## **Fundraising Terms and Conditions**



COCO exists to raise funds for life-changing education programmes. It is imperative to our mission that all of our supporters agree to our fundraising terms and conditions so that COCO can invest our resources efficiently and effectively. Thank you for your support.

It is COCO's policy that if a person or organisation has an outstanding sponsorship amount from a previous challenge, they will not be permitted to take part in future challenges.

Prior to participation in any fundraising event or activity at COCO, participants must agree to the following terms:

- 1. I agree to raise the minimum sponsorship amount for COCO to take part in this event (as indicated by the 'Fundraising Target' in the event information page).
- 2. I agree to have raised 80% of the minimum sponsorship amount at least 14 days prior to the event.
- 3. I agree to reach 100% of the minimum sponsorship within 14 days after the event.
- 4. I agree to inform COCO as soon as possible if for any reason I am unable to take part in the event, to increase the likelihood of reallocating my place.
- 5. I agree to inform COCO as early as possible if I am struggling with my sponsorship, to access support to meet my target. Please note that it is COCO's policy to always declare fundraising totals in net profits. Anyone raising funds on behalf of COCO should follow this procedure as best practice.
- 6. I understand that my deposit is non-refundable.
- 7. I am medically fit to participate in the event and understand that I enter at my own risk and if the event is overseas, I will purchase my own individual adequate insurance and share a copy of this if necessary. The organisers shall not be held responsible for any injury or illness that may be caused to myself as a result of the event or for any property lost during the event.
- 8. I agree to abide by the instructions of the event organisers.
- 9. I consent for COCO and/or the co-organiser of the event to use photographs of me taken during the activity for the promotion of subsequent events. Images will be stored in a secure location and only authorised staff will have access to them. They will be kept as long as they are relevant and after that time destroyed or archived. If I wish to withdraw this consent, I will contact COCO prior to the event to inform them of this.
- 10. Any monies forwarded and deposited into COCO's account cannot be refunded, in accordance with regulations set out by the <u>Institute of Fundraising</u>, <u>Fundraising Regulator</u>, and the <u>Charities Commission</u>. In the event of my withdrawal due to illness or circumstances outside of my control I will be given the option to defer. At this stage the non-refundable deposit and any costs incurred by COCO will be deducted from my fundraising total and the remaining amount deferred to the next available event. Should I not wish to defer, COCO will contact donors of any sponsorship already deposited into a COCO account to explain the situation and will give donors the option to have their donation returned. All participants must ensure that their donors and supporters are fully aware of this clause.

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- 11. I understand that COCO and any third-party event organisers are not responsible for any loss, cancellation, curtailment, damage or injury arising as a consequence of Acts of God, fire, natural disaster, weather conditions, computer or systems failure, acts of war (declared or otherwise), terrorism, civil unrest, military or usurped power, confiscation by or under the order of any government or public local authority, or any other reason beyond their control. COCO is not liable for refunds, for loss or costs incurred following actions such as cancelling or prematurely ending the challenge as a result of advice from government or official bodies. Should COCO have to cancel or curtail the challenge for reasons beyond their control they will not be able to refund any of my fundraising, as the funds to finance COCO's partnerships and/or the event itself may have already been expended.
- 12. I have read and understand the following rules with regards to Gift Aid:

Gift Aid is a government refund of tax paid on gifts. Gift Aid is not included in your fundraising target - this is standard practice in the charity sector, because not all fundraising qualifies for Gift Aid, and not all donors are eligible, so your fundraising target is made up of direct donations only.

In addition, if you are paying for a challenge out of your fundraising (i.e. some of the sponsorship will cover the cost of a trek or a flight), then you can't claim Gift Aid at all, because HMRC sees that you are getting a benefit from the fundraising i.e., a once-in-a-lifetime trip to Peru!

The reason behind this official HMRC guidance is because, when sponsoring you, the donor cannot be sure if their monies will go to cover the costs or will be a donation to the charity.

However, if you are paying for all the costs associated with your challenge/trip, and 100% of your fundraising is being donated to the charity, then COCO may be able to claim Gift Aid on this. However it still depends on the eligibility of the individual donors, and there's always a possibility that HMRC will reject some Gift Aid claims. For this reason, Gift Aid is never guaranteed and therefore not counted towards fundraising targets.

Thank you for agreeing to these terms and conditions, so that COCO can ensure our fundraising initiatives are successful and your hard-earned funds can be invested efficiently and effectively in creating brighter futures across the globe. If you have any questions about the above terms and conditions, please contact <a href="mailto:hello@coco.org.uk">hello@coco.org.uk</a> or call 0191 261 7427.