

# CONDITIONS OF ENTRY

This Agreement is entered into between the Participating Establishment ('You' or '**Participating Establishment**') and FIRST UK (We/Us); each a "party" and together as "parties" to this Agreement.

## Definitions

**Participating Establishment** is any DFE or OFSTED registered organisation (school, academy, SEND, Alternative Education Provider) or at FIRST UK's discretion nationally recognised youth or Community Groups with a documented Safeguarding Policy.

**Participant** is a young person aged 12 to 18 and the responsible adult acting as designated team lead.

## Payments

**Commitment fee** is £49 plus VAT. **Kit fee** where applicable is £799 plus VAT. Both the Commitment Fee and Kit Fee are non-refundable. Standard payment terms are 30 days from date of invoice. The Participating Establishment agrees that no costs for participation will be passed on to participants.

## Obligations

Upon payment of the Commitment Fee, we undertake to provide you with:

- **Resources** - access to programme teaching content including the e-learning platform
- **Support** - advice and guidance on all aspects of the programme including securing a mentor
- **Events** - participation a regional tournament and where successful the UK championships
- **Accreditation** - access to CREST Award and Industrial Cadets accreditation<sup>1</sup>
- **Bursaries** - ability to apply for additional grants supporting participation (kits, travel, supply cover)

Upon payment of the Commitment Fee, you undertake to participate to the best of your ability including:

- Assembling a diverse and inclusive team
- Securing a mentor using advice and tools provided by us
- Meeting frequently (typically weekly for duration of programme)
- Attending a local practice tournament (half-day, May 2021)
- Participating in a regional competition (one day, Jun/Jul 2021)
- Complying with any conditions associated with bursaries or grant awards
- Assisting participants in completing questionnaires for evaluation purposes

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<sup>1</sup> We ensure that the FIRST Tech Challenge programme is quality assured and accredited by Industrial Cadets (Engineering Development Trust) and CREST Awards (British Science Association). Learner accreditation is processed by these organisations, applied for by the Participating Establishment and is subject to meeting pre-defined eligibility criteria and any payment to the provider unless otherwise specified by FIRST UK.

## Safeguarding

*FIRST* UK is committed to ensuring that all participants have a positive and safe experience on the programme in line with its [Safeguarding Policy](#). The ultimate responsibility for safeguarding lies with the Participating Establishment. The Participating Establishment should appoint a designated (and a deputy) employee to act as Safeguarding Lead. These representatives must remain on site and ensure participants are supervised at all times by the relevant teaching staff including when a mentor, *FIRST* UK staff, or other adult is present. All participants should adhere to [Keeping Children Safe in Education 2019](#) and any relevant guidance and legislation. It is the Participating Establishment's responsibility to undertake necessary risk assessments and take into consideration any additional requirements of participants or attendees of the programme.

## Privacy and consent

*FIRST* UK encourages participants to document and share their experiences (in the form of film, audio and via photography) and *FIRST* UK will be taking photos and images during events. These images may be shared by the Participant or Participating Establishment online via social media and/or with/by *FIRST* UK. Where such sharing occurs, implicit consent is deemed provided for *FIRST* UK to use imagery, film and content for the purposes of publicity and promotion. Where *FIRST* UK itself captures images or video of participants at events or other contexts prior consent will be obtained via an opt-out process in line with our [Consent Policy](#). Imagery and film stored by *FIRST* UK will be retained in perpetuity. No names of young people will be used or attributed without explicit prior written consent. It is the Participating Establishment responsibility to ensure parents or carers of Participants complete any necessary consent to participate in the programme. Information on how we process data is found in our [Privacy Policy](#).

## Intellectual property

All copyright, trademarks, design rights, and other intellectual property rights (registered and unregistered) in and on the website and all content provided by *FIRST* UK shall remain vested in or its licensors. The Participating Establishment will be granted access to all relevant materials required for the programme, these materials should be used for participation in the programme only. The materials are not permitted to be used for any other purpose, and commercial use is prohibited. If the Participating Establishment would like to use any materials for any other use, consent should be sought in advance.

## Termination and cancellation

*FIRST* UK reserves the right to terminate this agreement (and refund any deposits paid) and where kit fees have been paid and termination is on our side, to refund the kit fees as long as the kit is returned in its original condition. This includes a right to postpone, amend, or cancel events without incurring any liability. We require all participating teams to have their own insurances to participate in the programme and to attend events.

## Complaints

Complaints should be raised in accordance with *FIRST* UK Complaints Policy. In the event of a dispute, the parties shall attempt to resolve the matter in good faith and escalate internally, where appropriate. These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.