



## Client Representative (“Referrer”) Terms & Conditions and Data Protection Statement for the BBC Children in Need Emergency Essentials Programme delivered by Family Fund Business Services

### Declaration

Please read the statements and Terms & Conditions of the BBC Children in Need Emergency Essential Programme (“programme”) below. If all the statements are accurate, please signify that you understand that you will be subject to these Terms & Conditions (including the Data Protection Statement) by registering with Family Fund Business Services as a Client Representative (“Referrer”) and submitting applications on behalf of the applicants of the organisation that you are authorised to represent. If you have any questions, please raise them using contact information on the website [www.familyfundsolutions.co.uk](http://www.familyfundsolutions.co.uk), or by telephoning 01904 550011.

In return for the Family Fund Business Services (FFBS) considering my registration and subsequent applications that I submit on behalf of my applicants, I acknowledge that I will be subject to the Terms & Conditions and declare that the following statements are accurate:

To be eligible to be registered with FFBS to submit applications on behalf of my applicants to the BBC Children in Need Emergency Essentials Programme (‘Programme’), I am:

- working for an organisation which offers directly, or is contracted to provide support for vulnerable children and/or families who are likely to access this Programme.
- a professional acting on behalf of applicants of that organisation who are already known through a current and existing professional relationship prior to their application being made.
- adhering strictly to the Safeguarding and Data Protection Policies of the organisation.
- authorised by the organisation which I represent to submit applications to schemes such as the BBC Children in Need Emergency Essential Programme on its behalf.

- authorised by the organisation to provide its bank details in respect of a bank account which I can then use to administer cash grant payments on behalf of applicants should that be necessary. I understand that it is a condition of the Programme that cash awards must be paid into a bank account of the organisation I represent and not to personal accounts of myself or the applicant.

I will make checks to ensure that:

- the applicant I am applying on behalf of is a British citizen, or person from an EU member country and have been living in the UK for the past six months or
- is not a British citizen or a person from an EU country but have been granted ‘leave to remain’ and has access to public funds and has been living in the UK for the past six months
- the child of the person, or the young person applicant, is not in the care of the Local Authority or in foster care.

I understand and ensure I will communicate to clients that:

- the BBC Children in Need Emergency Essential Programme is discretionary and subject to funding
- there is no entitlement to a grant and all cases are assessed on an individual basis
- FFBS will prioritise applications which demonstrate that applicants face exceptionally difficult circumstances or are in crisis.

### Terms & Conditions

**You must acknowledge the statements below before your registration is processed and when each application is processed.**

#### I declare as follows:

The information provided by me as the referrer upon which the application is based is accurate and up to date and not misleading. I have authority to act for the organisation that I

associate with on my registration and its applicants and will obtain explicit consent at the point of submitting each application from the applicant as required by the Guidelines for Referrers and as set out in the separate “GDPR Agreement for Referrers” between me and FFBS. In doing so I will ensure that the applicant has been provided with a copy of the FFBS “Terms & Conditions and Data Protection Statement for Parents, Guardians or Young People (“Applicants”) who authorise a Referrer to submit their application to the BBC Children in Need Emergency Essentials Programme” and has been given the opportunity to read them prior to submitting the application on their behalf.

I will be bound by these Client Representative (“Referrer”) Terms & Conditions and Data Protection Statement for the BBC Children in Need Emergency Essential Programme that FFBS made me aware of when I registered for the Programme and at the point of each application thereafter.

I have read the “Family Fund Business Services Data Protection Statement for Client Representatives (“Referrers”)” set out below. I acknowledge that FFBS will collect and use my personal information as set out in the Data Protection Statement.

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 FFBS as soon as those changes in circumstances occur.

I agree to advise FFBS of any changes in applicant circumstances that may be relevant to the outcome of any application as soon as I am made aware, whether they occur before or after the date the application is submitted.

I agree that if I no longer have the authority to represent the organisation that I am associated with at registration, I will inform FFBS immediately and where I have undertaken employment or become an agent of a new organisation, I will re-register where appropriate.

I have read the Terms of Use on the FFBS website and acknowledge that I will be bound by them in my use of the website and online account.

I understand that I am responsible for keeping my user name and password safe and secure and for all activities that take place on my account. I will change my password and notify FFBS where I no longer feel my login details are secure so security settings can be reset. If I believe that my account has been accessed by someone other than myself I will change my password immediately and notify FFBS as well as the organisation that I represent.

I understand that I and the organisation that I am authorised to represent will be in breach of FFBS Terms of Use and Data Protection law if I share my login details or password in any circumstances.

In addition in relation to grants awarded to my clients:

- I agree to administer the grant on behalf of FFBS
- I understand that cash grants will be paid directly into the bank account of the organisation that I am authorised to represent.
- I will supervise the spending of the grant.
- I will ensure that the family retain receipts for 12 months for audit purposes (as required by FFBS for its legitimate interests in maintaining records of awarded grants).
- I agree to assist FFBS in obtaining feedback from applicants to report to BBC Children in Need the impact the grants are having by:
  - liaising with applicants to promote participation in FFBS feedback surveys.

- obtaining case studies or stories from applicants and with their explicit consent sharing them with FFBS where my applicants would like to help further in the reporting of the impact of the Programme.

I understand that FFBS 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 and 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. By registering as a Referrer and by submitting applications on behalf of my applicants 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 consent for my personal information being processed for the purposes of the programme by FFBS 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 for Client Representatives (“Referrers”)

**We need to collect information about you, in order to process your application for registration as a Client Representative (“Referrer”) for the BBC Children in Need Emergency Essentials Programme (“Programme”) and to receive applications that you submit to FFBS on an applicant’s behalf thereafter. The Family Fund Business Services Data Protection Statement (“this Statement”) explains what information we collect from Referrers 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 registering for the Programme and each time you 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 trading name of Family Fund Trading Limited which is a company registered in England (number 06293129), and is a wholly owned subsidiary of Family Fund Trust, 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, United Kingdom.

Our Data Protection Officer can be contacted by post at our above registered office address or by email at [dataprotection@familyfund.org.uk](mailto:dataprotection@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 a Referrer under the Programme?

When you apply to us to register as a Referrer we need to assess your application against our eligibility criteria as explained in our Terms and Conditions. So to consider your application we may obtain personal information such as your name, place of work, contact information and details about your role in the organisation that you represent.

## How do we use the information that you provide to us in administering the Programme?

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

- you meet specific criteria associated with the provision of the Programme and, if so,
- how we can help you and best support your role in administering the Programme.

If you register with us as a referrer and submit applications to us on behalf of the applicant we will be using your personal information in our legitimate interest for the above purposes.

We will use your information in accordance with our legitimate interests to manage our relationship with you and so you can administer grant applications on behalf of the applicant including:

- informing you at all stages as to the progress of the applicant's application.
- liaising with you and our suppliers, as required, in fulfilment or payment of the grant should the application be successful.
- requiring you to provide evidence (such as receipts) to demonstrate grants are spent correctly and so that the programmes' audit and assurance requirements can be met.
- requiring assistance in obtaining feedback from your clients to help us report to BBC Children in Need the impact the grants are having.
- requiring assistance in improving our service. 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 [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.
- keeping your details up to date as appropriate

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 our grant processing activities are carried out 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 support in delivering the service that you have registered for.
- where necessary for the substantial public interest in us ensuring that we can effectively and efficiently administer our related funding agreements.

## Your choices

You have a choice about being contacted by us for the following purposes. If you provide us with your consent to do so we will contact you by email, post and/or telephone from time to time as follows:

- To send you our Family Fund Business Services newsletter.
- To promote the goods and services of Family Fund Business Services

You also have a choice about hearing about the activities of our parent Charity Family Fund. If you provide us with consent to do so we will pass on your details to Family Fund who will contact you by email, post and/or telephone from time to time as follows:

- To send you the Charity newsletter
- To promote the fundraising and volunteering activities of the Charity
- To make you aware of and allow you to contribute to campaigns being run by the Charity or its trusted third parties

Where we are processing your information on the basis that we have your consent, you can withdraw your consent at any time (for example, if you no longer want to receive further contact from us in the form of a newsletter). 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.

Please note that if you withdraw your consent to us processing your personal information for any of the purposes described above, this may result in us being unable to carry out a relevant action or provide you with any related feedback or response.

## To whom will we disclose your personal information?

As well as disclosing information about you in connection with requests of the nature referred to in the section "How do we use the information that you provide to us in administering the Programme?", we may disclose information about you to:

- the organisations 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); and
- any third party which is involved in the provision of the assistance we are providing in relation to the applications submitted by you on behalf of your applicants. For example, if you are involved directly in helping your applicant receive goods or services from us we will pass information about you to our relevant supplier(s) so that they can provide you with the information that you need to administer the supply to your applicant. A list of suppliers 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:

- a) With third parties who are directly involved in dealing with any request, enquiry or correspondence submitted by you;
- b) With third parties who are providing us with professional advice and support where necessary for our legitimate interests in obtaining such advice or support;
- c) Where we are legally required to do so;
- d) In connection with criminal investigations, legal proceedings or prospective legal proceedings where necessary for our legitimate interests and permitted by law;
- e) 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
- f) 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:

- a) Request that we erase any personal data held about you;
- b) 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);
- c) Data portability (i.e. to request the transfer of personal data to a third party); and

d) 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 FFBS, 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 (e.g. 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 on behalf of an applicant 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).

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 Client Representative ("Referrer") Terms & Conditions and Data Protection Statement for the BBC Children in Need Emergency Essentials Programme on our website.

## 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.