In these Terms and Conditions and the associated Data Privacy Notice, the following terms shall have the following meaning:

“Applicant” means a Broker invited to participate, or a Charity nominated by a Broker that has applied to receive funding under the Programme pursuant to these Terms and Conditions;

“Broker” means any broker that the Promoter has at its sole discretion selected for the purpose of the Programme from time to time upon the terms set out in these Terms and Conditions;

“Broker Charity” means a charity that has been nominated by a Broker and has been selected at the Promoter’s sole discretion to participate in the Programme and receive funding from the Promoter pursuant to the selection criteria described in these Terms and Conditions;

“Data Protection Legislation” means all applicable data protection and privacy laws and regulation, guidance and codes of practice, including (without limitation):

(i) EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as incorporated into domestic United Kingdom law by the European Union (Withdrawal Agreement) Act 2020 and amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 (together the UK GDPR);
(ii) the Data Protection Act 2018;
(iii) data Protection (Charges and Information) Regulations 2018;
(iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
(v) any other all legislation in force in the UK from time to time in respect of data protection and privacy guidance and codes of practice issued from time to time by the Data Protection Regulator;
(vi) guidance and codes of practice issued from time to time by the Data Protection Regulator, in each case as amended, updated or replaced from time to time;

“Data Protection Regulator” means the UK Information Commissioner’s Office, and any successor body or bodies to such organisations, as the context may require,

“Group” in relation to a company, that company, any subsidiary or any holding company from time to time of that company and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group. For the purposes of this definition, subsidiary and holding company have the meanings set out in section 1159 of the Companies Act 2006;

“Handbook” means the Regulator’s handbook of rules and guidance and the rules and guidance of any regulatory body which succeeds to one or more of the functions and/or duties of the Regulator as may apply from time to time;

“Health and Safety Requirements” means all applicable UK health and safety statutes, statutory instruments, orders, regulations and codes of practice (whether or not having the force of law) in force from time to time, and in particular but without limitation, in England and Wales, the Construction (Design and Management) Regulations 2015, the Health and Safety Act 1974, the Environmental Protection Act 1990 and the means the Control of Substances Hazardous to Health Regulations 2002, as may be updated or amended from time to time;
“Programme” means the charity support programme run by the Promoter and made available to Brokers and their nominated Charities upon the terms set out in these Terms and Conditions;

“Promoter” means Ecclesiastical Insurance Office plc, a company registered in England and Wales with company number 24869 whose registered office is at Beaufort House, Brunswick Road, Gloucester, GL1 1JZ;

“Regulator” means the Prudential Regulation Authority, the Financial Conduct Authority, the Data Protection Regulator, and any successor body or bodies to such organisations, as the context may require;

“Regulatory Requirements” means all legal and regulatory requirements in the United Kingdom, and any other jurisdiction that are applicable in relation to the Programme, the services and activities of the Promoter or any other member of the Promoter’s Group, the Broker or any member of the Broker’s Group, including without limitation, the Data Protection Legislation, the Health and Safety Requirements, the Financial Services and Markets Act 2000 (FSMA), the Financial Services Act 2012 (FSA) and all rules, regulations, statements, codes and other requirements made under FSMA or the FSA (including, for the avoidance of doubt, the Handbook, the Regulator’s treating customers fairly obligations) or made or imposed by any authority or body including but not limited to the Regulator;

“Terms and Conditions” means the terms set out in these Terms and Conditions which represent the agreement between any Applicant and the Promoter in relation to participation in the Programme.

These Terms and Conditions apply to the Programme and submission of an application to enter into the Programme is acceptance of these Terms and Conditions by the Broker and/or the Broker Charity and/or the Applicant (as the case may be). Therefore, please read these Terms and Conditions carefully.

The Programme offers Applicants the opportunity to apply for funding from the Promoter under the Programme pursuant to these Terms and Conditions.

The opportunity is offered at the Promoter’s sole discretion and are subject to:

(a) the terms set out in these Terms and Conditions, and
(b) availability.

**Funding conditions**

**Entry and eligibility criteria**

To apply for funding on behalf of a Charity you must be an existing Broker as at 1st January 2022.

Entry to the Programme is only available to Applicants residing in the United Kingdom, who are not immediate family members (spouse, partner, child, parent or sibling) of any employee of the Promoter.

**About the Broker charity**

In order to become a Broker Charity and to be successful in its application for funding under the Programme, the Charity that the Applicant seeks funding for from the Promoter must:

(a) have been in existence for at least six months;
(b) be a not-for-profit organisation;
(c) meet due diligence process requirements of the Promoter; and
(d) have an annual income of less than £5,000,000.

Nonetheless, it remains the absolute discretion of the Promoter whether to accept the Charity as a qualifying Charity and whether to grant any funding to the Charity.
About the funding

Where funding is granted by the Promoter, the funding must:

(a) be used for a specified “charitable purpose” as defined in section 2 of the Charities Act 2011 (as amended from time to time);
(b) support the Broker Charity’s mission and further its work;
(c) benefit the Broker Charity’s activities in the United Kingdom, and
(d) not be for the benefit of any one individual.

The Promoter will only accept one application per Broker business in a calendar year.

The Promoter invites funding applications of up to £5,000. The funding awarded to any one Charity will not exceed £5,000. Smaller awards of less than £5,000 may be made and allocated entirely at the Promoter’s discretion.

Provided that explicit written consent is obtained by a Charity, Brokers can complete the application on a Charity’s behalf, or the Charities can complete the application themselves.

Funding can support any Charity supporting any kind of social issue, but the Promoter is particularly keen to receive applications from Charities doing work to:

(a) preserve heritage skills so they are not lost forever, or
(b) support the health and wellbeing of young people so they can aspire to a better future.

The Promoter will not consider any funding applications or approve funding for any charity that:

(a) discriminates unlawfully in any way, as determined by the sole discretion of the Promoter;
(b) supports any specific political party or affiliated group;
(c) relates to any controversial subject matter that is contrary to the values and expectations of the Promoter and its Group; or
(d) plans to use the funding for any commercial purpose.

The Promoter accepts no responsibility for any injury, loss, damage, liabilities or disappointment incurred or suffered by an Applicant, a Broker, a Charity or any employees of the Broker or the Charity as a result of applying for or entering into or participating in the Programme or receiving any funding as part of the Programme.

The Promoter further disclaims liability for any damage to any person’s computer relating to or resulting from participation in or downloading any materials in connection with the Programme.

The Promoter shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to pandemic, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, unanticipated legislation or any other unforeseen circumstances.

Nothing in these Terms and Conditions shall exclude the liability of the Promoter for death, personal injury, fraud or fraudulent misrepresentation.

Application process

Applications should be made directly by Applicants via the form provided by the Promoter, communicated via email.

Applications will only be considered up to Friday 25 March 2022.

Applications cannot be changed once these have been submitted.

The Promoter accepts no responsibility for applications that are lost, destroyed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the application is not proof of receipt.

The Promoter will not be liable for any expenditure incurred by a Broker or Charity or organisation or individual whilst making any application to the Programme.

Applications will be considered by the Promoter and an independent due diligence provider. The Head of Responsible Business and the Promoter shall notify the Broker of the successful outcome of the application at which point the Broker shall then contact the Charity directly.

Funding awarded to a Charity under the Programme is non-exchangeable and non-transferrable and once awarded it is to be used for the purpose specified on the relevant application form.
Data Protection

For the purpose of this paragraph the following words shall have the meaning set out in the Data Protection Legislation: “data controller”, “data subject”, “personal data”, “personal data breach” and “process”.

Each Applicant and the Promoter acknowledge that each shall act as data controller in respect of the personal data submitted as part of the application process under the Programme and their liability to data subjects shall be several. Each Applicant and the Promoter shall comply at all times with its obligations under the Data Protection Legislation. Each Applicant warrants that any data (personal data or otherwise) submitted as part of the application process under the Programme has been obtained in accordance with the Data Protection Legislation and the Applicant has obtained all necessary consents from the relevant organisations and individuals in respect of their data being processed by the Promoter for the purposes of the Programme. Each Applicant hereby allows the Promoter to process such data in accordance with the Data Protection Legislation and to share it with any independent due diligence provider appointed in relation to the Programme. Where an Applicant or the Promoter receives a request or enquiry relating to personal data submitted as part of the application process under the Programme from a data subject or a Data Protection Regulator for data subject access or data portability or for the rectification, erasure or restriction of processing, or a notification advising that the data subject has withdrawn his/her explicit consent to the processing of its personal data for the purposes of the Programme: the receiving party shall (to the extent legally permitted) notify the other party promptly of the request and the Applicant and the Promoter shall provide reasonable assistance to each other to ensure each other’s compliance with their respective obligations under the Data Protection Legislation. Each Applicant shall assist the Promoter to comply with any obligations under the Data Protection Legislation and shall not perform its obligations under these Terms and Conditions in such a way as to cause the Promoter to breach any of the Promoter’s obligations under the Data Protection Legislation to the extent the Applicant is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations. Each Applicant shall implement and maintain appropriate technical and organisational measures to protect personal data submitted as part of the application process against unauthorised or unlawful processing and against accidental loss or destruction of, or damage. In the event of a personal data breach that relates to personal data submitted as part of the application process under the Programme, the party that suffers the breach shall notify the other party immediately. Each Applicant shall indemnify and keep the Promoter indemnified against any and all losses, costs, damages, expenses, claims and liabilities arising directly or indirectly from any breach of the Applicant’s obligations under the Data Protection Legislation.

Due diligence

The Promoter has partnered with Charities Trust to independently review applications in respect of the Programme. Once applications are received by the Promoter, these will be passed to Charities Trust who will:

(a) check the charity’s status and eligibility criteria as per the terms set out in these Terms and Conditions;
(b) confirm the charity’s application details;
(c) confirm whether the charity has necessary policies or practices in place; and
(d) follow-up with the charity to request information about the impact of funding.

Brokers must comply fully for the duration of the Programme with:

(a) the terms set out in these Terms and Conditions;
(b) the rules, guidance and codes of conduct (as varied from time to time) of the Regulator and the Data Protection Regulator; and
(c) all Regulatory Requirements.

Nothing in these Terms and Conditions shall override the Brokers’ obligation to treat customers fairly and identify and manage conflicts of interest appropriately.

The Applicants may not transfer or assign their respective rights and obligations under these Terms and Conditions to another organisation without the prior written consent of the Promoter.

These Terms and Conditions are between the Promoter and the Applicants. No other person shall have any rights to enforce any of its terms.

The Promoter may terminate the Programme and these Terms and Conditions at any time and at its absolute discretion.
Each of the paragraphs of these Terms and Conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

No variation of these Terms and Conditions shall be valid unless in writing signed by duly authorised representatives of the parties, except that the Promoter may update its registered office address as required without notice to the Applicant.

These Terms and Conditions are governed by English law and the English courts have exclusive jurisdiction to hear any dispute (including non-contractual disputes) or matter arising under or in connection with these Terms and Conditions.