

## FUNDRAISING AGREEMENT

Thank you for committing to raise money for Barnardo's through your participation in the Mount Toubkal Trek, taking place between 8<sup>th</sup> - 13<sup>th</sup> August 2027 (the "EVENT"). Your support means that Barnardo's can help children and families that need us most. **Together, we can change childhoods and change lives.**

By registering for the Event, I understand and agree to the following terms and conditions:

### Professional Fundraiser

1. I understand that because I will be raising funds for Barnardo's and the balance of the Trip Costs will be deducted from the funds I raise, I receive a benefit and so will be treated as a "Professional Fundraiser" under the terms of the Charities Act 1992.

### Registration & Participation

2. I understand that in order to take part in the Event, I must register with The Different Travel Company Ltd, a company registered in England & Wales, with registered address at 4 Downs Park Crescent, Totton, Southampton, Hampshire, SO40 9GH and registered company number 05324268 (the "**Event Organiser**"). Failure to complete the Event Organiser's registration by any applicable deadline may mean I am unable to participate in the Event.
3. I understand that this Event is organised by the Event Organiser, who is solely responsible for the conduct and operation of the Event, including all health and safety requirements. I will read the Event Organiser's Terms and Conditions for the Event and I will comply with any specific Event rules given by them.
4. I will be aged 18 years or over on the date of the Event.
5. I acknowledge that I cannot swap, sell or transfer my place in the Event or allow anyone else to participate on my behalf.
6. I will inform Barnardo's Challenge Events Team and the Event Organiser immediately if I am unable to take part in the Event. I accept liability for costs charged to Barnardo's for late cancellation as laid out in the Event Organiser's terms and conditions for this Event.

### Trip Cost & Financial Arrangements

7. I confirm that a registration fee of £395 will be paid to the Event Organiser upon registering with them for the Event.
8. I agree to raise at least £1,990, my "Fundraising Pledge"
  - 8.1. I will pay 100% of the Fundraising Pledge to Barnardo's [12 weeks prior to date of departure](#) (16 August 2027).
9. I understand that if I have not paid the Fundraising Pledge in line with clause 8.1. I may have to pay any shortfall from my own personal funds within one month of this date, or in instalments to be agreed in writing with Barnardo's.

10. Barnardo's agrees to pay £955, the "Balance of Expedition Costs", to the Event Organiser if these financial arrangements are met.
11. If at any point I feel unable to raise the Fundraising Pledge amount, I will inform Barnardo's Challenge Events Team immediately by emailing [events@barnardos.org.uk](mailto:events@barnardos.org.uk), so that they can provide support with my fundraising plans.

## **Fundraising**

12. I will use only lawful means to fundraise in aid of Barnardo's and will not do anything that harms or is likely to harm Barnardo's reputation.
13. I will comply with any fundraising guidance or advice issued by Barnardo's and abide by the Fundraising Regulator's Code of Fundraising Practice available [here](#).
14. When I ask for money, I will include the following Solicitation Statement, explaining that I will be making a personal contribution of the Deposit, and Barnardo's will be paying the Balance of Expedition Cost from the sponsorship money that I raise, and that this amount paid by the charity will not exceed 50% of the Fundraising Pledge:

***I am currently fundraising for Barnardo's by taking part in the Mount Toubkal Trek. As part of my fundraising, Barnardo's will be paying trip costs of £955. This amount is equal to no more than 50% of my fundraising target, and if for any reason I do not hit my target I will be covering the shortfall from my own funds. Any fundraising that is raised over and above my fundraising target will go directly to Barnardo's.***

15. I will make it clear when fundraising in connection with the Event, that the money is not given subject to any conditions and that the funds will not be returned if the Event is cancelled, or I do not complete the Event.
16. I understand that written consent must be sought from Barnardo's by emailing [events@barnardos.org.uk](mailto:events@barnardos.org.uk) prior to using Barnardo's name, branding or logos.
17. My fundraising **will not** include:
  - 17.1. Raising funds by carrying out door-to-door or unsolicited collections.
  - 17.2. Collecting funds in any public place without first obtaining written permission from Barnardo's, a licence from the local authority and any other licences or consent as required by law and the Fundraising Regulator's Code of Fundraising Practice.
  - 17.3. Collecting funds on private property (including shops, pubs etc.) without first obtaining written permission of the owner of the private property.
  - 17.4. Conducting any raffle or lottery without first contacting Barnardo's and following any steps required by Barnardo's.
18. I understand that a portion of the funds I raise will be used to cover the Balance of Expeditions Costs, and that Barnardo's cannot claim Gift Aid on any donations that are used to cover these costs.

19. I understand that only once the total amount of donations received has exceeded the Balance of Expedition Costs, may Barnardo's claim Gift Aid on eligible donations made after this point.
20. I will make it clear to donors, that Gift Aid cannot be claimed on donations that contribute towards the Balance of Expedition Costs, but may be claimed on eligible donations once donations raised have exceeded the value of these Costs.
21. I agree that Gift Aid payments cannot count towards the Fundraising Pledge and instead will be considered funds raised over and above the Minimum Fundraising Target.
22. I will only use sponsorship forms issued by Barnardo's. If I wish to use any other type of sponsorship form, I will seek prior written consent from Barnardo's.
23. Barnardo's can terminate my authority to fundraise on their behalf at any time by sending written notice to the email or postal address I provided at the point of registration.

### **Donations & Payments**

24. All monies raised on behalf of Barnardo's are held on trust for Barnardo's and I understand that I have a legal responsibility to ensure that all funds raised in connection with the Event are paid to Barnardo's.
25. I will pay all monies raised in connection to the Event by one of the following means:
  - 25.1. Via an online giving platform (such as, JustGiving).
  - 25.2. To Barnardo's bank account by using the paying-in slips or banking details provided by Barnardo's (I understand these will only be made available upon request).
  - 25.3. By cheque, CAF vouchers or Charities Trust vouchers made payable to 'Barnardo's' and sent to: Barnardo's Challenge Event Team, Barkingside, Ilford, Essex, IG6 1QG.
  - 25.4. By credit or debit card donations made by calling the Barnardo's Challenge Event Team directly on 0208 498 70912.
26. I understand that where fundraising expenses exceed 10% of the sponsorship monies collected, all monies collected must first be paid in to Barnardo's and then all reasonable expenses will be reimbursed on receipt of a written request and proof of expenditure (these expenses may include fundraising materials, travel costs or venue hire, but would not cover trip related costs) . Where expenditure exceeds 40% of any sponsorship monies collected this expense must be cleared first before being incurred (if expenses are likely to exceed 40% of sponsorship monies collected, I will contact the Barnardo's Events team in advance of the activity taking place to agree the process).
27. I understand that if I withdraw for any reason from the Event, any monies raised will be non-refundable and will be treated as a donation to Barnardo's payable in accordance with clause 25.
28. I will send Barnardo's my completed sponsorship forms with details of the names and addresses of sponsors together with the amounts donated or pledged no later than 4 weeks after the Event.

### **Personal data**

29. I understand that Barnardo's will use the information provided by me when registering for the Event for the purpose of promoting and administering my charity place in the Event. Barnardo's may also contact me to discuss my fundraising.
30. I give permission for my personal information to be passed on to the Event Organiser by Barnardo's for the purposes of the organisation, promotion and administration of the Event.
31. The personal information provided by me when registering for the Event may be used for the purpose of sending me communications in line with the consent given when registering for the Event.
32. All personal data held by Barnardo's will be handled and used in accordance with applicable privacy laws and [Barnardo's Privacy Notice](#).

### **Health, safety and fitness**

33. I understand that the Event will be physically challenging and there is a risk of injury. I will prepare myself for the physical challenge of the Event and I will obtain confirmation from my doctor to ensure that I am medically fit to participate in the Event. I confirm that I will not participate in the Event if for any reason I am not, or if I feel that I am not, in a fit state to take part and I confirm that it is my responsibility to seek expert medical advice if appropriate.

### **Liability**

34. Nothing in these terms limits any liability which cannot legally be limited, including death or personal injury caused by negligence.
35. Subject to clause 34, I understand that the activities and/or events I organise to raise funds in aid of Barnardo's are my responsibility, including but not limited, to all costs and liability. Barnardo's bears no liability whatsoever for any events and/or activities I may organise. Barnardo's shall not be liable for any injury, damage or loss to me, my property or to any third party that might occur because of the fundraising activities and/or events that I organise.
36. Subject to clause 34, I understand that I take part in the Event at my own risk, and I will not hold Barnardo's or any connected persons, responsible for any accident, injury or illness to me, for any damage to my property, or for any losses that might occur as a result of my participation in the Event.