

# Terms and Conditions

In applying to walk in Walkies for Parkinson's on behalf of Parkinson's UK, I agree to the following:

## **1** Participant, registration and participation

- 1.1 The Participant over the age of 18 who is accompanying one or more Participants below the age of 18 (a 'Child Participant') during the Event will accompany the Child Participant at all times during the event.
- 1.2 If any provision 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.
- 1.3 These Terms and Conditions shall be interpreted in accordance with the laws of England and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English courts.
- 1.4 The Participant acknowledges that participation in the Event is not possible without validly entering into this agreement on these Terms and Conditions and agrees to be bound by them.

## 2 Own place participant

- 2.1 Registered participants may raise sponsorship monies for Parkinson's UK.
- 2.2 The Participant pledges to raise as much money as possible for Parkinson's UK through sponsorship of their participation in the event, which will be used to support the work of Parkinson's UK.
- 2.3 If for any reason the Participant is unable to take part in the event, the Participant will inform the Parkinson's UK Events Team immediately and, subject to undertaking the procedures in clause 5.1, shall forward to Parkinson's UK any outstanding sponsorship monies in accordance with these Terms and Conditions.
- 2.4 The Participant raising funds for Parkinson's UK is not prohibited from raising funds for other charities through sponsorship of this event.

## 3 Donations and payment terms

- 3.1 The Participant is responsible for the safe-keeping of the sponsorship monies they raise in the name of Parkinson's UK arising from their participation in the event until they have transferred the money to Parkinson's UK.
- 3.2 The Participant shall:
  - a) only use sponsorship forms issued by Parkinson's UK and not use any other types of sponsorship forms (unless otherwise agreed with Parkinson's UK).
  - b) no later than 4 weeks after the event send Parkinson's UK (see clause 3.3 (c)) their sponsor forms duly completed with the names and address of all sponsors and the amounts they have donated or pledged, to allow Parkinson's UK to process Gift Aid on donations.
  - c) ensure when collecting cash, it is counted in the presence of at least one witness and complete the finance tally sheet supplied by Parkinson's UK and have the witness sign it. The Participant will send to Parkinson's UK (see clause 3.3 (c)) the tally sheet and, subject to the alternative payment methods set out in clause 3.3, a cheque for the stated amount.
  - d) ensure that all donations made by cheque are sent to Parkinson's UK no later than 1 month after issue in accordance with clause 3.3 (c).
- 3.3 The Participant shall regularly pay all sponsorship money collected on behalf of Parkinson's UK to the Fundraising Team by:
  - a) paying online using their credit or debit card, using their Parkinson's UK fundraising page or a fundraising website such as justgiving.com.
  - b) phoning the Parkinson's UK Fundraising Team on 0800 138 6593 and using their credit or debit card to make the payment; or
  - c) sending cheques and/or CAF vouchers made payable to 'Parkinson's UK' to The Fundraising Team, Parkinson's UK, 50 Broadway, London, SW1H 0DB

### 4 Non-refundable donations, disbursements or losses and deferments

- 4.1 If Parkinson's UK cancels the event or the Participant does not participate in the event for any reason, including rescheduling of the event or substituting an alternative event:
  - a) subject to clauses 4.2 and 5, all monies paid to Parkinson's UK in respect of this event will be treated as a non-refundable donation to support the charity's work;
  - b) Parkinson's UK shall not:

- i) be liable for any costs that the Participant has incurred in relation to the event;
- ii) reimburse the Participant any cost, expenses or loss (including in particular economic or consequential loss) they have incurred in relation to the event;
- 4.2 If the Event is cancelled, registration fees paid to Parkinson's UK shall be subject to a deferment or transfer to another event, subject to availability, but Parkinson's UK reserves the right to treat the registration fee as a non-refundable donation.

# 5 Parkinson's UK's discretion to refund sponsorship monies to sponsors

- 5.1 Parkinson's UK will only refund donations in exceptional circumstances in line with its Refund Policy, which is available by request from the Fundraising Team at <u>fundraising@parkinsons.org.uk</u>.
- 5.2 If Parkinson's UK deems the refund of a donation possible then the donor has to complete a Parkinson's UK refund pro-forma in order for the refund to be processed.

### 6 Fundraising

- 6.1 The Participant will comply with any fundraising guidance and advice issued by Parkinson's UK.
- 6.2 The Participant will use only lawful means to fundraise for Parkinson's UK and will not do anything that may bring the charity's name into disrepute. In particular the Participant will not undertake any of the following:
  - a) house to house collections;
  - b) street collections;
  - c) collect in any public place without first obtaining authorisation from the local authority;
  - d) collecting in any private property (including shops, pubs etc.) without first obtaining permission from the property owner;
  - e) conduct any raffle or lottery or put on any public event without first contacting Parkinson's UK and taking any steps which Parkinson's UK requires.
- 7 Personal data and images

- 7.1 The Participant will obtain all fundraising materials from Parkinson's UK by emailing the Fundraising Team at <u>fundraising@parkinsons.org.uk</u> or phoning 0800 138 6593. The participant will not use Parkinson's UK's logo without permission from the charity.
- 7.2 The Participant understands that photographs and filming may take place as part of their participation in the event.
- 7.3 The Participant understands that any photographs and video content taken could be used for marketing and publicity purposes to promote Parkinson's UK activities, both online and in print and has given the appropriate consent for Parkinson's UK to use photographs or video images of the Participant for this purpose.
- 7.4 Parkinson's UK will retain and use the data the Participant has provided in accordance with prevailing data protection legislation. Parkinson's UK will not sell the Participant's details to third parties nor pass the Participant's details to any third party other than for the purpose of processing the data for this event.
- 7.5 Parkinson's UK's Privacy Policy (at <u>www.parkinsons.org.uk/privacy</u>) to find out how we use, store and protect your personal data.

# 8 Health, safety and fitness

- 8.1 The Participant agrees to take part in the event at their own risk and will not hold Parkinson's UK or any connected persons responsible for any accident, injury or illness sustained for which Parkinson's UK was not directly responsible. Parkinson's UK will be liable for death or personal injury to the extent that it is caused by Parkinson's UK's negligence.
- 8.2 The Participant will fully prepare for the physical challenge of the event and will check with their doctor to ensure that they are medically fit to participate in the event.
- 8.3 The Participant will comply with any health and safety and other rules or guidelines issued by Parkinson's UK or anyone acting on behalf of them.

# 9 Variation and termination

9.1 Parkinson's UK may vary or terminate this agreement by giving written notice (which may be by email) to the Participant. Where possible Parkinson's UK will inform the Participant 5 working days before any changes take effect.

### **10** Statutory rights

10.1 These terms and conditions do not affect the Participant's statutory rights.