**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) X........................... “Fundraiser”

The Fundraiser wishes to take part in a skydive for the benefit of Lancashire Mind and fundraise a minimum of £350 (£350 does not include the £50 deposit paid by the Fundraiser upon booking via the Lancashire Mind website). The terms of fundraising must be followed as set out in this Agreement.

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.

|  |  |
| --- | --- |
| **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:** Emma Bateson who can be contacted at [emmabateson@lancashiremind.org.uk](mailto:emmabateson@lancashiremind.org.uk) / 01257 231660  **Fundraiser:**, who can be contacted at [X......................}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 a sky dive, as part of the ‘Shine for Sian’ Campaign which raises money in memory of Sian Waterhouse. Fundraisers will take part in this skydive the cost of which for each fundraiser is £225. The fundraiser wishes to raise a minimum of £350 which will be split as follows;  -£175 made payable to the Black Knight PC (paid by Lancashire Mind to BKPC)  -£175 minimum donation to Lancashire Mind. |
| **Communications** | The financial contribution made to Black Knight PC 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. Just giving 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 £175 fee for the skydive. Any money raised above £175 will be donated to Lancashire Mind (Registered Charity Number: 1081427) in memory of Sian Waterhouse under the Shine for Sian Campaign.”*  *“If the jump is cancelled, the fundraiser will be asked to rearrange the jump as soon as possible. There are no refunds for the cost of the jump. Those who have sponsored the fundraiser will be asked to honour their donation should the date of the jump be changed for reasons outside of the individual’s or Lancashire Mind’s control such as weather or a health outbreak.* |
| **Date and Agreement Term** | This Agreement shall start on……. (please insert today’s date) (the **"Commencement Date"**) until *date of the sky dive ………… (please insert date) longer if there’s change of date due to weather.* |
| **Further monies raised** | The fundraiser agrees that is any further money is raised that is exceeds the £350 goal this must be made payable to Lancashire Mind. |
| **Collections** | All monies collected should be collected prior to the skydive 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 £175 fee for the skydive. Any money raised above £175. *will be donated to Lancashire Mind (Registered Charity Number: 1081427) in memory of Sian Waterhouse under the Shine for Sian Campaign.”*

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

The Fundraiser understands that it is not permitted to use Lancashire Mind's logo until this form is signed and agreed by both parties, and only then if the words “in aid of” are clearly written above or next to the Lancashire Mind logo. 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. The Fundraiser must not sell any items to raise money for Lancashire Mind or collect donations until the Fundraiser receives a copy of this Agreement signed by Lancashire Mind.

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

|  |  |  |
| --- | --- | --- |
| **SIGNED** by Emma Bateson  for and on behalf of  Lancashire Mind  80-82 Devonshire Road, Chorley, Lancashire, PR7 2DR | ))) | Ebateson |
|  |  | |

|  |  |  |
| --- | --- | --- |
| **Print your name below** X***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** | Sign below | X |
|  |  | |