

THE VIRGIN MONEY LONDON MARATHON FUNDRAISING AGREEMENT

APPLICATION PROCESS

GUARANTEED/CHARITY PLACE:

If you are successful in the application process for this Challenge, you pledge to **raise a minimum of £2,500** for the marathon (excluding gift aid or registration fees where applicable) in sponsorship money for Help for Heroes of which £1,000 should be received by Friday 2nd July 2021 with the final fundraising target being paid to the Charity by Monday 3rd January 2022. All funds raised through the Challenge must be payable to Help for Heroes in £ sterling with the objective to raise as much sponsorship as possible.

The application closes on 31st March 2021 and, after completing the application process, you will not hear from us until the closing date has passed. All valid applications will be taken to a panel to select the successful participants. This process is undertaken so that it is fair for all to apply.

All applicants will be updated on the panel's decision during the week commencing 12th April 2021.

IF YOU ARE SUCCESSFUL

Thank you for agreeing to participate in The London Marathon ("the Event") fundraising in support of Help for Heroes. It is our principal objective to raise funds for direct, practical, support for our wounded servicemen and women. We are very grateful for your support and wish you the greatest success with your challenge.

By providing your details to us you give consent for your name and email address to be transferred to The London Marathon. Help for Heroes will use your personal data to administer your entry to the event and will retain a record of any fundraising activities you undertake for us. You can request access to the data that we hold about you, or request that we cease processing your data at any time. Further details of how we manage your personal data, your rights and how we protect your privacy can be found in our [Privacy Policy](#) on our website.

By ticking the box when you register for this challenge, you will (subject to availability) secure your place in the Event and you agree to enter into the following Fundraising agreement with Help for Heroes.

In due course, when you have registered to take part in the Event, you will be required to enter into an agreement with The London Marathon. ("the Organisers") who are running the Event for Help for Heroes.

If you are unsuccessful but have agreed to be included in our reserve list we will contact you should a place become available. If you do not hear from us by 31 July 2021, regrettably no places have been released and your application will be closed.

FUNDRAISING AGREEMENT

YOU AGREE AS FOLLOWS:

1. YOUR REGISTRATION FEE AND FUNDRAISING TARGET

- i. There is a £20.00 registration fee for this event for which payment will be requested if your application is successful.
- ii. On registering you will receive a Welcome Pack.
- iii. By registering for this challenge, you pledge to use your best endeavours to raise the minimum sponsorship target of £2,500. Please note Gift Aid donations do not contribute to your total fundraising pledge.
- iv. Help for Heroes asks that the first £1,000 of fundraising is paid by the 2nd July 2021 at which point the London Marathon will invite you to accept your place on the event.
- v. You understand that if you do not meet the first fundraising target by the required date you run the risk of losing your place on the Event. In this situation Help for Heroes will work with you to try to come to a solution that is satisfactory to all parties, but Help for Heroes cannot, in these circumstances, guarantee that you will be able to take part in the Event.
- vi. We ask that the remaining fundraising towards the minimum fundraising target (£2,500) is paid to Help for Heroes within the 3 months of the Event taking place and no later than 3rd January 2022.

2. PRACTICAL ISSUES

- i. You understand that you will be responsible for your personal costs incurred in relation to the Event such as your transport to and from the Event location
- ii. In deciding whether or not to enter for the Event it is very important that you:
 - a) have proper insurance cover; this will be provided by the Event Organiser;
 - b) are medically fit and well enough to take part in the Event.

These are both matters which will be addressed in the terms and conditions you agree with the Event Organiser when you commit to taking part in the Event. These can be viewed [here](#). If you would like further information at this stage please contact our Events Team on 01725 514106.

3. BEST PRACTICE FUNDRAISING GUIDELINES

You will:

- i. Use your best endeavours to raise money for Help for Heroes;
- ii. Keep details of the names and addresses of, and amount donated or pledged by all donors, (other than at legally compliant street collections) and subject to sub-clause vii below, provide such details to Help for Heroes on request;
- iii. Ensure that all donations made by cheque from any donors are made payable to Help for Heroes;
- iv. Provide Help for Heroes with a cheque for all cash donations when they total less than £100.00;
- v. Provide Help for Heroes with a progress report about your fundraising activity upon request;
- vi. Contact Help for Heroes via events@helpforheroes.org.uk well in advance of putting on a public event to raise funds, to ensure that that event and all third parties involved are fully insured against losses;
- vii. Abide at all times by the Data Protection Act 1998; (and from 25 May 2018 the General Data Protection Regulation) where applicable in relation to the performance of your obligations under the terms of this Agreement;
- viii. Make yourself aware of and abide by the Code of Practice issued by the Institute of Fundraising (www.institute-of-fundraising.org.uk) so that you understand what you can and cannot legally do in order to fundraise for Help for Heroes;
- ix. You will not do anything to bring the name of Help for Heroes into disrepute.

You will not:

- x. Raise funds by carrying out house-to-house collections;
- xi. Collect funds in any public place without first obtaining a collector's license from the appropriate local authority (usually local council or police);
- xii. Collect on private property (including shops, pubs etc) without first obtaining the permission of the owner;
- xiii. Shake collection tins or buckets, as this is prohibited by law;
- xiv. Organise any raffle or lottery without first obtaining permission from Help for Heroes.

4. MARKETING

- i. Photographs, likenesses, images, film and or recordings of participants in challenges by or on behalf of Help for Heroes may be exploited and used in whole or in part in perpetuity by Help for Heroes in the promotion of future initiatives, advertising, publicity and otherwise, run or organised by Help for Heroes. By taking

part in the Event, you irrevocably and unconditionally agree to the use of such photographs, likenesses or images being used in this manner.

- ii. These photographs, likenesses, images, film and/or recordings may be used by Help for Heroes for corporate brochures, articles, websites and any other reasonable purpose.
- iii. Accordingly, you hereby absolutely, irrevocably and unconditionally waive all (if any) moral rights which subsist in the Intellectual Property in these photographs, likenesses, images, film and/or recordings of you by virtue of Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights you may have in any territory of the World. If you wish to use any photographs, likenesses, images, film and/or recordings of you outside of personal use, please contact events@helpforheroes.org.uk for Help for Heroes' written consent.

5. INDEMNIFICATION & LIABILITY

- i. The organisers are the sole organisers of the Event and Help for Heroes is not involved in and does not have any responsibility for the conduct of the Event and except in relation to your death or personal injury caused by the negligence of Help for Heroes, Help for Heroes shall not have any liability in respect of any property, loss, injury, damage, costs, claims, loss or liability whatsoever suffered by you in connection with your participation in the Event or this Agreement.
- ii. Indemnify Help for Heroes in respect of any costs, claims, loss or liability caused to Help for Heroes, as a result of any breach by you of the terms of this agreement.

6. REFUND POLICY

- i. As a charity Help for Heroes is dependent on and incredibly grateful for your generous donation. In compliance with legal and best practice regulations set by the charity commission, the Institute of Fundraising and the Fundraising Regulator, all donations we receive (including registrations fees for your challenge) are treated as irrevocable gifts and, as such, are non-refundable.
- ii. If you suspect your credit card has been used incorrectly, or you have any other issue that you would like to discuss, please contact our team as soon as possible on 0300 303 9888 (Monday to Friday 9am to 5 pm) or by emailing events@helpforheroes.org.uk.

This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.