

## Plan International UK, Amsterdam Marathon 2024

### Terms and Conditions

These are the terms and conditions that apply to each third-party fundraising event in which you are participating as a fundraiser for Plan International UK, a registered charity with its registered office at Finsgate, 5-7 Cranwood St, London EC1V 9LH. Participants must agree to comply with these terms and conditions to take part in any event where their charity place is provided by Plan International UK.

- a. The event is not organised by Plan International UK but by a third-party event organiser.
- b. Participation in the event as a fundraiser for Plan International UK is subject to these terms and conditions in addition to the event organiser's own terms and conditions, which must be fully complied with at all times.

### Registration

1. All persons taking part in the event must complete a registration form and must be registered with Plan International UK to take part in the event. Any participants entering as a team must each complete a separate registration form.
2. Registrations in the event are personal to each participant and participants are strictly prohibited from swapping, selling, or transferring their place in the event or allowing any other person to participate in their place.
3. If a participant decides to withdraw, they shall give notice by email to [communityfundraising@plan-uk.org](mailto:communityfundraising@plan-uk.org)

### General and Sponsorship Money and Donations

4. You agree to organise fundraising activities as an independent supporter of Plan International UK. You should therefore refer to raising money "in aid of" Plan International UK rather than on Plan International UK's behalf.
5. You agree that you shall comply with any instructions or guidance given by Plan International UK relating to your fundraising activity, but it is your responsibility to organise all aspects of any fundraising activity undertaken by you.
6. You commit to paying a registration fee of £25 and raising at least the required minimum sponsorship of £400 for Plan International UK for this event. If you are unable to meet the minimum sponsorship, you may choose to make up the balance yourself or you may lose your place. Any refund of the registration fee in any circumstances will be at the discretion of Plan International UK.
7. You understand that any monies received under the Gift Aid scheme (or any other charity tax scheme) and any existing regular donations that you have to Plan International UK will not count towards your minimum sponsorship target.
8. At least 50% of this minimum sponsorship is required before the event and the full balance is expected to be with Plan International UK within 4 weeks of the event.
9. If you do not take part in the event, any money already raised through your fundraising will be treated as a donation unless your sponsors contact Plan International UK directly for a refund.
10. You agree to raise all money using legal methods and complying with the advice given in the fundraising pack.
11. All funds raised for Plan International UK through the event will be made payable to Plan International UK. All funds raised for Plan International UK's work shall be held on trust by each participant for Plan International UK and paid to Plan International UK as soon as reasonably possible and in any case as set out in clause 8.

12. You will encourage your supporters to make Gift Aid declarations where possible as this may enable us to reclaim tax on the donations or sponsorship. Further information in relation to Gift Aid can be found here <https://plan-uk.org/gift-aid>
13. You will be responsible for any costs, taxes or expenses incurred as part of your fundraising.
14. Unless Plan International UK has provided you with branded materials as a result of your registration, you may only use the Plan International UK name and 'In Aid Of' logo for your fundraising activities with our written permission, and in accordance with the Plan International UK Brand guidelines. To apply for permission, you will need to let us know how you propose to use the name and/or logo on your own materials by emailing [communityfundraising@plan-uk.org](mailto:communityfundraising@plan-uk.org) and provide us with examples and/or samples of such use if we request it.

### **Data Protection and marketing**

15. By providing your information when you sign up to fundraise for Plan International UK, Plan International UK can use the details to discuss your fundraising activity and follow up on your progress.
16. Your personal information may also be used for the purposes of sending communications to you where you have confirmed that you would like to receive further information about the charity's work when signing up to fundraise for Plan International UK.
17. All personal data held by us will be handled in accordance with applicable privacy laws and Plan International UK's privacy statement which can be found here <https://plan-uk.org/terms-conditions/privacy-notices/privacy-notice>
18. You may be asked to give Plan International UK permission to use any photographs/videos taken of you at this event, to raise awareness and/or money for Plan International UK's work with children and their communities.
19. If you provide photographs or videos taken during your fundraising activity to Plan International UK, and by signing our Media Consent Form, you agree that these may be used by Plan International UK for commercial and/or fundraising purposes. By sending these to us, you are also confirming that anyone featuring prominently in the photograph or video is aged 16 or over, and that they have consented to their image being used in this way.

### **Liability and Insurance**

20. Participants are fully responsible for their actions during the event. Plan International UK does not accept responsibility for the actions of participants nor the consequences of such actions.
21. Subject to the remaining provisions of this paragraph, Plan International UK shall not be liable for:
  - i. any injury or accident-causing loss or damage to a participant or any third party where this is sustained because of a participant taking part in the event; or
  - ii. any circumstances beyond the control of Plan International UK.
22. Nothing in these terms and conditions shall limit or exclude Plan International UK's liability in respect of death or personal injury sustained as a direct result of the negligence, breach of statutory duty or fraudulent misrepresentation of Plan International UK or any other liability which may not lawfully be excluded.
23. You accept that any risks arising out of your fundraising activity are your responsibility, including liability for any injury or loss which may occur to you, your helpers, or guests. You will therefore take all reasonable precautions to protect the health and safety of all those participating in, involved with, or attending your activity.

24. You will comply with any applicable laws and regulations relating to your fundraising activity, including obtaining any necessary licenses, consents or permissions e.g. if you are holding a raffle or lottery, or are proposing to sell alcohol.
25. You acknowledge and accept that Plan International UK's insurance policy will not cover your fundraising activities.
26. You will not do anything that threatens Plan International UK's reputation or name. If you do, Plan International UK has the right to ask you to stop your fundraising activity immediately.

### **Health and safety**

27. You confirm that each participant is above 18 years of age.
28. You confirm that, to the best of your knowledge, your general state of health and fitness is good, and you take full responsibility for your training. You take part in this event at your own risk. To the extent necessary, you have sought and relied upon medical advice prior to the date of the event. It is each participant's responsibility to assess their fitness and to ensure that they participate only if they are sufficiently fit. Should any physical or mental condition arise before the date of the event which is likely to affect a participant's ability to compete in the event, they should withdraw. Any refund of the registration fee in any circumstances is entirely at Plan International UK's discretion.

### **Terms and Conditions**

29. By registering with Plan International UK to participate in the event, a participant agrees to be bound by these terms and conditions.
30. If any provisions in these terms and conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.
31. Plan International UK may vary these terms and conditions from time to time and the up-to-date terms shall be available on the website.
32. These terms and conditions and any dispute or claim that arises out of or in connection with them is governed by and construed in accordance with the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these terms and conditions.

**Plan International UK Registered Charity Number 276035**