



CHARITY OF THE YEAR – TERMS AND CONDITIONS

1) AWARD CONDITIONS

- a) The Choirs For Good Charity of the Year Award is awarded, administered, and managed by Choirs For Good Ltd (registered company number 13017954).
- b) Awards will only be given to registered charities.
- c) Awards are given entirely at the discretion of Choirs For Good's Shortlisting Panel and Panel (the 'Panels'). The Panels' decisions are final, and no correspondence is guaranteed regarding unsuccessful applications, including feedback.
- d) Applications to be Choirs For Good Charity of the Year will only be considered if:
 - i) The organisation applying to be Charity of the Year is located in the UK and the money will be spent in the UK;
 - ii) Both the individual completing the Application Form and/or individual(s) responsible for managing the money once it has been awarded act entirely on behalf of and with the authority of the Applicant;
 - iii) The Applicant is applying on behalf of a registered charity, and is not a private sector organisation or an organisation funded by public monies (i.e. schools).

2) THE APPLICATION PROCESS

- a) All applications made in compliance with the conditions specified in Clause 1 above will be considered for the award. During the selection or review process, Choirs For Good may contact Applicants by email or telephone to request additional information, if necessary.
- b) Upon determination of an award, Choirs For Good shall notify the Applicant of the outcome of their application, but will not provide any feedback to unsuccessful applicants.
- c) Choirs For Good must be formally notified via email as soon as practical and wherever possible if any change occurs after submitting an Application Form in relation to the following (whether prior to the awarding of the money or afterwards):
 - i) The Applicant;
 - ii) The individual(s) identified as acting on behalf of the Applicant, either in making the application or identified as being responsible for managing the money;
 - iii) The financial standing of the organisation making the application.
- d) Any changes must be agreed by Choirs For Good in writing before commencement of any such changes.

3) THE GRANT AWARD AND REPORTING

- a) The successful organisation may be contacted firstly by phone and will then be sent a formal Award Offer by email, which will be accompanied by the 'Charity of the Year Acceptance Form.' The Award will be confirmed subject to the Grant Applicant's acceptance of the Terms outlined, which is confirmed by signing and returning of the 'Charity of the Year Acceptance Form,' within one month of receipt.
- b) Upon Choirs For Good's receipt of the Applicant's completed 'Charity of the Year Acceptance Form,' the Applicant will be regarded as the Award Holder for the purposes of these Terms.
- c) The Award funds are delivered in one lump sum at the end of the 'Year' (the period under which the Charity is named as the Charity of the Year, usually commencing in February and concluding at the end of the following January). Six months after the Award funds are delivered, the Award Holder will submit a written report of how the money has been spent or of plans on how the money will be spent. This report will be informal, but will be made public on Choirs For Good's social media channels and website, so it should be written in an engaging way that updates the Award Holder's supporters of the things they have achieved with the funds.

4) TERMINATION, WITHHOLDING, OR RECOVERY OF THE AWARD

- a) An Award, or any part of it, may be withheld, terminated, or recovered at any time by Choirs For Good, or additional conditions to its continued payment may be applied by Choirs For Good at any time in the event that:
 - i) Any information provided by or on behalf of the Award Holder to Choirs For Good during the Application Process is found to be untruthful or unsatisfactory by Choirs For Good;
 - ii) The Award Holder and/or the Charity of the Year itself are found to be in disrepute or involved in illegal activities, or to undertake unsavory business practices;
 - iii) Any of the conditions of the Award specified in these Terms (or in any other governing documents such as the Award Offer), are no longer satisfied by the Award Holder or the Charity of the Year.

5) PROJECT-RELATED EXPENDITURE

- a) The Award funding is unrestricted, but it must be spent for the purposes and operation of the Charity it is meant to benefit.

6) BRANDING, INTELLECTUAL PROPERTY (IP), AND DATA PROTECTION

- a) All publications, media coverage, or social media engagement in relation to the Award must:
 - i) Only be created and used subject to Choirs For Good's prior approval, and duplicate copies provided to Choirs For Good, and in accordance with the Choirs For Good Branding Guidelines (a copy of which will be included in the Award Offer);
 - ii) When referencing the Award, include acknowledgement of Choirs For Good's involvement with the inclusion of our logo (provided in the Award Offer), and appropriate reference to the Charity of the Year scheme.
- b) The Award Holder must:
 - i) Participate in or contribute to such publications, media coverage, or social media engagement as Choirs For Good reasonably requests from time to time;
 - ii) Be GDPR compliant.

7) LIMITATIONS OF LIABILITY AND INDEMNITY

- a) Without prejudice to its rights to terminate, withhold, or recover the Award (or any part of it) under these Terms, Choirs For Good's liability shall be limited in any event to the total sum of £1,000.00.
- b) Choirs For Good has no liability to the Applicant for any delay in receipt of the Application Form.
- c) Choirs For Good shall have no liability for the performance or lack of performance of any fundraising tasks, events, or initiatives, other than one gig per choir within the Year.
- d) The Award Holder agrees to indemnify and keep indemnified Choirs For Good against any and all claims, damages, losses (including without limitation any direct or indirect consequential losses or loss of reputation or goodwill), demands, expenses, fines, judgements, penalties, and proceedings and any other losses and/or liabilities (including without limitation legal costs on a full indemnity bases) suffered and/or incurred by the Choirs For Good and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Award Holder.

8) GENERAL

- a) The Award is specifically made to the Award Holder and the Award Holder shall not assign, charge, subcontract, or otherwise attempt to transfer or deal in its interest in the Award or the Terms governing it without the prior written consent of Choirs For Good.
- b) None of these Terms shall be enforceable by any person who is not a party to them.
- c) These Terms and the Award given subject to them are governed by and interpreted in accordance with the English law, and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.
- d) Successful Award Holders should wait a minimum of three full years from receiving your donation before applying again. If you apply before this time, your application won't be shortlisted. You are still more than welcome to book your local choir for gigs and fundraisers during this time.