



## Terms & Conditions and Data Protection Statement for Parents, Guardians or Young People (“Applicants”) who authorise a Client Representative (“Referrer”) to submit their application to the BBC Children in Need Emergency Essentials Programme delivered by Family Fund Business Services

### Declaration

Please note we do not accept applications directly from parents, guardians or young people in their own right. Applications must be submitted to us on your behalf by approved Referrers. Referrers are generally support workers working in an organisation that is supporting you and approved by us to assess your needs and/or the needs of your child.

Please read the statements and Terms & Conditions below. If all the statements are accurate, please signify that you understand that you will be subject to the Terms & Conditions (including the Data Protection Statement) by providing explicit consent, either verbally or in writing, to your Referrer to submit the application on your behalf in accordance with the Terms & Conditions and provisions of the Data Protection Statement. If you have any questions, please raise them with your Referrer who will be able to help you.

In return for the Family Fund Business Services (FFBS) considering this application, I acknowledge that I will be subject to the Terms & Conditions and declare that the following statements are accurate:

To be eligible for support under the BBC Children in Need Emergency Essentials Programme (“programme”), me and/or my child’s personal or family circumstances must meet the Programme criteria. A copy of the criteria can be obtained by visiting the Family Fund Business Services website [www.familyfundsolutions.co.uk](http://www.familyfundsolutions.co.uk) or by telephoning 01904 550011.

Either I am the main carer of the child(ren), or I am a young person who is living independently, and I am the applicant named in this application. Where I am the main carer each child in this application lives with me on a permanent basis.

I am a British citizen, or person from an EU member country and have been living in the UK for the past six months.

Or

I am not a British citizen or a person from an EU country but have been granted ‘leave to remain’ and have access to public funds and have been living in the UK for the past six months.

The child(ren) I am applying for are not in the care of the Local Authority or in foster care. The information that I provide about my household income is accurate.

I understand that help from the Programme is discretionary and subject to funding. There is no entitlement to a grant and all cases are assessed on an individual basis. I understand that FFBS will prioritise applications which demonstrate that applicants face exceptionally difficult circumstances or are in crisis. Applications based predominantly on financial hardship will not normally be considered, there will usually be a requirement to demonstrate significant social welfare issues.

### Terms & Conditions

**You must acknowledge the statements below before your application is processed.**

#### I declare as follows:

The information provided by me to the Referrer upon which my application is based is accurate and up to date and not misleading. I have provided explicit consent to the Referrer to act on behalf of me and FFBS in administering the application as required by the Programme and as set out in the Data Protection Statement below. I will be bound by the Terms & Conditions that the Referrer made me aware of at that time.

I have read the Family Fund Business Services Data Protection Statement set out below. I acknowledge on behalf of myself, each child referred to in this application and all other family members about whom FFBS will process personal information in connection with this application, that FFBS will collect and use our personal information as set out in the Data Protection Statement. I am authorised to give such acknowledgement on behalf of each child and family member. I will inform you if any such information requires updating and that where I submit any other person's details to FFBS I have that other person's permission or am otherwise legally permitted to do so on their behalf.

I understand that retained information will include contact information for family members, children and third parties passed on by me that is relevant to my application. Should circumstances change that require amendments or deletions of any contact information held on my file I understand that it is my responsibility to notify the Referrer as soon as those changes in circumstances occur.

I agree to advise the Referrer of any changes in circumstance that may be relevant to the outcome of my application as soon as they occur, whether they occur before or after the date of this application.

If the Referrer informs me that I have been awarded a grant I will use the grant specifically for the purpose detailed in the award letter. In addition, in relation to grants awarded:

- I understand that certain grants will be provided in the form of goods, services or by payment card using suppliers selected by FFBS; and that cash alternatives or supplier alternatives will not be provided where the FFBS believes its offer is reasonable.
- I agree not to sell or transfer any goods awarded under the Programme within five years of receipt unless there is a change of carer.
- I agree that, in the event of any change of carer of any child, any items or funds awarded specifically to assist with the child (for example, white goods, furniture etc.) will be transferred free of charge to the new carer if such items or funds are required for the child.

- I agree that, if I move house I must take with me any removable items provided under the Programme.
- I understand that cash grants will be paid directly into the bank account of the organisation that my Referrer is acting on behalf of. I understand that FFBS does not make grants payable directly to me in my own right and that FFBS expects the Referrer to process the payment, supervise the spending and retain receipts for 12 months for audit purposes (as required by FFBS for its legitimate interests in maintaining records of awarded grants).
- I understand that any grants that are awarded, unless expressly stated otherwise, are a contribution toward the items referred to in my application and that in accepting the grant I will be expected to pay any additional amounts required to purchase those items.

I understand that the Family Fund will investigate any allegations of misuse of grants or fraud and will prosecute if there is sufficient evidence to prove that fraud has been committed.

I agree that these Terms & Conditions, the Declaration and the Data Protection Statement are governed by English law and that the courts in England and Wales have non-exclusive jurisdiction to hear disputes between us. However, I acknowledge that if I am a resident of Northern Ireland I may also bring proceedings in Northern Ireland, and if I am a resident of Scotland I may also bring proceedings in Scotland.

Please note that as part of our fraud detection and prevention programme we may contact you using the contact details we hold on file for you once you have submitted this application.

By instructing the Referrer verbally or in writing to submit the application form I confirm that I have read, understood and agree to be bound by the Terms & Conditions set out above. I will also, by doing so, be providing explicit consent to me and my family's personal information being processed for the purposes of FFBS considering and responding to my application in accordance with the Data Protection Statement. I will also be acknowledging that the statements in the Declaration above are accurate.

## Family Fund Business Services Data Protection Statement

**We need to collect information about you and/or your child and your personal or family circumstances in order to process your application to the BBC Children in Need Emergency Essentials Programme ("Programme"). The Family Fund Business Services Data Protection Statement ("this Statement") explains what information we collect from applicants in respect of the programme, how your information will be used, how long we keep it for and what you need to do if you wish to see what information we hold about you. By instructing your Referrer to submit the application form for the programme to us you are acknowledging the contents of this Statement.**

### Who are we?

Family Fund Business Services is a working name of Family Fund Trading Limited which is a company registered in England (number 06293129), which is a wholly owned subsidiary of The Family Fund Trust for Families with Severely Disabled Children, a company limited by guarantee (number 03166627) and a Charity (number 1053866) registered in England. Scottish charity No. SC040810. The registered office for both organisations is Unit 4, Alpha Court, Monks Cross Drive, Huntington, York, YO32 9WN.

Our Data Protection Officer can be contacted by post at our above registered office address or by email at [dpo@familyfund.org.uk](mailto:dpo@familyfund.org.uk).

We are committed to ensuring that all personal information we hold is treated properly and in accordance with applicable data protection legislation. We are registered as a data controller with the Information Commissioner's Office and our registration number is Z3588938. In accordance with applicable data protection legislation, we are required to explain to you how we will treat any personal data which we collect about you.

## What information do we collect if you apply to us to be considered for grants under the Programme?

When you apply to us for grants through your Referrer we need to assess your application against our eligibility criteria, as explained in our Terms & Conditions. So to consider your application we may obtain sensitive personal information (for example, information about your personal or household circumstances to assess why emergency support is needed including but not limited to details of your financial circumstances).

The Referrer will have made it clear to you what our Terms & Conditions and Data Protection Statement state at that time and will obtain your consent to submit your application to us on your behalf.

## How do we use information that you provide to us in applying for grants under the Programme?

We will use the information described above as appropriate to understand whether:

- you and your family circumstances meet specific criteria associated with the provision of the Programme and, if so,
- how we can help you and best provide support to you.

By instructing your Referrer in writing or verbally to submit your information to us, including sensitive personal information, you will be providing your explicit consent to us using any sensitive personal information contained within your application for the above purposes and for the purposes of administering your application.

We will further use and provide the Referrer with subsequent information in accordance with our legitimate interests so the Referrer can administer your grant application on your behalf including:

- informing you of the outcome of your application.
- liaising with you and our suppliers, as required, in fulfilment or payment of the grant should your application be successful.
- assisting FFBS post award in providing evidence (such as receipts ) to demonstrate grants are spent correctly and that the Programme's audit and assurance requirements can be met.
- assisting FFBS in obtaining feedback from you to help us report to BBC Children in Need the impact the grants are having. We may do this by sending you a link to a survey. You do not have to complete the survey and can opt out of this communication by unsubscribing to the email, or by emailing us at [emergencyessentials@familyfundservices.co.uk](mailto:emergencyessentials@familyfundservices.co.uk), telephoning 01904 550011 or writing to Family Fund Business Services, Alpha Court, Monks Cross Drive, Monks Cross, Huntington, York, YO32 9WN. Please note that any such reports and summaries will contain general information on trends and/or issues. The Referrer may contact you to ask you if you would like to provide a case study or tell your story so we can report the impact of what we do to our funders. If you are happy to do this we will only use the information that you provide with your explicit consent.
- keeping your details up to date as appropriate.
- responding to appeals or complaints. Where we process any sensitive personal data for this purpose, it will be to the extent necessary for the substantial public interest in us ensuring that we carry out our activities in an appropriate manner.

FFBS will also use the information in accordance with our legitimate interests for:

- our own research purposes (or for the legitimate research purposes established by organisations which we are associated with, including organisations for whom we administer funds). Please note that any such research reports will contain general information on trends and/or issues and will not identify you.
- our own audit and assurance purposes and our continuous desire to improve our services. For example to prevent and detect fraud and misuse and to ensure that grant processing is carried out by our staff to a high standard and continuously improved.
- our own administrative purposes. For example keeping our business systems and records up to date.

FFBS will also use your personal information:

- to provide you with grant-making, advice and support services that you have requested or which we otherwise agree to provide to you; and
- where necessary for the substantial public interest in us ensuring that we can effectively and efficiently administer our related funding agreements with Government and other funders.

Where we are processing your information on the basis that we have your consent, you can withdraw your consent at any time. This can be done by emailing us at [emergencyessentials@familyfundservices.co.uk](mailto:emergencyessentials@familyfundservices.co.uk), telephoning 01904 550011 or writing to Family Fund Business Services, Alpha Court, Monks Cross Drive, Monks Cross, Huntington, York, YO32 9WN or clicking on the appropriate link of any related email. Any such withdrawal will not affect the lawfulness of our processing based on your consent before you withdrew it.

If you withdraw your consent to us processing your information in connection with an application under the Programme, we will be unable to consider your application any further.

## To whom will we disclose your personal information?

As well as disclosing information about you to your Referrer in connection with requests within the section "How do we use the information that you provide to us in applying for grants under the Programme?", we may disclose information about you to:

- the Government departments and other funders which provide us with funding (where necessary for the substantial public interest in us ensuring that we can effectively and efficiently administer our related funding agreements with Government and other funders); and
- any third party which is involved in the provision of the assistance we are providing to or procuring for you. For example, if you receive goods or services from us we will pass information about you to our relevant supplier(s) so that they can provide you with these goods or services and any associated services which we ask them to provide. We will provide our quality assurance assessors with your contact and order details, under a duty of confidentiality, so that they can monitor the performance of, and your satisfaction with, our suppliers. A list of suppliers and quality assurance assessors is available by writing to our address for correspondence (as shown at the beginning of this Statement) with details of your request.

We may also share personal information about you:

- with third parties who are directly involved in dealing with any request, enquiry or correspondence submitted by you.
- with third parties who are providing us with professional advice and support where necessary for our legitimate interests in obtaining such advice or support.

- where we are legally required to do so.
- in connection with criminal investigations, legal proceedings or prospective legal proceedings where necessary for our legitimate interests and permitted by law.
- where necessary for our legitimate interests in establishing, exercising or defending our legal rights (including providing information to others for the purposes of fraud prevention) and permitted by law; and
- where we state or inform you otherwise (for example, in this policy or on our website).

Where we engage third parties to process data on our behalf, information is only shared for the purpose of the third party providing services on our behalf. For financial and technical reasons we may, on occasion, decide to use the services of a supplier outside the European Economic Area (EEA), which means that your personal information is transferred, processed and stored outside the EEA. For example we may use third party software for contact us forms, management of our social media accounts, email management and for surveys that we do. However we take steps to ensure that these organisations have in place suitable technical and organisational safeguards either through the agreements we hold with them or by confirming they operate in accordance with the EU-U.S. Privacy Shield Framework (further details of which can be accessed via [www.privacyshield.gov](http://www.privacyshield.gov)).

In the event that you provide us with feedback regarding our activities, we may disclose that feedback to those of our suppliers who are involved in those activities.

We may also disclose your personal information to third parties in the event that we sell, merge or buy any business and/or assets (in which case we may disclose your personal information to the prospective seller or buyer of such business or assets) or if we, or substantially all of our assets, are acquired by a third party. Any such disclosure will be made where necessary for the legitimate interests of us and/or the third party in respect of the proposed transaction; however we will not transfer your personal information to any such third party unless we are satisfied that they are able to provide an adequate level of protection in respect of your personal information.

We may disclose information about you to, and obtain information about you from, Government departments and agencies, debt collection agencies and tracing agencies to assist in the detection and prevention of fraud. Except as provided in this Data Protection Statement, we will not provide your information to third parties without your express consent for any purpose (including but not limited to direct marketing). We do not sell personal information under any circumstances.

## Your rights

You have a legal right to see a copy of the personal data that we keep about you and to require us to correct any inaccuracies, subject to certain exemptions. In some circumstances you may also have the right to:

- request that we erase any personal data held about you.
- restrict our processing of your personal data (for example to ask to suspend the processing of personal information to establish its accuracy or the reasons for processing it).
- data portability (i.e. to request the transfer of personal data to a third party); and
- object to our processing of your personal data.

Requests in respect of the above should be made in writing to the Data Protection Officer at Family Fund, Unit 4, Alpha Court, Monks Cross Drive, Huntington, York, YO32 9WN. Please contact us at the same address if you have any reason to believe that

information we hold about you is inaccurate. We will respond to your request as soon as possible and, in any event, within one month from the date of receiving the request. Please note that we may, where legally permitted, reject any such request or limit the scope of our response (for example if, in the circumstances, the right does not apply to you).

In accordance with applicable data protection legislation, we follow security procedures in the storage and disclosure of your information. We may therefore request proof of your identity before complying with any other request of a nature described in a)-d) above.

You will not generally have to pay a fee to exercise any of your rights described in a)-d) above. However, we may charge a reasonable fee if you make a request to see a copy of your personal information which is clearly unfounded or excessive. Alternatively we may refuse to comply with your request in such circumstances.

## Retention of your data

We keep the information we hold about you for as long as we need it for the purpose we collected it. For example, if your application for a grant is successful we will retain your information for up to seven years for audit, assurance and administration purposes (in connection with the substantial public interest in us ensuring that we can effectively and efficiently administer our related funding agreements with Government and other funders).

Following the expiry of the relevant retention period, except where otherwise stated we will securely destroy the information or pseudonymise the data so that you and your family can no longer be identified from it (for example, where pseudonymised information will be useful for our statistical research purposes).

A copy of our Data Retention Policy is available from us upon request.

## Security of your data

We take appropriate measures to ensure that the personal information disclosed to us is kept secure, accurate, and up to date. We will ensure that your personal information is kept only for so long as is necessary for the purposes for which it was collected and is securely destroyed in accordance with our Data Retention Policy.

## How will you know if we make any changes to this Data Protection Statement?

We may amend this Data Protection Statement from time to time. If we make any changes to the way in which we use your personal information we will notify you by posting a notice on our Website's homepage, by writing to you or by sending you an email. You can view the current version of our Data Protection Statement at any time by clicking on the link to "Terms & Conditions and Data Protection Statement for Parents, Guardians or Young People ("Applicants") who authorise a Client Representative ("Referrer") to submit their application to the BBC Children in Need Emergency Essentials Programme delivered by Family Fund Business Services" on our website's homepage.

## Queries

If you have any questions about this Statement or our treatment of your personal information, please contact our Data Protection Officer at the contact details given above.