

TERMS AND CONDITIONS

PARICIPATING CHARITY

INTRODUCTION:

- (A) Threshold organises the Events, owns and controls the Commercial Rights and has the right to license others to use or exploit such rights.
- (B) The Charity wishes to acquire in respect of the Events: Participating Charity Rights as described in Schedule 1 and Threshold has agreed to provide such rights to the Charity on the terms and conditions set out in this Agreement.
- (C) Threshold will contract with the Participants who will register directly with Threshold to take part in the Events. If a Participant registers to fundraise for the Charity, the Charity will pay the relevant Participant Fee to Threshold.

OPERATIVE PROVISIONS:

1. DEFINITIONS

The following terms shall have the meaning set out opposite them below, unless the context otherwise requires:

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| 1992 Act | means the Charities Act 1992; |
| 2016 Act | means section 13 of the Charities (Protection and Social Investment) Act 2016; |
| 2018 Act | means the Data Protection Act 2018; |
| Code | The Fundraising Regulator’s Code of Fundraising Practice; |
| Commencement Date | The date that the Charity completes registration on the Threshold Participating Charity Registration 2023 Form |
| Commercial Partner | means any official sponsor and/or official supplier from time to time in respect of the Events excluding the Title Sponsor; |
| Data Protection Legislation | means: <ul style="list-style-type: none">a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data. |
| Data Subjects | means the individuals whose Personal Data is processed by the Parties pursuant to the terms of this Agreement; |
| Designated Account | means the bank account into which the Participant Fee will be paid, details of which are: Bank name: Lloyds |

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| | <p>A/C name: Threshold Sports Limited</p> <p>Address: 41 Courtenay Street Newton Abbot Devon</p> <p>A/C number: 00599302</p> <p>Sort code: 309606</p> <p>SWIFT: LOYDGB21078</p> <p>IBAN: GB18LOYD30960600599302</p> <p>or such other account as Threshold may notify to the Charity;</p> |
| Designation | means in relation to the 2023 Events any designation set out at Paragraph 1.2 of Schedule 1, together with such other designations as Threshold may approve in writing; |
| EU GDPR | means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law. |
| Events | means events selected on the Threshold Participating Charity Registration 2023 Form; |
| Event of Force Majeure | means any event affecting the performance of any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party (other than lack of funds on the part of the Partner) including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, plague or other natural physical disaster, a period of national mourning following the death of a monarch or head of state, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling of any relevant government, court or any competent national or local authority; |
| Participating Charity | means a charity which is part-funding participants on the Event in return for fundraising. Rights are detailed in Schedule 1; |
| Participant | means any individual who participates in the Events; |
| Participant Entries | means any entry into the Events from the following packages detailed in Schedule 2; |
| Participant Fees | means the fees to be paid by the Charity to Threshold for each Participant who registers with the Events to raise money for the Charity, as detailed in Schedule 2; |
| Personal Data | shall include all personal data (as defined in the 2018 Act or the GDPR, whichever is in force in the UK at the relevant time) relating to individuals, which is processed by the Parties in connection with this Agreement; |

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| Registration Fees | means the fees to be paid by the Participant to Threshold for entry to a charity package, as detailed in Schedule 2; |
| Term | means the term of this Agreement described in Clause 2; |
| Territory | means Great Britain and Northern Ireland; |
| Threshold Participating Charity Registration 2023 form | means the form that is completed by charities to consent to being a Participating Charity; |
| Threshold Materials | means any and all promotional, marketing or advertising materials relating to the Events produced by or on behalf of Threshold; |
| UK GDPR | has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018. |
| VAT | means Value Added Tax. |

2. TERM

- 2.1. This Agreement shall be binding on and from the Commencement Date and shall continue subject to Clause 7 until 14 days following the final Event in 2023 (the “Term”).
- 2.2. The Charity shall be entitled to begin activation of the Participating Charity Rights granted under this Agreement from the Commencement Date.

3. GRANT OF RIGHTS

- 3.1. In consideration of, and subject to, the payment to Threshold by the Charity of the Participant Fee, Threshold grants to the Charity, throughout the Territory, Participating Charity Rights in respect of the Events;
- 3.2. All rights not expressly granted to the Charity under this Agreement are hereby reserved to Threshold. The Charity acknowledges and agrees:
 - 3.2.1. that Threshold is the owner of the Commercial Rights; and
 - 3.2.2. that the Charity shall not be entitled to exploit any of the Commercial Rights or otherwise associate itself with the Event other than via the exercise of the Participating Charity Rights,
- 3.3. In the event that for whatever reason Threshold is unable to deliver any of the Participating Charity Rights as set out at Schedule 1, Threshold shall be entitled to substitute alternative rights similar in nature to an equivalent value without penalty

4. CONSIDERATION

- 4.1. In consideration of the grant of the Participating Charity Rights, the Charity agrees to pay into the Designated Account the Participant Fee for each Participant that has signed up in accordance with the provisions of Schedule 2.
- 4.2. Threshold shall invoice the Charity for the Fees at the intervals specified in Schedule 2.
- 4.3. Payment of the Participant Fees shall be made in full without any set off, deduction or other withholding whatsoever.

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- 4.4. The Parties acknowledge that Participants shall register directly with Threshold for the Events, shall be bound by the terms and conditions of entry and shall pay the Registration Fees directly to Threshold.
- 4.5. Threshold may (in addition to and not in substitution for any of its other rights and remedies under this Agreement or in law):
 - 4.5.1. suspend delivery to the Charity of the Participating Charity Rights or any of them during any period in which monies properly due to Threshold from the Charity are overdue; and/or
 - 4.5.2. charge daily interest on all payments due to it from the Charity which are not paid on or within 30 days following their due date for payment at the rate of 2% above the base rate of Barclays Bank in force from the due date of payment to the date of payment in full is actually received from the Charity.

5. THRESHOLD'S OBLIGATIONS

- 5.1. In consideration of the payment of the Participant Fees, Threshold hereby represents, warrants and undertakes to the Charity as follows:
 - 5.1.1. to deliver or procure the delivery of the Participating Charity Rights (as appropriate) to the Charity, subject to Clauses 3.3 and 8.1;
 - 5.1.2. it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
 - 5.1.3. to organise and administer the Events in a professional manner and to obtain all necessary permissions;
 - 5.1.4. to observe all health and safety rules and regulations and other security requirements that apply to the Events;
 - 5.1.5. in accordance with Schedule 1, include the Charity on the Participating Charity registration form,
 - 5.1.6. to provide the Charity with a secure, live link to details of the Participants who have registered to fundraise for the Charity.
 - 5.1.7. to keep the Charity informed as promptly as reasonably practicable with respect to material developments or changes to the Events which might affect the Charity's enjoyment of the Participating Charity Rights;
 - 5.1.8. that it shall take out and maintain public liability, professional liability and event insurance appropriate to an event of this nature as recommended by Threshold's independent insurance advisor and allow the Charity to see copies of the policies on reasonable request;
 - 5.1.9. it shall observe and abide by all relevant legislation, rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority which are applicable to the Events or to the activities of advertisers or sponsors in connection with the Events;
 - 5.1.10. that it shall not assume, create or incur any liability or obligation on the Charity's behalf (and acknowledges that it has no right to do so) except as specifically authorised by the Charity in writing;
 - 5.1.11. that it shall include in the Participant's terms and conditions for the Event that if the Event is cancelled for any reason donations to the Charity will not be refunded; and
 - 5.1.12. it shall ensure that none of its directors or employees makes any defamatory or derogatory statements or take part in any activities which is or might be derogatory to or is or might

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otherwise be detrimental to the reputation, image or goodwill of the Charity, the Events, any Participant or any Commercial Partner.

6. CHARITY'S OBLIGATIONS

6.1. The Charity hereby represents, warrants and undertakes that:

6.1.1.it shall pay the Participant Fees within 30 days of receipt of a valid invoice form Threshold;

6.1.2.it has, and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

6.1.3.it shall exercise the Participating Charity Rights solely in relation to the Brand Sector and strictly in accordance with the terms of this Agreement. For the avoidance of doubt, the Charity shall not be entitled to use or exploit any of the Commercial Rights (other than the Participating Charity Rights) in any way;

6.1.4.it shall not without the prior written approval of Threshold engage in any joint promotional activity or otherwise exploit any of the Participating Charity Rights with or in connection with any third party nor exercise the Participating Charity Rights in such a manner that confusion may arise to the public as to the identity of the person to whom Threshold has granted the Participating Charity Rights;

6.1.5.it shall make reasonable endeavours to ensure that it shall not do or knowingly permit anything to be done which might adversely affect the value of the Commercial Rights or the rights of Threshold in or to any of the Commercial Rights;

6.1.6.so far as is reasonably practicable, it shall observe and abide by all relevant rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority which are applicable to the Events or to the activities of advertisers or sponsors in connection with the Events;

6.1.7.it shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of Threshold;

6.1.8.so far as is reasonably practicable, it shall ensure that none of its directors, or employees makes any defamatory or derogatory statements or take part in any activities which is or might be derogatory to or is or might otherwise be detrimental to the reputation, image or goodwill of Threshold or the Events;

6.1.9.any and all Charity Materials shall be produced to the Charity's corporate quality standards and shall be fit for their purpose; and

6.2. The Charity shall not be entitled to produce any premiums or other give-away items, which feature the Event Marks or are otherwise connected with the Events without the prior written approval of Threshold in accordance with Clause 6.3.

6.3. All Charity Materials shall be subject to the following approvals process:

6.3.1.the Charity will submit to Threshold for its prior written approval representative samples or artwork or product specifications accurately illustrating all Charity Materials prior to the proposed issue of the same;

6.3.2.the Charity shall not manufacture, distribute, issue, publish, circulate or otherwise make use of any Charity Materials without the prior written approval of Threshold;

6.3.3.in the event that the Charity submits any sample, artwork or product specification depicting any Charity Materials which is approved under Clause 6.3.1 the Charity shall ensure that such

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Charity Materials are exploited in that same shape and form and do not deviate from the sample, artwork or product specification approved by or on behalf of Threshold; and

6.3.4.in the event that at any time any Charity Materials fail to conform to any approved representative sample, artwork or other submission, the Charity shall, forthwith upon notice from Threshold withdraw any and all such Charity Materials from circulation.

7. TERMINATION

7.1. Either party shall have the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that:

7.1.1.the other party commits a material breach of any of its obligations under this Agreement and does not remedy such breach (if the same is capable of remedy) within ten days of being required by written notice to do so;

7.1.2.the other party goes into liquidation whether compulsory or voluntary or if an administrator or receiver is appointed over the whole or any part of that other party's assets or if that other party enters into any arrangement for the benefit of or compounds with its creditors generally or threatens to do any of these things or any judgment is made against that other party or any similar occurrence under any jurisdiction affects that other party;

7.1.3.that other party ceases or threatens to cease to carry on business.

8. CONSEQUENCES OF TERMINATION

8.1. The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the parties under this Agreement.

8.2. Upon expiry or termination of this Agreement:

8.2.1.the Charity's right to enjoy and exploit the Participating Charity Rights shall forthwith terminate and all such rights shall automatically revert to Threshold;

8.2.2.the Charity shall not use or exploit its previous connection with Threshold or the Events, whether directly or indirectly;

8.2.3.all sums due and payable to Threshold by the Charity at the date of termination or expiry of this Agreement shall be paid within 30 days of termination together with any accrued interest on the same.

8.3. In the event that termination arises from non-payment by the Charity of any sum due under Clause 4 (which the parties agree shall be considered a material breach of this Agreement) Threshold shall, without prejudice to any other rights under this Agreement or law, be entitled to receive the balance then outstanding of the total Participant Fees except if non-payment is due to Threshold's breach of this Agreement.

9. FORCE MAJEURE

9.1. If either party is prevented, hindered or delayed from or in performing any or all of its obligations under this Agreement by an Event of Force Majeure then:

9.1.1.subject to complying with Clause 9.1.2 and 9.1.3 that party's obligation under this Agreement shall be suspended (and that party shall have no liability in respect of the performance of such obligation) for so long as the Event of Force Majeure continues and to the extent that the party is so prevented, hindered or delayed;

9.1.2.as soon as reasonably practicable after the commencement of an Event of Force Majeure that party shall notify the other party in writing of the nature and extent of the circumstances giving

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rise to the Event of Force Majeure, the date of commencement of the Event of Force Majeure and the effects of the Event of Force Majeure and its ability to perform its obligations under this Agreement;

9.1.3.that party shall use all reasonable endeavours to mitigate the effects of the Event of Force Majeure upon the performance of its obligations under this Agreement; and

9.1.4.as soon as reasonably practicable after the cessation of the Event of Force Majeure that party shall notify the other party in writing of the cessation of the Event of Force Majeure and shall resume performance of its obligations under this Agreement.

9.2. In the event that Threshold is unable to stage the whole or part of the Event due to an Event of Force Majeure, Threshold may, at its discretion:

9.2.1. re-schedule the Event to a date within 18 months of the originally scheduled Event date; or

9.2.2. cancel the Event, meaning that the Event or a similar version of the Event will not take place within 18 months of the originally scheduled Event date; or

9.2.3. extend the Event for such period as is reasonably necessary for the route to be completed.

9.3. If the Charity decides to be associated with a future or re-arranged event pursuant to 9.2.1 above, then this Agreement shall continue in place, with the dates adjusted as necessary, with no additional amounts other than what is already provided for in this Agreement becoming payable.

9.4. If the Charity does not elect to be associated with a future or re-arranged event pursuant to 9.2.1 above, this Agreement shall terminate and in respect of the Participant Fee, the Charity may decide whether to withdraw its part-funding of such Participants, with the Participant Fee payable/refunded in accordance with in accordance with the public refund policy set out in the Participant terms and conditions. Options available to the individual Participants who are no longer part-funded shall be governed by the applicable terms and conditions of entry.

10. LIABILITY

10.1. Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injuries resulting from the negligence of that party or of its employees while acting in the course of their employment.

10.2. Neither party shall be liable to the other under this Agreement for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of this Agreement due to an Event of Force Majeure.

10.3. Under no circumstances shall either party be liable for any actual or alleged indirect or consequential loss howsoever arising suffered by the other party, including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

10.4. Either party's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of the obligations under this Agreement in respect of any one or more incidents or occurrences during the Term shall be limited to a sum equal to the amount of the relevant year's Participant Fee received as at the date on which the act or omission occurs.

10.5. The foregoing limitations of liability shall apply to the extent permitted by any mandatory applicable law.

11. ASSIGNMENT

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Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

12. ANNOUNCEMENTS, CONFIDENTIALITY AND DATA PROTECTION

- 12.1. No announcement shall be made by either party in relation to this Agreement without the prior written consent of the other and neither party shall without the prior written consent of the other (save as required by law) disclose to any third party any information concerning the terms or subject matter hereof including any information relating to the operations or affairs of the Charity or its suppliers, customers, clients, supporters, donors or beneficiaries and any other information of a confidential nature subject to any disclosure which may be required by law.
- 12.2. Each party shall at all times comply with – and ensure that its sub-contractors comply - with the data processing terms set out in Schedule 3 and any applicable laws, rules and regulations when performing its obligations under this Agreement, including any such laws rules and regulations relating to employment, working conditions, social security, data processing, anti-bribery and the environment. Threshold shall further, at its own expense, procure/maintain any relevant licenses, permits and authorisations and ensure that those are in full force and effect during the Term.
- 12.3. Threshold further warrants that:
 - 12.3.1. any personal data that it provides to the Charity in connection with the Agreement has been obtained and shared lawfully in accordance with all relevant requirements of the Data Protection Legislation; and
 - 12.3.2. it will make available to the relevant data subject a data protection notice informing the data subject of the identity of the data controller(s), the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair (including the fact that the data may be shared with the Charity for the purposes of the Agreement and to send direct marketing).

13. NOTICES

- 13.1. The parties agree that all notices under this Agreement shall, unless otherwise notified, be served on the following addresses:
 - 13.1.1. Lucy Olden, Senior Account Manager, Threshold Sports, 42 Bond Street, Brighton, East Sussex, BN1 1RD
- 13.2. All notices shall be in writing and may be delivered personally, by first class pre-paid post or by registered mail and shall be deemed to be properly given or served:
 - 13.2.1. when left at the address above if delivered personally or two working days after being sent to the intended recipient by pre-paid post addressed as aforesaid; or
 - 13.2.2. if the day referred to in Clause 14.2.1 is not a working day, the first working day thereafter.

14. GENERAL

- 14.1. The granting by any party of any time or indulgence in respect of any breach of any term of this Agreement by the other shall not be deemed a waiver of such breach and the waiver by any party of any breach of any term of this Agreement by the other shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- 14.2. Save as expressly provided herein, this Agreement shall represent the entire agreement between the parties, operate to the entire exclusion of any deal memo, heads of agreement,

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memorandum or other agreement or understanding of any kind between the parties preceding the date of this Agreement.

- 14.3. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.
- 14.4. All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.
- 14.5. Each party shall bear its own costs of and incidental to the negotiation, making and fulfilment of this Agreement and the transactions contemplated hereby.
- 14.6. Each party will do all things necessary including executing all documents necessary to give effect to the intention of the parties in relation to this Agreement.
- 14.7. Notwithstanding any other provision of this Agreement none of the terms of this Agreement shall be relied upon or enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party who is not a party to this Agreement. This provision will not affect any rights and remedies available to a third party apart from the aforementioned Act.
- 14.8. Should any term of this Agreement be considered void or voidable under any applicable law, then such terms shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated.
- 14.9. This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each party.
- 14.10. This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

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SCHEDULE 1

PARTICIPATING CHARITY RIGHTS

For activation in respect of the Event:

- 1.1. **Registration Form:** Threshold will list the Charity on the public Participating Charity Registration Form, and will:
 - Provide a registration link to the Participating Charity Registration Form for the charity use for its own promotional purposes
 - Provide a participant report via a 'Smartlink' for the charity to access 'live' participant data
- 1.2. All Participant Entries shall be subject to the conditions of entry and Threshold reserves the right to withhold entry from or disqualify any Participant that does not observe such conditions in full.

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SCHEDULE 2 PARTICIPANT FEES

All Participating Charity Participant Entries will be available to Participants through a Participating Charity registration form and are subject to availability.

1. Participant Fees

1.1. London Revolution

1.1.1. The Participant pays Threshold a Registration Fee of £54 (Weekender) or £34 (Ultra) inc. VAT and commits to fundraising a minimum of £450 for the Charity.

1.1.2. The Charity pays Threshold a Participant Fee of £155 + VAT (Weekender) or £114 + VAT (Ultra) for each charity place that is purchased by a Participant for the Charity.

1.2. Ride Across Britain

1.2.1. The Participant pays Threshold a Registration Fee of £499 (Classic Package) inc. VAT and commits to fundraising a minimum of £2,500 for the Charity.

1.2.2. The Charity pays Threshold a Participant Fee of £1,334 + VAT (Classic)

1.3. Race to the King

1.3.1. The Participant pays Threshold a Registration Fee of £50 (Weekender) or £30 (Non stop) or £20 (50km) inc VAT and commits to fundraising a minimum of £500 (Weekender & Non stop) or £300 (50km) for the Charity.

1.3.2. The Charity pays Threshold a Participant Fee of £171 + VAT (Weekender) or £121 + VAT (Non stop) or £71 + VAT (50km) for each charity place that is purchased by a Participant for the Charity.

1.4. Race to the Stones

1.4.1. The Participant pays Threshold a Registration Fee of £60 (Weekender) or £40 (Non stop) or £30 (50km) inc VAT and commits to fundraising a minimum of £500 (Weekender & Non stop) or £300 (50km) for the Charity.

1.4.2. The Charity pays Threshold a Participant Fee of £175 + VAT (Weekender) or £125 + VAT (Non stop) or £75 + VAT (50km) for each charity place that is purchased by a Participant for the Charity.

2. Invoicing schedule

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| London Revolution | 1 st payment: - 18 th August 2023 - Participant Fees 2 nd payment - 22 nd September 2023 - Additional Participant Fees incurred since previous invoice |
| Ride Across Britain | 1 st payment: - 30 th June 2023 - Participant Fees |

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| | <p>2nd payment</p> <ul style="list-style-type: none"> - 28th July 2023 - Additional Participant Fees incurred since previous invoice |
| Race to the King | <p>1st payment:</p> <ul style="list-style-type: none"> - 11th April 2023 <p>Participant Fees 2nd payment</p> <ul style="list-style-type: none"> - 16th May 2023 - Additional Participant Fees incurred since previous invoice |
| Race to the Stones | <p>1st payment:</p> <ul style="list-style-type: none"> - 26th May 2023 <p>Participant Fees 2nd payment</p> <ul style="list-style-type: none"> - 30th June 2023 - Additional Participant Fees incurred since previous invoice |

- 2.1. All Participant Fees are non-refundable.
- 2.2. The Charity has one (1) week from the date of invoice to request the removal any Participant Fee's of Participant's who have not reached an adequate fundraising amount.
- 2.3. Thereafter, the Charity is bound by the invoice and must pay in accordance with this Schedule 2 and within the terms outlined in Clause 4.

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SCHEDULE 3

DATA PROTECTION

“Data Controller, Data Processor, Data Protection Officer, Data Subject, Personal Data, Personal Data Breach, Special Categories of Data” takes the meaning given in the Data Protection Legislation;

1. Data Protection

- 1.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, Threshold Sport is both the Data Controller and the Data Processor. The Charity is also a Data Processor.
- 1.2. Threshold Sports agree to forward data to the Charity in respect of those people who choose to fundraise for your Charity and agree that Threshold can share their data with the Charity. This will be done on the understanding that:
 - 1.2.1. The Charity agrees to treat all Data as confidential and process it only in accordance with Threshold’s instructions;
 - 1.2.2. All Personal Data supplied by Threshold to the Charity, in relation to the Programme shall be used by the Charity only for the purposes of and in accordance with the provisions of this Agreement;
 - 1.2.3. To notify Threshold immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to, or destruction of the Data and will use all reasonable efforts to restore such Data at its own expense;
 - 1.2.4. Take appropriate technical and organisational measures to keep such Data secure against the unauthorised or unlawful processing of the Data and against accidental loss or destruction of, or damage to, the Data, including by:
 - 1.2.4.1. Not disclosing or making any Data available whether directly or indirectly to any third party without the express consent of Threshold, except to those of its officers, employees, contractors, volunteers or agents who it is strictly necessary to have access to such Data in connection with the purpose;
 - 1.2.4.2. Taking responsible steps to ensure the reliability of any employees who have access to such personal data;
 - 1.2.4.3. Not, without Threshold’s prior written consent, allow removal, transfer or transmission (whether physically or electronically) of any Data or storage of such Data on portable computer, mobile communications or electronic storage device without first ensuring that such Data is appropriately secured in accordance with its obligation under this Clause 1;
 - 1.2.4.4. Ensuring that its method of storing Data is secure, password protected (20 alphanumeric characters mix upper/lower case, special and numbers) on computer systems on which Data is stored and ensure that only authorised personnel are given details of the password via a separate phone call or text;
 - 1.2.4.5. Ensuring a level of security appropriate to the harm that may result from such unauthorised or unlawful processing or accidental loss, destruction or damage and appropriate to the nature of such personal data; and
 - 1.2.5. The Charity shall on reasonable notice and at reasonable times and otherwise in accordance with Threshold’s instructions, permit any authorised representative of Threshold, to comply with its obligations as the data controller in respect of the Data.
 - 1.2.6. It is also agreed that upon termination or expiry of this Agreement, the Charity shall, as soon as is reasonably practicable, return or provide all copies of the Personal Data to Threshold or destroy all such copies in accordance with Threshold’s instructions; unless the Charity has

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procured further permissions from Participants to contact them regarding future events with the Charity.

1.2.7. The Charity undertakes with Threshold that it shall not sub-contract performance of any of its obligations in relation to the processing of Data without Threshold's written consent and such subcontractor entering into an agreement on the same or similar terms as this Agreement.

1.3. The Charity shall, and will ensure that any Delivering Organisations shall:

1.3.1. comply with all obligations and requirements of the Data Protection Laws that are applicable to the performance of this Agreement; and

1.3.2. maintain in existence during the Term a notification with the Information Commissioner (as defined in the Data Protection Laws) appropriate to the performance of this Agreement pursuant to the requirements of the Data Protection Laws unless the Party is exempt from notification.

1.4. Threshold shall be entitled, on giving at least three working days' notice to the Charity, to inspect all facilities, equipment, documents, policies and procedures, IT operations and electronic data relating to the processing of the Personal Data by the Company.

1.5. The Charity will notify Threshold promptly (and in any event not later than within 36 hours) of any complaint, request, notice or communication it receives relating to the processing of any Data or to either party's compliance with the Privacy and Data Protection Requirements and the data protection principles therein, from a data subject; the Commissioner; or any other competent regulatory authority; and any such complaint will be forwarded to Threshold and not responded to without Threshold's written consent.

1.6. In respect of any such complaint, data protection impact assessment, notice or communication, the Charity agree to provide Threshold with full co-operation and assistance in relation to any such complaint, notice or communication that relates to the processing of Data.