

Event Legal Toolkit

Thank you. You are amazing.

As a group of committed supporters, you are connected to Cancer Research UK ('CRUK') in a special way. You are the charity's local representatives, operating and raising money on behalf of the charity. This means you get unique support from the charity including staff support, guidelines, procedures and public liability insurance. It also means you have special responsibilities when raising funds on behalf of CRUK. This toolkit is designed to help you with the legal aspects of putting on an event. The funds you have raised and continue to raise are crucial in bringing forward the day when all cancers are cured. Thank you.

Do I need to tell CRUK about my event?

You must always let your CRUK staff contact know about events that will be organised and managed by your Fundraising Group ('Group') or Relay For Life Committee ('Committee'). This will ensure that you get the right level of support, and that your activities are covered by Cancer Research UK's public liability insurance policy.

How do I use this toolkit?

All you need to do is complete the Legal Checklist and refer to the appendices as relevant. Please contact your CRUK staff contact if you have any queries.

Contents

Section	Title	Page Number
	Event Legal checklist	2
Appendix A	Venue hire email template	5
Appendix B	Equipment hire email template	6
Appendix C	Participant registration form template	7
Appendix D	Event rules template	8

EVENT LEGAL CHECKLIST

This checklist will help you to consider what is required for your event in relation to:

- 1) **Venue hire / supplier contracts**
- 2) **Event licences / permissions**
- 3) **Event registration and event rules** (for participatory events such as runs/walks/cycles).

If you have any queries, please speak with your staff contact for further advice.

1) VENUE HIRE/SUPPLIER CONTRACTS

Often when organising an event, we will enter into contractual agreements with suppliers and venues. This will vary depending on the nature, location and the risk associated with the event. Many low risk events (see risk criteria in the **Event Health & Safety Toolkit**) or venues provided to CRUK on a free of charge basis will not require any contracts.

Groups and Committees can sign off contracts that have an expenditure value of up to £10k, but this should only be done after you have reviewed the contract, are happy with the terms and have agreed any changes with the supplier or venue where required.

Please always give the following contracts to your CRUK staff contact for review:

1. All contracts with an expenditure value of more than £10k;
2. All venue hire contracts for high profile or iconic buildings (e.g. cathedrals, listed buildings, landmark attractions)
3. All contracts with suppliers who will be organising a physical/sporting event on behalf of CRUK (e.g. cycle, abseil etc.)

All other contracts can be reviewed and signed by Groups and Committees using this checklist.

IMPORTANT: Only the Group or Committee Chair/Event Chair, Treasurer/Accounting Chair, Logistics Chair and bank account signatories can sign contracts related to the event. Keep a copy of all final signed contracts in a safe place. They may be requested up to 6 years after the event.

ALL CONTRACTS	Complete?
Ensure that the contracting party is ' Cancer Research UK Trading Limited ' (it must <u>NOT</u> be in the Group or Committee's name).	
Check that the invoice address is correct (Your address if you're paying; CRUK's address if CRUK is paying).	
Ensure that the contract correctly describes the services/venue/equipment/goods being provided and the date(s) on which they need to be provided.	
Ensure that you are happy with any refund arrangements (e.g. if the event or the services don't go ahead for any reason).	
Ensure that you are happy with the cancellation clause & the notice period for either party to cancel.	
If the supplier will be collecting or handling people's personal data (e.g. medical providers), ensure that the contract stipulates that the supplier will comply with the General Data Protection Regulation (GDPR).	
We must make sure that we are not committing to more than Cancer Research UK is responsible for. Check that Cancer Research UK's responsibility/liability is limited to loss and damage arising from the negligence of Cancer Research UK Trading Limited, its agents and sub-contractors.	
Some contracts contain 'indemnities' (protection against harm or loss). If Cancer Research UK accepts an indemnity, we could be agreeing to take on more liability than it needs to if things go wrong. For example, we could be agreeing to compensate the supplier for any loss they suffer. Have you tried to delete or negotiate any indemnities from the contract?	
VENUE HIRE	
Ensure that the contract states that you have the right to use any communal areas that you need to use before, during and after the event (toilets, kitchens etc.).	

Ensure that the hire period is what was agreed with the venue and it gives you enough time to set up and vacate the venue.	
If you are paying for a venue and the venue doesn't provide you with a contract, the Chair/Event Chair, Treasurer/Accounting Chair, Logistics Chair or bank account signatory must complete the template email (Appendix A) and send it to the venue (together with evidence of CRUK's current public liability insurance).	
EQUIPMENT HIRE	
Ensure that the contract requires the supplier to assemble, dismantle and remove the equipment and to train volunteers in using it (if relevant).	
Ensure that the contract stipulates that the supplier is responsible for the safety of the equipment.	
If you are hiring equipment (either paid or free of charge) and the supplier hasn't provided you with a contract, the Chair/Event Chair, Treasurer/Accounting Chair, Logistics Chair or bank account signatory must complete the template letter (Appendix B) and send it to the supplier.	

2) EVENT LICENSES/PERMISSIONS

IMPORTANT: Check which licences you need with the relevant Local Authority/organisations. Licences are usually needed for:

- Providing alcohol or entertainment at the event
- Putting up banners or signs in public places
- Playing music in public

Many venues will already have appropriate licences for the event you are holding so please check with them beforehand. If the venue doesn't have the necessary licences, it may be worth considering an alternative venue that offers what you need. If you need to apply for licences yourself then this section will help you.

ALCOHOL/ENTERTAINMENT/MUSIC	Complete?
If you will be providing alcohol, regulated entertainment (e.g. music, dancing or sporting events) or if you will be serving refreshments between 11pm and 5am, check whether the venue have a premises licence. If not, it is important that you contact your Local Authority and obtain the correct licence. • England and Wales – A Temporary Event Notice (TEN) may be required. For more information visit: www.gov.uk/temporary-events-notice. • Scotland – An Occasional Licence may be required. For more information visit: www.gov.uk/occasional-licence-scotland • Northern Ireland – A combination of licences may be needed depending on the event. Start here for more information: https://www.gov.uk/occasional-licence-northern-ireland	
If you will be playing recorded music in a public space, check whether the venue has 'TheMusicLicence'. If not you can apply for one by visiting www.ppluk.com/I-Play-Music/Businesses/Apply-for-licence-business/.	

LOTTERIES/PRIZE DRAWS/PUBLIC FUNDRAISING	
If you plan to run a lottery, prize competition or free prize draw at your event, read the 'Lotteries, Prize Competitions & Free Prize Draws' guidance for volunteers. Ask your staff contact for a copy if you do not have one to hand.	
If you plan to carry out any sort of cash collection, read the 'Collections' guidance for volunteers. Ask your staff contact for a copy if you do not have one to hand.	

LAND OWNER PERMISSION	
If part of your event goes through land that is not covered by a venue hire contract, obtain written permission from the land owner.	

PHOTOGRAPHY/VIDEO RECORDING	
If you will be taking photos or videos of participants or volunteers at the event, arrange to display the following statement at all event entrances and throughout the venue: <i>"Please be aware that photographs & videos taken of the event may feature you and your children. These photographs & videos may be kept in [insert name of Group/Committee] and Cancer Research UK event archives and used for news, fundraising & publicity purposes, including social media."</i>	

3) EVENT REGISTRATION & EVENT RULES	
EVENT REGISTRATION	Complete?
Registering to take part in a participatory event (e.g. a cycle, run, walk etc.) can be done online and offline. An offline template is in Appendix C . You must ensure that completed forms are always stored securely. If you would like to arrange for registrations to take place online then please let your staff contact know.	
EVENT RULES / TERMS & CONDITIONS	
If you are organising a participatory event (e.g. cycling, running or walking), use the template event terms and conditions/rules at Appendix D and attach them to the registration form (Appendix C). These rules must also be included/attached to the event details section of relevant online registration pages.	

APPENDIX A - VENUE HIRE EMAIL TEMPLATE

Dear (name)

Event Name/Event Date/Location ("Event")

This email confirms that in consideration for payment of [insert fee], Cancer Research UK Trading Limited (company number 4355631) ("CRUK") will be hiring [Venue] ("Venue") on [Event Date] on the following terms and conditions:

1. CRUK will only be responsible for loss and damage arising from the negligence of CRUK, its agents and sub-contractors whilst using the Venue for the Event. CRUK does not accept liability for any other loss or damage caused.
2. CRUK's maximum liability for all losses, damages, claims and liabilities arising in connection with its Venue hire in contract, tort or otherwise shall be limited to £5,000,000 (five million pounds).
3. For the avoidance of doubt, nothing shall exclude or in any way limit CRUK's liability for fraud, death or personal injury caused by negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.

Please also find attached evidence of our current Public Liability Insurance.

The laws of England and Wales apply to the interpretation and construction of this agreement.

We look forward to a successful event and thank you for your help to date.

Yours sincerely,

APPENDIX B - EQUIPMENT HIRE EMAIL TEMPLATE

Dear (name)

Event Name/Event Date/Location

Equipment: [Insert description of equipment being hired]

Re: [Event Name] – Supply of Equipment

Thank you for very kindly loaning equipment for our use at our [Event] to be held in [location] on [date].

This letter is intended to confirm the arrangements and the terms which have been made between Cancer Research UK Trading Limited (company number 4355631) and [supplier name].

Equipment to be supplied

i. **Charges**

[insert fee OR where no payment is being made state “£1, receipt of which you acknowledge”].

ii. **Condition of the equipment**

You agree that the equipment that you supply will be suitable for use at the event; that it will be in good condition and will conform to all descriptions and specifications. Where it is necessary to assemble any of the equipment, you have agreed to do so to the manufacturer’s specification and dismantle it and remove it after the event.

You will supply staff of sufficient qualification to assemble the equipment with reasonable care and skill and in accordance with generally recognised commercial practices and standards and train our staff and volunteers in the use of the equipment, where relevant to do so.

iii. **Liability**

You shall be liable for any loss, damage, claims and liabilities arising from defective equipment, and any liability which arises out of your negligence, howsoever that arises (for example, but not limited to, from the supply or construction of the equipment or the training provided). You shall maintain public liability insurance with a minimum cover of £1 million per claim with a reputable insurer. We shall only be liable for loss, damage, claims and liabilities arising out of our negligent use of the equipment. We do not accept any other liability. Our maximum liability for all losses, damages, claims and liabilities arising in connection with the hire of the equipment by us in contract, tort or otherwise shall be limited to £1,000,000 (one million pounds).

The laws of England and Wales apply to the interpretation and construction of this agreement.

I should be grateful if you would confirm your agreement to the above by returning one copy of this letter signed and dated where indicated.

Yours sincerely

APPENDIX C – PARTICIPANT OFFLINE REGISTRATION FORM

N.B. This form is only to be used when the registration of participants is taking place offline. This is not needed for online registrations.

[EVENT NAME, DATE & LOCATION/VENUE]

PARTICIPANT DETAILS – Anyone under the age of 18 must have this registration form signed by their parent/legal guardian.

Title		First Name		Surname	
Address					
Town/City			Postcode		
Contact telephone number:			Email		
Age					

Hear about our latest breakthroughs, campaigns and how you can support our life saving work. Tick below to tell us how you'd like to hear from [Fundraising Group/Relay For Life Committee name] and Cancer Research UK.

Email: ☐ Yes Text Message: ☐ Yes Post: ☐ Yes Phone: ☐ Yes
☐ No ☐ No ☐ No ☐ No

Your details are safe with us. We will never share them with anyone else. You can check out our Privacy Policy at www.cruk.org

Entry fee	Donation	Total	[] Cash
£	£	£	[] Cheque (Made payable to 'Cancer Research UK')



Boost your donation by 25p of Gift Aid for every £1 you donate.

Gift Aid is reclaimed by the charity from the tax you pay for the current tax year. Your address is needed to identify you as a current UK taxpayer.

In order to Gift Aid your donation you must tick the box below:

☐ I want to Gift Aid my donation and any donations I make in the future or have made in the past 4 years to Cancer Research UK. I am a UK taxpayer and understand that if I pay less Income Tax and/or Capital Gains Tax than the amount of Gift Aid claimed on all of my donations in that tax year it is my responsibility to pay any difference.

Please notify the charity if you want to cancel this declaration, change your name or home address, no longer pay sufficient tax on your income.

If you pay Income Tax at the higher or additional rate and want to receive the additional tax relief due to you, you must include all your Gift Aid donations on your Self Assessment tax return or ask HM Revenue and Customs to adjust your tax code.

Participant/Parental/Legal Guardian Declaration (as applicable):

By signing this form, I confirm my agreement to the following:

1. The participant wishes to take part in the event and shall be bound by the attached event rules.
2. The participant is sufficiently fit and healthy to take part in the event.
3. The participant enters this event entirely at their own risk. Neither the [Fundraising Group/Relay For Life Committee name] nor Cancer Research UK shall be liable for any injury or loss to persons or their property as a result of participation in the event, other than in respect of death or personal injury arising out of the [Fundraising Group/Relay For Life Committee name] or Cancer Research UK's negligence..
4. The personal information provided on this form may be used by [Fundraising Group/Relay For Life Committee Name] and Cancer Research UK for the purposes of organising, staging and administering the event.
5. The participant's name and any video footage, stills or photographs taken of him/her during the event may be used by Cancer Research UK and the [Fundraising Group/Relay For Life Committee name] to publicise the event and for commercial and/or fundraising purposes including, but not limited to, television broadcasts, advertising, publications, marketing material, merchandise, personalised direct mail, social media and other documents that may be made available to the public.
6. Where you are the parent/legal guardian of a participant under the age of 18, you consent to the participant taking part in the event.
7. Where you are the parent/legal guardian of a participants under the age of 16, you agree to ensure that the participant is appropriately accompanied at the event.

Signature of participant (if 18 or over):	Date:
Signature of parent/legal guardian (if participant is under 18)	Date:
Next of Kin Emergency Contact Number:	

[ATTACH EVENT RULES (APPENDIX D) TO THIS REGISTRATION FORM – it's important that participants get sight of these at point of registration – DELETE THIS LINE WHEN DONE!]

APPENDIX D - EVENT RULES TEMPLATE

[Only amend any terms highlighted in yellow to make them suitable for your event. You will need to delete all square brackets and remove all highlighting before finalising. Remember to delete the header and this paragraph too!]

These Rules (the “Rules”) apply to the [event name] event taking place on [event date] (the “Event”) and by registering for the Event, you agree to comply with them.

The Event is organised by [insert fundraising group/committee name] (“we”, “us”, “our” and the “Committee”) on behalf of Cancer Research UK Trading Limited (a company registered in England and Wales, registered office: 2 Redman Place, London E20 1JQ, registered company number: 4355631). Cancer Research UK Trading Limited gift aids its taxable profits to Cancer Research UK (a registered charity in England and Wales (1089464), Scotland (SC041666), the Isle of Man (1103) and Jersey (247)). ‘Cancer Research UK’ and ‘Cancer Research UK Trading Limited’ are together (“CRUK”).

Participant Entry

1. Participants must be aged [18] or over at the time of registration.
2. [Entrants under the age of 18 must have the permission of their parent or legal guardian before registering to take part in the Event.]
3. [Participants under the age of 16 must be accompanied at the Event by their parent or legal guardian (or by an over 18 year old who has the permission of that participant’s parent or legal guardian).]
4. We reserve the right to refuse entry to any participant who is under age, not accompanied as required or unable to provide their event registration confirmation, photo ID or other satisfactory proof of age when requested to do so by an Event official.
5. Participants are only eligible to take part in the Event if they have:
 - i. paid the £[insert entry fee amount] entry fee by [insert date]; and
 - ii. committed to aim to fundraise a minimum of £[insert fundraising target] for Cancer Research UK.
6. **Entry fees are non-refundable unless we change the Event venue, time and/or date in a material way and you are no longer able to attend the Event, or if we cancel the Event altogether. We ask that you let us know as soon as possible if you need or want to withdraw from your Event for any reason. Furthermore, where we have a right to refuse your entry to the Event under these Rules, no refund will be given.**

Changes and Last Minute Arrangements

1. We reserve the right to postpone and/or cancel the Event in our absolute discretion due to factors such as (but not limited to) adverse weather conditions.

General Health and Safety

1. **Participants must ensure they are sufficiently fit and healthy to take part in the Event. Anyone unsure of their physical ability to take part in the Event must seek medical advice from a General Practitioner prior to the Event. [It is not advisable for pregnant women to participate in the Event.]**
2. We reserve the right to refuse entry to the Event in our absolute discretion if for whatever reason we consider a person unfit to take part. We may also ask you to withdraw during the Event if we have concerns about your ability to complete it due to fitness, injury or otherwise. If you continue, you do so with the understanding that you absolve us and CRUK of all and any responsibility and progress entirely at your own risk.
3. We take all reasonable steps to minimise the risk of injury to participants during fundraising events. There is a risk assessment process in place for the Event which aims to minimise or eliminate the risk to everyone taking part. However, by taking part in the Event, you acknowledge that it is potentially hazardous and that there may be conditions or circumstances beyond our control that can lead to unforeseen risks.
4. All participants, volunteers and spectators enter and attend the Event entirely at their own risk.
5. Participants must call the Event organiser or report to an Event marshal, should they decide not to finish the route before the close of the Event.

6. Participants are responsible for ensuring they are wearing appropriate attire (including footwear) when taking part in the Event, taking into account the nature of the Event, the weather forecast and the terrain involved. We reserve the right to refuse entry to the Event to anyone with inappropriate or missing equipment or clothing.
7. All participants must **[cycle / walk / run]** with care and attention and abide by the UK Highway Code and any other rules stipulated by the Event organiser, Event marshals, police and officials.
8. First aid facilities will be provided. Any major incidents should be reported to 999.
9. By taking part in the Event, you consent to receiving medical treatment administered by medically qualified personnel during the Event if required in any circumstances where you are unconscious or otherwise incapable of making a decision regarding medical treatment.

[Cycling Health and Safety]

1. **All participants must ensure that their bicycles are in a roadworthy condition with fully functioning front and rear lights before taking part in the Event. It is recommended that front and rear lights have a battery life of at least 6 hours.**
2. **The use of a helmet during the Event is compulsory.**
3. Participants must be experienced, confident **[insert terrain e.g. road, off-road]** cyclists capable of completing the route **[insert conditions e.g. at night, within [x] hours]**.
4. Participants must be confident in handling the type of bike they choose to ride, and deviations from a standard road bike must be approved by the Event organisers ahead of the Event.
5. Absence of warning signs along the route does not signal there are no dangers approaching and it is the individual rider's responsibility to make a decision regarding whether to ride a section or not. The marking of the route does not necessarily indicate that the route is rideable and participants must make their own decision about whether to proceed on bike, foot or not at all.
6. **[All participants must write the following on the reverse of their official cycling number, which must be worn during the Event:**
 - *their name;*
 - *the details of any health problems or current medication;*
 - *the name and number of a person to contact in case of an emergency; and*
 - *any other information the participant considers could be relevant in the event of a medical emergency.]*

Liability

1. The Committee and CRUK shall not be liable for any injury or loss to persons or their property that might occur as a result of their participation in or attendance at the Event other than in respect of any death or personal injury arising out of the Committee's or CRUK's negligence. For the avoidance of doubt, nothing in this clause shall exclude or limit the Committee's or CRUK's liability for any liability that cannot be excluded or limited by law.

Conduct

1. Any participant that is suspected of being under the influence of alcohol or illegal drugs will be refused entry and will not be allowed to participate in the Event.

What you must bring on the day

You must bring the following items with you:

- **[Insert anything that participants must bring with them on the day].**

We recommend that you bring the following items with you:

- **[Bike repair kit]**
- Full water bottle and food as required
- Suitable high visibility clothing and footwear (taking into account the weather forecast)
- A mobile phone with full battery
- The emergency procedure and emergency contact details (provided at the start)
- A full route map and instructions
- **[Add any other items that it is recommended that participants bring with them for your event]**

Use of Personal Data

1. The personal data you provide to the Committee and/or CRUK when you register for the Event will be used for the purposes of organising, staging and administering the Event, including sending you your fundraising pack. The Committee and/or CRUK may also contact you to discuss your fundraising activity and follow up on your progress.
2. Your personal information may also be used for the purposes of sending communications to you where you have confirmed when registering for the Event that you would like to receive further information about the work of the Committee and/or CRUK.
3. If you provide personal data on behalf of additional entrants, please only provide this if they have confirmed that they are happy for you to do so as we will use this information for the same purposes.
4. In the case of an emergency, the Committee and CRUK may pass any personal details provided by you (either when registering for the Event or otherwise) to the emergency services or health care professionals, and also use them for the purposes of contacting your emergency contacts. CRUK and/or the Committee may also share your information with the relevant health authority for contact tracing purposes if applicable (e.g. with NHS Test and Trace in England) in the event we are asked to do so e.g. because someone who has tested positive for COVID-19 has been identified as having attended the Event.
5. First aid facilities will be provided at each Event. **If you are treated by medical providers, your details may be passed to the Committee and to CRUK.** We shall only use these details for health and safety purposes and to fulfil our legal obligations (including those under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.) All medical details will be held on the CRUK Accident Database.
6. All personal data held by CRUK will be handled in accordance with applicable privacy laws and CRUK's Privacy Statement which can be found at www.cruk.org/privacy.

Photography/Videography

1. By taking part in the Event, all participants, volunteers and spectators agree that they are happy for their names and any video footage, stills or photographs taken of them during the Event by the Committee or CRUK (or by their service providers or agents) to be used by the Committee and CRUK to publicise the Event and for commercial and/or fundraising purposes including, but not limited to, television broadcasts, advertising, publications, marketing material, merchandise, social media, personalised direct mail, social media and other documents that may be made available to the public.
2. The Committee and/or CRUK may appoint third party photographers to take photographs at the Event. All participants agree that photographs featuring them may be sent to them, to other people also featured in those photographs and to children's parents/legal guardians where children are featured in those photos. Whilst photographers will try to obtain parental/legal guardian's consent before taking images where children are more than just incidentally included, this cannot be guaranteed.

Sponsorship Money and Donations

1. Any monies raised in connection with the Event are held on trust for Cancer Research UK and must be passed to Cancer Research UK. We ask that you do this as soon as possible after the Event. **You can:**

- [Pay in your sponsorship money online on your Just Giving page]; or
- [Send cheques made payable to "Cancer Research UK" to:

[Insert *Event name*], Cancer Research UK, PO Box 1561, Oxford, OX4 9GZ
Stating the name of the Event and your entry number on the reverse.

2. You have a legal responsibility to ensure that all sponsorship monies/donations received by you for the Event are paid to CRUK.