

Standard Terms and Conditions of Community and Charitable Support

1. By submitting an application to British Gypsum, the organisation named in the application (referred to as “you” in these Terms and Conditions) agrees, if awarded a grant, to:

1.1. hold the grant on trust for British Gypsum (referred to as ‘we’ or ‘us’) and use it only for your project as described in your application or otherwise agreed with us, and only for expenditure incurred after the date of your grant award. Any changes to the application after the grant has been agreed must be submitted for approval and be agreed with us before implementing them;

1.2. provide us promptly with any information and reports we require about the project and its impact, before, during and after the end of the project;

1.3. act lawfully in carrying out your project in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us about the project or use of the grant and let us know promptly about any fraud, other impropriety, mismanagement or misuse in relation to the grant;

1.4. acknowledge British Gypsum funding using the common branding in accordance with relevant British Gypsum brand guidelines contained within our Brand Book;

1.5. hold the grant in a UK based bank or building society account which satisfies our requirements as set out in our Local Communities eligibility criteria;

1.6. immediately return any part of the grant that is not used for your project or which constitutes an unlawful subsidy;

1.7. where your project involves working with children, young people or adults at risk, adopt and implement an appropriate written safeguarding policy, obtain written consent from legal carers or guardians and carry out background checks for all employees, volunteers, trustees or contractors as required by law;

1.8. comply with data protection laws and obtain the consent of your beneficiaries for us and you to receive and process their personal information and contact them;

1.9. keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant, such as original receipts and bank statements;

1.10. allow us and/or the Comptroller and Auditor General reasonable access to your premises and systems to inspect the project and grant records;

1.11. grant us a royalty-free licence to reproduce and publish any project information you give us. You will let us know when you provide the information if you don't have permission for us to use it in this way; and

2. You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay all or any of the grant in any of the following situations. You must let us know if any of these situations have occurred or are likely to occur.

2.1. You use the grant in any way other than as approved by us or fail to comply with any of these Terms and Conditions or the Local Communities eligibility criteria.

2.2. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the objectives agreed with us.

2.3. You have match funding for the project withdrawn or receive or fail to declare any duplicate funding for the same project costs as funded by the grant.

2.4. You provide us with false or misleading information either on application or after award of the grant, act dishonestly or are under investigation by us, a regulatory body or the police, or if we consider for any other reason that public funds are at risk or you do anything to bring British Gypsum into disrepute.

2.5. You enter into, or in our view are likely to enter into, administration, liquidation, receivership, dissolution or, in Scotland, have your organisation's estate sequestrated.

2.6. You receive any grant money incorrectly either as a result of an administrative error or otherwise. This includes where you are paid in error before you have complied with your obligations under these Terms and Conditions and/or any offer letter. Any sum, which falls due under this paragraph 2.6, shall fall due immediately. If you fail to repay the due sum immediately, or as otherwise agreed with us, the sum will be recoverable summarily as a civil debt.

3. You acknowledge that:

3.1. the grant is for your use only and we may require you to pay us a share of any proceeds from disposal of assets purchased or enhanced with the grant;

3.2. we will not increase the grant if you spend more than the agreed budget and we can only guarantee the grant as long as British Gypsum continues to operate;

3.3. the grant is not consideration for any taxable supply for VAT purposes;

3.4. we have no liability for any costs or consequences incurred by you or third parties that arise directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save where the negligent acts or omissions of British Gypsum result in death or personal injury or for fraud;

3.5. these Terms and Conditions will continue to apply for one year after the grant is paid or until the project has been completed, whichever is later. Clauses 1.2, 1.4, 1.6, 1.8, 1.9, 1.10, 1.11, 3.4 and 3.5 shall survive expiry of these Terms and Conditions;

3.6. if the application and grant award are made electronically, the agreement between us shall be deemed to be in writing and your online acceptance of these Terms and Conditions shall be deemed to be the equivalent of your signature on that agreement;

3.7. British Gypsum reserves the right to place conditions on any grant or support given;

3.8. the decision whether or not to provide any support, financial or otherwise, will be British Gypsum's decision and will not be reviewed once a decision is made, and;

3.9. these Terms and Conditions are subject to the laws of England and in the event of a dispute the parties agree that the courts of England and Wales shall have exclusive jurisdiction.

4.0 Data Protection

4.1 To the extent that a party processes any Personal Data (as defined in EU Regulation 2016/679) or (as defined in the UK) section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 (together or individually referred to as "GDPR") on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the GDPR and any other applicable laws and regulations relating to the use or processing of personal data (together the "Data Protection Laws"); and (b) not disclose any Personal Data to any Data Subject (as defined in the GDPR) or to a third party other than at the written request of the other party or as expressly provided for in these Terms and Conditions in accordance with Data Protection Laws.

4.2 Any such processing shall cease by no later than the expiry or (if earlier) the termination date of the grant, unless the parties expressly agree otherwise in writing and all Personal Data shall be returned or destroyed in accordance with Data Protection Laws.

4.3 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if any Personal Data processed in connection with the issue of a grant or the project is subject to a personal data

breach (as defined in the GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

British Gypsum is Saint-Gobain Construction Products UK Limited trading as British Gypsum, whose registered office address is Saint-Gobain House, East Leake, Loughborough, Leicestershire, LE12 6JU (company number 00734396).