



# **Fundraising Agreement and ASPH Fundraising Website Terms and Conditions**

## **Fundraising Agreement**

Thank you for offering to raise money for the Ashford and St. Peter's Hospitals' Charitable Trust Fund (ASPH Charity), registered charity number 1058567.

In order to meet fundraising regulations, we need to make you aware of certain matters to ensure you have a happy and safe fundraising experience.–Please take a moment to read and familiarise yourself with the following.

This is an agreement between the Fundraiser and ASPH Charity for the event / activity described on the website, taking place on the date(s) specified.

1. The Fundraiser will comply with the local council's guidelines regarding fundraising and relevant health and safety regulations.
2. The Fundraiser will ensure that all fundraising is conducted in a safe and legal manner.
3. The Fundraiser will ensure that the event / activity that they are organising complies with relevant rules and regulations relating to fundraising.
4. The Fundraiser will only use lawful means to fundraise for ASPH Charity and must not do anything that harms or is likely to harm ASPH Charity reputation.
5. The Fundraiser is authorised to use ASPH charity promotional material relating to the fundraising activity. The Fundraiser will have this material approved by ASPH Charity team before finalisation. The ASPH Charity number must be included in this material. ASPH Charity name and logo must not be used for any other purpose.
6. The Fundraiser agrees to make clear to donors and participants that funds donated will support Ashford and St Peter's Hospitals' Charitable Fund.
7. The Fundraiser agrees not to invoice the ASPH Charity for, or deduct, fees and expenses from the amount donated. 100% of donations must be paid to the ASPH Charity.
8. The Fundraiser agrees that the ASPH Charity does not accept responsibility or liability for an event or activity that they have organised. The Fundraiser agrees that they are participating in this activity at their own risk and ASPH Charity shall not be liable in any way for damage, injury or loss that might occur as a result of the event / activity.
9. The Fundraiser agrees that ASPH Charity can terminate their authority to fund raise at any time by sending written notice to their email address.
10. The Fundraiser will ensure that all participants in any fundraising event that they are organising are aware of the requirements of this agreement to a level that is commensurate with their involvement.
11. The Fundraiser declares that they are of legal age and has sufficient legal capacity to be bound by this agreement or to bind a minor for whom he/she is responsible. Fundraising may only be done by a minor with the supervision and consent of his/her parent(s) or legal guardian(s).
12. The Fundraiser understands that they should seek medical advice from their general practitioner if there is any doubt about their physical ability to hold or take part in the event / activity.



## Fundraising materials

We do not routinely supply fundraising materials, but we can provide logos, sponsor forms and collection buckets if needed. Please let us know if you need any of these.

Yes  No

## Terms and conditions for the Ashford and St Peter's Charitable Fund fundraising website

### Acceptance of terms and conditions:

By registering to create a fundraising campaign on the Ashford and St Peter's Hospitals' Charitable Fund website, the user of the site ("the user") accepts the terms and conditions in this document (the "Terms and Conditions").

By accepting the Terms and Conditions, the user declares that he/she is of legal age and has sufficient legal capacity to be bound by the Terms and Conditions or to bind a minor for whom he/she is responsible. Campaign creation may only be done by a minor with the supervision and consent of his/her parent(s) or legal guardian(s).

### Campaign Creation:

The campaign must be intended to raise funds for the Ashford and St Peter's Hospitals' Charitable Fund. The campaign cannot have commercial or political purposes.

The user is responsible for all content related to the campaign, including text, images and videos. The user must ensure that the content of the campaign does not infringe any third party rights. The Ashford and St Peter's Hospitals' Charitable Fund reserves the right to remove any content deemed inappropriate or in violation of the Terms and Conditions.

The campaign must provide accurate, detailed and truthful information about the purpose of the campaign and the amount of funds expected to be raised.

### Responsibility:

The user is solely responsible for the campaign. The Ashford and St Peter's Hospitals' Charitable Fund is not responsible for any error, omission or misconduct of the user.

All donations made by donors to the campaigns created by the user will automatically become property of the Ashford and St Peter's Hospitals' Charitable Fund. Ashford and St Peter's Hospitals' Charitable Fund is not obligated to make any refund of donated funds in the event of cancellation of any account or campaign in accordance with these Terms and Conditions.

The Ashford and St Peter's Hospitals' Charitable Fund is not liable for any damages or harm that may result to the user from the creation of the campaign, including, but not limited to, direct or indirect damages and loss of profits. Specifically, the Ashford and St Peter's Hospitals' Charitable Fund website is not responsible for those damages resulting from errors or viruses that may be caused in the user's computer system (software and/or hardware).

### Cancellation:

The Ashford and St Peter's Hospitals' Charitable Fund reserves the right to cancel any campaign at any time if the Terms and Conditions are violated.



Furthermore, offensive, obscene, threatening, defamatory, libelous, slanderous or harassing content used in any part of the fundraising page or in any communication with others or through campaigns will result in revocation of access and removal of your fundraising page from the website. If there are active campaigns, the Ashford and St Peter's Hospitals' Charitable Fund reserves the right to maintain or cancel such campaigns.

Modifications:

The Ashford and St Peter's Hospitals' Charitable Fund reserves the right to modify the Terms and Conditions at any time and without prior notice. Users are advised to regularly review the Terms and Conditions to be aware of any changes.

If you need to contact us please call **01932 726585** or email [asp-tr.fundraising@nhs.net](mailto:asp-tr.fundraising@nhs.net)

***Thank you in advance for your great support.***