

## LEUKAEMIA CARE'S TERMS AND CONDITIONS (fundraising) - 1st April 2023

### 2024 TCS LONDON MARATHON

#### General

1. You enter the 2024 TCS London Marathon entirely at your own risk and Leukaemia Care is not liable for any injury or loss which you may suffer or incur as a result of your participation in this event, unless such injury or loss is incurred as a result of Leukaemia Care's negligence.
2. By taking part in the 2024 TCS London Marathon, you acknowledge that there may be conditions or circumstances which are beyond Leukaemia Care's control and which can lead to unforeseen risks. If you have any concerns or queries please contact Leukaemia Care before agreeing to take part in this event.
3. If you are unsure of your physical ability to take part, you should take medical advice from your doctor prior to the event. It is your responsibility to ensure that you are medically fit to participate and it is extremely important that you are realistic and truthful about your capabilities and level of experience.
4. Leukaemia Care reserves the right to change, amend or alter these Terms and Conditions at any time without prior warning or permission. The latest version of these Terms and Conditions are posted on Leukaemia Care's website immediately or available upon request.

#### Your participation

5. You must be a **minimum of 18** years of age on race day to participate in this event.
6. All bookings are done online at [www.leukaemiacare.org.uk](http://www.leukaemiacare.org.uk)
7. To secure a place in the 2024 TCS London Marathon, you must pay a **non-refundable and non transferable** booking fee of £50 + transaction fee (inc. VAT) payable at the point of booking. The booking fee is refundable only if the event is cancelled by Leukaemia Care. **The registration fee will not be refunded if you withdraw for any other reason.**
8. If you wish to withdraw from the 2024 TCS London Marathon, you must notify Leukaemia Care on **01905 755 977** or email **events@leukaemiacare.org.uk** at your earliest convenience.
9. If you withdraw from the race **after** the 2024 TCS London Marathon console closes, when no other runner can be substituted, **you will be liable to cover part of the cost of your place of £500**. This includes deferring your place to a future year, where your sponsorship target will be increased by £500 to cover the cost of the lost place.

10. By signing up to the 2024 TCS London Marathon, you are agreeing to raise no less than **£1,950** (in addition to the booking fee). This sponsorship amount is **exclusive of Gift Aid**.

11. If you are an overseas runner, you commit to a higher fundraising goal of **£2,300**. This is to cover the fact that you cannot claim Gift Aid.

12. When signing up to run the 2024 TCS London Marathon for Leukaemia Care you agree to setting up an online giving page **at the time of booking and have two weeks to activate your page**. If your page is not activated within this time Leukaemia Care holds the right to withdraw your place.

13. If you start the 2024 TCS London Marathon but do not cross the finish line, you will still be liable to raise the £1,950 sponsorship amount.

14. Should you become injured during your training for the 2024 TCS London Marathon, and feel that you are not going to be able to run on the day, Leukaemia Care will endeavor to defer your place to the next London Marathon and your current level of sponsorship will follow you. **This is not guaranteed and can only be done ONCE. You CANNOT defer your place for any other reason than injury.**

15. If you hold a 2024 TCS London Marathon charity place, you will have fundraising milestones to hit along the way. This is because each place comes at a fee to the charity and the charity needs to ensure they are not losing money before confirming your place with TCS London Marathon. **SHOULD YOU MISS A MILESTONE, YOUR PLACE WILL BE UNCONFIRMED AND YOU RUN THE RISK OF LOSING YOUR PLACE.**

These milestones are:

1. **£500 by 1st August 2023**
2. **£1,000 by 1st October 2023**
3. **£1,500 by 1st December 2023**
4. **£1,750 by 1st February 2024**
5. **£1,950 by 1st April 2024**

6. All remaining sponsorship must be paid to Leukaemia Care no later than **4 weeks after the 2024 TCS London Marathon**. If you have not raised the required minimum sponsorship amount by this time you are liable to cover the remaining sponsorship yourself.

16. **Leukaemia Care retains full control over its 2024 TCS London Marathon places, which are not confirmed until they are registered with the 2024 TCS London Marathon console when your fundraising hits £1,500.** This is due to the places coming at a high cost to Leukaemia Care. Leukaemia Care will regularly review your fundraising progress against the above milestones and may withdraw your place if, at any time, in its absolute discretion, it considers that you are not committed to raising the full sponsorship amount.

17. **At any point, before the 1st January, if you do not hit any of the above milestones or if Leukaemia Care considers that you are not committed to raising this sponsorship amount, you will be moved to the 2024 TCS Virtual London Marathon.**

18. Leukaemia Care will not add you on to the 2024 TCS London Marathon console until you have raised £1,500. Failure to meet this target means your place will be transferred to the 2024 TCS Virtual London Marathon.

**19. Leukaemia Care may withdraw your place if, at any time, in its absolute discretion, it considers that you are not committed to raising this sponsorship amount.**

20. **Matched funding is allowed** and welcomed but for it to be included in your total, we must have **written confirmation** of the amount being paid to you, from your employer **or it must be paid to us, or onto your fundraising page before the appropriate milestone.**

21. If you chose to run for Leukaemia Care as a ballot runner, you have no fundraising goal to hit but to receive one of our charity running vests, we ask that you raise at least £350.

22. By taking part you consent to Leukaemia Care contacting you via phone, SMS, post or email for any matter relating to your fundraising and participation in the 2024 TCS London Marathon.

23. Spectators, including your supporters and family members, watch the event entirely at their own risk and Leukaemia Care shall not be liable for any injury or loss which a spectator might suffer or incur, unless such injury or loss is caused by Leukaemia Care's negligence.

24. By taking part in the 2024 TCS London Marathon, you confirm that you are happy for your name and any footage or photographs taken during your participation in the 2024 TCS London Marathon to be used to publicise Leukaemia Care's work, including television broadcasts. Any photographs or video footage shared with us by you may be shared on our website, social networks and/or used in marketing materials – this may include photographs of your friends and family should you share these with us.

25. By signing up to the 2024 TCS London Marathon you agree for your information to be stored on our database.

26. By signing up to run in the 2024 TCS London Marathon you agree for us to share your information with the TCS London Marathon office in regard to your participation in the race.

27. When signing up to run in the 2024 TCS London Marathon for Leukaemia Care, you automatically opt into receiving communications from Leukaemia Care about their services, how to get involved and our campaigns. You can unsubscribe at any time by calling us on **01905 755 977** or by emailing **communications@leukaemiacare.org.uk**. We will never sell or swap your details with other organisations or share them with other charities for marketing purposes.

Occasionally we may need to pass your details to service companies authorised to act on our behalf (for example, our email marketing platform).

## Fundraising

In fundraising for Leukaemia Care you agree:

1. To keep Leukaemia Care updated with your fundraising progress
2. To submit, at the end of your fundraising, all used and un-used paper sponsor forms.
3. Not to reproduce Leukaemia Care's name or logo without permission from the Communications Team [communications@leukaemiacare.org.uk](mailto:communications@leukaemiacare.org.uk).
4. Not to collect in a public place without first obtaining the appropriate collector's license from the local authority.
5. Not to raise funds by carrying out house-to-house collection.
6. To raise all money using legal methods and complying with the advice given in the fundraising pack.
7. Not to do anything to bring Leukaemia Care's name into disrepute.
8. To keep Leukaemia Care informed of any changes to your contact details.
9. You must pass onto Leukaemia Care, all monies raised in connection with the 2024 TCS London Marathon. You can:
  - Pay online with your credit or debit card through our website - <https://www.leukaemiacare.org.uk/donate/> **using your name as reference with LM24**
  - Add any offline funds to your online giving page which you will have created through a site such as [www.justgiving.com](http://www.justgiving.com)
  - Pay in your monies via bank transfer – **use your name as the reference number with LM24** as well as dropping us an email to [fundraising@leukaemiacare.org.uk](mailto:fundraising@leukaemiacare.org.uk)
    - o **Account name:** Leukaemia Care
    - o **Account Number:** 80823805
    - o **Sort Code:** 20-98-61
  - Send cheques made payable to '**Leukaemia Care**' to **Leukaemia Care, One Birch Court, Blackpole East, Worcester, WR3 8SG.**

## Gift Aid

By signing up to the 2024 TCS London Marathon you understand that **Gift Aid is not included in your fundraising goal as it is not something that can be guaranteed.** but that money raised from Gift Aid is a valuable bonus for Leukaemia Care and contributes to event costs and commission charged by online giving platforms.

When booking onto an event and informing us you are Gift Aid eligible, you are agreeing to the following declaration:

*I am a UK Taxpayer and understand that I must pay an amount of income tax / capital gains tax equal to the amount Leukaemia Care reclaims on my donations in the tax year and that payments of the other taxes, for example VAT or council tax do not qualify. I wish Leukaemia Care to treat all donations past, present and future, until I notify you otherwise, as Gift Aid, donations.*

## Our promise to you

In return for running the 2024 TCS London Marathon for us, we promise to:

- Say thank you for your support and keep you up to date with our news (unless you don't want us to).
- Keep costs to a minimum.
- Take all feedback seriously, including complaints and will aim to respond within two working days. All issues will be dealt with quickly and accurately.
- Keep your personal details and donations in a safe place and they will be kept confidential. We won't disclose your details to anyone else.
- Provide you with ongoing support from sign-up to race day via our online closed Facebook group and by receiving regular emails and phone calls from our London Marathon co-ordinator.
- You'll be reminded of your fundraising commitment throughout, and we will be clear on deadlines and milestones for you to reach.