

## **MAKE NOISE, SAVE LIVES 'in aid of' CALM Fundraising Terms & Conditions**

### **Between:**

**(1)**

**CAMPAIGN AGAINST LIVING MISERABLY (CALM)** (a charitable company limited by guarantee and a registered charity in England and Wales with registered number 1110621, and in Scotland with registered number SC044347) (the "**CALM Charity**"); and

**(2)**

**The 'in aid of' fundraiser** as defined by the Code of Fundraising Practice (the "**Fundraiser**").

### **Definitions:**

These words/phrases will have the following meanings, unless the context otherwise requires:

#### **"Donation"**

Any monies raised which are payable to the Charity in respect of the Activities

#### **"The Activities"**

Any fundraising or awareness raising activities undertaken by the Fundraiser

#### **"The Fundraiser"**

'A volunteer who is raising funds either on their own or with others for a charitable institution independently of the charitable institution' - according to the [Code of Fundraising Practise](#)

### **The Fundraiser must AGREE as follows:**

#### **The Activities**

1. Any Fundraiser organising their own Activities must be aged 18 or over; or seek permission to fundraise from their parent or guardian;
2. Any information provided by the Fundraiser in relation to these Activities may be recorded and used by the Charity in accordance with the Charity's [privacy statement](#);
3. The Fundraiser shall keep the Charity informed of any planned Activities in advance;
4. Activities shall be at the Fundraiser's risk and expense. The Charity will not accept any responsibility or liability relating to the Activities, it's participants or it's costs;
5. Ensure that Activities are organised in accordance with any relevant legislation or statutory guidelines and that where appropriate, adequate insurance cover is provided;

6. The Fundraiser will undertake a full risk assessment and be responsible for obtaining all appropriate [licences and consents](#) as required when organising the relevant Activities;
7. The Fundraiser shall promptly, at the Charity's request, supply the Charity with copies of such assessment licences and valid insurance certificates if required;
8. The Fundraiser shall be responsible for taking all reasonable precautions to ensure the wellbeing of any participants, guests or spectators during the fundraising Activities, including complying with regulations for health and safety, and food or drink;
9. The Fundraiser shall not without prior discussion and written agreement, in the form of a Commercial Participation Agreement with the Charity, sell any product or service promoted as being sold with any proceeds to be donated to the Charity.

### **Brand and Logo**

1. The Fundraiser will only use the ['in aid of' Charity logo](#) as provided by the Charity;
2. The logo and any Charity branded materials will only be used in relation to the Activities. The Fundraiser will terminate the use of the logo and return any unused fundraising materials to the Charity, once such Activities have been completed;
3. Comply with the Charity's brand [guidelines](#) and guidance as below:
  - a) Any materials created by the Fundraiser shall be of satisfactory quality and comply in all respects with all relevant statutory standards;
  - b) State on all materials and digital content, that they are 'in aid of' the Charity;
  - c) State on all notices, advertisements and documents soliciting Donations for the Charity the fact that the Charity is a registered charity, as well as providing its registered charity number/s (1110621 in England and SC044347 in Scotland);
  - d) Any marketing materials and digital content using the Charity's logo and brand are submitted to the Charity for approval prior to their production and use. In the absence of approval, these will not be deemed approved;
  - e) Adhere to the Charity's consent process and not use images or stories in ways that the Charity's beneficiaries/staff/supporters have not consented to. Any materials and digital content using the Charity's case studies and images will be sent for the Charity's approval ahead of use.

## **Fundraising**

1. To only use lawful means to fundraise for the Charity, observe the fundraising rules as per these terms, and comply with any further rules and requirements of the Charity;
2. Obtain prior approval and a letter of authority from the Charity before approaching any businesses, companies, press, celebrities or Charity ambassadors;
3. Ensure that you do not (by act or omission) do anything to bring the Charity's name or reputation into disrepute in any way;
4. Ensure that no one encounters the following behaviour during any Activities:
  - a) unreasonable intrusion on a person's privacy or misuse of their personal data;
  - b) unreasonably persistent approaches for the purpose of soliciting or otherwise procuring money or other property; and
  - c) placing undue pressure on a person to give money or other property.

## **Donations raised**

1. The Fundraiser shall track all Donations raised as part of the Activities that are paid to it or raised in aid of the Charity and keep clear records of such monies;
2. The Charity or its representative may, upon request and reasonable notice, check the records insofar as they relate to monies raised from Activities or Donations collected;
3. The Fundraiser is responsible for the safekeeping of Donations raised in the Charity's name, both during and after the Activities, until safely transferred to the Charity;
4. Donations are not generally refundable, even if the Activity does not take place.
5. The Fundraiser shall collect and pay the Charity all Donations raised as part of the Activities no later than 4 weeks after the completed Activity. Payments can be made via the [MAKE NOISE, SAVE LIVES JustGiving page](#).

**By carrying out the fundraising Activities in aid of CALM,  
you are agreeing to abide by the terms of this agreement.**

**Thank you for making noise and saving lives!**

**MAKE NOISE |  
SAVE LIVES**