

## **Barnardo's Challenge Event Terms and Conditions**

### **TCS London Marathon, April 2025, London**

By applying for entry into the TCS London Marathon 2025 (the "**Event**") in support of Barnardo's, I confirm I understand and agree to the following terms and conditions.

#### **Registration and participation**

1. I understand that in order to take part in the Event, I must register with London Marathon Events Ltd (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.
2. 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.
3. I will be aged 18 years or over on the date of the Event.
4. If my application for a charity place in the Event, in support of Barnardo's, is successful, I will pay Barnardo's within 5 working days of being offered a charity place, a non-refundable registration fee of £100.00 (the "**Registration Fee**"). The Registration Fee will be paid through a link emailed to me by Barnardo's, to secure my place in 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 understand that Barnardo's:
  - a. reserves the right to refuse my application for a charity place in the Event, as a large number of applications are received beyond the number of places available. Barnardo's is not obliged to notify me as to why my application has been refused; and
  - b. reserves the right to withdraw my charity place in the Event at any time in exceptional circumstances, including if I do anything that brings, or could bring, Barnardo's reputation into disrepute or if I do not comply with these terms and conditions.
7. I will inform Barnardo's Challenge Events Team immediately by emailing [lmteam@barnardos.org.uk](mailto:lmteam@barnardos.org.uk) if I am unable to take part in the Event. When my withdrawal is acknowledged by Barnardo's, I will not be liable to raise any further sponsorship.

#### **Minimum fundraising target**

8. I pledge to raise a minimum of £2,300 in aid of Barnardo's, excluding Gift Aid and the Registration Fee (the "**Minimum Fundraising Target**") through my participation in the Event. I understand the aim of this Event is to raise as much above the Minimum Fundraising Target as possible.

9. I Understand that the sum of £2,300 must be paid to Barnardo's by the fundraising deadline which is six weeks after the Event date (the "**Fundraising Deadline**").
10. If I register before 1 November 2024, I pledge to fundraise and/or donate £500 of my Minimum Fundraising Target to Barnardo's by 31 December 2024 in order to show commitment to my charity place. Failure to do so may result in Barnardo's withdrawing my charity place in the Event.
11. Barnardo's Challenge Events Team may ask me to provide a fundraising plan at any time after I have completed my registration in the Event.
12. If at any point I feel unable to raise the Minimum Fundraising Target, I will inform Barnardo's Challenge Events Team immediately by emailing [lmteam@barnardos.org.uk](mailto:lmteam@barnardos.org.uk), so that they can provide support with my fundraising plans.

### **Fundraising**

13. 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.
14. 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](#).
15. I will make clear to everyone supporting my fundraising that I am raising funds '**in aid of**' Barnardo's.
16. I will collect money in aid of Barnardo's in connection with the Event only.
17. I understand that written consent must be sought from Barnardo's by emailing [lmteam@barnardos.org.uk](mailto:lmteam@barnardos.org.uk) prior to using Barnardo's name, branding or logos.
18. My fundraising **will not** include:
  - a. Raising funds by carrying out door-to-door or unsolicited collections.
  - b. 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.
  - c. Collecting funds on private property (including shops, pubs etc.) without first obtaining written permission of the owner of the private property.
  - d. Conducting any raffle or lottery without first contacting Barnardo's and following any steps required by Barnardo's.
19. 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.

20. 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 and payment terms**

21. All monies raised in aid 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.

22. I will pay all monies raised in connection to the Event by one of the following means:

- a. Via an online giving platform (such as, JustGiving).
- b. 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).
- c. 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.
- d. By credit or debit card donations made by calling the Barnardo's Challenge Event Team directly on 0208 498 70912.

23. I understand that if the Minimum Fundraising Target has not been paid by the Fundraising Deadline, I may have to pay any shortfall from my own personal funds within one month of the Fundraising deadline date or in instalments to be agreed in writing with Barnardo's.

24. 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 22.

25. 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.

26. 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.

27. 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. This will allow Barnardo's to process Gift Aid on the donations.

### **Personal data**

28. 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.

29. 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.
30. 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.
31. 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**

32. 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**

33. Nothing in these terms limits any liability which cannot legally be limited, including death or personal injury caused by negligence.
34. Subject to clause 33, 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.
35. Subject to clause 33, 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.

### **Contact Barnardo's**

36. Any questions or correspondence regarding these terms and conditions should be directed to Barnardo's Challenge Events Team, Barkingside, Ilford, Essex, IG6 1QG or 0208 498 70912.