

CONDITIONS OF ENTRY

This Agreement is entered into between the Participating Establishment ('You' or '**Participating Establishment**') and FIRST UK ('We' or '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.

Team Lead is a responsible adult (18 years or over) acting as the primary contact for the programme, authorised by and acting on behalf of the Participating Establishment.

Participant is a young person aged 12 to 18.

Payments

Commitment fee is £299 plus VAT for the Participating Establishment's first team and £99 plus VAT for each additional team.

Kit fee, where applicable, is £999 plus VAT. Both the Commitment fee and Kit fee are non-refundable. Standard payment terms are 30 days from the 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 the programme, including online resources and learning materials
- **Support** – guidance on all aspects of the programme, including securing a mentor
- **Events** – entry to one local practice event, one regional tournament and, where successful, the UK championships
- **Accreditation** – access to accredited CREST and Industrial Cadets awards¹

¹ 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.

- **Bursaries** – ability to apply for 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 as recommended by *FIRST* UK, in accordance with our [EDI pledge](#)
- Securing a mentor, using advice and tools provided by Us
- Meeting frequently (ideally weekly, 1-2 hours, for duration of the programme)
- Registering the team on the *FIRST* Inspires platform, by the required deadline
- Attending a local practice event (half-day, Dec 2022/Jan 2023)
- Participating in a regional tournament (one day, February/March 2023)
- Complying with any conditions associated with bursaries or grant awards
- Ensuring Participants complete questionnaires for evaluation purposes

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](#). However, the ultimate responsibility for safeguarding lies with the Participating Establishment. The Participating Establishment should appoint a designated employee to act as Safeguarding Lead, as well as a deputy. 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 2022](#) and any relevant guidance and legislation. It is the Participating Establishment's responsibility to undertake necessary risk assessments as well as 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 photography). 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 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 responsibility of the Participating Establishment 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 as well as all content provided by *FIRST* UK shall remain vested in *FIRST* UK or its licensors. The Participating Establishment will be granted access to all relevant materials required for the programme, to be used for participation in the programme only. The use of these materials is not permitted for any other purpose and commercial use is prohibited. If the Participating Establishment would like to use any materials for any other use, consent from *FIRST* UK must be sought in advance.

Complaints

Complaints should be raised in accordance with the *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 dispute.

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.