent risk.
- 23.3** Falcon may terminate the Agreement immediately for serious breach, serious misconduct, unlawful use, material security risk, insolvency, cessation of activities, loss of eligibility, repeated breach, an unjustified chargeback, or failure to pay for 8 weeks.
- 23.4** For a remediable non-serious breach, Falcon will normally give written notice and a reasonable opportunity, usually 10 Business Days, to remedy it before termination. Falcon may skip that process where delay could cause harm or where previous warnings have not worked.
- 23.5** Falcon may terminate for convenience on 30 days' written notice, subject to clause 11.7.
- 23.6** Falcon may end or materially restructure the Scheme on 30 days' written notice where continuing it is no longer technically, commercially or operationally sustainable. Falcon will use reasonable efforts to explain the transition options.
- 23.7** Suspension does not extend the Annual Term or create a refund right where it results from the Organisation's act, omission, breach, risk or non-payment.

24. Exit, migration and deletion

- 24.1** On termination, Falcon may stop hosting and support, remove Falcon Materials and licensed components, close access and disable the Website in accordance with the notice and termination provisions.
- 24.2** The standard exit package consists of a Word document containing the Organisation's available website wording and a separate folder or archive containing available Client Content images and files supplied by the Organisation.
- 24.3** The standard exit package does not include a working copy of the Website, WordPress database, theme, Divi layouts, design files, source code, Falcon Materials, server configuration, deployment tools, licence keys, supplier accounts or non-transferable software.
- 24.4** Where form submissions or other personal data remain in WordPress, the Organisation may request a standard data export before termination or within 14 days afterwards while the data remains available. Falcon will provide reasonable assistance and may charge for substantial or non-standard extraction work at GBP 75 per hour plus VAT.
- 24.5** Migration, reconstruction or installation at another provider is not included. Falcon may quote separately and does not guarantee that an export or Client Content will reproduce the Website on another host.

- 24.6** The Organisation is responsible for appointing the receiving provider, maintaining the domain and paying registrar, migration and third-party costs. Falcon will reasonably cooperate with a domain or DNS transfer after all undisputed sums are paid.
- 24.7** Falcon will normally delete or place beyond ordinary use the live Website and working copies within 30 days after termination or completed migration. Residual backup copies will expire through the normal rolling backup cycle, normally within approximately one further month.
- 24.8** Routine CRM contact records may be retained for up to 12 months after termination. Contract, invoice, tax, security and legal records may be retained for longer where reasonably required by law, accounting obligations or the establishment, exercise or defence of legal claims.

25. Conduct and staff protection

- 25.1** The Organisation must ensure that its trustees, directors, staff, volunteers, contractors and representatives communicate professionally and reasonably with Falcon and its staff.
- 25.2** Prohibited conduct includes threats, abuse, harassment, discrimination, intimidation, defamatory allegations, knowingly false allegations, excessive duplicate messages, repeated refusal to use agreed support channels, contacting staff through personal accounts after being asked not to, repeated reopening of approved work, persistent demands for immediate responses, pressure to provide excluded or unpaid work, disclosure of confidential communications without lawful justification, and conduct that materially affects staff welfare or services to others.
- 25.3** Falcon may require all communication to pass through one Authorised Representative, restrict communication to written tickets, impose reasonable contact limits, pause work, suspend services or issue a conduct warning.
- 25.4** Falcon may skip warnings and suspend or terminate immediately where conduct is serious, threatening, discriminatory, unlawful, persistently abusive or creates a safety, security or welfare risk.
- 25.5** Nothing in this clause prevents a good-faith complaint, honest review, lawful report to a regulator or authority, protected disclosure, or disclosure required by law.
- 25.6** No refund is due where suspension or termination results from prohibited conduct.

26. Complaints and disputes

- 26.1** A complaint must be submitted through Falcon's support-ticket system and should set out the relevant facts, dates, requested outcome and supporting material in one consolidated submission.
- 26.2** Falcon will aim to acknowledge or provide an initial response within 5 Business Days. Where commercial workload, complexity or investigation requires longer, Falcon will aim to notify the Organisation and provide a further timescale.
- 26.3** The parties will first try to resolve the dispute through the Authorised Representative and Falcon's nominated senior contact.
- 26.4** If the dispute remains unresolved, the parties will consider good-faith mediation with a mutually agreed mediator before commencing court proceedings. Unless agreed otherwise, mediator fees will be shared equally and each party will bear its own costs.
- 26.5** This clause does not prevent either party seeking urgent injunctive relief, taking action to protect data or systems, recovering an undisputed debt, or commencing proceedings where a limitation period is about to expire.

27. Confidentiality

- 27.1** Each party must keep the other party's confidential information secure and use it only for the Agreement. Confidential information includes non-public commercial, technical, financial, security, supplier and project information.
- 27.2** This obligation does not apply to information that is public through no breach, was lawfully known, is independently developed, is received lawfully from another source, or must be disclosed by law, court, regulator or professional adviser.
- 27.3** Falcon's portfolio rights in clause 22 and use of information reasonably required to provide the services do not breach this clause.
- 27.4** Each party remains free to make a lawful complaint, regulator report, protected disclosure or honest public statement, but must not knowingly publish false statements or disclose confidential or personal information without lawful justification.

28. Warranties and disclaimers

- 28.1** Falcon will perform the services with reasonable care and skill.
- 28.2** Except as expressly stated, the services, Website and Third-Party Services are provided without any guarantee of a particular result. Falcon does not guarantee donations, fundraising, sales, enquiries, traffic, search ranking, accessibility certification, legal or regulatory approval, uninterrupted availability, immunity from cyberattack, continued third-party compatibility or recovery of every item of data.
- 28.3** Falcon does not warrant that the Website will meet requirements that were not disclosed and included in the Project Scope, or remain compatible with every future browser, device, WordPress release, plugin, supplier or legal change.
- 28.4** Any timescale, traffic capacity, response period, backup period or availability figure is subject to the qualifications and exclusions in this Agreement.
- 28.5** The Organisation acknowledges that internet and shared-hosting services involve inherent security and availability risks and that no reasonable provider can eliminate every risk.

29. Liability

- 29.1** Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited.
- 29.2** Subject to clause 29.1, Falcon's total aggregate liability arising out of or in connection with the Agreement in each Annual Term, whether in contract, tort, negligence, breach of statutory duty or otherwise, is limited to the Annual Contribution paid by the Organisation for that Annual Term.
- 29.3** Subject to clause 29.1, Falcon is not liable for indirect or consequential loss; loss of donations, fundraising, revenue, profit, opportunity, anticipated savings, goodwill, reputation, search ranking or data; the cost of recreating data beyond the latest usable backup; or loss caused by Client Content, client instructions, compromised credentials, unauthorised changes, resource overuse, domain or email failure, Third-Party Services or events outside Falcon's reasonable control.
- 29.4** Falcon is not liable for a failure to meet an estimated build date, support target or availability target where the relevant exclusions apply.
- 29.5** Each party must take reasonable steps to mitigate any loss for which it seeks recovery.
- 29.6** The parties acknowledge that the Annual Contribution and donated nature of the Scheme reflect the allocation of risk in this clause. The Organisation should arrange any insurance it considers appropriate for its operations, data, fundraising and business interruption.

30. Claims arising from Organisation materials or instructions

- 30.1** The Organisation will reimburse Falcon for reasonable losses, liabilities, damages, costs and third-party claims arising from Client Content, the Organisation's unlawful or infringing activity, its breach of data-protection or consumer obligations, or Falcon following the Organisation's documented instruction, except to the extent caused by Falcon's own breach, negligence or wilful misconduct.
- 30.2** Falcon must give reasonable notice of a claim, allow the Organisation reasonable involvement in the defence where appropriate, and take reasonable steps to mitigate loss. The Organisation must not settle a claim in a way that admits fault by Falcon or imposes an obligation on Falcon without Falcon's written consent.

31. Changes to the Agreement

- 31.1** Falcon may update these Terms with immediate effect on written or website notice where reasonably required by law, regulation, security, supplier terms, technical necessity, prevention of abuse or protection of the Scheme. Falcon may also make non-material administrative or clarifying changes with immediate effect.
- 31.2** A change that materially and adversely alters the Organisation's price, ownership rights, termination rights or core paid service will not apply retrospectively and will normally take effect on at least 30 days' notice or at the next renewal, unless immediate application is legally or technically necessary.
- 31.3** Continued use after the notified effective date constitutes acceptance. Where a materially adverse change is not legally or technically mandatory, the Organisation may give notice to terminate before it takes effect, subject to the refund rules for costs already committed.
- 31.4** A change to the Project Scope, contribution or other Order Form detail must be agreed in writing by the parties.

32. Force majeure

- 32.1** Neither party is liable for delay or failure caused by an event outside its reasonable control, including internet or utility failure, supplier failure, attack, pandemic, fire, flood, severe weather, industrial dispute, government action, war, civil disorder, data-centre incident, serious illness or unexpected staff unavailability.
- 32.2** The affected party must use reasonable efforts to reduce the effect and resume performance. Payment obligations for services already supplied or costs already committed are not excused.
- 32.3** If a force-majeure event materially prevents the service for more than 60 days, either party may terminate on written notice, with any refund determined under clause 11.7 where Falcon is unable to continue for reasons unrelated to the Organisation.

33. General

- 33.1** Notices to Falcon must be submitted through the support-ticket system and may also be sent by post to Falcon Digital, Suite 6, 6 St Paul's Road, Newton Abbot, Devon, TQ12 2HP. Notices to the Organisation may be sent to the Authorised Representative's email or postal address in the Order Form.
- 33.2** An email or ticket is treated as received on the next Business Day after sending unless the sender receives a delivery failure. A postal notice is treated as received 2 Business Days after first-class posting within the UK.
- 33.3** Falcon may use employees, contractors and subprocessors to provide the services and remains responsible for their performance to the extent required by law and this Agreement.
- 33.4** Falcon may assign the Agreement to a successor, purchaser or another company within the same corporate group on written notice. The Organisation may not assign or transfer the Agreement without Falcon's written consent.
- 33.5** Nothing creates a partnership, joint venture, employment, agency, fiduciary relationship, trust or charitable trusteeship between the parties. Neither party may bind the other except as expressly stated.
- 33.6** The Agreement is the entire agreement about its subject and replaces previous discussions, proposals and versions. Each party confirms that it has not relied on a statement not recorded in the Agreement, except that this does not exclude fraud.
- 33.7** A failure or delay to exercise a right is not a waiver. A waiver is effective only in writing for the specific matter stated.
- 33.8** If a provision is invalid or unenforceable, it will be adjusted to the minimum extent needed or removed, and the remaining provisions continue.
- 33.9** A person who is not a party has no right to enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 33.10** The Agreement may be signed electronically and in counterparts. Each counterpart is treated as an original and together they form one agreement.
- 33.11** Clauses concerning payment, confidentiality, intellectual property, portfolio use, liability, claims, exit, deletion and dispute resolution survive termination where their nature requires it.

34. Governing law and jurisdiction

- 34.1** The Agreement and any non-contractual obligations arising from it are governed by the law of England and Wales.
- 34.2** Subject to the mediation process in clause 26, the courts of England and Wales have exclusive jurisdiction, to the extent permitted by law.

Schedule 2 - Hosting and Support Specification

Standard specification	
Primary hosting location	Falcon-controlled shared server infrastructure in London, United Kingdom.
Hosting model	Shared hosting. No dedicated CPU, memory, storage, bandwidth, network route or 1Gbps per-site connection is promised.
Traffic allowance	The exact allowance is stated in the Order Form and is normally 1,000 or 2,000 monthly visits.
SSL	Standard SSL management included while technically supported.
DNS	Falcon may manage DNS through its Cloudflare system where authorised in the Order Form.
Email	Email hosting, email migration and email troubleshooting are excluded.
Backups	Automated backups normally several times per day, intended to include files and database, held on a rolling basis for approximately one month.
Maintenance	Standard WordPress core and supported plugin maintenance, security updates, routine monitoring and backups.
Routine support allowance	Up to 30 minutes per calendar month, measured in 15-minute increments, with no carry-forward.
Support hours	9:00am to 5:00pm UK time on Business Days.
Support telephone	01392 908804, subject to staff availability.
Serious ticket response target	Initial response within 1 Business Day.
Routine ticket response target	Initial response within 10 Business Days.
Availability target	99.9% monthly, subject to the exclusions in clause 14.
Additional work rate	GBP 75 per hour plus VAT, measured in 15-minute increments, after written approval.

Severity guidance

- S2.1** Serious means the entire Website is unavailable, a material security incident is actively affecting it, or a core agreed function is unusable for most users with no reasonable workaround.
- S2.2** Routine or non-serious includes cosmetic issues, isolated content problems, minor browser differences, questions, non-urgent configuration, or a problem with a reasonable workaround.
- S2.3** Falcon may reclassify a request after investigation. Response targets pause while Falcon reasonably awaits information, approval, access or action from the Organisation or a third party.

Schedule 3 - Data Processing Schedule

Purpose of this Schedule

This Schedule applies where Falcon processes personal data on the Organisation's behalf in connection with website hosting, forms, maintenance, support, backups or migration. It is intended to form the written controller-processor terms required by UK data-protection law.

A. Processing details

Article 28 processing description	
Controller	The Organisation, for personal data collected or otherwise processed through the Website for the Organisation's purposes.
Processor	Integral Digital Technologies Ltd trading as Falcon Digital.
Subject matter	Hosting, transmission, storage, backup, maintenance, support, security, restoration, export and deletion of Website personal data.
Duration	The term of the Agreement and the limited deletion and backup-overwrite periods described in clauses 24 and this Schedule.
Nature of processing	Collection through Website forms; storage in WordPress; transmission by email or integration; hosting; organisation; retrieval; technical access; security scanning; logging; backup; restoration; export; restriction and deletion.
Purpose	To operate, secure, maintain and support the Website and agreed functionality for the Organisation.
Data subjects	Website visitors, donors, supporters, volunteers, members, staff, applicants, customers, service users, beneficiaries, suppliers and other contacts, depending on the Organisation's use.
Personal data	Names, contact details, account details, form contents, donation or transaction references, volunteer or application information, IP addresses, device and browser data, security logs, communications and other data selected by the Organisation, excluding prohibited data unless expressly approved.
Prohibited data	Safeguarding reports or case files, and any special-category data, criminal-offence data or detailed information about children not expressly approved in writing after an appropriate assessment.

B. Controller instructions and responsibilities

- S3.1** Falcon will process personal data only on the Organisation's documented instructions, including this Agreement, the Order Form, support tickets and lawful configuration requests, unless UK law requires otherwise. Where legally permitted, Falcon will notify the Organisation before processing required by law.
- S3.2** The Organisation is responsible for ensuring that its instructions and processing are lawful, fair and transparent, that it has an appropriate lawful basis, that it provides required notices and choices, and that it does not instruct Falcon to breach data-protection law.
- S3.3** The Organisation decides what data to collect, the form fields, retention, recipients and purpose. It must minimise data and must not use the Website for prohibited data without Falcon's prior written approval.
- S3.4** Where Falcon reasonably believes an instruction infringes data-protection law, it may pause the affected processing and notify the Organisation until the parties resolve the issue.

C. Confidentiality and personnel

- S3.5** Falcon will ensure that people authorised to process the personal data are subject to an appropriate duty of confidentiality and receive access only where reasonably necessary for their role.
- S3.6** Falcon may use trained employees and contractors subject to confidentiality and security obligations.

D. Security

- S3.7** Taking account of the nature, scope, context and risk of the processing, Falcon will maintain appropriate technical and organisational measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.
- S3.8** Measures may include access controls, password and credential management, least-privilege access, SSL in transit, firewalls, security monitoring, software updates, malware controls, backups, restoration processes, logging, incident response and staff confidentiality, as appropriate to the service and risk.
- S3.9** The Organisation is responsible for the security of its own devices, email accounts, domain account, credentials, authorised users, content exports and any Third-Party Service it selects.

E. Subprocessors and transfers

- S3.10** The Organisation gives general written authorisation for Falcon to use subprocessors required for data-centre, network, security, backup, DNS, CDN, email-transmission, support and other infrastructure services.
- S3.11** Falcon will place each subprocessor under written data-protection obligations that provide an appropriate level of protection and will remain responsible for the subprocessor's performance to the extent required by law.
- S3.12** Falcon will make a current category or list of material subprocessors available on reasonable request. Where reasonably practicable, Falcon will give notice of a material new subprocessor and allow the Organisation to raise a reasonable data-protection objection. If the parties cannot resolve the objection, Falcon may offer an alternative or terminate the affected service.
- S3.13** Falcon will not make a restricted international transfer of personal data without an applicable lawful transfer mechanism and required safeguards. The Organisation acknowledges that optional services such as Cloudflare or a Third-Party Service selected by the Organisation may involve international processing under that supplier's terms.

F. Individual rights and regulatory assistance

- S3.14** Taking account of the nature of the processing, Falcon will provide reasonable technical assistance to help the Organisation respond to requests from individuals exercising data-protection rights.
- S3.15** Falcon will provide reasonable assistance, taking account of the information available to it, with security obligations, personal-data breach assessment and notification, data-protection impact assessments and prior consultation with the regulator.
- S3.16** Assistance beyond normal hosting and support may be charged at GBP 75 per hour plus VAT where the need was not caused by Falcon's breach. Falcon will obtain approval before non-urgent chargeable work.

G. Personal-data breaches

- S3.17** Falcon will notify the Organisation without undue delay after becoming aware of a personal-data breach affecting personal data processed under this Schedule.
- S3.18** The notice will include available information reasonably required for the Organisation to assess the breach. Falcon may provide information in stages as the investigation develops.
- S3.19** The Organisation is responsible for deciding whether and how to notify the Information Commissioner's Office, affected individuals or another authority, except where Falcon has a separate legal duty.

H. Audit and compliance information

- S3.20** Falcon will make available information reasonably necessary to demonstrate compliance with this Schedule and will allow a reasonable audit or inspection by the Organisation or its independent auditor where required by data-protection law.
- S3.21** Unless a regulator requires otherwise or a serious breach is reasonably suspected, an audit is limited to once in any 12-month period, must be requested on at least 20 Business Days' notice, must occur during Support Hours, must not expose other customers' data or confidential security information, and should use documents and remote review before an on-site inspection.
- S3.22** The Organisation bears its audit costs and Falcon's reasonable assistance costs, except where the audit identifies a material breach by Falcon, in which case Falcon will bear its own reasonable remediation costs.

I. Return, deletion and retention

- S3.23** At the end of the Agreement, the Organisation may choose whether Falcon returns available Website personal data in a standard export or deletes it. Any return request must be made before termination or within 14 days afterwards while the data remains available, and is subject to technical feasibility, third-party restrictions and payment of any approved non-standard extraction cost. If no return instruction is received, Falcon will delete the data in accordance with S3.24.

- S3.24** After termination, Falcon will normally delete or place beyond ordinary use live Website personal data within 30 days. Residual copies in backups will be protected from ordinary use and deleted through the normal rolling overwrite cycle, normally within approximately one further month, unless law requires longer retention.
- S3.25** Falcon may retain independent-controller records such as contracts, invoices, payment records, security logs and business contacts where reasonably required for legal, accounting, security or claims purposes. Routine CRM contact records may be retained for up to 12 months after termination.
- S3.26** Deletion does not require Falcon to remove information from a record that it must retain by law, provided that the retained data is restricted to the required purpose and period.

J. Priority and liability

- S3.27** If this Schedule conflicts with another part of the Agreement on processing personal data, this Schedule prevails to the extent of the conflict.
- S3.28** The liability provisions in clause 29 apply to this Schedule to the fullest extent permitted by law.

Signatures

By signing below, each party confirms that it has read, understood and agrees to this Agreement, including the Order Form and all Schedules.

For Integral Digital Technologies Ltd trading as Falcon Digital	For the Organisation
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
	Organisation legal name:
	Registration number (if any):

For an unincorporated Organisation, the person signing warrants that they are an authorised trustee, committee member or officeholder and have authority to bind the Organisation in accordance with its governing arrangements.