

# WALK THE WALK IN ACTION LIMITED

## The Arctic Challenge 2021

### PROFESSIONAL FUNDRAISING AGREEMENT TERMS & CONDITIONS

#### BETWEEN

(1) Walk the Walk Worldwide a company limited by guarantee in Scotland (Company Number: SC201169) and a charity registered with the Office of the Scottish Charity Regulator (Registration Number: SC029572) whose registered office is at 5 Atholl Crescent, Edinburgh, Midlothian, EH3 8EJ (the WTW);

and

(2) [name of fundraiser as declared in this form] of [address as declared in this form] (Participant).

#### Background

(A) The Participant is taking part in an Event organised by WTW.

(B) As part of the Event, WTW agrees that if a Participant raises certain amounts of money for WTW, WTW will refund an element of the costs incurred by the Participant in taking part in the Event.

(C) Whilst WTW is a charity registered in Scotland, the events are organised in and/or depart from England and the charity law applying to England applies to the Event.

(D) Under the Charities Act 1992 if a person is paid more than £1,000 from the money which they raise, they are a professional fundraiser and must enter into a professional fundraising agreement with the charity and notify those people from whom they fundraise, they will be receiving a payment from WTW.

(E) The Participant is a professional fundraiser in relation to WTW as defined in Section 58 of the 1992 Act (as hereinafter defined).

(F) The Agreement is entered into to comply with the 1992 Act and the Regulations (as hereinafter defined).

NOW IT IS HEREBY AGREED AND DECLARED:

#### 1. Definitions and Interpretation

1.1 In this Agreement the following words and phrases shall have the following meanings:

<b>1992 Act</b>	means the Charities Act 1992 (as amended);
<b>Agreement</b>	means this document including the Schedules;
<b>DPA</b>	means the Data Protection Act 1998;
<b>Event</b>	means the [The Arctic Challenge], an event organised by WTW or an event organised by a third party to which WTW has entered a team, including the Participant;
<b>Personal Data</b>	shall have the same meaning as in the DPA;
<b>Processing</b>	shall have the same meaning as in the DPA;
<b>Regulations</b>	means the Charitable Institutions (Fund-Raising) Regulations 1994;

<b>Term</b>	means the period from the date on which this Agreement is signed by both Parties until this Agreement is terminated in accordance with Clause 8 below;
<b>Working Day</b>	means any day which is not a Saturday or a Sunday or a day which has been designated as a public holiday in England and Wales by the Government of the United Kingdom;
<b>WTW Logo</b>	means the logo of WTW as depicted in Schedule 1;
<b>WTW Name</b>	Walk the Walk.

- 1.2 All references to a statutory provision shall be construed as including references to:
- 1.2.1 any statutory modification, consolidation or re-enactment;
  - 1.2.2 all statutory instruments or orders made pursuant to it; and
  - 1.2.3 any statutory provision of which it is a modification, consolidation or re-enactment.
- 1.3 Except where the context otherwise requires:
- 1.3.1 words denoting the singular include the plural and vice versa;
  - 1.3.2 words denoting any gender include all genders;
  - 1.3.3 words denoting persons include firms and corporations and vice versa; and
  - 1.3.4 expressions defined in the 1992 Act and the Regulations have the same meaning in this Agreement.
- 1.4 Should there be any conflict with the terms contained in the main body of this Agreement and the Schedules to this Agreement, the terms contained within the main body of this Agreement shall have precedence.
- 1.5 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, this Agreement.
- 1.6 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

## **2 The Fundraising Activity**

- 2.1 The Participant:
- 2.1.1 will take part in the Event and shall seek to raise funds from their personal networks in order to support the charitable aims of WTW;
  - 2.1.2 may not raise funds by:
    - 2.1.2.1 organising any fundraising events; or
    - 2.1.2.2 engaging in any activity to raise funds (other than to solicit donations from individuals); or
    - 2.1.2.3 allowing any third party to use WTW Name or WTW Logo;
  - 2.1.3 shall collect the funds which are raised and shall either pay such funds to WTW or arrange for such funds to be paid to WTW by the donor;

- 2.1.4 all keep a record of all donations and allow WTW access to such records on request.
- 2.2 Where possible, the Participant shall seek to raise money so that donors provide their donations directly to WTW using electronic payment methods. It is the responsibility of the Participant to ensure that the donor links their donation to the Participant.

### **3 The Obligations of the Participant**

- 3.1 In respect of their activities in raising money for WTW, the Participant shall:
  - 3.1.1 raise funds for WTW in accordance with the terms of this Agreement;
  - 3.1.2 undertake the raising of funds in such a manner that WTW reasonably believes does not bring the reputation of WTW into disrepute;
  - 3.1.3 encourage donors to allow Gift Aid to be claimed on their donation;
  - 3.1.4 not to link the name of any other organisation or charity to WTW Name or WTW Logo;
  - 3.1.5 not commit WTW to providing any benefit or service to any donor;
  - 3.1.6 agree to attend any meeting with WTW called on not less than five (5) Working Days' notice;
  - 3.1.7 ensure that each donor is supplied with a copy of the Participant's statutory statement for professional fundraisers which shall read:

*"All Participants taking part in a Walk the Walk (WTW) overseas challenge are required to pay their own costs in taking part in the events. If a participant raises more than £1850 WTW will potentially refund part of the costs of their challenge. When a participant is entitled to a refund of more than £1,000 they are required to declare to you that they will receive some money from your donation. In this case [insert name of the Participant] will receive between £615 and £3,430 depending on my fundraising levels. This is the Notifiable Amount set out in the Charities Act 1992.*

- 3.2 The Participant shall ensure that they maintain an insurance policy to cover the costs of cancellation of their participation in the Event due to illness, accident or failure to attend the Event due to a transportation failure or issue.

### **4 Status and tax liabilities**

- 4.1 The Parties declare that it is their intention that the Participant shall have the status of a self-employed person and the Participant shall not be entitled to any salary, benefits or pension from WTW.
- 4.2 It is agreed that the Participant shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of the monies paid to him by WTW. The Participant agrees to indemnify WTW against all demands for any primary Class 1 national insurance contributions and any income tax, penalties, fines and/or interest on an after tax basis in respect of the Participant's income hereunder and against its costs of dealing with such demands.

### **5 Fees**

- 5.1 Once the Participant has raised all of the funds that they are going to raise in respect of the Event and once WTW is in receipt of donations raised by the Participant equalling:
  - 5.1.1 Raise £1,850 and Walk the Walk will refund £615

- 5.1.2 Raise £2,600 and Walk the Walk will refund £865
- 5.1.3 Raise £3,350 and Walk the Walk will refund £999
- 5.1.4 Raise £3,850 and Walk the Walk will refund £1280
- 5.1.5 Raise £4,350 and Walk the Walk will refund £1,450
- 5.1.6 Raise £4,850 and Walk the Walk will refund £1,615
- 5.1.7 Raise £5,350 and Walk the Walk will refund £1,780
- 5.1.8 Raise £5,850 and Walk the Walk will refund £1,950
- 5.1.9 Raise £6,350 and Walk the Walk will refund £2,115
- 5.1.10 Raise £6,850 and Walk the Walk will refund £2,280
- 5.1.11 Raise £7,350 and Walk the Walk will refund £2,450
- 5.1.12 Raise £7,850 and Walk the Walk will refund £2,615
- 5.1.13 Raise £8,350 and Walk the Walk will refund £2,780
- 5.1.14 Raise £8,850 and Walk the Walk will refund £2,950
- 5.1.15 Raise £9,350 and Walk the Walk will refund £3,115
- 5.1.16 Raise £9,850 and Walk the Walk will refund £3,280
- 5.1.17 Raise £10,350 and Walk the Walk will refund £3,430
  
- 5.2 The maximum amount that WTW shall pay to the Participant is £3430 and is dependent on final confirmed tour costs.
- 5.3 WTW shall not make any payment to the Participant under the terms of this Agreement if the Participant:
  - 5.3.1 fails to take part in the Event;
  - 5.3.2 does not complete the Event.
- 5.4 If the Event is cancelled the repayment of any fees paid by or for the Participant shall be governed by the booking arrangements for that Event and not this Agreement.
- 5.5 A donor may in some circumstances as set out in the 1992 Act be entitled to cancel the donation and for the donation to be repaid. Should such cancellation take place the Participant shall make repayment to the donor and if the money has already been paid to WTW, WTW shall reimburse the Participant or refund the donor depending upon how the donation was made. For the avoidance of doubt, WTW shall not reimburse the Participant for any repayment made by the Participant which is not in accordance with the provisions of the 1992 Act.
- 5.6 Once the Participant has completed the Event and WTW has confirmed the amount that the Participant has raised, WTW shall pay the Participant the amount due under the terms of this Agreement within ninety (90) days of the amount being confirmed by

WTW.

## **6 Warranty**

6.1 The Participant acknowledges that as a charity, the reputation of WTW is of paramount importance and the Participant warrants that it has not and will not knowingly act in any way which materially damages the reputation of WTW. Without prejudice to the generality of this Clause, the Participant will ensure that his activities are carried out in accordance with the 1992 Act and the Charities Act 2011 and including any Regulations in relation to the same.

## **7 Professional Fundraising**

7.1 The Participant shall comply with all rules of law, by-laws and regulations relevant to:

7.1.1 raising money on behalf of a charity; and

7.1.2 professional fundraising, including but not limited to the requirements of the 1992 Act and the Regulations and any amendments thereto.

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 Participant 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 Participant 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 Participant 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 Participant shall be sent to the Participant 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.