

Terms and Conditions for Funding Contributions

1. Definitions

1.1 In these terms and conditions the following expressions shall, unless the context requires otherwise, have the meaning set out below:

- **Annual Funding Cycle:** Refers to the annual cycle over which CIISABOF collects Funding, the cycle starts on 01 April every year and finishes on 31 March of the following year. This cycle coincides with CIISABOF and CIISA's financial year.
- **Annual UK Turnover:** Refers to turnover as defined by S474 of the Companies Act 2006, calculated for a Funder's financial year and relating to the provision of goods or services either in the UK or to customers who are based in the UK.
- **Band:** Refers to a specific minimum level of Funding in the Funding Model determined by reference to a Funder's Annual UK Turnover.
- **Board:** Refers to the board of directors of CIISABOF or CIISA, or a committee, sub-committee, or member of such board established with delegated authority.
- **CIISABOF:** Refers to The CIISA Board of Finance, a company limited by guarantee incorporated in England and Wales, company number 15474729.
- **CIISA:** Refers to The Creative Industries Independent Standards Authority, a company limited by guarantee incorporated in England and Wales, company number 14615723
- **Contribution Portal:** Refers to an online portal by which a Funder may pay their Funding in line with the Funding Model. It can be located via the Website and its address is highlighted in other Published Materials.
- **Funder:** Refers to the corporate body, partnership, or individual providing Funding to CIISABOF.
- **Funding:** Refers to the voluntary annual financial contributions paid by the Funder in line with the Funding Model.
- **Funding Model:** Describes the agreed-upon method for collection of Funding, including setting of Bands.
- **Published Materials:** Refers to any materials purposely made available for a wider audience of members of the creative industries and the public at large. This may include being hosted on the website, or other means such as press releases or the use of other platforms where CIISABOF or CIISA maintain an official profile.
- **Request for Payment:** Refers to a direct communication from CIISABOF to a Funder requesting that they contribute Funding in line with the Funding Model. It will detail the Band and Funding, the date of request, the method of payment, and the date by which payment should be made.
- **Website:** the website of CIISA: <https://ciisa.org.uk/>

1.2 In these Terms and Conditions:

- words importing the singular number shall include the plural number and vice versa;
- words importing the one gender shall include all genders;
- words importing persons shall include corporations;
- references to any statutory provision shall include any statutory modification of that provision made after the date of these terms and conditions;
- references to “days”, “months” and/or “years” shall have their ordinary meaning; and
- paragraph headings are included for guidance only and shall not affect the interpretation of any provision.

2. Funding Contributions

- 2.1 The Funder agrees to contribute relevant Funding to CIISABOF in accordance with the Funding Model.
- 2.2 The Funder is responsible for determining which Band they belong in by reference to their Annual UK Turnover.
- 2.3 Funding should be made either by payment of a Request for Payment when one is received by the Funder from CIISABOF, or by payment using the self-service Contribution Portal which is linked on the Website.
- 2.4 Funding should be paid annually by the Funder in line with the Annual Funding Cycle.
- 2.5 Where a Funder receives a Request for Payment from CIISABOF, these will be sent annually prior to the start of the Annual Funding Cycle.
- 2.6 Where a Funder pays via the Contribution Portal, they should make a contribution at the start of Annual Funding Cycle or twelve months after their last contribution, whichever is later.
- 2.7 Payment of Funding should be by a single payment made in response to a Request for Payment or via the Contribution Portal. Payments should not be delayed beyond timeframes communicated in the Request for Payment nor staggered or paid in instalments.
- 2.8 Payment of Funding should be the full amount specified for the Band in which the Funder falls. It should not be less than this amount.
- 2.9 The Funder may wish to contribute more than the specified minimum amount for their Band. The Funder may do so by contacting CIISABOF using the contact details included in Published Materials to inform CIISABOF of this additional Funding.

2.10 CIISABOF acknowledges that these funds become their property upon receipt of Funding.

3. Services and Benefits

3.1 The Funder acknowledges that they will receive no exclusive services, products, or directly attributable benefits in return for their Funding.

3.2 CIISABOF and CIISA will not provide any exclusive goods, services, or privileges to the Funder in return for their Funding.

3.3 For the avoidance of doubt, CIISABOF and CIISA are not membership organisations or professional bodies. Funding is used to support and resource CIISA to meet its wider objectives.

3.4 Funders are not permitted to display or use CIISABOF's or CIISA's logo on their website, any correspondence, or in any of their promotional material unless CIISABOF or CIISA has granted specific permission to do so.

4. No Right of Refund

4.1 The Funder understands that their Funding is irrevocable and non-refundable.

4.2 In no circumstances shall the Funder have the right to request a refund of their Funding.

5. Compliance with UK Law

5.1 CIISABOF commit to complying with all relevant UK laws in receipt of Funding.

5.2 CIISABOF will maintain accurate records of all contributions and their utilization.

6. Amendments to the Funding Model

6.1 CIISABOF and CIISA may amend, change, or otherwise vary the Funding Model at any point in time. This includes increasing the Funding or amending the Bands included in the Funding Model.

6.2 Any amendments shall be determined by the CIISABOF Board, in discussion with CIISA Board and communicated by inclusion on the website or other means to Funders, at least three months before the commencement of the Annual Funding Cycle.

7. Uses of Funding

7.1 CIISABOF and CIISA commit to use all Funding received to promote their activities, and their aims and objectives as outlined elsewhere in their Published Materials.

7.2 Notwithstanding the above, CIISABOF and CIISA, their Boards, and Directors shall have full discretion in how to allocate the Funding in the promotion of those objects and pursuit of their outlined objectives.

8. Governing Law

8.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

8.2 Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the English courts.

9. Confidentiality

9.1 Unless otherwise stated in these Terms and Conditions, CIISABOF or CIISA and the Funder agree to treat as confidential all information concerning the affairs, operations, or business of the other which it acquires in consequence of or in connection with these Terms and Conditions.

10. Third party rights

10.1 A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions but this does not affect any right or remedy of a third party which exists, or is available, apart from the Act.

11. Entire agreement

11.1 These Terms and Conditions constitute the entire agreement between CIISABOF, CIISA, and the Funder with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

12. Severability

12.1 If any provision of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these Terms and Conditions which will remain in full force and effect.

12.2 If any provision of these Terms and Conditions is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification[s] as may be necessary to make it valid

13. Notices

13.1 Any notices or other communications required or permitted hereunder shall be in writing and shall be sufficiently given if delivered by hand, sent by registered

mail, or sent by email to the addresses specified in the Published Materials or to such other address as either party may from time to time notify to the other.

14. Force Majeure

- 14.1 Neither CIISABOF nor CIISA shall be liable for any failure to perform its obligations under these terms and conditions if such failure is caused by something beyond its reasonable control, including but not limited to acts of God, war, civil disturbance, or terrorism.

15. Data Protection

- 15.1 CIISABOF and CIISA will comply with all applicable requirements of relevant data protection legislation. The parties acknowledge that, for the purposes of the data protection legislation, the Funder is the Data Controller, and CIISABOF and CIISA are the relevant Data Processors where data protection legislation is defined as any applicable law relating to the processing of personal data. This is including (but not limited to) the UK General Data Protection Regulation and any national implementing laws, regulations, and secondary legislation (as amended or updated from time to time) in the UK.
- 15.2 Without prejudice to the generality of paragraph 15.1, the Funder will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any relevant personal data to CIISABOF for the duration and purposes of these terms and conditions.
- 15.3 Without prejudice to the generality of paragraph 15.1, CIISABOF and CIISA shall, in relation to any personal data processed by CIISABOF and CIISA regarding performing its obligations under these terms and conditions:
- process that personal data only on the documented written instructions of the Funder unless CIISABOF or CIISA is required by the laws of any member of the European Union or by the laws of the European Union applicable to CIISABOF or CIISA to process personal data [Applicable Laws]. Where CIISABOF or CIISA is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, CIISABOF or CIISA shall promptly notify the Funder of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit CIISABOF or CIISA from so notifying the Funder;
 - ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- ensure that all staff who have access to and/or process personal data are obliged to keep the personal data confidential; and not transfer any personal data outside of the European Economic Area unless the prior written consent of the Funder has been obtained and the following conditions are fulfilled:
 - CIISABOF or CIISA and the Funder have provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - CIISABOF or CIISA complies with its obligations under the data protection legislation by providing an adequate level of protection to any personal data that is transferred;
- CIISABOF or CIISA complies with reasonable instructions notified to it in advance by the Funder with respect to the processing of the personal data;
- assist the Funder, at the Funder's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the data protection legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
- notify the Funder without undue delay on becoming aware of a personal data breach;
- at the written direction of the Funder, delete or return personal data and copies thereof to the Funder on termination of the agreement unless required by Applicable Law to store the personal data; and
- maintain complete and accurate records and information to demonstrate its compliance with this clause 15.

16. Conflict of Interest

- 16.1 CIISABOF and CIISA shall have a policy in place to manage any conflicts of interest that may arise in relation to the activities funded by the Funding.
- 16.2 The Funder shall disclose to CIISABOF and CIISA any actual or potential conflict of interest that may affect their Funding as soon as it becomes aware of such a conflict.