

Construction Youth Trust (CYT) (registered charity number: 1094323)

Challenge event specific terms and conditions

CYT is very grateful to those who wish to participate in an event in order to fundraise for CYT. For such participants, you must agree to and comply with the following terms and conditions:

Event details

- 1 These terms and conditions relate to the participant who [has been allocated a place in XXX (the "Event") to raise funds for CYT].
- 2 You must be at least 18 years old on the day that the Event commences to participate.
- 3 You understand that the event is not organised by CYT but by a third-party event organiser.
- 4 The Event is organised by [XXX (the "Event Organiser")].
- 5 By accepting a charity place, you agree to comply with these terms and conditions, the Event Organiser's terms and conditions, and all applicable laws and regulations.

Fundraising

- 6 You agree to raise a minimum sponsorship amount of [£X] (excluding gift aid) (the "Minimum Fundraising Target") for CYT.
- 7 You understand that the registration fee that you have paid is non-refundable and will not be counted towards your fundraising target.
- 8 You agree to meet the following fundraising milestones: [insert]. The full Minimum Fundraising Target must be received by CYT promptly after the Event takes place (preferably within four weeks).
- 9 All funds raised must be paid directly to CYT by electronic transfer to:

Account Name: Construction Industry Trust for Youth
Account Number: 02903350
Sort Code: 30-95-74

Or through our JustGiving page

<https://www.justgiving.com/constructionindustrytrust>

(When making the transfer please use the reference - 'YOUR SURNAME / EVENT' and also send an email to hello@constructionyouth.org.uk letting CYT know the amount and date of the payment, so CYT can ensure it is processed correctly).

- 10 You agree to ensure any cheques relating to your sponsorship are made payable to CYT and sent to the CYT with the event name, and your full name and address.
- 11 Gift Aid will not count towards the Minimum Fundraising Target, but any employer match funding will be included.
- 12 When promoting or undertaking your fundraising activity you agree to include the wording: "Construction Youth Trust is a registered charity with number 1094323."¹
- 13 If you describe our work, you agree to use the wording: "Construction Youth Trust is a charity whose aim is to inspire and enable young people to overcome barriers and discover a career in the construction and built environment sector."
- 14 When fundraising, you will act lawfully and follow the fundraising guidelines given by CYT. You must make it clear you are fundraising in 'aid of CYT' and are not representing on behalf of CYT. You must not do anything that may harm CYT's good name and reputation.
- 15 You acknowledge that you will be contacted by email, phone, SMS and/or post in relation to the specific event you have registered for, ensuring CYT can deliver the necessary administration and communication required to complete your successful participation in the event.

Injury, illness or inability to compete

- 16 CYT will not be held responsible for injury or illness resulting from your participation in the Event.
- 17 If you are injured or otherwise unable to take part in the Event, you must notify CYT in writing as soon as possible.
- 18 Deferral of a charity place to a future event is at the absolute discretion of CYT and is not guaranteed.
- 19 If a deferral is granted: a) you may be required to pay a new registration fee for the deferred event; b) any funds already raised may, at CYT's discretion, be rolled over to the next event, but the Minimum Fundraising Target for the deferred event may be subject to change; and c) deferrals are limited to one deferral unless otherwise agreed in writing.
- 20 If you withdraw and do not defer, all funds raised to date will be treated as donations to CYT and are non-refundable, except where required by law or at CYT's discretion in accordance with Charity Commission guidance.

¹ So long as the charity's registered number is clearly indicated somewhere in all communications, you can use the charity's working name, Construction Youth Trust, elsewhere throughout relevant communications.

- 21 You may not transfer your place to another individual or another event under any circumstance.

Withdrawal of place by CYT

- 22 CYT reserves the right to withdraw your place at any time, including but not limited to the following circumstances: a) failure to pay the registration fee by the specified deadline; b) failure to meet fundraising milestones or the Minimum Fundraising Target; c) failure to comply with these terms and conditions, the Event Organiser's terms and conditions, or applicable laws; d) use of unlawful, unethical, or inappropriate fundraising methods; and e) conduct which, in CYT's reasonable opinion, may bring CYT into disrepute.
- 23 If your place is withdrawn: a) CYT will notify you in writing; b) the registration fee is non-refundable; c) all funds raised to date will be retained by CYT as donations, unless otherwise required by law; and d) CYT may, at its discretion, offer your place to another applicant.

Role and responsibility of the Event Organiser

- 24 The Event is organised and managed solely by the Event Organiser. CYT is not responsible for the organisation, conduct, or operation of the Event, including but not limited to health and safety, event logistics, or any changes to the Event.
- 25 The Event Organiser's own terms and conditions also apply to all participants and you must accept them separately.
- 26 CYT will provide reasonable support to you in relation to fundraising and preparation for the Event but is not responsible for any aspect of the Event itself.

Force majeure

- 27 CYT shall not be liable for any failure or delay in performing any of its obligations under these terms and conditions if such failure or delay results from events, circumstances, or causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil commotion, epidemic or pandemic, government action, natural disaster, or cancellation or postponement of the Event by the Event Organiser ("Force Majeure Event").
- 28 In the event of a Force Majeure Event, CYT: a) will use reasonable endeavours to inform you as soon as practicable; b) may, at its discretion, offer alternative arrangements, including deferral to a future event, but is under no obligation to do so; and c) will not be liable for any costs, expenses, or losses incurred by you as a result of a Force Majeure Event, including but not limited to travel or accommodation costs.

Personal responsibility and liability

- 29 You acknowledge that participation in the Event is physically demanding and may involve risks of injury, illness, or death. You confirm that you are medically and physically fit to take part in the Event and have sought medical advice where appropriate.
- 30 You take part in the Event at your own risk. CYT, its employees, agents, and volunteers accept no liability for any injury, loss, damage, or expense suffered by you or any third party in connection with the Event, except where caused by CYT's negligence or fraud, or where liability cannot be excluded by law.
- 31 You are responsible for arranging your own insurance cover for personal injury, travel, and any other risks associated with participation in the Event.
- 32 You agree to comply with all health and safety instructions issued by the Event Organiser and CYT.
- 33 If a claim is made against CYT in relation to the activity or arising out of any breach by you of these terms and conditions, you agree to reimburse CYT for any sums which CYT pays as a result of that claim including, but not limited to, any associated legal or other costs and expenses.

Data protection and use of images

- 34 In relation to publicity materials and photographs and/ or films arising from the Event, you must:
 - 34.1 only use any sponsorship forms, posters, banners, leaflets, badges or other CYT materials provided to you by CYT (whether in hard copy or electronic form) (**CYT Materials**) in connection with the specific activities which you have notified CYT of and in connection with which CYT has authorised you to raise money in aid of CYT (**Notified Activities**);
 - 34.2 not use any CYT Materials in connection with any other activities without first obtaining CYT's written approval;
 - 34.3 not use CYT's name or logo nor any other CYT trade marks (**CYT Trade Marks**) nor any images of CYT (**CYT Images**) on materials created by you without CYT's prior approval.
- 35 You agree and confirm that you have the requisite authority to allow any photographs or videos taken during or in connection with the Event and which you have shared with CYT or used with reference to CYT on social media, to be used by CYT for fundraising purposes or to promote the work of CYT, and you will ensure CYT has a lawful basis to do so under GDPR legislation e.g. consent.

- 36 If you collect personal information from anyone who provides, donates or contributes to your fundraising activity, you agree to ensure that such personal data is treated in accordance with data protection legislation.
- 37 You must not use CYT Trade Marks nor any CYT Images to promote your business (nor that of anyone else) including on any social media platform without separate approval from CYT. In particular, you must not use CYT Trade Marks, CYT Materials nor CYT Images on or in relation to any of your products or services or on the packaging, advertising or promotional materials for your business, products or services nor as part of any domain name.
- 38 You acknowledge that CYT will share your contact details with the Event Organiser.

General

- 39 These terms and conditions may be updated by CYT from time to time. The latest version will be available on CYT's website or provided to you on request.
- 40 If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 41 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.