

- 7.2 In raising money for WTW the Participant shall inform all individuals and organisations that it approaches for support that s/he is a professional fundraiser and provide the information required in Section 60 of the 1992 Act.

8 Term of Agreement

- 8.1 This Agreement will commence on the Commencement Date and continue until either the Participant has collected all of the funds raised or until the Participant has raised sufficient funds to receive the maximum payment from WTW under the terms of this Agreement and such payment has been made by WTW.
- 8.2 Either Party may terminate this Agreement:
- 8.2.1 immediately by written notice to the other as a result of a breach of this Agreement by the other;
- 8.2.2 by serving ten (10) days written notice on the other.
- 8.3 Notwithstanding termination of this Agreement Clauses 5, 7, 11, 18 and 19 shall survive termination.

9 Consequences of Termination

- 9.1 Unless this Agreement has been terminated by WTW as a result of a breach of this Agreement by the Participant, if on termination the Participant has raised sufficient funds for WTW to make a payment to the Participant under the terms of this Agreement, WTW shall make such a payment within ninety (90) days of the termination of this Agreement.
- 9.2 On the termination of this Agreement the Participant shall:
- 9.2.1 no longer be authorised to use WTW Name and/or WTW Logo;
- 9.2.2 ensure that any money owed to WTW is paid in accordance with the terms of this Agreement and any terms of this Agreement relating to any money held by the Participant on behalf of WTW shall remain in force notwithstanding the termination of this Agreement until all such money has been paid to WTW; and
- 9.2.3 no longer claim any further connection with WTW.
- 10 Copyright and Use of the WTW Name and WTW Logo
- 10.1 The Participant shall be entitled to use WTW Name and WTW Logo on:
- 10.1.1 any on-line fundraising page that is created on a platform supported by WTW;
- 10.1.2 on any materials which are provided by WTW.
- 10.2 The Participant shall not make any other use of WTW Name or WTW Logo without the prior written approval of WTW.
- 10.3 The Participant is not permitted to use any logo associated with the Event or otherwise owned by WTW in relation to their fundraising activities unless such logos are included in any template provided by WTW when such templates shall not be amended and the Participant shall not use any other name or logo such a template.

11 Data Protection

- 11.1 The name and contact details of any donor making a donation to WTW shall be recorded and used in accordance with WTW's data protection subject information statement from time to time.
- 11.2 When the Participator makes contact with their personal network to raise funds for a charity, this will normally be exempt from compliance with the DPA on the basis that such contact is of a personal nature. As the Participator may receive payment as a result of the fundraising that they are undertaking it is possible that the exemption may not apply. If the exemption does not apply the Participator shall be responsible for ensuring compliance with the DPA and shall Process such Personal Data in accordance with the DPA.

12 Notices

- 12.1 Notices shall be in writing and shall be sent to the other Party marked for the attention of the person at the address set out below.
- 12.2 No form of electronic communication other those specified in this Agreement may be used for the purposes of transmitting any form of notice under this Agreement.
- 12.3 Any notice or other document:
- 12.3.1 correctly addressed sent by:
- 12.3.1.1 first-class mail shall be deemed to have been delivered three Working Days following the date of dispatch;
- 12.3.1.2 registered post shall be deemed to have been delivered three Working Days following the date of dispatch; or
- 12.3.1.3 hand shall be deemed to have been delivered at 9 am on the next Business Day following delivery;
- 12.3.2 for the attention of WTW shall be sent to:
Contact: Unique Challenges
Address: Walk the Walk, 6 Genesis Business Park, Albert Drive, Woking, GU21 5RW.
- 12.3.3 for the attention of the Participator shall be sent to the Participator at:
Address: [as inserted on this online form].

13 Severability

- 13.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be severable from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement so as to achieve so far as possible the same economic effect without rendering the Agreement so amended or modified illegal, invalid or unenforceable.

14 Whole Agreement

- 14.1 Each Party acknowledges that this Agreement contains the whole Agreement between Parties and that it has not relied upon any oral or written representation made to it by the other.

15 Assignment

15.1 This Agreement is personal to the Parties and neither Party may assign the benefit or delegate the burden of this Agreement (other than by WTW making a transfer to a successor organisation), subject at all times to the other Party providing its prior written consent (which consent shall not be unreasonably withheld or delayed).

16 Waiver

16.1 If either Party fails to exercise or delays in exercising its rights or any one of them accidentally or intentionally this does not constitute waiver of such rights and it will not prevent the Party that failed or delayed to exercise such rights from exercising any right or remedy whether contained in this Agreement or any other document which confers rights upon that Party.

17 Amendment

17.1 No amendment or addition shall be made to this Agreement unless made in writing and signed on behalf of all of the Parties.

18 Relationship

18.1 The Parties are neither partners nor joint venture's nor are they entitled to act or represent themselves as agent for the other or to pledge the other's credit.

19 Governing Law and Jurisdiction

19.1 This Agreement shall be governed by the laws of England and Wales, and the Parties shall submit to the exclusive jurisdiction of the English Courts.

20 Third Parties

20.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a Party to this Agreement shall have the right to enforce any term of this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.