### Fundraising Terms and Conditions



For the purposes of these terms and conditions, "The Salvation Army", "we", "our" or "us" means The Salvation Army Trustee Company, a company registered in England and Wales (company number 00259322), whose registered office is 1 Champion Park, London, SE5 8FJ - 0207 367 4819, acting in its capacity as trustee of :"The Salvation Army Trust, registered charity in England and Wales (charity no. 214779), in Scotland (charity number SC009359) and The Salvation Army Social Work Trust (charity no. 215174) and in Scotland (charity no. SC037691)";

The terms and conditions below apply to all independent voluntary fundraising events, challenge events and activities carried out for The Salvation Army. The purpose of these terms and conditions is to help you comply with the law, to keep you protected and to be transparent with our supporters.

- 1. By raising funds for us alone or with others, independently you are raising money 'in aid of' The Salvation Army. It is important for transparency that you make clear in all communications promoting your fundraising activity that your event is "in aid of" The Salvation Army, so the public understand The Salvation Army itself is not running the event.
- When promoting your fundraising activity or producing fundraising materials, you must include the wording: "The Salvation Army Trust, registered charity in England and Wales (charity no. 214779), in Scotland (charity number SC009359) and The Salvation Army Social Work Trust (charity no. 215174) and in Scotland (charity no. SC037691) who's registered office is 1 Champion Park, London, SE5 8FJ.
- 3. If you describe our work, you agree to use the wording: "The Salvation Army puts its beliefs into practice through a programme of practical action, serving our communities, supporting those in need and fighting for social justice. We run over 100 social services centres across the UK to help homeless people, older people, families and people with drug and alcohol addictions".
- 4. You must only use the approved versions of our name and logo, which will be provided in the fundraising pack sent to you, {which are available from <a href="mailto:angela.carlucci@salvationarmy.org.uk">angela.carlucci@salvationarmy.org.uk</a>.}
- 5. You must not make any payments to volunteers, but you can refund their expenses.
- 6. You must not to do anything to bring the name of The Salvation Army into disrepute.
- 7. You must act honestly in all aspects of your fundraising and deal with all donors courteously.
- 8. You must not intrude on a person's privacy, be unreasonably persistent in asking people to donate or place undue pressure on a person to donate.
- 9. You must comply with all laws, rules, regulations, codes, policies and guidance that apply to your fundraising (this includes laws regarding data protection, health and safety and the Fundraising Regulator's Code of Fundraising Practice which can be found here: https://www.fundraisingregulator.org.uk/code/working-with-others/volunteers)
- 10. You must obtain any necessary licences, consents, permissions or policies relevant for your event (such as obtaining permission if collecting on private property or seeking local



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authority permission if required for public collections).

- 11. You must not raise funds by carrying out house-to-house collections.
- 12. If you feel you need any training or further support from us in order to safely fundraise, please let us know.
- 13. To comply with the policy of The Salvation Army, you must not seek funding from companies related with gambling, drink or tobacco; nor raise funds through lotteries and raffles.
- 14. We ask that you return collection tins to us within one month of completing your fundraising activity to the address below.
- 15. You must deal with and store any personal data you collect in a way that meets the Data Protection Act 2018 and UK GDPR. This will include keeping confidential all sponsorship/donation forms and not disclosing personal details (including addresses) of sponsors and donors to anyone else.
- 16. If you provide us with photos or videos, you agree that we can use them for commercial and fundraising purposes. By sending them to us, you also agree that you have gained consent from a parent or guardian for any children shown in the photo and gained consent from any adults shown for their image to be used by us in this way.
- 17. You shall provide us on request with a fundraising report and any other information that we reasonably require to enable us to monitor compliance with these terms.
- 18. The Salvation Army may require you to stop fundraising for us at any time by giving notice in writing and on termination you shall cease to raise funds for us and shall payus any sums raised before termination.

### <u>Gift Aid</u>

19. Gift Aid is a scheme run by the government that enables all charities to claim an extra 25p from HMRC for every £1 that is donated. It is at no cost to the donor, you or us and is very easy to claim by following the correct process. If you can collect donations in a way that allows us to claim Gift Aid, we would very much appreciate it.

20. If you do:-

- a) Without applying any pressure, you should ask all donors whether they will agree to gift aid declarations for their donation (where eligible)
- b) You need to keep an accurate record of thosewho agree to gift aid their donations.
- c) If a participant is due to pay costs against their trip for example, to travel abroad to undertake a challenge event – then the sponsorship of a 'connected person' is only eligible for Gift Aid if the participant has met those costs in full. A 'connected person' is defined as a wife, husband or civil partner; a brother, sister, parent or grandparent; the wife, husband or civil partner of a relative; and a company under the control of the donor or under the control of a connected person.



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### **Responsibility for your Fundraising Activity**

- 21. You are fully responsible for the fundraising activity and it is your responsibility to organise all aspects of it.
- 22. You accept you are not covered by our insurance for your fundraising activity.
- 23. Fundraising events are undertaken at your own risk. For instance, you may need to carry out a health and safety risk assessment for your event and ensure that all participants are fully briefed and adequately supervised.
- 24. You are responsible for any costs, expenses, or taxes incurred or arising in connection with your fundraising activity.
- 25. The Salvation Army cannot accept any responsibility or liability for your fundraising activity, or for any injury or loss to you, or any persons involved with your fundraising activity or for any liability, losses, costs, injuries or claims incurred or arising from your fundraising activity (except for death or injury caused by The Salvation Army's negligence or any other liability which the law does not permit us to exclude) and you agree to reimburse us for all liability, losses, costs and claims incurred by us arising as a result of your fundraising activity.
- 26. If the event is cancelled or you are unable to take part for any reason, you should contact your sponsors and ask if they are happy for the money to be donated to The Salvation Army, and you (or the charity, if funds have already been donated) should issue a refund if they are not.

#### **Proceeds of your Fundraising Activity**

28. All proceeds from your fundraising should be paid within one month of your fundraising activity and can be paid via our online donation platform

Here is the general pay in your fundraising link - <a href="https://www.salvationarmy.org.uk/?form=pay-your-fundraising">https://www.salvationarmy.org.uk/?form=pay-your-fundraising</a>

29. Payment by cheque is to 'The Salvation Army' at the address below.

The Salvation Army Fundraising Events Unit 1 Champion Park London SE5 8FJ.

#### <u>Children</u>

30. To comply with our policy Children are not permitted to undertake any public collections without adult participation or undertake any activities which are dangerous. Anyone under-18 is required to get a parent or guardian to agree to these Terms & Conditions before undertaking any fundraising activity. Responsibility for confirming agreement must be confirmed in writing by email to <u>challenge@salvationarmy.org.uk</u>