

Fundraising Terms and Conditions

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Responsible: Head of Income

Thank you for choosing to fundraise for CLAPA!

CLAPA relies on voluntary donations and the amazing efforts of our team of inspirational fundraisers, so every pound really does count and will make a huge impact to everyone affected by cleft in the UK. Thank you for your support.

To make sure your fundraising is safe and legal, you must read, understand and agree to these terms and conditions before starting to fundraise for CLAPA. CLAPA may update these terms and conditions at any time; the latest version will always be posted on CLAPA's website.

Registered with



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Cleft Lip and Palate Action (CLAPA) is the operating name of Cleft Lip and Palate Association, a registered Charity in England and Wales (1108160) and Scotland (SC041034), which is a company limited by guarantee registered in England and Wales (5206298).



Contents

Summary	3
Scope	3
Definitions	3
General Terms and Conditions	4
Organising your own event.....	5
Check the law around your specific kind of fundraising	5
Permits, licenses, approvals and consents.....	5
First aid	6
Insurance	6
Fundraising with food	6
Data Protection.....	6
Taking part in a third party's event.....	7
Registration	7
Raising funds and sponsorship	8
Health and Safety	9
Insurance and Liability	10
Withdrawal.....	10
Refusal of Entry	10
Event Cancellation, Postponement and Changes	11
Event Videography and Photography	11
Data Protection.....	11
Support for this Policy	12
Related Documents	12

Summary

The document provides detailed terms and conditions for individuals fundraising on behalf of the Cleft Lip and Palate Action (CLAPA) is the operating name of Cleft Lip and Palate Association. It includes guidelines to ensure that all fundraising activities are conducted safely, legally, and ethically, in line with CLAPA's standards and policies. We ask everyone who is fundraising for us to be aware of and to comply with the following terms and conditions.

Scope

These terms and conditions apply to members of the public who are raising funds for CLAPA on a voluntary basis (i.e. not as a paid member of staff).

This includes (but is not limited to):

- Collecting sponsorship for a 'challenge' event like a run, trek, sponsored silence, etc.
- Collecting donations as part of a fundraising event like a bake sale, tombola or dress-down day
- Collecting donations in lieu of flowers or gifts
- Collection of donations via a collection box or online fund

Definitions

Unless stated otherwise in these terms and conditions:

'The Charity' or 'We/our' refers to Cleft Lip and Palate Action (CLAPA) which is the operating name of Cleft Lip and Palate Association.

'You/Your' refers to the fundraiser agreeing to these terms and conditions.

'Your fundraising' refers to any activities or events taking place in the course of you raising money for CLAPA. This might include fundraising events (organised by you or a third party), activities you have been sponsored to complete (such as a skydive, a run), or the act of soliciting donations.

'Event' refers to any fundraising event, whether organised by you, CLAPA or a third party.

General Terms and Conditions

Please refer to the [Fundraising Regulator Code of Practice](#) for further guidance.

By taking part in **any kind of fundraising** for CLAPA, you **confirm that you have read, understood and agree** to the following terms and conditions:

- If you are under 18, you must have a parent or carer's permission to fundraise.
- Cleft Lip and Palate Action (CLAPA) will in no way be liable for any claim which may arise from your fundraising.
- You are solely responsible and liable for all risk related to or in connection with your fundraising activity. CLAPA will not be liable for any injury or loss that might occur as a result of your fundraising.
- You accept full responsibility and liability for the secure safekeeping of all funds raised or donations received as a result of your fundraising.
- You agree **to pay all proceeds** resulting from the event to CLAPA **within 6 weeks** of the completion date of the event.
- You will contact CLAPA before approaching a **celebrity** so that the Charity can coordinate all contacts and have a record of who has been approached and by whom.
- You will contact CLAPA before approaching large companies (such as high street chains, supermarkets, banks, or other well-known companies) to avoid duplication of contact. As an independent fundraiser, you will refer to your fundraising as being '**In aid of the Cleft Lip and Palate Action (CLAPA)**'.
- You will be **open and honest** with your donors and sponsors about your fundraising and will not bring CLAPA into disrepute. This includes transparency about other beneficiaries to your fundraising (e.g. if it's split between two or more charities or if only profit from the event is to be donated).
- You will contact CLAPA for guidance and permission to use the Charity's **logo and branding** in any promotional materials you wish to produce which relate to the fundraising activity.
- You accept that it is your sole responsibility to obtain all **necessary and appropriate permits, licenses, approvals and consents** prior to starting your fundraising activity. You will abide by all by-laws and regulations relevant to fundraising pursuant to the Charities Act 2006.

If you're unsure about whether or not any of the above terms apply to your fundraising plans, please contact CLAPA.

Please refer to the [Fundraising Regulator Code of Practice](#) for further guidance or contact CLAPA's fundraising team at fundraising@clapa.com.

Organising your own event

From bake sales to sponsored walks to wacky tie days, there are so many kinds of fundraising events you could organise to support CLAPA's work. Before you get started, you must read, understand and agree to these terms and conditions to make sure your event is safe and legal as well as fun.

Contact CLAPA's fundraising team at fundraising@clapa.com if you have any questions.

Check the law around your specific kind of fundraising

The Fundraising Regulator has guidance available around specific kinds of fundraising. This lays out the laws and regulations you need to be aware of when raising money.

You **must check their regulations** around [the specific kind of fundraising you'd like to do](#). This includes:

- [Collecting money or other property](#)
- [Events](#)
- [Lotteries, prize competitions and free draws \(including raffles and auctions\)](#)

Permits, licenses, approvals and consents

Events in public places

If you're holding an event in a public place, you must get permission first, either from the local authority or the property owner. You may also need a special license or permission to put up banners or signs in a public place, play recorded music, or serve food or alcohol.

Contact your local authority to find out exactly what you need to have in place before starting your fundraising. CLAPA may provide a letter of authorisation if this is needed.

Lotteries, raffles and auctions

There are strict laws governing these kinds of fundraising, and you may need to get a license. Check the [Fundraising Code of Practice](#) for more information or contact our fundraising team.

Photographs and Videos

If you are taking photos or videos of other people at your event, you must make attendees aware that you are taking them, how they will be used, and how they can 'opt out' of being included. You must not publish any photos or videos publicly (or share them with CLAPA to publish) without the full consent of all identifiable persons (and/or the consent of their parents/carers if they are children).

First aid

If you're holding an event involving a large group of people, make sure that you have appropriate first aid support in place. You can get advice from St John Ambulance or the British Red Cross.

As a basic guide, there should always be someone on hand to help for smaller events, but for larger events involving around 500 people, there should be a minimum of two qualified first-aiders on site. If your event is even bigger than this, please contact fundraising@clapa.com for additional advice.

Insurance

If your event involves the general public, it's important to have Public Liability Insurance in place. Check first to see if your venue already has this (as will often be the case). If you're holding an event at home or on private property, check your insurance covers this too.

Please be aware, CLAPA cannot take any responsibility for or be held liable for accidents, injuries, loss or damages as a result of your event.

Fundraising with food

To keep everyone safe, check the [Food Standards Agency guidelines](#) on preparing, handling, cooking and storing food.

Data Protection

If you're collecting personal information from people (for example, so they can register for your event), make sure you are following the principles of good data protection. These include:

- Only collect the information you need
- Keep the information safe by using passwords or other methods (this includes ensuring you don't leave filled-in registration or sponsor forms unattended or in insecure locations).
- Do not share it with anyone who doesn't need to see it

- Don't keep it for longer than you need

You can find information about how CLAPA protects and uses personal data in our [privacy policy](#). [Get in touch](#) if you have any questions about keeping people's data safe in the course of your fundraising.

Taking part in a third party's event

This section covers fundraising as part of an event organised by a third-party company, such as taking part in an organised marathon, skydive or other similar events.

This section applies if you have **registered for a third party's event as a fundraiser for CLAPA** with a 'charity place' (see below).

It **does not apply** if you have registered for an event as an **individual unconnected to a charity** and you decide to do your own fundraising as part of this.

This section **does not apply** to gaining a charity place in the **Great North Run** for CLAPA. Charity places for the Great North Run are offered after an annual application process and other terms and conditions apply to this.

In registering for a charity place at an event, you agree to abide by these terms and conditions.

Please contact fundraising@clapa.com if you're unsure about any aspect of these terms and conditions.

Definitions

For the purposes of this section, 'event' refers to a fundraising event that has not been organised by CLAPA but instead by a third-party company ('Event Organiser').

'Registration fee' is the individual ticket price that you are required to pay (either to CLAPA so we can secure a place on your behalf, or directly to the Event Organiser) to guarantee your participation in the event.

'Minimum sponsorship' is an amount which you agree to raise for CLAPA as a condition of participating in this event.

'Charity place' refers to a place in a third party's event which you buy from CLAPA or directly from the event organiser in which you identify yourself as a fundraiser and agree to raise the minimum sponsorship amount for CLAPA. Registration

You must register for a charity place via CLAPA's website or through an approved third party as advised by the charity. These include Sport for Charity, Action Challenge, Skyline and Charity Challenge. CLAPA is not responsible for any loss

incurred if you attempt to register for a charity place at an event through an unapproved third party.

Your registration fee must be paid before you take part in the event. Registration fees are non-refundable but may be transferrable under the Charity's discretion.

The Event Organiser will have their own terms and conditions which you must agree to as part of registering for the event. If you register directly with the event organiser, you must abide by their registration terms and conditions.

All charity place participants must be aged 18+ on the event date unless the event organiser has explicitly stated a different age limit.

By registering for a charity place at an event, you pledge to raise the minimum sponsorship amount (as shown on the listings for each event) for CLAPA as a condition of participating in the event. You understand that the primary aim of your participation in the event is to raise as much money as possible for CLAPA. If you have any concerns about your ability to raise the minimum sponsorship required, you must contact CLAPA as soon as possible so we can support you and/or arrange a different fundraising timescale.

In some cases, after registering and paying a registration fee to CLAPA, you may also have to register or provide other details to the event organiser. All the relevant information and deadlines will be communicated to you by CLAPA far enough in advance to give you a reasonable opportunity to do this. You are responsible for ensuring you complete this process before the stated deadline to confirm your place.

If you have a charity place, all the fundraising you do and/or sponsorship gathered in relation to the event must be for the sole benefit of CLAPA.

CLAPA is not responsible for any additional costs related to your charity place or fundraising including (but not limited to) accommodation, travel, sustenance or materials costs.

Raising funds and sponsorship

You agree to raise a minimum fundraising amount for your place, as advertised and confirmed with you by CLAPA. We will be happy to help you with ideas, guidance and materials to support your fundraising; please contact fundraising@clapa.com.

All [general terms and conditions](#) apply to your fundraising as part of this event. If you organise your own event or activities as part of your fundraising, you must follow [those terms and conditions](#) as well.

You agree that all fundraising you do as part of your participation in this event will be done in a legal and ethical manner. You must not place undue pressure on potential donors or carry out any activities that could harm the charity's reputation.

You are encouraged to collect your sponsorship and other donations through an online fundraising page on an approved platform (such as JustGiving).

If you collect any 'offline' funds, you will hold them on trust and pay them to the charity as soon as reasonably possible and in any case, within 6 weeks of your participation in the event, along with any relevant, fully completed sponsorship forms. You will endeavour to send all fundraising to the charity no later than six weeks after the event date; CLAPA will automatically thank participants for any received funds at this point unless requested otherwise.

Health and Safety

All charity place participants take part in events at their own risk.

It is your responsibility to evaluate your fitness to take part in the event and to ensure you only take part (and/or start training) if sufficiently fit to do so.

If you have any doubts in relation to your health and safety or have an existing medical condition which could impact your participation in the event, you must seek professional medical advice before registering. If you have a health condition which you have disclosed but is not likely to limit your ability to take part in the event, CLAPA will discuss this with you and, where necessary, share the information confidentially with the event organiser to ensure your safety during the event.

If any medical or physical condition arises before the event which is likely to detrimentally impact your ability to take part, you must notify CLAPA and withdraw from the event.

During the event, your health and safety is the responsibility of the Event Organiser. This may be CLAPA if we are the main organiser of the event, but will usually be a third party. They may request emergency contact information before you take part on the day.

Any spectators attending to support you attend entirely at their own risk; CLAPA cannot be held liable for any loss, injury or damage to property arising from your participating in the event.

Insurance and Liability

You are responsible for arranging any suitable personal insurance protection to cover activities/fundraisers leading up to The Event as well as The Event itself. The Charity will not provide any insurance for you; this includes medical, life or liability.

CLAPA cannot be held liable for:

- any accident/injury resulting in a loss or damage to you where it is sustained from participating in The Event.
- any damage/loss as a result of cancellation or changes to The Event, that are beyond the charity's control.
- any accident/injury sustained as a result of an undisclosed pre-existing medical condition or injury.

CLAPA will not accept responsibility for the actions, or any consequences thereof, of any charity place participant during the Event.

Nothing in these Terms and Conditions shall exclude or limit CLAPA's liability in relation to personal injury or death resulting from negligence or breach of statutory duty on The Charity's part.

Withdrawal

Should you wish to withdraw from your charity place, you must notify the charity of this in writing by emailing fundraising@clapa.com.

Your charity place cannot be, under any circumstances, transferred or sold to any other person.

All registration fees are non-refundable if you decide not to take part after completing registration.

If you are not able to take part in the event because of circumstances beyond your control (e.g. medical emergency, bereavement), every effort will be made to transfer your place to a preferable event/time, though there is no guarantee this will be possible.

Refusal of Entry

CLAPA reserves the right to refuse your event registration and/or to end your participation in the event if:

- You fail to complete any part of the registration process (including providing necessary details to the charity and/or a third party by an appointed deadline)

- You have not raised the minimum sponsorship amount agreed when you registered, or no other arrangements have been agreed with regards to your fundraising timetable.
- By participating, you would be going against any medical or health advice due to a pre-existing condition, injury or other medical concern.

Event Cancellation, Postponement and Changes

If the Event Organiser cancels, postpones or changes the Event arrangements, their terms and conditions will apply.

CLAPA will use reasonable endeavours to communicate any such changes as soon as possible to all registered participants.

If the Event Organiser cancels the event, CLAPA will offer a full refund of the Registration Fee for all registered participants via the original payment method.

CLAPA will refund any sponsorship money or donations already collected once a written request has been received for these.

Please note that if sponsorship money was donated via an online fundraising page within 6 months of the refund request, the request must be directed at the relevant online fundraising platform to process. If it was donated over 6 months ago, the refund request must be made directly to CLAPA.

Event Videography and Photography

If CLAPA staff and/or volunteers attend the event, we will take photos and/or videos to use in the future to promote our work, both on and offline.

When posting photographs and/or videos where you (and/or your child) are the subject, we will only use your name, age and connection to cleft in the caption if you have shared this with us and given us permission to do so.

You can ask CLAPA to remove or stop publishing photos or videos of you (and/or your child) at any time and every reasonable effort will be made to do so. For more information, see the [media and story consent policy](#).

Data Protection

Read [CLAPA's Privacy Policy](#) (particularly the section on [fundraising](#)) to learn more about how we use your data.

As part of registering with a third-party event, we will share relevant personal data to these third-party organisations to process your registration payment, secure your place, send you relevant information about the Event and provide fundraising

support. Where appropriate, this may include relevant medical or access information which is used to ensure your safety and wellbeing. These details and any emergency contact details held by CLAPA will be removed after the event in accordance with our Records Management Policy. The Event Organiser will have their own data protection policies and procedures which will govern how they collect, store and use your data.

All details held by CLAPA are stored in secure systems and are never sold, traded or passed on to other organisations for marketing purposes. You can change your contact preferences at any time by emailing info@clapa.com.

Support for this Policy

Contact fundraising@clapa.com if you have any questions or concerns about this policy.

Check the [Fundraising Regulator](#) or the [Charity Commission](#) for general queries about fundraising law.

Related Documents

[CLAPA Privacy Policy](#)

Helpful Resources:

- [The Code of Fundraising Practice](#)
- [Information about the Code from the Fundraising Regulator](#)
- [The Information Commissioner's Office's guide to the GDPR](#)
- [The UK government's guide to the GDPR](#)
- [Committee of Advertising Practice Code \(CAP\)](#)
- [The Broadcasting Committee of Advertising Practice \(BCAP\)](#)