

Terms & Conditions for business fundraising promotions in aid of Pump Aid ("T&Cs")

Pump Aid is very grateful to those who wish to fundraise in aid of Pump Aid. To protect Pump Aid's good name and to protect those who support Pump Aid, if you wish to raise money in aid of Pump Aid you must agree to and comply with the following:-

1. **Interpretation** - In the T&CS and the rest of the Agreement the following terms have the following meanings:-

Agreement – if we accept your Application, the agreement entered into between you and us made up of your Application, our Permission Letter, these T&Cs and the Guidance

Application – your completed application to fundraise in aid of Pump Aid

Fundraising Materials Created By You – promotional or fundraising materials produced by you or on your behalf which incorporate any of the Pump Aid Trade Marks or Pump Aid Images (including signs, posters, banners, leaflets, T-shirts, forms and content of website pages)

Fundraising Promotion - any type of activity, promotion or sales or advertising campaign carried out by you in which you indicate that any payments, goods or other items are to be provided or collected by you to support Pump Aid. Some non-exhaustive examples of Fundraising Promotions are set out in the Guidance

Guidance – the guidance on **Business Fundraising Promotions in aid of Pump Aid** (which can be found at www.pumpaid.org/support-us/corporate-fundraising)

Payment Dates – the dates by which Promotion Proceeds must be paid to us as indicated in the Permission Letter, or where no payment date is specified in that letter, then the date 30 days after the date of the event, purchase, donation or other action to which the Promotion Proceeds relate

Permission Letter – the letter we send to you in response to your Application confirming that we authorise you to fundraise in aid of Pump Aid by the Fundraising Promotion referred to in your Application

Promotion Participant – someone who takes part in one of your Fundraising Promotions

Promotion Proceeds – all donations to Pump Aid collected by you and all other sums which you have told us, your customers or any other Promotion Participants, will be paid to us in connection with a Fundraising Promotion undertaken by you

Pump Aid Representative - an individual who is designated as one of your contacts at Pump Aid as set out in the Permission Letter or someone else nominated by one of those contacts or Pump Aid Director of Fundraising

Pump Aid Materials - sponsorship forms, posters, banners, leaflets, stickers, badges, collection boxes or other Pump Aid materials provided to you by Pump Aid (whether in hard copy or electronic form)

Pump Aid Trade Marks - The "Pump Aid" name, the "Water for Life" strap-line, the Pump Aid logo and any of Pump Aid's other trade marks

we/us – Pump Aid and/or its wholly owned trading company, Pump Aid Trading Ltd

you – the business which is to carry out the Fundraising Promotion and the owners of that business.

2. **Your responsibilities** - In relation to any Fundraising Promotion carried out by you, you agree to:-

- 2.1. Comply with the **Guidance** and any other fundraising or other guidance which we send you;
- 2.2. Be responsible for all costs and expenses relating to the Fundraising Promotion;
- 2.3. Be responsible for the safe conduct of the Fundraising Promotion and take all steps necessary to protect the health and safety of Promotion Participants and spectators and the general public, including carrying out all necessary risk assessments, providing all necessary safety equipment and the supervision of Promotion Participants and spectators;

- 2.4. Make Promotion Participants aware of any risks associated with taking part in the Fundraising Promotion and of any medical condition or impairment that may mean that it would be detrimental to their health if they participate in the Fundraising Promotion;
- 2.5. Ensure that any products or services sold or otherwise promoted in connection with the Fundraising Promotion are of good quality and safe;
- 2.6. Ensure that the Fundraising Promotion, and any products, services, events or activities sold or otherwise promoted in connection with the Fundraising Promotion, comply with all applicable laws, regulations and codes of conduct including laws relating to product safety, health and safety, consumer protection and charity fundraising;
- 2.7. Obtain and maintain appropriate insurance for the Fundraising Promotion and for any products, services or events sold or made available in connection with the Fundraising Promotion including appropriate public and product liability insurance in respect of customers, volunteers, Promotion Participants and spectators. If we ask you to do so you must provide us with evidence to show that this insurance has been taken out and is in force;
- 2.8. Allow us and our representatives access to your premises, and any other premises where the Fundraising Promotion is to be held, to inspect the way in which the Fundraising Promotion is being carried out and the way in which you are using Pump Aid Materials and any Fundraising Materials Created By You;
- 2.9. Deal promptly and reasonably with all Promotion Participants and any complaints relating to the Fundraising Promotion;
- 2.10. Notify us promptly of:-
 - 2.10.1. Any complaint which relates to us or the Fundraising Promotion and consult with us prior to responding to the complaint; and
 - 2.10.2. Any allegation or concern that any products or services or events sold or promoted in connection with the Fundraising Promotion are unsafe or contrary to any laws or regulations; and
- 2.11. Make clear that you are raising funds in aid of Pump Aid and not indicate or imply that you represent Pump Aid or that your Fundraising Promotion is run by Pump Aid.
3. If we approve your Fundraising Promotion that does not mean that we have endorsed your business, products, services or events and you must not make any statement that suggests that this is the case.
4. You must not do, or omit to do, anything in connection with the Fundraising Promotion which may be incompatible with, or contrary to, Pump Aid's charitable objects or may harm Pump Aid's good name or reputation.

5. Payments and Records

- 5.1. You shall pay all Promotion Proceeds (plus VAT where applicable) to us in full in accordance with the arrangements set out in the Permission Letter and by the Payment Dates.
- 5.2. You shall send to us by each Payment Date (and on expiry or termination of the Agreement) a true and accurate statement of:-
 - 5.2.1. The Promotion Proceeds due to us and a breakdown of the amount of each different category of Promotion Proceeds due;
 - 5.2.2. The number of products, services or tickets sold, items recycled or other actions taken during the relevant period in respect of which Promotion Proceeds are due to us; and
 - 5.2.3. Such other information as we may reasonably require in relation to the Fundraising Promotion.
- 5.3. If you are late in paying any Promotion Proceeds to us, we shall be entitled to charge you interest on such late payment from the date when such payment fell due until the date of payment at the rate of 3% above the base rate of Barclays Bank Plc from time to time. Such interest shall accrue after as well as before judgement and shall be payable on demand. Note – failure to pay sums which you have told your customers or other Promotion

Participants will be paid to support Pump Aid by the dates agreed is a criminal offence and subject to criminal penalties in addition to the remedies under the Agreement.

- 5.4. You shall keep separate, accurate and complete accounting records of the type required in the Guidance ("Accounting Records") throughout the period of your Fundraising Promotion and then for at least two years afterwards. The Accounting Records shall be kept in a form which allows accurate checks to be made as to whether Promotion Proceeds have been calculated and paid correctly.
- 5.5. You shall allow us or our representatives to inspect and audit the Accounting Records on reasonable notice. If any such inspection or audit reveals any discrepancy between payments made by you to us and the records audited, you shall immediately pay any shortfall to us together with interest in accordance with term 5.3. In the event of a discrepancy of more than 5% between the payments made by you to us in respect of a Fundraising Promotion and the records audited, the cost of such inspection and audit shall be paid by you.

6. Claims

- 6.1. You agree that you will not hold us, our officers, employees, volunteers or agents liable for any loss, injury, damage or costs that may result from your Fundraising Promotions caused in any way other than through our negligence.
- 6.2. You shall reimburse us for any costs, claims or liability (including any reasonable legal costs and expenses incurred in relation to any claim and any sums paid by us to settle any claim) suffered by us in connection with:-
 - 6.2.1. Obtaining payment from you of Promotion Proceeds which you fail to pay by the relevant Payment Dates; or
 - 6.2.2. Any claims against us in relation to any Fundraising Promotion or any of your products, services or events sold or promoted in connection with a Fundraising Promotion.

7. Pump Aid Materials, Trade Marks and Images

- 7.1. You must only use Pump Aid Materials and any Fundraising Materials Created By You in connection with the specific Fundraising Promotions which you have notified us of and in connection with which we have authorised you to raise money in aid of Pump Aid. You must not use any Pump Aid Materials or any Fundraising Materials Created By You in connection with any other activities without first obtaining our written approval.
- 7.2. You must not:-
 - 7.2.1. Use Pump Aid Trade Marks nor any Pump Aid Images on any of your products or their packaging;
 - 7.2.2. Use Pump Aid Trade Marks nor any Pump Aid Images on any materials created by you without our prior approval in accordance with term 7.4;
 - 7.2.3. Use Pump Aid Trade Marks as part of any business or trading name nor as part of any domain name; nor
 - 7.2.4. By virtue of the Agreement, obtain or claim any right, title or interest in or to Pump Aid Trade Marks, except the rights of use specifically set out in the Agreement. Note - any rights granted by us under the Agreement are non-exclusive.
- 7.3. Whenever you use the Pump Aid Trade Marks you must comply with Pump Aid's Brand Guidelines as illustrated in Schedule 1.
- 7.4. You must:-
 - 7.4.1. Send samples of all Fundraising Materials Created By You to a Pump Aid Representative for approval at least 14 days before you plan to use them. You must not use the materials until we have approved them. We will endeavour to notify you as soon as possible as to whether or not the materials are approved and of any amendments required;
 - 7.4.2. Ensure that all Fundraising Materials Created By You which are used correspond in all material respects with the samples approved by us; and
 - 7.4.3. Provide us with a copy of any Fundraising Materials Created By You actually used within 1 week of you producing them.

8. If you send us any photos, video or details of your Fundraising Promotion you agree that we may publish or broadcast them to publicise our work and to promote fundraising in aid of Pump Aid. You must ensure that you have the right to authorise this.

9. Termination

9.1. We may end the Agreement by notice in writing to you if:-

9.1.1. You fail to pay to us any Promotion Proceeds within 21 days of the relevant Payment Date;

9.1.2. We suspect that you have misled us regarding the amount of Promotion Proceeds raised;

9.1.3. We consider that the manner in which the Fundraising Promotion is being carried out is unsafe or may harm our reputation;

9.1.4. You are in material breach of any obligation under the Agreement which is incapable of being remedied or which you fail to remedy within 14 days of receipt of written notice specifying the breach and requiring it to be remedied;

9.1.5. You are unable to pay your debts or have an order made declaring you bankrupt or insolvent or granting a moratorium over repayment of your debts or make a composition or arrangement with your creditors or have an application made for the appointment of an administrator or have a winding up order made or (except for the purpose of amalgamation or reconstruction) become subject to a resolution for winding-up or have a liquidator, receiver, administrative receiver or manager appointed or have possession taken over all or a material part of your undertaking; or

9.1.6. You do anything which might harm our reputation or work.

9.2. If we end the Agreement in accordance with term 9.1 you must immediately:-

9.2.1. Stop fundraising in aid of Pump Aid and return to us any Pump Aid Materials you have (or destroy them if we ask you to do so) and delete any electronic copies you have of the Pump Aid Materials;

9.2.2. Stop using the Fundraising Materials Created by You, the Pump Aid Trade Marks and the Pump Aid Images; destroy any of the Fundraising Materials Created by You which you still have and delete any electronic copies you have of the Fundraising Materials Created by You, the Pump Aid Trade Marks or the Pump Aid Images; and

9.2.3. Return Promotion Proceeds to any persons who have paid to take part in any of your planned Fundraising Promotions which have not yet taken place and then immediately pay all other Promotion Proceeds to us.

9.3. Termination of the Agreement shall not affect any accrued rights or obligations of the parties arising out of the Agreement. Upon termination of the Agreement or expiry of a Promotion Period all provisions of the Agreement which in order to give effect to their meaning need to survive such termination or expiry shall remain in full force and effect.

10. Notices and Approvals

10.1. Any amendment of the Agreement must be agreed in writing by an email, fax or letter from both you and a Pump Aid Representative.

10.2. Any approval or agreement required to be given by us in relation to the Agreement must be in writing (which includes fax and email) and may only be given by a Pump Aid Representative.

10.3. Any notice given under the Agreement (other than as referred to in term) must be in writing and sent or delivered by hand, first class post, fax or email to the other party at the address set out in the Agreement (or such other address notified in writing for this purpose by that party). Notices shall be deemed to have been given as follows:- (a) If delivered by hand – when deposited at the appropriate address; (b) If sent by first class post – 48 hours after posting; and (c) If sent by fax or email – on the next working day provided that such notice is confirmed within 48 hours by hand or first class post.

11. General

- 11.1. If you fail to comply with the Agreement and we take no action, we will still be entitled to use our rights and remedies at a later date or in any other situation where you fail to comply with the Agreement.
- 11.2. The Agreement contains the entire understanding between you and us with respect to its subject matter and supersedes all prior discussions, agreements and understandings of every kind and nature between us provided that no party is excluded from liability for fraudulent statements or fraudulent pre-contractual misrepresentations on which the other can be shown to have relied.
- 11.3. You are not entitled to assign, transfer nor grant any sub-licences of your rights or obligations under the Agreement.
- 11.4. In these T&Cs use of the word “including” shall not limit the meaning of the words preceding that word.
- 11.5. The Agreement and your use of the Pump Aid Materials, Pump Aid Trade Marks and Pump Aid Images shall be governed by and construed in accordance with the laws of England and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England in respect of any dispute or matter arising out of or connected with the Agreement or your use of the Pump Aid Materials, Pump Aid Trade Marks and Pump Aid Images.

Schedule 1:

Pump Aid Logo

Authorised Logo: Pump Aid logo, high res:



Instructions for Use – Pump Aid Logo

1 General Use of the Logo:

- 1.1 The Logo shall be used on the terms of this Agreement.
- 1.2 CP shall not use the Logo next to or near any other logo or mark.
- 1.3 CP shall not modify or embellish the Logo in any way.

2 Reproduction



- 2.1 The Logo is defined as the map of Africa, accompanied by the Name, "Pump Aid" and the strap line "Water For Life" as shown in colour on the image printed above.
- 2.2 The Logo shall be reproduced using the electronic copy of the Logo supplied by the Trading Subsidiary.
- 2.3 While there is no maximum size limitation for the Logo, it should not be graphically altered in any way.
- 2.4 The Logo shall not be used in a size smaller than 30 mm across on any Product.
- 2.5 The Logo shall not be used in a size smaller than 64 mm across in all other uses.
- 2.6 The Logo must be surrounded by free space – an exclusion zone that keeps it free from visual interference from other graphic elements. The minimum space that should be allowed is a quarter of the Logo diameter. This exclusion zone must always be respected and must be kept free from imagery, typography, page folds or any other element. This is the minimum space to allow around the Logo. Allow more space wherever possible.
- 2.7 The Logo shall always be used

3 Use of Colour in the Logo:

- 3.1 The Logo can be printed in: Dark Blue and Light Blue and Pantone References: PMS291 and PMS307, CMYK reference: 298-300 Dark Blue: C88 M47 Y11 K0, Light Blue: C33, M3, Y0, K0