

Fundraising Agreement between Macmillan Cancer Support and Event Participant

Thank you for committing to raise money for Macmillan Cancer Support through your participation in the Borneo Hiking Challenge, taking place between 19 - 27 November 2016 (the "Event"). We are very grateful for your support and wish you the best of luck with your fundraising and, of course, with the challenge itself.

Please read the following fundraising agreement carefully:

1. You are a Professional Fundraiser

Because you will be raising funds for Macmillan and the balance of your Total Trip Cost will be deducted from the funds you raise, you receive a benefit and so will be treated as a "professional fundraiser" under the terms of the Charities Act 1992 and the Charitable Institutions (Fundraising) Regulations 1994. This means that an agreement is required between us in order to comply with these regulations. Please read the terms set out below carefully as by signing the registration form for this challenge, you agree to enter into the following agreement with Macmillan.

2. Discover Adventure Trip Costs

When registering for this Event, you enter into a separate agreement with Discover Adventure (DAL), our Tour Operator who will provide the Trip to you.

The Total Trip Cost that is required by DAL in order for you to take part in the Event is made up of a

- Registration Fee of £450 payable by you at the time of Registration; [Macmillan collects the registration fee on behalf of DAL as its disclosed agent.]
- a Basic Trip Cost of £1,600 and
- two potential additional amounts, the Airline Supplement and a Surcharge.

[The conditions under which Macmillan will pay on your behalf the balance of the Total Trip Cost (that is less the Registration Fee which is payable by you) is set out in clause 4 below.]

3. Fundraising for Macmillan

You undertake to raise the Minimum Fundraising Target of £3,950.

- **Provided that** £1,600 of the Minimum Fundraising Target is received by Macmillan at least four months before the departure date (19 July 2016)
- **and** you have provided evidence of having taken out an appropriate insurance policy covering your participation in the Event,

Macmillan will pay from the funds that you have raised the balance of the Total Trip Cost (as defined in clause 3 above) to DAL on your behalf (i.e. Total Trip Cost less Registration Fee that is payable by you at Registration) eight to ten weeks before the departure date of the Event.

The balance of the funds you raise should reach Macmillan no later than 4 weeks after the Event. All sponsorship monies received by Macmillan over and above the balance of the Total Trip Cost it pays over to DAL on your behalf will fund Macmillan's work supporting people affected by cancer.

4. Fundraising Rules:

When undertaking your fundraising activities, you confirm that you will:

- a) when requesting donations, state that:
 - i) the donations are for Macmillan Cancer Support, registered charity in England and Wales (261017), Scotland (SC039907) and the Isle of Man (604);
 - ii) the donations will not be refundable even if you do not or cannot participate in or complete the Event for any reason;
 - iii) you have made a contribution of £450 towards the cost of the Event but that Macmillan will be paying the balance of your trip costs out of the sponsorship monies that you raise, and that the amount paid by Macmillan to the Tour Operator will not exceed 40% of the minimum fundraising target amount.
- b) Accept any and all liability for costs charged to Macmillan for late cancellation as laid out in DAL's terms and conditions for this Event. If cancellation occurs in circumstances where recovery of cancellation charges is indemnified under your travel insurance, you hereby agree that you will co-operate in the recovery of these charges from the insurers and any sums recovered under the policy will be paid to Macmillan.
- c) Under certain circumstances, as set out in DAL's terms and conditions for this Event, DAL will refund to Macmillan any monies relating to the Total Trip Cost paid by it to DAL after deduction of cancellation charges or other allowable costs. You agree that Macmillan shall be entitled to keep any such refunded monies and shall not be obliged to pay them to you
- d) Keep details of the names and address of, and amount donated or pledged by all donors who consent to this, and provide such details to Macmillan within 5 working days of a request by Macmillan so that Macmillan can process gift aid claims. This does not apply to sponsorship raised online through JustGiving or Virgin Money Giving.
- e) Collect in and pay to Macmillan (or procure the payment to Macmillan of) all sums pledged to Macmillan through yourself;
- f) Ensure that all donations made by cheque are made payable to Macmillan Cancer Support;
- g) Pay all outstanding monies received in connection with the Event to us within 4 weeks of your return from the Event;
- h) Not raise money by carrying out house to house collections;
- i) Obtain Macmillan's written consent before collecting in any public place. You will also need to obtain a collector's licence from the responsible local authority (usually local council or police) and to make it clear that you are not an employee or agent of Macmillan;
- j) Not conduct any collection on private property (including shops, pubs etc) without first obtaining the permission of the owner;
- k) Not conduct any raffle or lottery without first obtaining written consent from Macmillan;
- l) Not shake a collection tin or bucket, as this is prohibited by law;
- m) Not do anything to bring the name or reputation of Macmillan into disrepute;
- n) Abide by the Codes of Practice issued by the Institute of Fundraising (<http://www.institute-of-fundraising.org.uk/guidance/code-of-fundraising-practice/>);
- o) Abide at all times by the Data Protection Act 1998;

- p) Contact the charity well in advance of putting on a public event, and ensure that the event and all third parties involved are fully insured;
- q) Obtain all fundraising materials and logos directly from Macmillan, and not reproduce Macmillan's logos or name without Macmillan's express permission;
- r) Indemnify Macmillan and keep Macmillan indemnified from and against any and all loss, damage or liability (whether a criminal or civil) (including, without limitation, legal fees and costs) incurred by Macmillan resulting from a breach of this Agreement by you or any other act or omission by you.
- 5. Termination:** This Agreement shall last until 13 April 2017. Macmillan may terminate this Agreement earlier by sending written notice to you by ordinary first-class post to your address specified above and it shall be deemed received on the second day after the day of posting; On termination of this Agreement you will cease to raise funds for Macmillan and shall pay to Macmillan any sums raised before termination. Your obligation to keep details of the donors and sums pledged and provide them to Macmillan on request shall continue to apply;
- 6. Liability:** Discover Adventure Limited is the sole organiser of the Event and Macmillan is not involved in and does not have any responsibility for the conduct of the Event and except in relation to your death or personal injury caused by the negligence of Macmillan, Macmillan shall not have any liability in respect of any property, loss, injury, damage, costs, claims, loss or liability whatsoever suffered by you in connection with your participation in the Event or this Agreement;
- 7.** The terms of this agreement may only be varied by agreement in writing between us.
- 8.** This agreement is governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with this agreement.
- 9. Data protection:** I have given Macmillan certain information, including medical information, about me and I consent to Macmillan using this data. I understand that it will be necessary for Macmillan to share the data with Discover Adventure Limited and their medical staff in order to organise this event.
- We do not sell or swap your details with any third parties, but in order to carry out our work we may need to pass your details to service companies authorised to act on our behalf.
 - We will keep your details on our database so we can provide you with the best possible support every time you contact us.
 - Macmillan Cancer Support would like to contact you (including by telephone) about our fundraising, campaigning and services for people affected by cancer. If you would prefer us not to use your details in this way please write to Macmillan Cancer Support, 89 Albert Embankment, London, SE1 7UQ, email or telephone us on contact@macmillan.org.uk, T: 0300 1000 200.
 - All participants, supporters and spectators, including friends and families who choose to attend the event confirm that they are happy for their names, video footage, photographs taken of them during the event to be used to publicise the event by Macmillan Cancer Support and its trading companies (Macmillan Cancer Support Trading Ltd and Macmillan Cancer Support Sales Ltd) for commercial and fundraising purposes including, but not limited to marketing material, television broadcasts, social media, advertising, publications, and other documents or mediums that may be made available to the public. Photographs of children will not be used in this manner without express written consent; unless the images are incidental, for example, children's images at the starting line. For further information about how we collect and use personal data, please refer to our Privacy Policy.

Please now read Discover Adventure's Conditions of Entry below:

Discover Adventure Ltd conditions of entry

This challenge is organised by the tour operator, Discover Adventure Limited (DAL), ATOL no. 5636, whose terms and conditions apply to the Challenge and are included as part of this form. Please ensure that you have read and understood their terms and conditions before returning this application form.

Discover Adventure Ltd accepts bookings subject to the following conditions:

1. Financial Security: DAL is fully bonded and licensed by the Civil Aviation Authority for your financial protection. Under the terms of the bonds, monies are secured by insurance guarantees. DAL's ATOL number is 5636.

2. Passports, Visas and Vaccinations: You are responsible for arranging, and must be in possession of, a valid passport and any visas and vaccination certificates required for the whole of your journey. Information given by DAL about these matters or related items (climate, clothing, baggage, personal gear etc) is given in good faith, but without responsibility on DAL. It is your responsibility to obtain any necessary vaccinations for your tour and to do so well before the departure date. DAL does not accept responsibility if your documents are not in order.

3. Insurance: Travel insurance, including cover for baggage, is mandatory for all clients whilst on a tour organised by DAL. Other than liability arising from negligence in respect of death or personal injury caused by DAL or its staff, you travel, together with your personal property including baggage, solely at your own risk at all times. You are wholly responsible for arranging your own insurance and if you join the tour without adequate insurance you may not be permitted to continue, with no right of refund. If you choose not to take out DAL's specially arranged Travel/Cancellation insurance you are responsible for ensuring that you have adequate private travel insurance, with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you make your own arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the tour. You must satisfy yourself that any travel insurance arranged through DAL meets your requirements and you should arrange supplementary insurance if need be. Any claims concerning matters for which you are required to be or are insured must be directed to your insurers. You will be deemed to have read the insurance cover.

4. Medical Form: If you are aged 65 or over or if you have any medical condition that could be adversely affected by exercise, particularly but not limited to a heart condition or asthma, you must provide DAL with a medical certificate from your doctor. By accepting these terms you are confirming that, to the best of your knowledge, your general state of health is good and that you take full responsibility for your health and personal well-being.

5. Tour Authority: You agree to abide by the authority of the leader, who represents DAL, whose decision as to conduct, itinerary and objectives of the tour is final. You must always comply with the local laws, customs and drug regulations of the country/ies you are visiting. If you commit any illegal act or if, in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole or that your general well-being will be put at risk by continuing with the tour, may be asked to leave without the right to any refund for services utilised.

6. Challenge Participation: We accept your booking on the understanding that you realise the hazards involved in this type of tour, including injury or death, disease, loss or damage to property, and that you come on the tour at your own risk. Other than liability for negligence in respect of death or personal injury caused by DAL and its staff, DAL accepts no liability for any injury resulting from the hazards of trekking, cycling or any other activity included or not included in the itinerary, or for any other mishaps to yourself or your property or personal effects (which you should adequately insure against loss, theft and damage), or by reason of any representation (unless fraudulent), or for consequential, economic or indirect loss or damage or as a consequence of flight cancellations, strikes, local political conditions, wars, terrorist activity, riots, civil strife, industrial disputes, sickness or unforeseeable circumstances or events outside DAL's reasonable control. Subject as aforesaid, DAL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with its performance or contemplated performance, is limited to twice the price paid by you for the tour. Any independent travel arrangements that you make are also at your own risk. Any safety equipment supplied for activities must be worn correctly at all times.

7. Itinerary: While DAL endeavours to follow the published itinerary there may be exceptional circumstances when it is not possible to do so. Due to the nature of the tour arrangements have to be planned well in advance, so changes may have to be made and DAL reserves the right to cancel or modify the itinerary as necessary. Should a material change be necessary DAL will inform you as soon as reasonably possible. A material change includes, for example, a significant change of destination, route, a change of flight time by more than 12 hours or a change of airport. If DAL is forced to cancel your travel arrangements any refunds or compensation available will be paid (if applicable) to Macmillan Cancer Support on your behalf.

8. Travel/Flights/Delays: The timings of air, road or rail departures are estimates only. DAL cannot accept liability for any delay in your flight from or to the UK, whether the cancellation or delay is caused by adverse weather conditions, rescheduling by an airline, airport authority and/or action by air traffic controllers, mechanical breakdown or industrial action or any event outside DAL's reasonable control. Where long flight delays result in lost challenge time, no refunds are given by hotels or suppliers. Similarly, airlines do not offer compensation for flight delays. In recognition of the above DAL's travel insurance policy offers some monetary compensation for flight delays over 12 hours to cover lost time or delayed return. DAL will give no refunds or compensation for lost time or for any services included in the itinerary not utilised. Any flights forming part of the tour arrangements are subject to the conditions of the carrying airline, which in most cases limit the airline's liability to the passenger in accordance with International Law and conventions. DAL accepts no liability for failure by air carriers, sea carriers, rail carriers or hotel keepers to fully provide any services to be supplied by them.

9. Equipment: If you take your own equipment on tour you are responsible for any charges for transportation levied by the airline, including excess baggage charges. In the event that any equipment (whether hired or not) is delayed or lost on the outward journey, DAL will not be responsible financially or otherwise for your inability to start or continue the tour, unless such delay or loss is due to the negligence of DAL or its staff.

10. Complaints: Should you have a complaint about any of the tour arrangements, you must immediately tell both the relevant supplier and DAL's representative at the time. It is only if DAL and the relevant supplier know about problems that there will be the opportunity to take appropriate action.

11. Your Financial Protection: When you buy a flight inclusive Trip from DAL, you will be protected by our Air Travel Organiser's Licence Number (ATOL No 5636). We, or the suppliers of the services you have bought, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. Not all trips or travel services offered and sold by DAL will be protected by the ATOL Scheme.

As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT), DAL has provided a bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of DAL's insolvency, protection is provided for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with DAL. In the above circumstances, if you have not yet travelled you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

12. Minimum Age: Participants must be 18 years or over.

13. Participants : DAL reserves the right to refuse participation to anyone at any time without having to disclose the reason.

14. Amendment: These conditions may only be amended or waived by a director of DAL in writing