

SANDS TERMS & CONDITIONS and FUNDRAISING POLICIES



Whilst raising money in aid of Sands I/we will:

1. Use my/our best endeavours to raise money for Sands, and ensure I/we will not do anything that threatens Sands reputation or name. If I/we do, Sands has the right to ask me/us to cease fundraising on their behalf.
2. Do my/our utmost to reach the minimum sponsorship target set for my/our event/activity and inform Sands if I/we think I/we will not be able to reach the target. I/we understand that Gift Aid does not constitute part of the agreed minimum target amount.
3. Contact Sands Finance & Fundraising staff **before** approaching a celebrity so we can co-ordinate all contacts and have a record of who has been approached and by whom.
4. Where possible meet the costs of events by sourcing sponsors and manage cash flow so as not to require Sands funds in event management.
5. Contact Sands Finance & Fundraising staff **before** approaching national companies so as to avoid duplication of contact and let Sands Finance & Fundraising team know of any useful contacts who wish to support the charity in the future.
6. As an independent supporter (as opposed to an employee or paid fundraiser for Sands), note that I/we should refer to my/our fundraising as being 'in aid of' Sands (and not 'on behalf of' Sands).
7. Sands has a UK wide network of volunteer-run local support groups. Understand that whether I/we decide to raise funds to be used nationally or locally must ensure that I/we display Sands registered charity details on all printed materials and fundraising resources including websites. The wording should be: **Registered as a charity in England and Wales (299679) and in Scotland (SC042789).**
8. Ensure that the charity's name is written either as Sands, stillbirth and neonatal death charity or simply as Sands if space is limited. In the event that my/our fundraising is for a Sands local group the charity name should be written as "**<Name of group> Sands are part of Sands UK-wide network of local support groups**" or where space is limited "**<Name of group> Sands**", but never just Sands if the money is to be only be used locally, to ensure donors are clear the activity they are being asked to support.
9. Ensure that all fundraising activity carried out is in accordance with Sands core aims and objectives and if I/we am/are unsure in any way to speak to a member of the Finance and Fundraising Team. Donors must be made aware of how the charity is benefiting from the event or activity as this is a legal requirement e.g. the amount per ticket sold that will go directly to the charity or 50% of their money will be retained locally. You must inform potential donors if any amount or percentage of the funds you raise will not be paid to the charity.
10. Use only official Sands sponsorship forms which contain wording approved by HMRC to enable Sands to claim Gift Aid (currently worth an additional 25p / £1).
11. Not use any unlawful means by which to raise funds for Sands.
12. Declare that I/we have no prior criminal convictions for fraud or dishonesty.
13. Advise Sands of the name(s) and contact details of any/all parties raising money for Sands on my behalf.
14. Ensure that If I/we am/are organising an event in aid of Sands, read and familiarise myself with the leaflets provided in my/our fundraising pack, particularly, '**Planning and Organising' an event** and '**Keep it Safe, Keep it Legal**'. (Also available online).

15. Understand that all my/our fundraising activity should be registered with the Sands Finance and Fundraising Team in advance.
16. Accept full responsibility and liability for the secure safekeeping of all funds raised or donations received on behalf of Sands.
17. Will keep proper records of all receipts and outgoings relating to the fundraising activity and shall submit full and accurate financial records to Sands in relation to all funds raised on Sands behalf **immediately** upon completion of the fundraising activity, or as may otherwise be requested by Sands from time to time. The Charity shall have the right to inspect all or any such records upon demand.
18. Encourage eligible donors/sponsors to make gift aid declarations so as to make the most of my/our fundraising efforts by enabling Sands to recover basic rate tax on the donations.
19. Ensure that if I/we are under 18, my/our parent/guardian needs to take responsibility for me under these T&C (which you have shown them), please also ensure they are happy about the fundraising activity you've chosen to do.
20. Agree to pay all proceeds of any fundraising event to Sands no later than six weeks after the date of your event nor deduct any costs unless agreed in writing with Sands Finance & Fundraising Team. If you are unable to return money within this timeframe you must tell us.
21. Return any unused branded materials to Sands including collection tins.
22. Ensure that once I have taken part in my event, I collect and return monies raised money as soon as possible. I understand that when I'm raising money in the name of Sands I have a legal responsibility to ensure all sponsorship money is paid to Sands.
23. Ensure that all cheques or postal orders are made payable to **Sands** and returned to **Sands, 3rd Floor, 28 Portland Place, London, W1B 1LY**, ensuring my **Supporter Id** is detailed on all accompanying documents.
24. Understand that it is strongly recommend that I send all monies raised via recorded delivery so that I can track and hopefully retrieve my envelope should it go missing. I also understand that post does go missing from time to time, and it's hugely disappointing for both supporters and the charity so it is always worth the extra effort.
25. We would like to receive photographs of your event – if you wish to share these with us, please email them to **photos@uk-sands.org** and we will use them to promote our work. I consent that photographs taken during my fundraising activity may be used to publicise the work of Sands generally.
26. Ensure that I/we have read and understood the following Sands points and policies relating to:
 - Lotteries, Raffles, Collections and House to House Collections;
 - Sands Branding, Copyright and Intellectual Property;
 - Permits and Insurance; and
 - Restricted Funds Policy.

Lotteries, Raffles, Collections and House to House

27. Not carry out house-to-house collections or leaflet drops.
28. Not collect in any public place or on a pub crawl without first obtaining a collector's license from the appropriate local authority (usually the police or the council) and then providing Sands with a copy of the license.
29. Not collect on private property (including shops, pubs etc.) without first obtaining the permission of the owner.
30. Not hold a raffle (not including a same day raffle using Cloakroom Tickets) without contacting Sands first to obtain permission and to make necessary arrangements for a license.

Sands Branding, Copyright and Intellectual Property

31. Ensure whenever the charity's name or logo is used in written materials that I contact Sands for prior approval and show Sands any material prior to printing and distribution. For example, in posters, leaflets and invitations advertising an event or in press releases or letters to companies. I agree to use these in accordance with the Sands Brand Guidelines.
32. Only reproduce Sands trademarks, logos, marks, copyrights, photographs and website links, as and when strictly authorised to do so in writing by Sands. Sands retains all rights to its intellectual property at all times.

Permits and Insurance

33. Understand that Sands insurance policy will not cover my/our fundraising activities. I/We will obtain and maintain all adequate and appropriate insurances (if any) prior to the commencement of the fundraising activity and will indemnify the Charity in relation to any loss, damage, costs, claims, injury or death suffered by me/us or any third party.
34. Accept that it is my/our sole responsibility to obtain all necessary and appropriate permits, licences, approvals and consents **prior** to the commencement of the fundraising activity. I/We will abide by all by-laws and regulations relevant to fundraising pursuant to the Charities Act 2006.
35. Ensure a member of Sands Finance & Fundraising staff reviews any contracts before they are signed.
36. Understand that Sands will, in no way, be liable for any claim which may arise from this event. I/we acknowledge that the individual(s)/organisation is undertaking this activity entirely at their own risk and that Sands (Stillbirth & Neonatal Death Society), shall not be liable for any injury or loss that might occur as a result of this event.

Restricted Funds Policy

37. Supporters may choose to give part of their gift or fundraising donation to a specific appeal, project or Sands group. If you would like to consider this please get in touch with the Finance and Fundraising team on **0845 6520 448** or email fundraising@uk-sands.org. Please be aware that due to the accounting systems in place we are unable to restrict funds received retrospectively, and restrictions can only be applied from the date any instruction is received.
38. Up to a maximum of 75% of your gift or fundraising (excluding Gift Aid) can be restricted to a local Sands group, the remainder will be used to continue to support bereaved families across the UK. In the unlikely event that these funds cannot be reasonably, efficiently and fully spent where specified, they will be used on a similar project, appeal or where the need is felt to be the greatest. If my/our fundraising activity is to be restricted wholly or in part to a local Sands group the restriction instruction is to be in writing prior to the fundraising activity commencing. I understand that Sands are unable to restrict funds already received retrospectively, and restrictions can only be applied from the date any instruction is received.
39. If money is to be used to purchase a cold cot or other piece of specific medical equipment this must be agreed with Sands, the local Sands group and the Hospital in question **in advance** of any fundraising activity commencing.
40. In the event my fundraising activity is to be wholly or in part to benefit a local Sands group I must ensure that I have read and understood Sands **General Notes and Guidelines regarding Restrictions and Disbursements**.