



Royal Mail Kits 4 Kids – T&Cs for Successful Organisations

These Terms and Conditions apply to the Royal Mail Kits 4 Kids programme (the “Scheme”). The promoter of the Scheme is Royal Mail Group Limited (“Royal Mail”, “RMG”, “us”, “we”, “our”). By accepting a Grant or Kit under the Scheme, you, acting on behalf of your organisation, confirm that you comply with the below.

1. Definitions and interpretation

1.1 In these Terms and Conditions, the following words and phrases will, unless the context otherwise requires, have the following meanings:

“External Kit Provider” means 3Q Sports Teamwear Ltd

“Grant” means a grant of up to £2,000.00 (two thousand pounds) to be used for the purchase of new Kit administered in accordance with paragraph 3.1 below.

“Individual Sport(s)” means sports which can be executed by an individual player, including but not limited to: sports with team variations (e.g., tennis doubles), sports with team ratings (e.g., gymnastics), or where there are elements of training as a group (e.g., swimming or martial arts).

“Kit” means clothing, including training or match kit, funded by the Scheme, which is to be provided for the young people who engage with and benefit from the Successful Organisation.

“Team Sport(s)” means sports where individuals work together as part of a team, and it is impractical for the sport to be executed by a single player. Example of Team Sports include, but are not limited to: hockey, cricket, netball, football, basketball, rugby, volleyball, lacrosse and handball.

2. Eligibility Criteria

2.1. The Scheme is open to UK-based sports groups directly delivering Team Sport(s) on a regular basis to people under the age of 18 years old.

2.2. In order to receive a Grant or Kit under the Scheme, you must have a UK bank account in the name of the Organisation and be an Organisation that has a charitable purpose (as set out in the Charities Act 2011) / reason for being and which is capable of benefiting the public by demonstrating that you are one of the following:

- a community amateur sports clubs (as registered with HMRC); or
- an unregistered voluntary and community organisations with a not-for-profit constitution; or
- a Registered Charity with the Charity Commission; or
- a not-for profit company limited by guarantee without share capital or charitable incorporated organisation.

2.3. You confirm that the receipt of a Grant or Kit under the Scheme is conditional upon the following:

- Your organisation must have adequate and sufficient health and safety policies, child protection and safeguarding and insurance policies in place.
- Your organisation must be affiliated to the relevant national governing body or network and be able to provide the relevant governance document if required. This could include a Club Constitution or Articles of Association.

2.4. You confirm that your Organisation does not participate in activities that:

- violate any applicable law or regulation or promote or encourage the violation of any law or regulation;
- promote or encourage offensive, obscene or sexually suggestive material, propaganda, potentially misleading information, or defamatory or disparaging material about other people or companies, or endorse any form of hate, hate group or terrorist activity;
- discriminate unlawfully on any basis prohibited by law (e.g. gender, race, religion, disability, age, sexual orientation);
- promote or speak negatively about any political party or any affiliated group, promote or speak negatively about any legislation or government policy, or promote or encourage the violation of any law;
- promote any activities that may be unsafe or dangerous or propose the use of sums from the Scheme for any activities considered to be gaming, betting or gambling or which otherwise relate to raffles, prize draws, games of chance, lotteries or similar activities;
- relate to any subject that is contrary to the interests of RMG or its Group (including, but not limited to, Nominations that present an unacceptable regulatory, reputational or other risk to RMG or its Group); or
- attempt to manipulate or unfairly influence the outcome of the Scheme,

in each instance, as determined by us in our sole discretion.

2.5. We may request proof of the above and disqualify any Organisation that does not meet these criteria.

3. Administration of the Grant or Kit

3.1. If we are satisfied that you meet the criteria above and can therefore participate in the Scheme (“**Successful Organisations**”) you will either receive:

3.1.1. a Grant of up to £2000.00 (two thousand pounds) to fund Kit for the young people who engage with and benefit from the Successful Organisation.

3.1.2. Grants received under the Scheme must be spent within 6 months unless otherwise agreed with community@royalmail.com.

3.1.3. You will receive the Grant via a bank transfer (BACS) from Charities Trust to the bank account advised to Charities Trust as part of the due diligence process. In the event that your Organisation is not the ultimate holder of the bank account as referenced in this paragraph 3.1.3 the Grant will be redirected to the relevant bank account holder once appropriate checks and validation of account details have been completed by Charities Trust. Payment will be made to Successful Organisations within 7 working days once due diligence has been completed.

3.1.4. Grants cannot be used on Kit costs which have already been incurred.

OR

3.2. Kit supplied by our External Kit Provider .

3.2.1. Kit received under the Scheme must be ordered within 6 months, unless otherwise agreed on email with community@royalmail.com.



3.2.2. The External Kit Provider will advise Successful Organisations on what Kit is available to order via the ordering portal. Royal Mail Group Limited reserve the right to modify what Kit is available at any time without prior notice and at its sole discretion.

- 3.3. You will use best endeavours to reuse and recycle any Kit provided or received in accordance with 3.1 or 3.2 as part of the Scheme.
- 3.4. All adult coaches, support staff (or any other adults associated with managing or running the Organisation such as parents) are advised to complete British Heart Foundation's RevivR CPR training.
- 3.5. You will be required to complete a feedback form within 12 months of receiving the Grant. Evidence of spend may be requested and this must be provided within 30 days from the day of the request.

4. Checks by Charities Trust

- 4.1. RMG has engaged Charities Trust to assist with the administration of the Scheme. Charities Trust will conduct moderation and due diligence of Nominations and provide the Grant to the Successful Organisations to which paragraph 3.1 applies.
- 4.2. Moderation may take longer if Charities Trust has any questions about your Nomination that require it to conduct further investigation or contact you directly.

5. Ordering Kit

- 5.1. RMG has engaged the External Kit Provider to assist with the provision of Kit directly to some Successful Organisations, in accordance with 3.2 above.
- 5.2. All Kit orders must be placed through the External Kit Provider in one consolidated order.
- 5.3. RMG will not be held responsible for or be liable to provide any additional Kit or funding as a result of any errors incurred by the Successful Organisation in the ordering of Kit.
- 5.4. The Successful Organisation should raise any enquiries which relate to the Kit directly with the External Kit Provider. Any such enquiries will be handled in accordance with the External Kit Provider's Terms and Conditions.

6. Data Protection

- 6.1. RMG is a data controller and may use your personal data for the purposes of running and administering this Scheme as outlined in these terms and conditions. You may be named in RMG communications, promotional material or on RMG social media and may be asked to participate in publicity or promotion organised by RMG with your permission.
- 6.2. We may share your personal data with Charities Trust for moderating and due diligence purposes, with our media and creative agencies who support RMG in promoting the Scheme and with our External Kit Provider who will assist RMG in the provision of Kit to some Successful Organisations as set out in 3.2.
- 6.3. We may also share your personal data (e.g. your name and the name of your Organisation) with the local MP for your Organisation's constituency to notify them of the Grants or Kit received as part of the Scheme.



6.4. Further information about how we use personal data is set out in our Privacy Notice at <http://www.royalmail.com/privacy-policy>. Our lawful basis for processing and sharing your personal data as set out in this Privacy Notice will be our legitimate interests in offering community initiatives.

7. General

- 7.1. The promoter of this Scheme is Royal Mail Group Limited. Registered in England and Wales under company number 04138203, registered office: 185 Farringdon Road, London, United Kingdom, EC1A 1AA. RMG has engaged Charities Trust to assist with the administration of the Fund. Registered in England and Wales under company number 02142757, charity registration number 327489, registered office: 2nd Floor, Eleanor Rathbone House Unit 16, Connect Business Village, 24 Derby Road, Liverpool, L5 9PR.
- 7.2. We reserve the right to modify, withdraw, suspend or cancel the Scheme at any time without prior notice and in its sole discretion.
- 7.3. We may, at our sole discretion, exclude a Nomination from the Scheme if there is any reason to believe that there has been a breach of these terms and conditions, if the Eligibility Criteria are not met, or if a Nomination is incomplete, incomprehensible, false or fraudulent.
- 7.4. While nothing in these terms and conditions will limit RMG's liability for death or personal injury caused by our negligence, fraud, or for any other liability which cannot be limited or excluded under the applicable law, RMG will not be legally responsible to any Nominator, insurance company, Organisation or beneficiary for any losses suffered in connection with entry to or participation in the Scheme or which are caused by a third party, that were not foreseeable to us or to you at the time of entry.
- 7.5. Successful Organisations are permitted to use and display the Royal Mail logo on Kit funded by the Scheme on the condition that you follow the guidelines provided by Royal Mail when doing so. You warrant to us that, should you choose to display the RMG logo on your funded Kits, you are duly authorised to do so.
- 7.6. None of these terms and conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.
- 7.7. If any provisions of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
- 7.8. These terms and conditions shall be governed and construed in accordance with the laws of England and any disputes shall be subject to the jurisdiction of the English courts.



I confirm that I am duly authorised to act on behalf of the Organisation named below in accepting this donation and these terms and conditions, including but not limited to access and spending of the Grant.

Signature:

Name:

Date:

Organisation name: