

BIG CHANGE – DOWNLOADABLE FUNDRAISING PACK: TERMS AND CONDITIONS

YOUR TERMS:

This fundraising pack is provided by Big Change Charitable Trust, a charity registered in England and Wales under Charity Number 1145224) (“Big Change”, “we”, “us”, “our”).

By downloading this fundraising pack, you agree to be bound by the following terms (the “Terms”) in organising and/or taking part in an Event or Third Party Event.

Please read these Terms carefully as they set out your respective rights and obligations. In these Terms, references to “you” and “your” shall refer to any Organiser or Participant.

These Terms shall be available on the website of Big Change. Big Change reserves the right to amend the Terms from time to time. Any such changes will be binding on you.

1. Definitions

Capitalised words as used in these Terms shall have the following definitions:

Data Protection Legislation: means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Event: means any event organised by you for the purpose of raising funds for Big Change (including community events, endurance challenges or any other fundraising event).

Intellectual Property Rights: means all intellectual property rights (e.g. copyright, patent, design, trademark) whether registered or unregistered.

Materials: means any materials, including but not limited to leaflets, advertisements and giving pages, created by or on behalf of the Organiser or a Participant in connection with an Event or Third Party Event.

Organiser: means any person who organises an Event to raise money for Big Change.

Participant: means any person (including, where relevant, the Organiser) who intends to raise or raises money for and/or intends to take part in or takes part in an Event or Third Party Event.

Third Party Event: means any event organised by a third party in which you intend to participate with a view to raising funds for Big Change.

2. Fundraising Responsibilities

You agree to organise and/or participate in fundraising activities as an independent supporter of Big Change.

It is your responsibility to organise, publicise and run your Event (and any related fundraising activities), and to ensure your participation in any Event or Third Party event is, in accordance with these Terms, including, where appropriate, finding and engaging with Participants. In any Materials promoting your Event, or your participation in an Event or Third Party Event, you agree to refer to raising money “for Big Change”, and not “on Big Change’s behalf”.

You agree that you shall comply with any reasonable instructions or guidance provided by Big Change from time to time relating to your fundraising activities.

You will be responsible for any costs, taxes or expenses incurred or arising in connection with your fundraising activity.

3. Events and Third Party Events

You agree that any Event of which you are the Organiser or any related fundraising activity will not involve any illegal activity and that you will not take part in any Event or Third Party Event as a Participant that involves any illegal activity.

While it is acknowledged that Events may (by their nature) contain an element of inherent risk, you will not do anything that puts any Participant, spectator or member of the public in danger of serious harm or injury.

4. Participants

If you are an Organiser, it is your responsibility to engage Participants to take part in your Event and to ensure that all Participants have read and understood these Terms and do not do anything that puts you in breach of these Terms.

If you are a Participant, you agree that you will comply with the terms and conditions of any Event or Third Party Event in which you participate, including age restrictions and safety procedures.

5. Virgin Money Giving

You will, where possible, set up an online donations page with Virgin Money Giving (“VMG”) (or similar donation page) in relation to your fundraising efforts in order to facilitate online donations in aid of Big Change, and you agree to abide by VMG’s rules of service. Details on how to set up your account can be found at the following location: <https://uk.virginmoneygiving.com/giving/help-guides/fundraisers/creating-your-fundraising-page.jsp>

You will provide Big Change with the website address of your VMG page (or similar donation page set up in relation to your fundraising) and inform us when it becomes active.

6. Payments

You agree to pay all of the funds you have raised (whether donated online, via wire transfer, in cash, by cheque or otherwise) to Big Change in accordance with any instructions from Big Change. You may not deduct any costs unless otherwise agreed with Big Change.

You shall encourage donors and/or sponsors to make gift aid declarations where eligible, which may enable Big Change to recover basic rate tax on donations.

7. Personal Data

By providing your information when you sign up to fundraise for Big Change, you agree that Big Change can use such details to discuss your fundraising activity and follow up on your progress.

Your personal information may also be used for the purposes of sending communications to you where you have confirmed that you would like to receive further information about Big Change’s work when signing up to fundraise for Big Change.

To the extent there is any personal data being held or processed by us, it will be handled in accordance with Data Protection Legislation, and in accordance with Big Change’s Privacy Policy, available at the following location: <https://www.big-change.org/privacy-policy/>. In agreeing to

be bound by these Terms, you acknowledge that you have read and understood our Privacy Policy.

8. Intellectual Property

Big Change grants you a non-exclusive, revocable and non-sublicensable licence to use the Big Change name and logo on Materials used for the promotion of, and all activities related to, an Event or your participation in a Third Party Event on the condition that you do so in accordance with these Terms and any instructions you receive from Big Change.

You agree to ensure that the Materials do not infringe any rights, including any Intellectual Property Rights, of any third party.

The Intellectual Property Rights in any Materials shall belong to Big Change and, for this purpose, you hereby assign to Big Change by way of present and future assignment and immediately on their creation, all Intellectual Property Rights in respect of the Materials.

If you provide photographs or videos taken during fundraising activities to Big Change, you agree that these may be used by Big Change for commercial and/or fundraising purposes. By sending these to us, you are also confirming that anyone featuring prominently in the photograph or video is aged 16 or over, and that they have consented to their image being used in this way.

9. Big Change Brand

You agree to seek Big Change's approval over all of your Materials before using them in accordance with these Terms. All Materials must make it clear that you are fundraising for Big Change.

You may only use the Big Change name and logo for your fundraising activities in accordance with the Big Change brand guidelines, pgs 4-7.

Big Change reserves the right to withdraw any permission it has granted to you to use the Big Change name and logo in your fundraising activities at any time, and upon notice of such withdrawal you agree to terminate the relevant fundraising activity with immediate effect.

10. Big Change Reputation

You agree to (and, where you are an Organiser, agree to ensure that any Participant will) not do anything that harms or threatens Big Change's reputation or name, and agree to comply (and, where you are an Organiser, to ensure that all Participants comply) with any reasonable instructions from Big Change in relation to the protection of its brand.

Big Change reserves the right to terminate this agreement with immediate effect at any time. Following termination of this agreement for whatever reason, you agree to terminate all fundraising activities and deliver to us all Materials in your possession.

Any claims or statements you make in the Materials must be truthful and must not misrepresent any facts relating to Big Change or your fundraising efforts.

11. Liability

All Participants taking part in an Event or Third Party Event do so entirely at their own risk and all Participants are responsible for their own safety. Big Change shall not be liable for any injury, damage or loss to any persons or their property that might occur as a result of their participation in or attendance at an Event or Third Party Event.

However, nothing in these Terms limits or excludes any liability of Big Change which cannot legally be limited, including liability for (a) death or personal injury caused by Big Change's negligence; and (b) fraud or fraudulent misrepresentation by Big Change.

If you are an Organiser, you agree to compensate us fully against any claims or legal proceedings brought against us by any person: (a) in connection with an Event of which you are Organiser; or (b) resulting from your breach of these Terms, in each case where Big Change was not at fault.

If you are a Participant, you agree to compensate us fully against any claims or legal proceedings brought against us by any person: (a) resulting from your participation in an Event or a Third Party Event; or (b) resulting from your breach of these Terms, in each case where Big Change was not at fault.

12. Health and Safety

You agree to take all reasonable precautions to protect the health and safety of all those participating in, involved with or attending your fundraising activities.

You agree to ensure that you have adequate first aid cover available and, where necessary, take advice from a voluntary first aid organisation such as St. John Ambulance when deciding the type of cover you will need, taking into consideration (a) location and type of Event; (b) number of Participants; (c) number of spectators; (d) proximity of medical facilities; and (e) duration and timing of the Event.

You acknowledge and accept that Big Change's insurance policies will not cover your fundraising activities. Where appropriate, you agree to take out your own insurance (and to ensure that Participants take out their own insurance where appropriate) to cover risks associated with an Event.

Where necessary, you agree to conduct a risk assessment to identify any risks associated with your Event, and to make all Participants aware of such risks.

13. Monies held on trust

In law, you will be a trustee of all funds raised by you for Big Change and must ensure that all donations and sponsorship money is paid to Big Change.

You must inform potential donors clearly that you are fundraising in aid of Big Change and if any of the funds you raise will not be paid to Big Change.

14. Law and jurisdiction

These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English courts.

15. Third Parties

These Terms constitute an agreement solely between you and Big Change, and is not intended to be for the benefit of or enforceable by any other person.

16. General

You will comply with any applicable laws and regulations relating to your fundraising activity, including obtaining any necessary licenses, consents or permissions.

If any provisions of these Terms are held to be invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions.

These Terms constitute the entire agreement between you and Big Change and supersede all other communications and proposals, whether electronic or written, between the you and Big Change.

Any failure of Big Change to exercise or enforce any of its rights under these Terms shall not be deemed to be a waiver of any such rights.

Logos

The primary stacked logo is provided in four colourways for use on colour backgrounds. Ensure that there is enough contrast between the logo and background. Suggested combinations shown opposite.

The horizontal logo can be used where space is tight and the primary logo does not fit.

Always maintain space around the logo and ensure the logo width does not fall below 30mm on A4

Download print and web versions of the logos [here](#).



Typography - Print

Festivo Letters 1 & 3 are display fonts to be used for titles, main page headings and for key information such as statistics.

Where headings are more than 3/4 words, and the use of Festivo may be too exclamatory, Avenir Next bold or demibold is a good alternative.

Avenir Next regular or medium can be used for body copy. Where there are concerns over legibility always go for medium over regular.

Avenir Next regular italic or medium italic can be used for quotes.

All fonts can be downloaded [here](#).

FESTIVO LETTERS NO1 & NO3

Festivo Letters No1 for use in titles, subheadings and stats and short quotes. Festivo Letters No3 to be used sparingly for emphasis on a word or two. Kerning for both set to optical, tracking at -10.

Avenir Next

Avenir Next in **Bold** and **Demibold** can also be used for titles, sub headings over Festivo for improved legibility and variation.

For body copy use **Avenir Next in Medium** (Regular can be too light for printing) and **Avenir Next Bold** for emphasis on certain words as shown opposite.



Extended colour palette

The core brand colours are grey, blue and yellow at 100%.

Green, red and 80-20% tints can be introduced as accent colours in iconography/illustration or when an additional colours are required for codification purposes.

GREY CMYK: 68/54/55/30 RGB: 79/88/88 Hex: 4f5858 Pantone: 445	BLUE CMYK: 100/23/19/0 RGB: 0/143/190 Hex: 008fbe Pantone: 313	YELLOW CMYK: 0/31/100/0 RGB: 251/184/0 Hex: fbb800 Pantone: 7548	GREEN CMYK: 66/0/43/0 RGB: 79/185/166 Hex: 4fb9a6	RED CMYK: 4/65/43/0 RGB: 233/121/121 Hex: e97979
CORE	CORE	CORE	ACCENT	ACCENT
80% tint	80% tint	80% tint	80% tint	80% tint
60% tint	60% tint	60% tint	60% tint	60% tint
40% tint	40% tint	40% tint	40% tint	40% tint
20% tint	20% tint	20% tint	20% tint	20% tint

**BIG
CHANGE.**

Photography

When selecting photography from the project archive, choose those of the highest quality in terms of composition, focus, contrast and colour. The three project photos shown opposite are good examples.

When stock photography is needed to supplement the project archive, select photos that will sit harmoniously alongside project photos. See the three example shown opposite.

Source colour photography that features:

- Real people in real environments (and could plausibly be set in the UK)
- A mix of ethnicities across the suite of photos
- The right age of children for the subject.

When producing collateral, where possible, include full bleed images for maximum impact. Avoid using multiple tiny images on a page - they are hard to see and look unprofessional.

Do not stretch or distort photos. The opacity of photos can be adjusted where type is overlaid.

Photo archive can be found [here](#).

