

# CHARIS TERMS AND CONDITIONS



## AGREED TERMS

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Your attention is particularly drawn to the provisions of clause 14 (Limitation of liability).

#### 1. About us

1.1 **Company details.** Charis Grants Ltd (company number 04762902) (**Charis, we and us**) is a company registered in England and Wales and our registered office is at 3rd Floor Trinity Court, Trinity Street, Peterborough, PE1 1DA. Our VAT number is GB190220344. We operate the websites [www.charisgrants.com](http://www.charisgrants.com) and [shop.charisgrants.com](http://shop.charisgrants.com).

#### 2. Our contract with you

2.1 **Our services.** We provide a web browser-based grant facilitation portal for organisations working with individuals requiring financial support ("**Shop Portal**"). We help organisations gain access to a range of essential products which can be easily purchased and distributed to those individuals.

2.2 **Our contract.** These terms and conditions ("**Terms**") strictly apply to and govern the supply of Services (as defined below) by us to you ("**Contract**"). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. You hereby acknowledge that we do not contract directly with any of your Users (as defined below).

2.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty (including any email or verbal arrangements or agreements) that is not set out in the Contract.

#### 3. Placing an order and its acceptance

3.1 **Creating your account.** You can create an account on the Shop Portal for your organisation by completing the application form when you first select the 'Shop' tab on our website. Once your organisation is signed-up, an administrator will then be required to deposit initial funds into your Shop Portal account. Once such funds have been paid, you will receive an email confirming that your account is ready to use.

- 3.2 **Fund management.** Your funds will be held in a separate designated bank account until they are used on the Shop portal to purchase products or services. As such, the balance of these funds are always available to be returned should the organisation request them (see 3.1).
- 3.3 **Accessing Products.** Once funds have been deposited, you will have access to various services, vouchers and products that can be selected and granted to your consumer recipients (“**Users**”). For the avoidance of doubt, we do not send any correspondence to Users, all correspondence will be with you and your account administrator.
- 3.4 **Regulatory Note.** All tokens and vouchers with our Suppliers are pass-through products, purchased using our own funds using Charis’ bank accounts. Food vouchers issued by our Suppliers to Users can only be redeemed with the relevant Supplier in accordance with any conditions placed on the voucher by the Supplier. Charis do not hold deposits for our clients nor do we issue or act as the agents for issuers of e-money (or similar specified investments). As above, we do not contract with individuals. You must be a registered charity, company, local authority or housing association in order to create a Shop Portal account and enter into these Terms.
4. **Creating a contract with us.**
- 4.1 Once you have created your Shop Portal account and paid the initial fees in accordance with clause 3.1, above and we have emailed you confirming the same (“**Account Confirmation**”), a Contract will come into existence between us at that time (“**Commencement Date**”). In accordance with these Terms, you are agreeing to pay us in consideration for us providing the Services to you on an ongoing basis until our Contract is terminated in accordance with these Terms. The Contract will relate only to those Services confirmed in the Account Confirmation. We do not contract with Users.
- 4.2 **Correcting input errors.** Our account set-up process allows you to check and amend any errors before creating your Shop Portal account with us. Please check the details carefully before confirming it. You warrant to us that your account details are complete and accurate.
- 4.3 If we cannot accept your order. If we are unable to supply you with the Services for any reason, you will be notified via a status update on your account and we will not process your order.
5. **Cancelling your Contract and obtaining a refund**
- 5.1 You must email us if you wish to cancel the Contract. We will issue a refund of the balance of unspent funds held on your Shop account, less an administration fee for processing the refund as shown in the schedule of fees.

## 6. **Our services**

6.1 **The Shop Portal.** In consideration of the Charges (as defined below) referred to at clause 3.1, on the portal at the point of purchase, and in the Services Offer Letter if applicable we shall perform the following services:

- (a) use reasonable endeavours to provide you with use of and access to a personalised Shop Portal to facilitate the delivery and issuance of various tokens and vouchers from Suppliers to your Users associated with your business, charity or organisation;
- (b) use reasonable endeavours to provide you with reasonable assistance when using the Shop Portal;
- (c) use reasonable endeavours to instruct Suppliers to issue vouchers and products to you and your Users, as instructed by you via the Shop Portal; and
- (d) use reasonable endeavours to ensure that the Shop Portal is functioning to reasonable standard in order for you and your Users to receive vouchers and other products from Suppliers.

6.2 **Descriptions and illustrations.** Any descriptions or illustrations of the Shop Portal on our site or marketing material are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

6.3 **Changes to specification.** We reserve the right to amend the specification of the Services from time to time if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services. This includes the removal of certain Suppliers from the Shop Portal, changes to account access rules and changes to the layout, format and design of the Shop Portal.

6.4 **Time for performance.** We will use our reasonable endeavours to meet any performance dates specified in the Account Confirmation (for example, when your account will be ready for access and when your chosen administrators will be given exclusive access to the Shop Portal), but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract. For the avoidance of doubt, time for delivery of the Services shall not be of the essence.

6.5 **No User relationship.** For the avoidance of doubt, we do not contract with Users. We do not and cannot ensure that our Suppliers will perform or provide vouchers or other products that are fit for purpose or of the correct quality, have the correct description or

that they will be delivered to your Users at the agreed delivery times. We make no warranties whatsoever and shall have no liability whatsoever in this respect.

## 7. **Your obligations**

7.1 It is your responsibility to and you warrant to us that you shall ensure:

- (a) the details of your account are complete and accurate;
- (b) you and your Users cooperate with us in all matters relating to the Services;
- (c) you make payment in accordance with these Terms;
- (d) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start, including any statutory authority required to source grants on behalf your Users;
- (f) you and your Users comply with all applicable laws; and
- (g) you and your Users bring all issues in relation to any vouchers or products supplied by Suppliers directly to the Supplier as soon as possible in order to quickly resolve matters for you and your Users.

7.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 7.1 ("**Your Default**"):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 15 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 8. **Services in UK only**

Unfortunately, we are unable to perform the Services at addresses outside the UK.

## 9. **Charges**

- 9.1 In consideration of us providing the Services you agree pay our charges (“**Charges**”) in accordance with this clause 9.
- 9.2 You acknowledge that the Charges are set at the prices quoted on our site at the time you submit your order. We will confirm the Charges in our Account Confirmation. These fees will either be based on a transactional fee or a value of funds uploaded.
- 9.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change (at our sole discretion), we will modify the Charges accordingly.
- 9.4 We reserve the right to increase the Charges on an annual basis from 1<sup>st</sup> April each year by an amount not exceeding 4% + RPI as at the preceding December. However, we agree to inform you of any Charge increases before charging you.
- 9.5 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 9.6 It is always possible that, despite our reasonable efforts, the product or services may be incorrectly priced. If the correct price for the product or service is higher than the price stated on our site, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

## 10. **How to pay**

- 10.1 Payments for the Services are from the funds uploaded onto the Shop portal, and occurs either as funds are uploaded, or and goods and services are purchased depending on the pricing model selected.

## 11. **Intellectual property rights**

- 11.1 “Intellectual property rights”, for the purposes of these Terms means, all intellectual property rights including patents, inventions, trademarks, service marks, logos, designs, design rights (whether registered or not) and all applications for any of them, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the UK) and the right to sue for passing off and all renewals and extensions of such rights.

- 11.2 All intellectual property rights in or arising out of or in connection with the Services will be owned by us.
- 11.3 You acknowledge that all intellectual property rights in the Shop Portal (and any related maintenance releases relating to the Charis Shop Portal) shall belong to us and you and your Users shall have no intellectual property rights in or to the Shop Portal other than the right to use it in accordance with these Terms.
- 11.4 In consideration of the Charges paid by you to us, we hereby grant to you a non-exclusive licence to use the Shop Portal in connection with the Services only. You may not sub-license, assign or otherwise transfer the rights granted in this clause 11.
- 11.5 You warrant, represent and undertake that, personally and on behalf of your Users:
- (a) you have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Shop Portal in whole or in part;
  - (b) you acknowledge that any third-party software related to the Shop Portal shall be deemed to be incorporated within the Shop Portal for the purposes of the licence set out this clause 11 (except where expressly provided to the contrary) and use of any third-party software shall be subject to the third-party additional terms; and
  - (c) you shall indemnify and hold us harmless against any loss or damage which we may suffer or incur as a result of any breach by you under this clause 11.
- 11.6 For the avoidance of any doubt, the indemnity at clause 12 shall apply to this clause 11.
- 11.7 Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of this clause 11. Accordingly, we shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause 11.

## 12. **Indemnity**

- 12.1 You shall fully indemnify us against all claims and proceedings and all liability, damages, loss, costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- (a) your breach, negligent performance or non-performance of these Terms; and/or

(b) the enforcement of these Terms.

12.2 This indemnity shall apply whether or not we have been negligent or at fault.

### 13. How we may use your personal information

13.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

13.2 We will process your personal information in accordance with our Privacy Policy (<https://www.charisgrants.com/privacy-policy>) the terms of which are incorporated into this Contract.

13.3 We will process data supplied to us by you for the Users and for that purpose we agree to enter into a Data Sharing Agreement with you, the details of which are set out in Schedule 1 of this Agreement and which you agree to abide by, and which is incorporated into this Agreement. **Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

13.4 We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £5m per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

13.5 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.6 Subject to clause 13.5, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) Any losses relating to any products or services provided by Suppliers to Users;
- (b) loss of profits;
- (c) loss of sales or business;

- (d) loss of agreements or contracts;
- (e) loss of anticipated savings;
- (f) loss of use or corruption of software, data or information;
- (g) loss of or damage to goodwill; and
- (h) any indirect or consequential loss.

13.7 For the avoidance of any doubt you hereby acknowledge that we have no contractual relationship with Users and you shall not claim or assist any Users or Suppliers in bringing any action against us in relation to product liability, the quality, safety, suitability, fitness for purpose (or similar actions) of the goods provided by Suppliers to Users via the Shop Portal.

13.8 You hereby acknowledge that any claims brought in relation to product liability, the quality, safety, suitability, fitness for purpose (or similar actions) of the goods shall be brought against the relevant Supplier.

13.9 Subject to clause 13.5, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Charges paid under the Contract.

13.10 We have given commitments as to compliance of the Services with the relevant specification in **Error! Bookmark not defined.**6.3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.11 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.12 This clause 13.3 will survive termination of the Contract.

#### 14. **Confidentiality**

14.1 You undertake that you will not at any time, and for a period of ten years after termination of the Contract, disclose to any person any confidential information concerning our business, affairs, Contracts, customers, clients or Suppliers, in formation relating to our intellectual property rights, except as permitted by clause 14.2.

14.2 We each may disclose the other's confidential information:



- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## 15. **Termination, consequences of termination and survival**

15.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract;
- (b) you choose to delete and terminate your Shop Portal account with us;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

## 15.2 **Consequences of termination**

Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

16. **Survival**

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

17. **Events outside our control**

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control including governmental actions, war, riots, terrorist attacks, civil commotion, fire, flood, epidemic, labour disputes (other than labour disputes involving your employees), currency Covid-19 restrictions and acts of God ("**Event Outside Our Control**").

17.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

17.3 We may terminate the Contract affected by an Event Outside Our Control.

18. **Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

19. **Communications between us**

19.1 When we refer to "in writing" in these Terms, this includes email.

19.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

19.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt;

- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

19.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

19.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

**20. General**

**20.1 Assignment and transfer**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity; and
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

**20.2 Variation.**

- (a) We may change this Contract at any time by notifying you by e-mail or other agreed means at least 30 days before the change is due to take effect. The up-to-date version of this Contract will always be available via the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that notice as notification that you wish to immediately close your account. In such circumstances, we shall issue a refund to the original payment method, as required by law.
- (b) We do not charge any fees for setting up and accessing your account. However, the following fees apply:

Fee per transaction	<b>£3.50</b>
Refund of funds to a client's bank account	<b>£25</b>
Movement of funds by Charis between accounts on the shop portal	<b>£25</b>
Amendment or cancellation of voucher orders more than 48 hours after the order has been placed	<b>£25</b>

Amendment or cancellation of product orders	£50, plus any charges incurred by third parties which are passed on
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- (c) If we decide to increase or impose any new fees, we will notify you by at least 30 days before any changes take effect by posting the change to our website.

20.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

20.4 **Severance.** Each paragraph/clause of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs/clauses will remain in full force and effect.

20.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

20.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

## SCHEDULE 1

- (A) You, the Customer, and we the Provider, have entered into this Agreement set out above (the Master Agreement) on the date the order is placed by you, the Customer, on our online shop, and that may require us, the Provider, to process Personal Data on behalf of you the Customer.
- (B) This Personal Data Processing Agreement (Agreement) sets out the additional terms, requirements and conditions on which we will process Personal Data when providing services under the Master Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors [and the General Data Protection Regulation ((EU) 2016/679)].

### AGREED TERMS

#### 1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Agreement.

##### Definitions:

- 1.1 **Authorised Persons:** the persons or categories of persons that authorise you the Customer to give to us, the Provider, written personal data processing instructions and from whom we the Provider agrees solely to accept such instructions.
- 1.2 **Business Purposes:** the services to be provided by the Provider to the Customer as described in the Master Agreement set out above, and any other purpose specifically identified in 0.
- 1.3 **Commissioner:** the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).
- 1.4 **Data Protection Legislation:**

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
  - b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier or Provider is subject, which relates to the protection of Personal Data of the Users.
- 1.5. Data Subject: the identified or identifiable living individual, the Users, to whom the Personal Data relates.
  - 1.6. EU GDPR: the General Data Protection Regulation ((EU) 2016/679).
  - 1.7. EEA: the European Economic Area.
  - 1.8. Personal Data: means any information relating to an identified or identifiable living individual that is processed by us the Provider on behalf of you the Customer as a result of, or in connection with, the provision of the services under the Master Agreement; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.
  - 1.9. Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.
  - 1.10. Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.
  - 1.11. Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.
  - 1.12. Records: has the meaning given to it in Clause 12.
  - 1.13. Term: this Agreement's term as defined in Clause 10.
  - 1.14. UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

2. This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.
3. The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
4. A reference to writing or written includes faxes and email.
5. In the case of conflict or ambiguity between:
  - 5.1. any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;
  - 5.2. the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and
  - 5.3. any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail.
6. Personal data types and processing purposes
  - 6.1. You, The Customer, and we the Provider, agree, that for the purpose of the Data Protection Legislation:
    - 6.1.1. You, the Customer, are the Controller, and we the Provider are the Processor.
    - 6.1.2 You the Customer retains control of the Personal Data and remain responsible for your compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to us the Provider.
    - 6.1.3. 0 describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Provider may process the Personal Data to fulfil the Business Purposes.
7. Provider's obligations
  - 7.1.1 The Provider will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customers written instructions from Authorised Persons. The Provider will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Provider must promptly notify the Customer, if, in its opinion, the Customers instructions do not comply with the Data Protection Legislation.

- 7.1.2 The Provider must comply promptly with any Customers written instructions requiring the Provider to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 7.1.3. The Provider will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the User or this Agreement specifically authorises the disclosure, or as required by domestic [or EU] law, court or regulator (including the Commissioner). If a domestic [or EU] law, court or regulator (including the Commissioner) requires the Provider to process or disclose the Personal Data to a third-party, the Provider must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic [or EU] law prohibits the giving of such notice.
- 7.1.4 The Provider will reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of the Provider's processing and the information available to the Provider, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner [or other relevant regulator] under the Data Protection Legislation.
- 7.1.5 The Provider must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Provider's performance of the Master Agreement or this Agreement.
- 7.1.6 We the Provider will only collect Personal Data for you the Customer using a notice or method that the Customer specifically pre-approves in writing, which contains an approved data privacy notice informing the Data Subject of the Customer's identity, the purpose or purposes for which their Personal Data will be processed, and any other information that, having regard to the specific circumstances of the collection and expected processing, is required to enable fair processing. The Provider will not modify or alter the notice in any way without the Customer's written consent.

## 8. Provider's employees

The Provider will ensure that all of its employees:

- 8.1. are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;



8.2. are aware both of the Provider's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

## 9. Security

9.1. The Provider must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in **Error! Bookmark not defined.****Error! Reference source not found..**

9.2. The Provider must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

9.3. the pseudonymisation and encryption of personal data;

9.4. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

9.5. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

9.6. a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

## 10. Personal data breach

10.1 The Provider will within one working day and in any event without undue delay notify the Customer in writing if it becomes aware of:

10.2 the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Provider will restore such Personal Data at its own expense as soon as possible.

10.3 any accidental, unauthorised or unlawful processing of the Personal Data; or  
any Personal Data Breach.

10.4. Where the Provider becomes aware of (a), (b) and/or (c) above, it will, without undue delay, also provide the Customer with the following written information:

10.5. description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;

- 10.6. the likely consequences; and
- 10.7. a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.
- 10.8. Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Provider will reasonably co-operate with the Customer at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:
  - 10.8.1. assisting with any investigation;
  - 10.8.2 providing the Customer with physical access to any facilities and operations affected;
  - 10.8.3 facilitating interviews with the Provider's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
  - 10.8.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
  - 10.8.5 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
  - 10.8.6 The Provider will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data
11. Breach without first obtaining the Customer's written consent, except when required to do so by domestic law.

The Provider agrees that the Customer has the sole right to determine:

- 11.1 whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
- 11.2. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 11.3. The Provider will cover all reasonable expenses associated with the performance of the obligations under clause 0 to clause 0 unless the matter arose from the Customer's

specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.

- 11.4. The Provider will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Provider caused such, including all costs of notice and any remedy as set out in Clause 0.

## 12. Cross-border transfers of personal data

- 12.1. The Provider (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK without obtaining the Customer's prior written consent.

## 13. Subcontractors

- 13.1 The Provider may not authorise any third party or subcontractor to process the Personal Data.
- 13.2 Other than those subcontractors as set out in 0, the Provider may not authorise any other third-party or subcontractor to process the Personal Data.

## 14. Complaints, data subject requests and third-party rights

- 14.1 The Provider must, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

- a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
- b) information or assessment notices served on the Customer by the Commissioner [or other relevant regulator] under the Data Protection Legislation.
- c) The Provider must notify the Customer immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- d) The Provider must notify the Customer within [NUMBER] days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- e) The Provider will give the Customer, at no additional cost to the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- f) The Provider must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic [or EU] law.

## 15 Term and termination

This Agreement will remain in full force and effect so long as:

- 15.1 the Master Agreement remains in effect; or
- 15.2. the Provider retains any of the Personal Data related to the Master Agreement in its possession or control (Term).
- 15.3. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Personal Data will remain in full force and effect.
- 15.4. The Provider's failure to comply with the terms of this Agreement is a material breach of the Master Agreement. In such event, the Customer may terminate [the Master Agreement OR any part of the Master Agreement involving the processing of the Personal Data] effective immediately on written notice to the Provider without further liability or obligation of the Customer.

15.5. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 7 days, either party may terminate the Master Agreement on immediate effect on written notice to the other party.

## 16. Data return and destruction

16.1. At the Customer's request, the Provider will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.

16.2. On termination of the Master Agreement for any reason or expiry of its term, the Provider will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control, [except for one copy that it may retain and use for [TIME PERIOD] for [PURPOSES] only.

16.3. If any law, regulation, or government or regulatory body requires the Provider to retain any documents, materials or Personal Data that the Provider would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

16.4. The Provider will certify in writing to the Customer that it has deleted or destroyed the Personal Data within [NUMBER] days after it completes the deletion or destruction.

## 17. Records

17.1. The Provider will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, [approved subcontractors], the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 0 (Records).

17.2. The Provider will ensure that the Records are sufficient to enable the Customer to verify the Provider's compliance with its obligations under this Agreement and the Data Protection Legislation and the Provider will provide the Customer with copies of the Records upon request.

- 17.3. The Customer and the Provider must update the information listed in the Annexes to this Agreement as required to confirm its current accuracy and update it when required to reflect current practices.
18. Audit
- 18.1. The Provider will permit the Customer and its third-party representatives to audit the Provider's compliance with its Agreement obligations, on at least five days' notice, during the Term. The Provider will give the Customer and its third-party representatives all necessary assistance to conduct such audits at no additional cost to the Customer. The assistance may include, but is not limited to:
- 18.2. physical access to, remote electronic access to, and copies of the Records and any other information held at the Provider's premises or on systems storing the Personal Data;
- 18.3. access to and meetings with any of the Provider's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
- 18.4. inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to process the Personal Data.
- 18.5. The notice requirements in Clause 18.1 will not apply if the Customer reasonably believes that a Personal Data Breach has occurred or is occurring, or the Provider is in material breach of any of its obligations under this Agreement or any of the Data Protection Legislation.
- 18.6. If a Personal Data Breach occurs or is occurring, or the Provider becomes aware of a breach of any of its obligations under this Agreement or any of the Data Protection Legislation, the Provider will:
- a. promptly conduct its own audit to determine the cause;
  - b. produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
  - c. provide the Customer with a copy of the written audit report; and
  - d. 18.6.4. remedy any deficiencies identified by the audit within 14 days where this is possible or in a reasonable timeframe.
19. At least once a year, the Provider will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Agreement, including, but

not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices.

20. On the Customer's written request, the Provider will make all of the relevant audit reports available to the Customer for review.
21. The Provider will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by the Provider's management.

## 22. Warranties

The Provider warrants and represents that:

- 22.1. its employees, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
- 22.2. it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
- 22.3. it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Master Agreement's contracted services; and
- 22.4. considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
  - 22.5. the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
  - 22.6. the nature of the Personal Data protected; and
  - 22.7. comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in Clause 0.
- 22.8. The Customer warrants and represents that the Provider's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

## 23. Indemnification

- 23.1. The Provider agrees to indemnify, keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or

for which the Customer may become liable due to any failure by the Provider or its employees, subcontractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Legislation.

23.2. Any limitation of liability set forth in the Master Agreement will not apply to this Agreement's indemnity or reimbursement obligations.

24. Notice

Any notice given to a party under or in connection with this Agreement must be in writing and delivered to [Informationgovernance@charisgrants.com](mailto:Informationgovernance@charisgrants.com) and may include a notice sent by email.

25. This Agreement has been entered into on the date stated at the beginning of it.



## **Annex A Personal Data processing purposes and details**

### Record of Processing Activities

This Record of Processing Activities (Record) describes how Charis Grants Ltd processes personal data. Charis Grants Ltd recognizes that Article 30 of the EU General Data Protection Regulation (GDPR) imposes documentation requirements on controllers and processors of data. This Record is company confidential information but Charis Grants Ltd will provide it to the appropriate supervisory authority on request as required by Article 30.

#### Data Controller Details:

Name: Charis Grants Ltd

Address: Trinity Court, Trinity Street, Peterborough, PE1 1DA

Telephone Number: 01733 421021

Website: charisgrants.com

Data Protection Officer: [Informationgovernance@charisgrants.com](mailto:Informationgovernance@charisgrants.com)

#### **Categories of Data Subjects**

Charis Grants Ltd collects personal data from the following categories of data subjects:

- Charis Grants Ltd customers or consumers.
- Charis Grants Ltd vendors or suppliers.
- Charis Grants Ltd employees and job applicants.

#### **Categories of Personal Data**

Charis Grants Ltd collects the following categories of personal data about customers or consumers:

- Personal details including name and contact information.
- Family and lifestyle details.
- Location details.
- Financial details.
- Contractual details including the goods and services provided.

Charis Grants Ltd collects the following categories of personal data about employees and job applicants:

- Personal details including name and contact information.
- Date of birth.

- Gender.
- Marital status.
- Beneficiary and emergency contact information.
- Government identification numbers.
- Education and training details.
- Bank account details and payroll information.
- Wage and benefit information.
- Performance information.
- Employment details.
- Special categories of personal data, including data relating to an employee's:
  - racial or ethnic origin;
  - political opinions;
  - religious or philosophical beliefs;
  - trade-union membership;
  - genetics, biometrics or health; and
  - sex life or sexual orientation.]

Charis Grants Ltd collects the following categories of personal data about vendors or suppliers:

- Name and contact information.
- Financial and payment details.]

### **Purposes of Data Processing**

Charis Grants Ltd collects and processes personal data about customers/consumers for the following purposes:

- Providing products and services and customer management.
- Account management.
- Direct marketing.
- Auditing.
- Detecting and preventing fraud.
- Complying with legal obligations.

Charis Grants Ltd collects and processes personal data about employees and job applicants for the following purposes:

- Recruitment and selection of employees.
- Personnel management.

- Workplace monitoring.
- Human resources administration including payroll and benefits.
- Complying with legal obligations.
- Education, training, and development activities.

Charis Grants Ltd collects and processes personal data about vendors or suppliers for the following purposes:

- To obtain products and services.
- Vendor administration, order management, and accounts payable.
- Evaluating potential suppliers.

### **Categories of Personal Data Recipients**

Charis Grants Ltd discloses personal data to the following categories of recipients:

- Charis Grants Ltd parent company, subsidiaries, and affiliated entities, including branches.
- Business partners.
- Auditors and professional advisors, such as lawyers and consultants.
- Third-party service providers, such as providers of:
  - IT system management;
  - information security;
  - human resources management;
  - payroll administration; or
  - pension administration.

Charis Grants Ltd makes limited personal data transfers subject to the second subparagraph of Article 49(1) which are necessary for Chris Grants Ltd compelling legitimate interests. Chris Grants Ltd provides appropriate safeguards for these limited personal data transfers through contractual clauses.

### **Personal Data Retention Periods**

Except as otherwise permitted or required by applicable law or regulation, Charis Grants Ltd only retains personal data for as long as necessary to fulfil the purposes Charis Grants Ltd collected it for, as required to satisfy any legal, accounting, or reporting obligations, or as necessary to resolve disputes. To determine the appropriate retention period for personal data, Charis Grants Ltd considers the amount, nature, and sensitivity of personal data, the potential risk of harm from unauthorized use or disclosure of personal data, the purposes for processing the personal data, whether the employer can fulfil the purposes of processing by other means, and any applicable legal requirements.

Charis Grants Ltd typically retains personal data for the periods set out below, subject to any exceptional circumstances or to comply with laws or regulations that require a specific retention period:

- Information about customers/consumers:
  - personal details including name and contact information: 2 years;
  - family and lifestyle details: 2 years;
  - location details: 2 years;
  - contractual details including the goods and services provided: 2 years.
- Information about employees and job applicants:
  - personal details including name and contact information: 6 years;
  - date of birth: 6 years;
  - gender: 6 years;
  - marital status: 6 years;
  - beneficiary and emergency contact information: 6 years;
  - government identification numbers: 6 years;
  - education and training details: 6 years;
  - bank account details and payroll information: 6 years;
  - wage and benefit information: 6 years;
  - performance information: 6 years;
  - employment details: 6 years;
  - special categories of personal data, including information that relates to an employee's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetics or health, and sex life or sexual orientation: 6 years.
- Information about vendors or suppliers:
  - name and contact information: 7 years;
  - financial and payment details: 7 years.

### **Technical and Organizational Security Measures**

Charis Grants Ltd has implemented the following technical and organizational security measures to protect personal data:

- Segregation of personal data from other networks.
- Access control and user authentication.
- Employee training on information security.
- Written information security policies and procedures.

### **Changes to this Record of Processing Activities**

Charis Grants Ltd reserves the right to amend this Record of Processing Activities from time to time consistent with the GDPR and other applicable data protection requirements.

**Effective Date:**

11<sup>th</sup> July 2022

**Last modified:**

11<sup>th</sup> July 2022

**ANNEX B Information Security Policy**

Charis Grants Ltd provides businesses with expertly tailored assessment and grant award programmes to support vulnerable individuals and families. As part of this service, the company will be in possession of confidential data regarding its customers and beneficiaries.

To manage the potential threat of data theft, the company has implemented an Information Security Management System (ISMS) in compliance with ISO 27001:2013, which has been cascaded throughout the organisation. A full copy of this policy regulating this ISMS is available on request.

**Charis Grants will endeavour to:**

- Establish and continually improve the ISMS.
- Provide the framework for setting objectives and establish an overall sense of direction of principles for action with regard to security.
- Take into account business and legal or regulatory requirements and contractual security obligations.
- Base our approach to information security on risk, as per the ISO 27001 standard and best practice.
- Establish policies, procedures and risk evaluation criteria aligned with current Charis Grants approved corporate requirements.
- Identify all information assets and the security risks that may arise for each to help determine our risk mitigation priorities.
- We will periodically review our current practices, policies and guidance to recommend any changes or improvements to ensure we apply appropriate security measures.

Though the Board of Directors has overall responsibility for implementation of the ISMS, all employees have a responsibility to comply with the company's security and data protection requirements.