



## Tenner Challenge 2018 Terms and Conditions

In these terms and conditions “**YE**”, “**We**”, “**Us**” or “**Our**” means Young Enterprise (registered company number 712660; registered charity number 313697) and “**You**”, “**Your**”, or the “**Organisation**” means the secondary school, FE/college, free school or special school, charity or youth club that participates in the Tenner Challenge 2016 (also referred to as the “**Challenge**”). “**Participant**” means any young person who partakes in the Challenge and, subject to the entry requirements as set out at clause 2, at the end of the Challenge, You may arrange for one or more of your Participants to enter the “**National Competition**” in which winners will be announced and awards will be given out.

Entry to the Challenge must be through the official application process only at: [www.tenner.org.uk](http://www.tenner.org.uk).

The Challenge is open to all Organisations that are dedicated to young people aged 11 – 19 years (for example, Brownie Guides or Cub Scouts) within the UK (including Channel Islands & Isle of Man), but our employees and their families or anyone professionally associated with the Competition and their direct family members are not permitted to enter.

### 1. The Challenge

- 1.1 Participants may work in groups (a “**Team**”) or individually. It is for You and the Participants to determine the amount of Funds to be allocated to a Team (up to a maximum of £10 per Participant).
- 1.2 Participants are challenged to make as much profit as possible and make a difference through enterprising activities in 4 weeks. All enterprising activities must be specifically created for the Challenge and cannot comprise of the same activity being used in another of Our programmes, e.g. Company/Team Programme; or any other variation of the Tenner Challenge.
- 1.3 Participants and Teams are not permitted to undertake any business activity which involves gambling, fraud or illegal activities.
- 1.4 We may disqualify You and/or the Participants from the Challenge if We have reasonable grounds to suspect that You and/or the Participant(s) are in breach of these terms and conditions or Your or a Participant's participation in the Challenge involves gambling, is fraudulent, or otherwise unlawful.
- 1.5 We will advance the Funds only to your Organisation's bank account. You shall only use the Funds for the purpose of the Challenge. You will return any Funds that are not advanced to Participants for the purposes of the Challenge within 30 days of receipt.
- 1.6 You shall be responsible for distribution of the Funds to the Participants and Teams and all supervision of the activities of the Participants and Teams in



relation to the Challenge. You shall not distribute any Funds prior to the Challenge commencing date.

- 1.7 The Participants and Teams must return the original £10 on completion of the Challenge, or in the event that the Participant or Team does not make a profit, to return at least £6 ("the Pledge"). If the Participant or Team makes a profit the Participant or Team may donate to Us a further £1 per £10 pledged ("the Legacy Contribution") to sustain the Challenge bank.
- 1.8 You shall collect the Pledge and any Legacy Donation from all Participants on completion of the Challenge on 16 March 2018. You shall pay all monies received from all Participants to Us by 18 May 2018 by electronic payment. Our bank details will be provided when the Funds are initially advanced to You.
- 1.9 Any profit that is made by the Participant or Team (defined as any money in excess of £10.00) may be retained by the Participant or Team (subject to clause 1.7).

## 2 Data Privacy

- 2.1 On registration You will need to provide details including the name and postcode of your Organisation and the name, telephone number and email address of the person supervising the Participants at the Organisation.
- 2.2 To find out how we use the information you provide to us please see Our Privacy Policy [here](#). YE will comply with all data protection legislation in force during the Challenge and National Competition.

## 3 General

- 3.1 To the fullest extent permitted by law, We shall not be liable to You for any indirect or consequential costs, expenses, loss or damage or any loss of revenue arising from entry in the Challenge or National Competition, or any prize or award, or any damage to any Participant or computer or any other equipment used to upload or download material relating to this Challenge or National Competition.
- 3.2 Nothing in these terms and conditions shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud or to restrict or exclude any other liability which cannot be so restricted or excluded in law.
- 3.3 Participants may benefit from Our public and product liability insurance subject to the terms set out below. Please ensure you are familiar with these terms which are available to You on Our website. If the insurance provider refuses for any reason to provide the benefit of this insurance to the Participant, We shall not be



liable to provide to You or the Participant any replacement benefit of the same or similar kind or to pay any compensation in lieu.

- 3.4 You shall be responsible for the health and safety of all Participants and compliance with all relevant legal requirements.
- 3.5 We do not accept any responsibility for failure on the part of any telecommunications operator, or any interruption in or cessation of Your or the Participant's ability to gain access to the website, or any network congestion, technical failure or other problem in any telephone line, internet connection, network, system, provider or otherwise which results in any entry not being correctly received.
- 3.6 We may cancel or suspend the Challenge or National Competition for any reason beyond Our reasonable control with immediate effect by notice in writing (including email). We may amend these rules without notice, by posting changes to them on the website [www.tenner.org.uk](http://www.tenner.org.uk).
- 3.7 We will operate the Challenge using reasonable care and skill at all times. All other terms and conditions implied by law are, to the fullest extent permitted by law, excluded.
- 3.8 As far as is legally possible, the Challenge shall be governed by the laws of England and Wales and We, You and the Participants agree to the non-exclusive jurisdiction of the courts of England and Wales.



## Insurance cover

Tenner Challenge trading is covered by a Young Enterprise insurance policy during the four weeks challenge dates only. Any questions about insurance not covered here should be submitted to: [tenner@y-e.org.uk](mailto:tenner@y-e.org.uk)

The following notes on insurance are for general guidance only. They are not an exhaustive synopsis of the Young Enterprise Insurance Policy. A copy of the Insurance Policy Statement can be downloaded from the **Tenner resources**.

### **Products and Public Liability (Including Prohibited Products)**

Young Enterprise has effected Products and Public Liability Insurance, under which there is an indemnity up to £10,000,000 to cover such amounts as it may legally be liable to pay in respect of accidental death, bodily injury, or loss of or damage to, material property not belonging to or held on trust by Young Enterprise, happening in connection with its occupation as a youth training organisation.

The Products Liability extends the policy to include any goods sold or supplied by Young Enterprise but **excludes**:

- "Operating with the U.S.A. or Canada", or any territory under their jurisdiction;
- the cost or value of any product lost or damaged due to defects;
- the direct or indirect costs of repair or replacement of any product;
- losses resulting from damaged products designed by you or on your behalf and subsequently sold or transferred to some other party;
- any liability assumed on behalf of Young Enterprise by means of an express agreement or contractual undertaking if such a liability would not otherwise have arisen.

The Young Enterprise insurance does **not** cover the manufacture or operating in any of the following products or activities:

- the repair and maintenance of mechanically propelled vehicles;
- the manufacture, storage, filling, breaking down or transport of explosive gases;

**Also not** covered by the policy are manufacturing, reconditioning, alteration, repair, sale or supply of:

- cosmetics and beauty preparations including Henna products and face paints, other than the re sale of proprietary branded products, including soap, perfumes and bath salts;
- goods for use as component parts in aircraft control;
- goods for animal consumption;
- goods for use in the repair and maintenance of mechanically propelled vehicles;
- acids, gases including helium balloons, explosives, fireworks and chemicals; drugs and pharmaceutical products;
- fertilizers, crop and weed spraying preparations;
- the manufacture, modification or sale of any product which has to be plugged into the mains electricity supply.



**Please note that:**

- Young Enterprise Tenner student companies must not trade in alcohol or tobacco products or set up events where alcohol or tobacco are being sold or served even if students are not directly involved in serving these products.
- Young Enterprise Tenner student companies must not act as Travel Agents, Tour Operators or Taxi Services
- Young Enterprise student companies must not run gambling activities with the exception of raffles where cloakroom tickets are sold exclusively within the school or college.

Please note the following:

**Cash:**

The loss of cash is not covered by the insurance policy. Special care should be taken to keep it safe at all times.

**Food and Drink:**

Participants can buy and sell on branded foodstuffs (except those requiring refrigeration or other special storage arrangements) as long as the product has an ingredients list and a best before date which is more than three months from the date of sale by the Participant.

Manufacturer's multiple packets can be broken down as long as the wrapping on individual items are marked with best before dates and the manufacturer has not restricted the breaking down of a multiple pack product for re-sale (this is printed on the packaging).

If Participants are planning any catering activity the Organisation will need to ensure that all relevant environmental health legislation is complied with in the preparation, storage and selling of the food. **This activity is not covered under Young Enterprise's insurance policy.** To check this out further you need to contact your local Environmental Health Officers at your local authority.

**Cosmetics and beauty products:**

As with food, branded products can be resold as long as they are still in the manufacturers packaging.

If Participants are planning anything that involves reconditioning or use of these products (e.g. making soap or face painting) the Organisation will need to ensure that all relevant legislation is complied with in the preparation, storage and selling of the products. **This activity is not covered under Young Enterprises insurance policy.**

**Car washing:**

This activity is covered by Young Enterprises insurance policy however; extra care should be taken to make sure cars are not damaged during cleaning. Damage can be caused when a sponge is dropped on the floor, picking up grit which then scratches the paint.



The insurance policy does not cover:

- liability arising directly or indirectly from ownership, possession or use by or on behalf of Young Enterprise of any mechanically propelled vehicle for which a Certificate of Motor Insurance is required, or of any aircraft, hovercraft or watercraft;
- liability arising directly or indirectly for loss or damage to property owned by or in the custody or control of Young Enterprise or Students;
- the first £100 of each and every loss arising from Third Party Property Damage and depending on specific circumstances this may be higher. (No excess applies to Public and Product Liability).
- The indemnity provided by the policy is extended to individual participants in the Tenner Programme (i.e. Students) while they are engaged in its recognised activities, provided that they observe completely all the terms of the policy and provided also that they are not entitled to an indemnity under any other policy. This extension of the policy applies also in the event of one participant making a claim against another.
- As guidance in terms of personal possessions or clothing, these are not covered for loss or accidental damage by the owner except in circumstances whereby Young Enterprise or their employees can be held legally liable for negligence.

#### Materials Damage Insurance

- Young Enterprise has also effected a materials damage insurance to cover property belonging to Young Enterprise student companies.

The insurance policy does not cover:

- the first £100 of any one claim and depending on specific circumstances this may be higher;
- theft unless from premises involving entry to or exit from these by forcible or violent means;
- the loss of cash.
- It is assumed that sponsoring organisations and the owners and occupiers of premises will insure themselves against any damage to the buildings while these are used for educational purposes; such contingencies are NOT therefore, among the risks against which Young Enterprise is insured, if such premises are deemed to be in the custody or under the control of Young Enterprise.
- Organisations or teachers should ensure that the Young Enterprise is advised when an accident occurs.
- It should be noted that there is NO personal accident cover on individual participants in the Tenner Programme and all members should be aware that this cover is up to the individual concerned, as indeed many schools have their own schemes available to the parents of students.

#### Other

- Any group considering products or services that are not covered by the YE Insurance policy, can arrange their own insurance cover if desired. You must be able to demonstrate that the level of any cover established is at least equivalent to that provided via YE. You must send a copy of the policy to the YE Support Centre prior to commencing with the product/service.
- Any questions about insurance not covered here should be submitted to: [tenner@y-e.org.uk](mailto:tenner@y-e.org.uk)