**Fundraising Participator Agreement**

This agreement is between:

(i) Lancashire Mind, a charity registered in England under number 219830 and a company registered in England (registered number 1081427) whose principal office is 80-82 Devonshire Road, Chorley, Lancashire, PR7 2DR

(ii) **Insert Name: “Fundraiser”**

The Fundraiser wishes to take part in The Great North Swim – 1 mile, for the benefit of Lancashire Mind and fundraise a minimum of £175. The terms of fundraising must be followed as set out in this Agreement.

The fundraiser has already paid £22 towards to the total cost of the race place which is £44.

The Fundraiser is not a registered volunteer of Lancashire Mind for the purposes of this challenge and this Agreement is entered into to comply with the Act and the Regulations.

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| **Key Contacts and Review Meetings** | Lancashire Mind and the Fundraiser have appointed the following key contacts with responsibility for the successful working relationship between the Fundraiser and Lancashire Mind:  **Lancashire Mind:** Nicola Tomkins who can be contacted at nicolatomkins@lancashiremind.org.uk  **Fundraiser:**, who can be contacted at **Insert Email Address**  The Fundraiser and Charity Contact will discuss this document and sign either in person, over the phone or via email. |
| **Principal Objectives**  **Events and collections** | The Principle Objectives of this relationship are defined as:  The fundraiser wishes to take part in The Great North Swim. Fundraisers will take part in the run the cost of which is £44. The fundraiser commits to raising a minimum of £175 which will be split as follows;  Commitment to raising a minimum of £175 (breakdown below):   * £153 donation to Lancashire Mind * £22 to cover the swim place |
| **Communications** | The financial contribution made to The Great Run from the monies raised via sponsorship must be made expressly clear to ALL donors and contributors in any communications including but not limited to;   1. Enthuse or online donation platforms 2. Sponsorship forms 3. Social media promotion 4. Verbal communications   The following statement will be made clear to all donors.  *“ Donations made will be payable to Lancashire Mind minus a £22 fee for the Great North Swim. Any money raised above £153 will be donated to Lancashire Mind (Registered Charity Number: 1081427). “*  *“If the event is cancelled, Lancashire Mind will seek advice from The Great Run Company regarding rearranging the event.*  *There are no refunds for the cost of the swim. Those who have sponsored the fundraiser will be asked to honour their donation should the date of the run be changed for reasons outside of the individual’s or Lancashire Mind’s control such as, but not limited to, weather or a health outbreak.*  *Should the Fundraiser be unable to take part in the event they should give Lancashire Mind one months’ notice of the cancellation of their place- the latest date this may be is 21th April 2024. This will give Lancashire Mind time to fill the place. Lancashire Mind will not offer a refund of £22 to the participant should they cancel their place. Should less than one months’ notice, Lancashire Mind ask that the fundraiser pays the remaining £22 to cover the cost of the place to ensure the charity is not at a financial loss.* |
| **Date and Agreement Term** | *This Agreement shall start on* ***Insert date*** *2024 (the* ***“Commencement Date”****) until date of the run on 9th June 2024 or longer if there’s change of date due to reasons outside of the individual’s or Lancashire Mind’s control such as, but not limited to, weather or a health outbreak.* |
| **Further monies raised** | The fundraiser agrees that any further money raised that exceeds the £175 goal must also be made payable to Lancashire Mind. |
| **Collections** | All monies collected should be collected prior to the Swim where donations are clearly stated as contribution to Lancashire Mind, the Fundraiser has a legal duty to pay these to Lancashire Mind within 29 days of collection unless otherwise agreed. |
| **Support** | Lancashire Mind will endeavour to support the Fundraiser with all activities relating to this agreement by providing the Fundraiser with relevant legal information, authorisation and licence application support. |

The parties agree that they will abide by the content of this document and the attached standard terms, together which form the **"Agreement"**.

**STANDARD TERMS**

In this Agreement the term **"Act"** means the Charities Act 1992, as well as any legislation to amend or supersede the Charities Act 1992, in particular but not limited to the Charities Act 2011; and **"Regulations"** means the Charitable Institutions (Fund-Raising) Regulations 1994 (SI 1994/3024) as amended by the Charitable Institutions (Fund-Raising) (Amendment) Regulations 2009 (SI 2009/1060).

Whenever a representation is made that the Fundraiser is making a donation to Lancashire Mind in connection with donations collected, the Fundraiser will include the following information (or such alternative as Lancashire Mind may notify the Fundraiser of from time to time):

*“* [Donations made will be payable to Lancashire Mind minus a £22 fee for the swim . Any money raised above £175 *will be donated to Lancashire Mind (Registered Charity Number: 1081427).*

The Fundraiser will pay all Notifiable Amounts received by it to Lancashire Mind (in such form as Lancashire Mind notifies the Fundraiser within twenty-nine days from the date of receipt by the Fundraiser

The Fundraiser understands that it is not permitted to use Lancashire Mind's in aid of logo until this form is signed and agreed by both parties. The Fundraiser understands that they are not permitted to use the national Mind logo.

Lancashire Mind may terminate this Agreement at any time and without any liability by notice to the Fundraiser.

No variation to this Agreement shall have effect unless made in writing and signed by or on behalf of both Lancashire Mind and the Fundraiser.

The Fundraiser understands that this agreement will start on the Commencement Date.

**THIS AGREEMENT** has been duly executed by the parties on the date first stated above.

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| **SIGNED** by Nicola Tomkins  for and on behalf of  Lancashire Mind  80-82 Devonshire Road, Chorley, Lancashire, PR7 2DR |  | *N. Tomkins* |
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| **Print your name below** | Sign below |  |
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