

## Terms and conditions for fundraising in aid of the Construction Youth Trust (CYT). For the purposes of these terms references to "we" or "us" mean CYT.

CYT is very grateful to those who wish to fundraise in aid of CYT. To protect CYT's good name and to protect those who support CYT, if you wish to raise money in aid of CYT you must agree to and comply with the following terms and conditions:

- 1 In these terms and conditions references to an activity includes independent voluntary fundraising events and activities carried out for CYT.
- By raising funds as an independent supporter of us, you are raising money 'in aid of' CYT rather than 'on behalf of' CYT. This means you are raising funds for us independently. You must make this clear in all communications that you use to promote your fundraising activity. You must not indicate or imply that you represent CYT or that your activity is run by CYT.
- When promoting or undertaking your fundraising activity you agree to include the wording: "Construction Youth Trust is a registered charity with number 1094323."
- 4 If you describe our work, you agree to use the wording: "Construction Youth Trust is a charity whose aim is to inspire and enable young people to overcome barriers and discover a career in the construction and built environment sector".
- 5 If you are participating in a run, challenge or other third-party event to raise money in aid of CYT as an individual, you agree you do so at your own risk. CYT will not be held responsible for injury or illness resulting from your participation. You must be over 18.
- 6 If you are organising an activity to raise money in aid of CYT you agree to:
- 6.1 be fully responsible for all costs and expenses relating to the activity including any taxes incurred or arising in connection to your fundraising activity;
- 6.2 be responsible for the safe conduct of the activity and take all steps necessary to protect the health and safety of activity participants and spectators, including carrying out all necessary risk assessments, providing all necessary safety equipment and the supervision of participants and third parties including spectators;
- 6.3 obtain and maintain any appropriate insurance for the activity, to cover, in particular, risk of injury or death to participants and third parties including spectators;
- 6.4 comply with all applicable laws and regulations in relation to the activity and obtain all necessary licences and consents, in relation to the conduct of the activity;
- 6.5 comply with the Fundraising Regulator's Code of Fundraising Practice provisions and Charity Commission Guidelines for events and activities taking place in the UK;



- 6.6 not proceed to fundraise in aid of CYT without CYT's prior approval (please note that proceeding with a fundraising activity will be deemed as your acceptance of these terms & conditions);
- 6.7 not to raise funds with organisations related to gambling, alcohol or tobacco;
- 6.8 not allow children to raise funds on our behalf in respect of any activities without adult participation, or in events which are dangerous for children;
- 7 In relation to publicity materials and photographs and/or films arising from a fundraising activity you must:
- 7.1 only use any sponsorship forms, posters, banners, leaflets, badges or other CYT materials provided to you by CYT (whether in hard copy or electronic form) (CYT Materials) in connection with the specific activities which you have notified CYT of and in connection with which CYT has authorised you to raise money in aid of CYT (Notified Activities);
- 7.2 not use any CYT Materials in connection with any other activities without first obtaining CYT's written approval;
- 7.3 not use CYT's name or logo nor any other CYT trade marks (**CYT Trade Marks**) nor any images of CYT (**CYT Images**) on materials created by you without CYT's prior approval.
- 8 You agree and confirm that you have the requisite authority to allow any photographs or videos taken during or in connection with your fundraising activity and which you have shared with us or used with reference to us on social media, to be used by us for fundraising purposes or to promote the work of CYT, and you will ensure CYT has a lawful basis to do so under GDPR legislation e.g. consent.
- 9 If you collect personal information from anyone who provides, donates or contributes to your fundraising activity, you agree to ensure that such personal data is treated in accordance with data protection legislation.
- 10 If a claim is made against CYT in relation to your activity arising out of any breach by you of these terms and conditions, you agree to reimburse CYT for any reasonable and substantiated sums which CYT pays as a direct result of that claim including, but not limited to, any associated legal or other costs and expenses.
- 11 You agree not to take any costs relating to your activity out of funds, including any event registration fees, raised unless this has been agreed with CYT.
- 12 You agree that you will not do anything to harm CYT's good name and reputation.
- 13 You must not use CYT Trade Marks nor any CYT Images to promote your business (nor that of anyone else) including on any social media platform without separate approval from CYT. In particular, you must not use CYT Trade Marks, CYT Materials nor CYT Images on or in relation to any of your products or services or on the packaging, advertising or promotional materials for your business, products or services nor as part of any domain name.



- 14 If requested to do so by CYT, you agree to immediately stop fundraising in aid of CYT and to then immediately:
- 14.1 return any funds you have raised in aid of CYT to your sponsors or to any persons who have paid to take part in your planned activity (if the activity has not yet happened) and then immediately pay any money (not returned in this way) to CYT; and
- 14.2 stop using any CYT Materials you still have and return them to CYT (or destroy them if asked to do so by CYT) and delete any electronic copies you have of CYT Materials.
- 15 With regards to proceeds of your fundraising activity:
- 15.1 you must ensure that all proceeds from your fundraising are paid to CYT within one month of your fundraising activity.

To transfer donations by electronic transfer to:

Account Name: Construction Industry Trust for Youth

Account Number: 02903350

Sort Code: 30-95-74

Or through our JustGiving page

https://www.justgiving.com/constructionindustrytrust

(When making the transfer please use the reference - 'YOUR SURNAME / ORGANISATION / EVENT' and also send an email to <u>hello@constructionyouth.org.uk</u> letting us know the amount and date of the payment, so we can ensure it is acknowledged and processed correctly).

- 16 You agree that any money you raise through your fundraising activity is unrestricted and CYT is entitled to use any funds raised for its general charitable purposes.
- 17 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.