



## TERMS AND CONDITIONS

### MOVEMENT FOR GOOD AWARDS 2024 PROGRAMME – LARGER CHARITABLE DONATIONS

For the purpose of these Terms and Conditions, the promoter is Ecclesiastical Insurance Office Plc (company registered number 24869) whose registered office is at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW (“the Promoter”).

#### 1. Definitions

In these Terms and Conditions, the following terms shall have the following meaning:

- **“Applicant”** means an organisation that has applied to receive funding under the Programme pursuant to these Terms and Conditions;
- **“Benefact Group”** means each of Benefact Trust Limited and its Subsidiaries (as defined by section 1159 of the Companies Act 2006), Benefact Group plc and the Promoter are Subsidiaries of Benefact Trust Limited, further details can be found [here](#);
- **“Start Date”** Monday 8 July 2024;
- **“Closing Date”** 23:59 Friday 2 August 2024;
- **“Data Protection Legislation”** means all applicable data protection and privacy laws and regulation, guidance and codes of practice, including (without limitation): (a) EU Regulation 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); (b) the Data Protection Act 2018; (c) Data Protection (Charges and Information) Regulations 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (e) any other 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 UK Information Commissioner’s (and any successor body or bodies to such organisation) as the context may require, in each case as amended, updated or replaced from time to time;
- **“Eligible Charity”** means any charity which meets the Eligibility Criteria set out in section 4 below;
- **“Eligibility Criteria”** the eligibility criteria set out in section 5 below to which each Eligible Charity will be subjected by the Promoter in order to assess whether it is eligible to receive the Grant;
- **“Grant”** means the amount to be given by the Promoter to each Winning Charity pursuant to these Terms and Conditions and the Grant Agreement;
- **“Grant Agreement”** an agreement to be entered into between each Winning Charity and the Promoter following conclusion of the Programme upon terms agreed between the Promoter and the Winning Charity pursuant to which the Grant shall be given to the Winning Charity;



- **“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;
- **“Judging Panel”** a panel made up of representatives from Charities Trust and the businesses belonging to the Benefact Group who have been invited by the Promoter to determine the Winning Charities;
- **“Programme”** means the Movement for Good Programme which is a charitable giving programme of the Promoter, whereby upon the terms set out in these Terms and Conditions the Promoter shall award a number of Grants to Winning Charities;
- **“Participants”** means any Applicant, Eligible Charity and the Winning Charities; and
- **“Winning Charity”** means the Eligible Charities that are selected by the Judging Panel as the winners to each receive a grant and approved by the Promoter.

## 2. Application Process

- Applications should be made directly by Applicants via the website of the Promoter at: [www.movementforgood.com](http://www.movementforgood.com). Submission of an application is an acceptance of these Terms and Conditions by the Applicant. Only one Eligible Charity may be specified on each application.
- Applications will only be considered from the Start Date up to the Closing Date.
- Applications cannot be changed once they have been submitted.
- Entry is free. No purchase is necessary.
- Applicants may submit more than one application but an Eligible Charity can only win one Grant.
- Applicants should ensure that they have told the organisation that they are representing about the Programme and how the Promoter will use personal information as set out in the below Privacy Notice, these Terms and Conditions and at [www.benefactgroup.com/privacy-policy/](http://www.benefactgroup.com/privacy-policy/).
- Applications submitted by organisations which do not fall within the definition of an Eligible Charity will be void and will not be accepted. Only Eligible Charities approved by the Promoter at the Promoter’s sole discretion will be eligible to receive a Grant.
- Valid applications submitted after the Closing Date will be void and not accepted. The Promoter will accept no responsibility for incomplete or un-submitted entries.
- 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 an Eligible 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 to assess if they meet the Eligibility Criteria. The Applicant agrees to provide any additional information required by the Promoter or the independent due diligence provider to assess an application.
- Using the assessment criteria (a copy of which will be available from Monday 8 July 2024 at [www.movementforgood.com](http://www.movementforgood.com)), the Judging Panel will review all submitted applications and select the Winning Charities.
- The Grant amount awarded to the Winning Charities will be determined at the sole discretion of the Judging Panel, by reference to the ideal amount of funding indicated within an application. Where it is deemed appropriate, the Judging Panel have the ability to award less than the ideal amount indicated within an application. The Judging Panel's decision is final and no correspondence will be entered into.
- The Winning Charities will be contacted by email or telephone by the Promoter to notify them of the successful outcome of their application on or before **31 December 2024**.
- The Winning Charities will then be announced on the Promoter's website at [www.benefactgroup.com/movementforgood](http://www.benefactgroup.com/movementforgood) and [www.movementforgood.com/](http://www.movementforgood.com/).

### 3. The Winning Charities

- A person at each Winning Charity should be available for a telephone interview with the Promoter to provide further details on the Eligible Charity, how they intend to spend the Grant and the impact that the project will have on its beneficiaries. Information obtained during the telephone interview will be used to announce the Winning Charities on the website and social media pages of the Benefact Group and by email and for any PR and marketing initiatives undertaken by the Benefact Group in relation to the Programme.
- Prior to receiving the Grant each Winning Charity shall be required to enter into a Grant Agreement with the Promoter. Refusal to enter into a Grant Agreement may constitute a forfeit of receipt of the Grant by a Winning Charity and in such a case the Promoter shall have the right to select another Eligible Charity to receive a Grant subject to these Terms and Conditions.
- The Grant must be used by each Winning Charity within 3 calendar years of its receipt and upon the terms set out in the Grant Agreement and pursuant to the Eligibility Criteria.
- The Grant is as stated and the Promoter is not responsible for any issues arising from the use of the Grant.
- The Promoter will not be responsible for any inability of the Winning Charity to take up the Grant.



- The Grant is non-transferable and non-exchangeable. The Grant shall be paid by BACS payment directly to each Winning Charity pursuant to the terms of the Grant Agreement. The Grant may be taxable and each Winning Charity will be responsible for any tax arising. Once awarded the Grant is to be used for the purpose specified and agreed between the Winning Charity and the Promoter pursuant to the terms specified in the Grant Agreement.
- The Winning Charity shall participate in all required publicity and the Benefact Group reserves the right to publish on the Benefact Group's website and social media sites and in any other media the Winning Charity's name, details of the project of the Winning Charity for which the Grant shall be spent ("**the Winning Project**") and any photos associated with the Winning Charity and the Winning Project.

#### 4. Eligible Charity

- For the purpose of these Terms and Conditions, an "**Eligible Charity**" is any charity which:
  - (a) has been in existence for at least six months;
  - (b) is registered with one of the following:
    - the Charity Commission for England and Wales;
    - the Jersey Charity Commissioner or the Guernsey Registry as applicable in respect of the Channel Islands, or the Central Registry in respect of the Isle of Man;
    - the Charity Commission in Northern Ireland;
    - the Charities Regulator for the Republic of Ireland; and
    - the Office of the Scottish Charity Regulator; (each a "Regulator" and together "the Regulators"); OR is exempt from registration with any of the Regulators, but is accepted as an eligible charity by the Promoter at the Promoter's sole discretion;
  - (c) is a not for profit organisation or a registered community interest company;
  - (d) has satisfied the due diligence process requirements of the Promoter;
  - (e) does not discriminate unlawfully in any way, as determined by the sole discretion of the Promoter;
  - (f) does not support any specific political party or affiliated group; and
  - (g) does not relate to any controversial subject matter that is contrary to the values and expectations of the Promoter and its group of companies.



## 5. Eligibility Criteria for the Grant

The Grant can be used:

- to cover a blend of project or core funding costs; and
- must be used for one of the following charitable objects:
  - Education and skills;
  - Rural or community development;
  - Arts, culture or heritage;
  - Climate change or the environment.

## 6. 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:

- check the Applicant's status and eligibility criteria as per the terms set out in these Terms and Conditions;
- confirm the Applicant's application details;
- confirm whether the Applicant has necessary policies or practices in place; and
- follow-up with the Applicant to request information about the impact of funding.

## 7. General

- The Promoter's decision is final and no correspondence will be entered into and it reserves the right to amend or alter these Terms and Conditions if required.
- The Participants 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 Participants and the Promoter. No other person shall have any rights to enforce any of its terms.
- The Promoter may terminate these Terms and Conditions at any time at its absolute discretion. Each Grant shall be awarded at the Promoter's sole discretion and if it considers that any Participant has acted inappropriately or dishonestly in participating in the Programme, the Promoter reserves its right to refuse to award the Grant.



- The Promoter's liability under or in connection with these Terms and Conditions shall be limited to £50,000. Nothing in these Terms and Conditions shall exclude the liability of the Promoter for death, personal injury, fraud, fraudulent misrepresentation or any other liability to the extent that such liability cannot be excluded or limited under applicable law or regulation.
- The Promoter accepts no responsibility for any injury, loss, damage, liabilities or disappointment incurred or suffered or experienced by the Participants or any employees of the Participants as a result of participating in 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 weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, unanticipated legislation or any other unforeseen circumstances.
- Each Participant warrants that any data (personal data or otherwise) submitted pursuant to the application process has been obtained in accordance with the Data Protection Legislation and the Participant has obtained all necessary consents from the relevant organisations and individuals in respect of their data being processed for the purposes of the application. Each Participant 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 Participant is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- Each Participant confirms that it has obtained the consent of the organisation on behalf of which it has submitted details of projects and/or images and/ or any other details in respect of the application. Where details of charities and/or projects are submitted as part of a team effort, the information provided belongs to the Eligible Charity who has submitted that information.
- The Participants hereby agree to have their details disclosed by the Benefact Group for the purpose of the Programme and for any marketing initiatives undertaken by the Benefact Group in relation to the Programme. All Participants hereby agree to be contacted and take part in activities including, but not limited to, regular communications about the Programme and the Grant and/or for any other marketing initiatives undertaken by the Benefact Group in relation to the Programme. This could include, but is not limited to, media activity, social media or information on the Benefact Group's websites.
- All Participants will be able to access the Promoter's privacy policy at [www.benefactgroup.com/privacy-policy/](http://www.benefactgroup.com/privacy-policy/).
- 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.
- 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.



## Privacy Notice

- The Benefact Group (formerly the Ecclesiastical Group) is made up of different legal entities, details of which can be found [here](#). This Privacy Notice is issued on behalf of the Promoter, who is the controller in respect of the personal data which we hold about you in relation to the Programme.
- The Promoter collects your personal data and personal information that you provide on provision of details pursuant to the application for the Grant. This personal data may include basic personal details such as name, role within the charity, telephone number and email together with details about charitable projects that you require funding for (including personal details such as name of individuals involved in the project, marketing and communication preferences and any additional details that you provide as part of the application process).
- The Promoter may use your personal information:
  - to process your application and/or to require additional information as part of the application process and/or to provide you with an update as to whether the Grants have been given under the Programme. The Promoter may share limited personal information about you with: (i) the Charities Trust, an independent due diligence provider to assess if a Participant meets the Eligibility Criteria; and (ii) the Judging Panel to review the applications and select the Winning Charities. For these purposes, the Promoter shall process your personal data on the legal basis that the processing is necessary for the Promoter's legitimate business need to administer the Programme and your participation in the Programme via the submission of your application; and
  - for the promotion of fundraising resources developed by the Benefact Group and third party fundraising solutions, to help charities achieve their fundraising goals. You may opt out of this use of your personal information at any time by clicking on the unsubscribe link on any email that you receive from the Promoter or by emailing the Promoter at [weboffice@ecclesiastical.com](mailto:weboffice@ecclesiastical.com).
- Where you opt in to receive information about any of the Promoter's range of services (preferences and options will be presented to you for selection at the time of submission of your Application Form), the Promoter will add you to the applicable mailing list for which you have opted in. You may opt out at any time by clicking on the unsubscribe link on any email that you receive from the Promoter or by emailing the Promoter at [weboffice@ecclesiastical.com](mailto:weboffice@ecclesiastical.com).
- The Promoter may share your personal information with other companies in the Benefact Group, other affiliated companies and third parties for the purposes described in this privacy notice. The Promoter may transfer your personal information overseas, including outside of the UK or European Economic Area, but will put appropriate safeguards in place to ensure that your personal information is protected.
- You have a number of data protection rights including the right of access. Full details are set out in our [Privacy Policy](#). If you wish to exercise your rights, please contact the Data Protection Officer of the Promoter at [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com) or by writing to Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW.
- For further information on your data protection rights and how the Promoter manages personal data responsibly, including for fraud prevention, please refer to the Privacy Policy at [www.benefactgroup.com/privacy-policy/](http://www.benefactgroup.com/privacy-policy/) or contact the Promoter's Data Protection Officer using the contact details above.
- The Promoter reserves its right to change this Privacy Notice and its Privacy Policy from time to time for example to keep it up-to-date and compliant with legal requirements.