

ICaN Terms and Conditions

Investing in Climate & Nature Scheme

These are the Terms and Conditions, which govern the use of the Scheme and its services by The Council and any party providing Donations to The Scheme.

January 2026

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Glossary of Terms

‘Donations’ - means the individual sums of money contributed by the Donors.

‘Donors’ - means the individuals or organisations that choose to make financial contributions towards individual Improvement Projects, or The Scheme more generally, in order to help fund the delivery of individual improvement project or the aims and objectives of The Scheme.

‘Equipment’ – means any material items, used in the delivery or administration of The Scheme for the purposes of achieving the aims and objectives of The Scheme and or delivery of any individual improvement project.

‘Force Majeure’ – means any unforeseen circumstance, or unavoidable event, such as, but not limited to, the following:- war, civil war, armed conflict, terrorist attack, governmental action, fire, flood, severe weather conditions of any sort, pandemic situation or any other act or matter, which notwithstanding the reasonable diligence and foresight of the Council, may impact on Scheme delivery, but which is beyond The Council’s reasonable control.

‘ICaN General Fund’ – refers to money received and held to support the delivery of The Scheme’s aims and objectives, where the donation provided by a Donor is not specifically linked and associated with any of the available individual Improvement Projects. Donations to the ICaN General Fund can subsequently be allocated towards the delivery of any individual improvement project at the discretion of The Council, or used to support the delivery of The Scheme’s aims and objectives.

‘Improvement Projects’ – refers to individual site or asset-based projects of work intended to deliver the aims and objectives of The Scheme through increasing a site or asset’s resilience to climate change and or its contribution towards addressing the climate and nature emergency through increased ecosystem services and health and wellbeing benefits, or through the reduction of carbon.

‘Investment / Investing’ – refers to the use of donated sums or other monies received into The Scheme to implement physical, or management changes and improvements intended to help address the impacts of the climate and nature emergencies.

‘Open to Public Access’ – refers to any individual site included within The Scheme being freely available for public use and enjoyment, in most cases determined as a minimum of 9.00 to 5.00 7 days a week, although where the primary purpose of the site is not that of ‘public open space, for instance educational land, more limited access periods may be permissible.

‘Planting’ – means horticultural and arboricultural activities used to add, establish, or care for the stock of trees, plants, flora contained within any individual improvement project.

‘Subsidiary Products’ – means any products, services or activities developed by The Council and or its authorised and approved partners for the purposes of delivering and promoting The Scheme and its associated activities, aims and objectives.

‘Sundry Landscape Items’ - means items installed with the purposes of enhancing existing landscapes or the functionality of such landscapes contained within individual Improvement Projects, typically these include but are not limited to fences, gates, signs, surfacing materials, benches and furniture items.

‘The Council’ – means South Gloucestershire Council (SGC) and is the Council for the administrative district of South Gloucestershire.

‘The Scheme or ICaN Scheme’ – means the Investing in Climate and Nature scheme as owned and managed by The Council and any third-party partner organisations authorised and approved by The Council

for the purposes of administering and promoting The Scheme.

Principle of Treating Customers Fairly (TCF)

The Council seeks to achieve the following standards of TCF Principles in the delivery, management and administration of the ICaN scheme:

Culture & Governance: Fair treatment of Donors must be central to corporate culture.

Product Suitability: Products and services should meet the expectations of Donors and needs of specific user groups.

Disclosure: Donors should receive clear information before, during, and after the point of donation.

Suitable Information: Donors should be provided with suitable information.

Performance and Service: Organisations should perform and provide service in line with expectations.

1.0 Application and Purpose

- 1.1 These Terms and Conditions are applicable to The Council’s ‘Investing in Climate and Nature’ (ICaN) scheme.
- 1.2 The Scheme provides The Council with a mechanism for individuals, companies or other organisations, to financially contribute towards the improvement of local green spaces as a donation towards the cost of implementing physical or management changes to the green space intended to increase the ecosystem services it provides, improve access and enjoyment, and better meet the needs of local communities, and other related systems and services as outlined in these Terms and Conditions (the ICaN Services).
- 1.3 The Scheme provides The Council with a mechanism for individuals, companies or other organisations, to financially contribute towards the decarbonisation of school buildings as a donation towards the cost of implementing physical or management changes to the building intended to reduce the operational carbon footprint, reliance on fossil fuels, energy efficiency, and better meet the needs of building users, and other related systems and services as outlined in these Terms and Conditions (the ICaN Services).
- 1.4 These are the Terms and Conditions, which govern the use of the Scheme and its services by The Council and any party providing Donations to The Scheme.
- 1.5 The Scheme does not offer access to financial markets, services or investment opportunities as defined and regulated by the Financial Conduct Authority. The term ‘Investment’ or ‘Investing’ is used to represent the implementation of changes and improvements intended to help ensure a healthier and more sustainable natural environment in which people live, and business operates.
- 1.6 By continuing to use or access The Scheme you are agreeing to be bound by these Terms and Conditions with immediate effect.
- 1.7 These Terms of Reference are divided into thirteen (13) sections for your convenience:

- 1.0 Application and Purpose
- 2.0 ICaN Scheme - Delivery and Administration
- 3.0 Acceptance or Refusal of Donations
- 4.0 Payment of Donations
- 5.0 Termination, Cancellations and Refunds
- 6.0 Reputation
- 7.0 National Fraud Initiative – Fair Processing Notice
- 8.0 Intellectual Property Rights
- 9.0 ICaN Website
- 10.0 Using our Online Services
- 11.0 Privacy Policy, data protection
- 12.0 Marketing, Press, Promotion and Publicity
- 13.0 Terms and Conditions

2.0 Delivery and Administration

2.1 Ownership and responsibility: The Scheme and associated products

- 2.1.1 The Scheme (ICaN) is owned and managed by The Council.
- 2.1.2 The tool used to evaluate and calculate the improvement created through Donations provided by The Scheme was developed in partnership with Eunomia Research and Consulting and remains their intellectual and commercial property.
- 2.1.3 All other associated Subsidiary Products developed to enable the successful application and administration of the Scheme are the property of The Council or organisations expressly commissioned or authorised by The Council to provide specific associated services or products.

2.2 Ownership and responsibility: Sites

- 2.2.1 The Council retains sole responsibility for determining which green spaces, or school buildings, are selected for inclusion in The Scheme. All sites included in The Scheme are either:
 - Owned and managed by The Council.
 - Owned by The Council but managed under an arrangement by a third-party agent acting on the Council's behalf.
 - Owned by a third party and managed by The Council.
 - Owned and managed by a third party but operating in compliance with agreements entered into with The Council that provide for appropriate Public Access and commitments to suitably manage and maintain investments provided by The Scheme: For example, Town or Parish Council land where a Conservation Covenant is in place.
 - 2.2.2 The majority of green spaces selected for inclusion in The Scheme are free to use and Open to Public Access. However, some individual Improvement Projects may seek to improve land where Public Access is limited to a defined user group, or available for more limited periods of time, for instance a project to improve the ecosystem functionality of a school or college playing field.
 - 2.2.3 Donations made and accepted into The Scheme do not affect the ownership status of the land or school building. No transfer of ownership or responsibility is granted or implied through acceptance of Donations made by third parties.
- ### 2.3 Ownership and responsibility: Equipment, planting and sundry landscape items
- 2.3.1 Ownership and the management responsibility for existing equipment, planting and sundry landscape items retained for inclusion as part of any Improvement Project, remains unaffected through such inclusion in The Scheme.
 - 2.3.2 Ownership and the management responsibility for new equipment, planting and sundry landscape items purchased through The Scheme and included within any associated Improvement Project is retained by The Council or an approved agent appointed by and acting for and on behalf of The Council.
 - 2.3.3 Donations made and accepted into The Scheme do not affect the

ownership status of the equipment, planting and Sundry Landscape Items. No transfer of ownership or responsibility is granted or implied through acceptance of third parties' donations.

2.4 Design

2.4.1 Responsibility for the design of all elements of individual Improvement Projects funded through The Scheme is retained by The Council.

2.4.2 The Council shall appoint suitably qualified specialist design services and contractors as and when they determine such services are necessary or needed.

2.5 Construction and implementation of Improvement Projects

2.5.1 Responsibility for the safe and effective implementation of any or all aspects of the construction and installation of any or all elements of Improvement Projects delivered through The Scheme is retained by The Council.

2.5.2 The Council shall appoint suitably qualified specialist construction services and contractors as and when they determine such services are necessary or needed.

2.6 Maintenance of Improvement Project Sites

2.6.1 Responsibility for the safe and effective maintenance of all aspects of the recipient site and specific elements relating to Improvement Projects, during and upon completion of all works, shall be unaltered and shall remain the responsibility of The Council except when a third-party agent has been appointed by The Council to act on its behalf, or a third party such as a Town or Parish Council, retains their existing responsibility.

2.7 Repair and Replacement

2.7.1 Responsibility for ensuring missing or damaged elements of Improvement Projects funded through The Scheme are repaired or replaced is retained by The Council or any third-party agent appointed by The Council to act on its behalf, or by the Town or Parish Council under existing or specific agreements with The Council.

2.7.2 Whilst The Council will make all reasonable provision to repair or replace missing or damaged elements of Improvement Projects funded through The Scheme, the commitment to such repairs and replacements is not one that carries forward in perpetuity. The Council retains the right to assess each incidence of loss or damage and to determine the merits and viability of replacement against the likelihood of further repeated or continued loss or damage.

2.8 Force Majeure

2.8.1 A 'Force Majeure' event may relieve The Council of its duty to replace or repair items or works that are lost, damaged, or delayed, and render some or all The Council's obligations and commitments null and void.

2.9 Administration Costs

2.9.1 The Scheme will be delivered on a non-profit making basis.

2.9.2 Only the costs directly associated with the administration and delivery

of The Scheme will be eligible for inclusion as administrative costs within The Scheme's financial reporting. These shall include but shall not be limited to:

- The gross salary cost (including NI and pension contributions) of staff directly employed by The Council to manage The Scheme.
- Legitimate expenses associated with the employment of those staff and the day-to-day delivery of their function such as
 - Travel costs (mileage, rail and bus tickets etc)
 - Computers, phones and other equipment.
- Training and development costs (CPD) for staff directly employed by The Council to manage The Scheme.
- Advertising and promotion activities undertaken to attract donations and deliver Scheme success.
- ICaN website and IT systems development and support costs.
- Research, monitoring and evaluation costs for work intended to improve or expand Scheme objectives, delivery, and reach, and or demonstrate and measure Scheme success against intended outputs, outcomes, and objectives.
- Appropriate contribution to corporate 'back office' costs incurred by The Council directly in support of the delivery of The Scheme, including but not limited to
 - Finance and audit
 - Legal
 - Marketing and promotion
 - IT

2.9.3 The Council and The Scheme, operate under the regulations contained within the Local Government Finance Act 1992, as amended, and is subject to the reporting and scrutiny requirements contained therein.

2.9.4 The aim is to manage and deliver The Scheme as cost effectively as possible.

2.9.5 The Council is both the owner and responsible management body for The Scheme, and the body responsible for developing, delivering and managing the portfolio of individual Improvement Projects to the point where they are ready to implement. There are therefore some costs associated with administration of The Scheme that are not always found within the administrative costs incurred by funding programmes that raise money on behalf of third-party delivery bodies. For example:

- The costs of employing specialist landscape designers, engineers or ecologists.
- Fees incurred for specific licenses or consents (Planning applications, applications for Wildlife Licences etc)

2.9.6 Beyond the costs associated with ensuring each of the individual Improvement Projects is at an implementation ready stage (see 2.9.5 above), the costs associated with delivery and administration of The Scheme are distinct and separate to those associated with the delivery and implementation of any individual Improvement Project, for example:

- Hire of equipment and construction machinery.
- Labour costs of construction teams.
- Purchase, storage and handling of materials and landscape items.

2.10 Surplus Income

2.10.1 Income generated through the Scheme, whether through third party donations or through any other means, such as the securing of further grants from external funding bodies, is solely intended for the delivery of Improvement Projects and costs associated with the administration, promotion and delivery of The Scheme.

2.10.2 Any surplus income generated through the Scheme, either by delivery of Improvement Projects for less than the anticipated costs or through securing externally funded grants or third-party donations that are

generic rather than tied to specific Improvement Projects, will be retained within The Scheme’s finances/account and reinvested and used to deliver the purposes and objectives of The Scheme.

Acceptable uses of surplus income retained within The Scheme’s accounts include, but shall not be limited to:

- Supplementing budgets for other individual Improvement Projects that have not yet reached their funding target but are related to The Scheme.
- Enabling the inclusion of additional new individual Improvement Projects that meet the criteria for inclusion in The Scheme and providing ‘pump priming’ for the funding appeal for these newly introduced Improvement Projects.
- Enabling the establishment of a financial reserve (ICaN General Fund). This ICaN General Fund will be used to
 - Help meet the costs of repairing and or replacing damaged or vandalised elements of individual Improvement Projects.
 - Reduce or eliminate funding shortfalls that are delaying implementation of individual Improvement Projects that are not attracting sufficient donations.
 - Cover unforeseen contingency expenses that are greater than the standard 10% allowed for within individual Improvement Project budgets and cost estimates.
 - Support and enable expansion of the Scheme so that more individual Improvement Projects can be added more quickly to The Scheme portfolio.

2.10.2 Whilst The Council reserves the right to secure additional public money, third party grant funding, or sponsorship of The Scheme, those making Donations to The Scheme should not assume that such funding will be secured and introduced.

2.11 Scheme Oversight and Accountability

2.11.1 The Council and The Scheme, is subject to the reporting and scrutiny requirements through the Council’s decision-making processes set out in The Council’s constitution [Council constitution | BETA - South Gloucestershire Council](#)

2.11.2 Subsequent to launch, The Scheme will provide quarterly progress and financial update reports to The Council’s ‘Place Board’.

2.11.3 The Scheme and associated programme of works and individual Improvement Projects, aligns with, supports, and forms part of the delivery of The Council’s [Green Infrastructure Strategy 2021](#) (GI Strategy).

2.11.4 By implementing the priorities for action set out in the GI Strategy for planning, design, maintenance, and decision making regarding green infrastructure, the outcomes The Scheme strives to achieve are:

- Protected and restored nature
- Greater resilience to the changing climate
- Sustainable water management
- Improved health and wellbeing for all
- Sustainable places
- Valued healthy landscapes
- Sustainable and local food production
- A green and resilient economy
- Stronger working together

The Green Infrastructure and Nature Recovery (NR) Board are responsible for governance of The Council’s GI and NR Action Plan and programme, to oversee

progress on these outcomes towards the overarching GI Strategy vision for ‘greener places where people and nature thrive’.

3.0 Acceptance or Refusal of Donations

3.1 Donor Ethical Appraisal

The Scheme has been established to enable the improvement of local green spaces and schools in order that the contribution they make to meeting community needs and addressing climate and nature related issues is increased. The reputation and credibility of The Scheme, and The Scheme owner (The Council) could therefore be damaged or undermined if Donations are accepted from organisations or individuals that are associated with, or perceived to be associated with, actions that cause environmental or other harm. Furthermore, The Council has adopted policy positions across many other areas of its operations, governance and services, where the acceptance of financial Donations from organisations or individuals whose activities may conflict with The Council’s policy positions, could result in a loss of credibility or reputational damage.

The criteria for the refusal of a Donation, or the subsequent return of a Donation are as follows:

- 3.1.1 The Donation is made by a company or individual associated with activities causing environmental harm, and they are unable or unwilling to provide evidence that they are taking effective steps to reduce or eliminate the harm by changing their products or working practices, The Donation is therefore likely to be perceived as part of a deliberate ‘Greenwashing’ agenda. Donations received from companies or individuals associated with the following sectors are likely to be subject to scrutiny and required to provide evidence of their commitment to an improvement path:
- Fossil fuel extraction
 - Coal power production
 - Hazardous chemicals (e.g. ozone-depleting, water pollution)
 - Unsustainable agriculture (e.g. palm oil or soy linked to deforestation)
- 3.1.2 The Donation is made by a company or individual associated with high emission activities, and they are unable or unwilling to provide evidence that they are taking effective steps to reduce or eliminate their emissions by changing their products or working practices, The Donation is therefore likely to be perceived as part of a deliberate ‘Greenwashing’ agenda. Donations received from companies or individuals associated with the following sectors are likely to be subject to scrutiny and required to provide evidence of their commitment to an improvement path:
- Automotive and heavy-duty road transport (apart from EV or other environmentally friendly vehicles)
 - Airlines and Aviation
 - Large scale intensive agriculture
 - Shipping
 - Steel
 - Cement
 - Aluminium
- 3.1.3 The Donor is engaged with, or perceived to be engaged with, discriminatory practices that negatively impact on, or have the

potential to negatively impact on, communities of protected characteristics, as defined under the UK Equalities Act of 2010:

- Age
- Gender reassignment
- Being married or in a civil partnership
- Being pregnant or on maternity leave
- Disability
- Race including colour, nationality, ethnic or national origin
- Religion or belief
- Sex
- Sexual orientation

- 3.1.4 The Donor is involved with, or perceived to be associated with, crime or illegal activities, including but not restricted to, activities such as modern slavery, trading of contraband goods, money laundering, unregulated money lending, unregulated gambling.
- 3.1.5 The Donor is associated with (or perceived to be associated with), or engaged in supporting, political or religious activities or ideologies, that might meet the definition of extremism. Extremism is the promotion or advancement of an ideology based on violence, hatred or intolerance, that aims to:
- Negate or destroy the fundamental rights and freedoms of others
 - Undermine, overturn or replace the UK's system of liberal parliamentary democracy and democratic rights
 - Intentionally create a permissive environment for others to achieve such results.
- 3.1.6 The Donor is associated with (or perceived to be associated with) activities, products or working practices that do not align with, or are in opposition to, our organisation's corporate priorities and or commitments.
- 3.1.7 Any other reason why a Donor or any Donation received might bring The Scheme into disrepute.
- 3.1.8 The list shown in 3.1.1 to 3.1.7 is not exhaustive and a common sense, 'newspaper headline' test will be applied in deeming whether a Donation has the potential to cause reputational damage to The Council.
- 3.1.9 Organisations or individuals that wish to Donate to The Scheme but have concerns that their Donation may not be acceptable or appropriate, should contact The Scheme administrator by emailing ican@southglos.gov.uk

3.2 Retrospective Discovery

- 3.2.1 Where a Donor's associations with the activities identified above are not known or understood at the point at which a Donation is accepted, but subsequently become known, The Council reserves the right to retrospectively decline the offer and return such funds. The Council further reserves the right to withhold sums equivalent to cover any administrative costs or losses incurred as a result of the Donor's failure to disclose pertinent information regarding such associations.
- 3.2.2 Where such discoveries or disclosures are made after the implementation of the Improvement Project has been completed, The Council reserves the right to retain the entirety of the Donation. Any subsequent Donation offers received from that Donor are likely to be declined.
- 3.2.3 Where there is any suspicion that the Donation is offered through

money derived from the proceeds of crime, it would be unlawful for such Donations to be accepted, and the Donation will therefore be declined. Where such associations are not identified at the point at which the Donation is made and accepted, but are subsequently discovered, The Council will immediately notify and send over any relevant information to the police and any other pertinent authorities. All money previously offered and accepted will be retained by The Council in its bank account pending advice from the police and legal authorities and completion of any subsequent police or relevant agency investigation.

3.3 Decision Making

- 3.3.1 Decisions regarding the ethical suitability of potential Donors and therefore whether to accept or reject a Donation will be made by The Scheme’s administrator based on criteria agreed with The Council’s GI and NR Board (see 2.11 ICaN Scheme Oversight and Accountability above).
- 3.3.2 Decisions regarding suspicions of potential associations between Donations and unlawful activities and resulting decisions to involve the police and other potential agencies will also be the responsibility of The Scheme’s administrator based on criteria agreed with The Council’s GI and NR Board (see 2.11 ICaN Scheme Oversight and Accountability above).
- 3.3.3 The Scheme Administrator will record and retain records of their decisions relating to any refusal of Donations, so that these can be adequately examined in the event of any subsequent challenge to such decisions.

3.4 Donor Responsibilities

- 3.4.1 Donors should review the example areas of activity and involvement outlined in 3.1 above and consider whether their organisation’s level of association in such areas would be sufficient enough as to be likely to damage or undermine public confidence in The Scheme and or to cause reputational harm to The Council and partners associated with the running of The Scheme. In making this determination, potential Donors should be honest and reasonable in their assessment of their own involvement, the sensitivities associated with the environment and its protection, and the potential impact and influence of social media. A failure to reasonably disclose relevant information could result in financial costs to the Donor as outlined in 3.2.1, 3.2.2 and 3.2.3 above.
- 3.4.2 When a Donation is made by a Donor and accepted by The Council, once the money has been paid across from the Donor’s bank into The Council’s account, the Donor should:
- Immediately check all email confirmations of your donations for correctness.
 - To help The Council prevent fraud, you must tell your card issuer and The Council immediately if you do not recognise any transaction shown on your card statement.
 - You will be responsible for unauthorised transactions where you (or anyone authorised by you) act fraudulently, with intent, or carelessly.
 - You may have rights against your card issuer to have funds repaid to you if incorrect or unauthorised use is made of your credit or debit card – please contact your card issuer for details.

4.0 Payment of Donations

4.1 Arrangements, Consents and Undertakings

4.1.1 A dedicated account has been created by The Council to ensure that all Donations received are safely ring-fenced and retained. This ensures that if the whole sum needed to deliver an individual Improvement Project isn't secured within a single financial year, the Donations that have been received can be safely held in the dedicated account and rolled over into the following financial year.

4.1.2 Donations greater than £50 can be made by BACS transfer. The Council's bank account details are provided on the ICan website, or are available by email request, for Donors wishing to use this facility. You must use the reference provided. This enables us to link the money you transfer to you and the project you are backing.

If you consent, your Donation can be displayed on the project page as soon as we receive your funds, and we will send you a confirmation email.

4.1.3 Payments can be made by, credit or debit card, by following the instructions displayed on the ICan website. If you consent, your Donation will be displayed on the project page as soon as we receive your funds and we will send you a confirmation email.

4.1.4 It is not possible to accept cash payments.

4.1.5 The details of the Donation sum you wish to make will be displayed to you on the ICan website before it is processed for payment. If you wish to correct any errors, you can do this by following the on-screen directions before proceeding.

4.1.6 As soon as you confirm to us that you wish to proceed with your Donation, we will process the transaction by requesting funds from your bank or your credit or debit card provider. Once your bank or your credit or debit card provider approve the transaction, we will proceed to the next stage.

4.1.7 Once we receive funds from your bank or your credit or debit card provider, and subject to clearance by the National Westminster Bank, 5 North Walk, Yate, we will make sure that they are allocated, within The Scheme's dedicated cost codes, to the selected individual Improvement Project, or the ICan General Fund, depending on your stated preference.

4.1.8 We can only accept responsibility to you for your Donation reaching The ICan Scheme, once we have received funds from your bank or credit or debit card provider, and the funds have been cleared through the National Westminster Bank, 5 North Walk, Yate. It is your bank, or your credit or debit card provider's responsibility to make sure that the funds reach us.

4.1.9 You undertake to:

- Obtain all or any appropriate permissions needed to support your Donation.
- Accept the provisions of electronic communications and service of Notice.
- Honour the Terms and Conditions relating to The Scheme, and the meanings and provisions as relevant to you and to The Council as The Scheme owner.
- Notify your bank or your credit or debit card provider if you become aware of fraudulent use of your bank account or your card, or if your card is lost or stolen.

4.2 Unauthorised Transactions

- 4.2.1 You should immediately check all email confirmations of your Donations for correctness.
- 4.2.2 To help The Council prevent fraud, you must tell your bank or your card issuer and The Council immediately if you do not recognise any transactions shown on your bank or card statements.
- 4.2.3 You will be responsible for unauthorised transactions, if you (or anyone authorised by you) act fraudulently, with intent, or carelessly.
- 4.2.4 You may have rights against your bank or your card issuer to have funds repaid to you if incorrect or unauthorised use is made of your bank account or your credit or debit card – please contact your card provider for details.

5.0 Termination, Cancellations and Refunds

5.1 Termination of The Scheme

- 5.1.1 The Council reserves the right to temporarily withdraw, or permanently cease, all or any aspect of The Scheme, including the termination of individual Improvement Projects and their associated funding appeals. In this scenario, it would be expected that money raised towards these Improvement Projects, but not yet spent, will be returned to the relevant Donors. The Council reserves the right to retain Donations made for delivery of specific Improvement Projects, even if delivery of the wider Scheme is withdrawn, if the following criteria can be met:
 - The Donations received are sufficient to deliver those specific Improvement Projects.
 - Additional money is available to The Council to top up the Donations received and therefore sufficient to deliver those specific Improvement Projects.
 - Even though an individual Improvement Project cannot be delivered in full and as advertised, sufficient funds are in place to enable partial implementation up to a standard that will still deliver associated benefits, as calculated utilising The Scheme’s NCA Evaluation Tool.
 - Full or partial implementation of an alternative equivalent individual Improvement Project can be achieved, up to a standard that will still deliver associated benefits, as calculated utilising The Scheme’s NCA Evaluation Tool, by the retention and redirection of Donations already secured.

5.2 Cancellations and Refunds

In general, once a Donation has been paid into The Scheme’s bank account by the Donor, it will not be possible to return or refund the money or any part thereof. The Individual Improvement Projects promoted through The Scheme, are offered on a ‘keep what you raise’ basis. This is because the Individual Improvement Projects are fully scalable, and therefore positive benefits can still be achieved, even with a partially implemented Improvement Project. And, in the event that any given Improvement Project cannot be partially implemented, The Scheme offers many comparable Improvement Projects that Donations can be redirected to, that will provide benefits equivalent to those expected to be created as part of the original project.

- 5.2.1 Where the Donation made has been linked to a specific Improvement Project this will remain unchanged even where a Donor has expressed

- a desire to withdraw the Donation, and that request has been denied.
- 5.2.2 Where previously undeclared or unknown information comes to light regarding the ethical suitability of the Donor, and it is felt likely that continuing the relationship with the Donor could be damaging to the reputation of or confidence in either The Council or the Scheme, The Council reserves the right to cancel and terminate the relationship. See also 3.1.1 to 3.1.7 above.
- 5.2.3 Where previously undeclared or unknown information comes to light resulting in concerns about the potential for the Donation sum to be linked to unlawful activities, and it is felt likely that continuing the relationship with the Donor could be illegal as well as potentially damaging to the reputation of or confidence in either The Council or the ICaN Scheme, The Council reserves the right to cancel and terminate the relationship. See also 3.2.3 above.
- 5.2.4 Where a relationship between The Council and the Donor is terminated on the grounds described in 5.2.2 and 5.2.3 above, there should be no automatic assumption on behalf of the Donor that the money they have committed to The Scheme will be returned, see 3.2.1, 3.2.2 and 3.2.3 above. A decision about whether there is a just and proper reason to refund the money will be based on the individual circumstances of each case.

5.3 Redress

- 5.3.1 If a Donor believes The Council has failed to follow the TCF Principle of Treating Customers Fairly or believes The Council has made a mistake, they should contact The Council by emailing ican@southglos.gov.uk.
- 5.3.2 All complaints will be investigated and, if necessary, actions will be taken to put matters right as quickly as we can. Where appropriate, steps will be taken to prevent a recurrence. However, if you remain dissatisfied, and would like further information about the process for resolving complaints, please obtain a copy of The Council's complaints procedure by clicking [Make a complaint | BETA - South Gloucestershire Council](#)

6.0 Reputation

- 6.1 The Council commits to ensuring that it will not knowingly act in any way that will cause or risk to cause reputational damage to any Donor, or likely loss of confidence in a Donor, through their association with The Scheme, or the implementation of an individual Improvement Project.
- 6.2 Donors are required to commit to ensuring that they will not knowingly act in any way that will cause or risk to cause a loss of confidence in, or reputational damage to The Council, The ICaN Scheme, or implementation of an individual ICaN Improvement Project through their actions and associations.
- 6.3 In line with section 3.1 above Donors are required to consider and honestly assess whether their business activities are in areas and of a type that would likely cause potential embarrassment to a climate, environment and nature focussed scheme such as the ICaN Scheme. If their business activities are likely to be seen as an unsuitable association for such a scheme, Donors are asked to contact The Scheme Administrator to discuss their suitability as a potential ICaN Donor before making a Donation.
- 6.4 Both parties commit to notify each other at the earliest possible stage of any event or occurrence affecting either party that is likely to cause

embarrassment, loss of confidence, or reputational damage to the other party.

7.0 National Fraud Initiative – Fair Processing Notice

- 7.1 The Council is required by law to protect the public funds it administers. It may share information provided to it with other bodies responsible for; auditing, or administering public funds, or where undertaking a public function, in order to prevent and detect fraud.
- 7.2 The Cabinet Office is responsible for carrying out data matching exercises.
- 7.3 Data matching involves comparing computer records held by one body against other computer records held by the same or another body to see how far they match. This is usually personal information. Computerised data matching allows potentially fraudulent claims and payments to be identified. Where a match is found it may indicate that there is an inconsistency which requires further investigation. No assumption can be made as to whether there is fraud, error, or other explanation until an investigation is carried out.
- 7.4 The Council participates in the Cabinet Office’s National Fraud Initiative: a data matching exercise to assist in the prevention and detection of fraud. We are required to provide particular sets of data to the Minister for the Cabinet Office for matching for each exercise.
- 7.5 The use of data by the Cabinet Office in a data matching exercise is carried out with statutory authority under Part 6 of the Local Audit and Accountability Act 2014. It does not require the consent of the individuals concerned under the Data Protection Act 2018.
- 7.6 Data matching by the Cabinet Office is subject to a Code of Practice. https://assets.publishing.service.gov.uk/media/5bcddb0ced915d4330c6dde2/Code_of_Data_Matching_Practice.pdf
- 7.7 View further information on the Cabinet Office’s legal powers and the reasons why it matches particular information here: <https://www.gov.uk/government/publications/fair-processing-national-fraud-initiative/fair-processing-level-3-full-text>
- 7.8 For further information on data matching at this authority contact the Counter Fraud Team: auditfraud@southglos.gov.uk

8.0 Intellectual Property Rights

8.1 ICaN Website Content

- 8.1.1 All information and materials (including design, text, graphics and their arrangement) on the ICaN website are the copyright of The Council or our authorised content providers.
- 8.1.2 Material on our website may only be downloaded or copied for personal use.
- 8.1.3 You must not commercially exploit any material on our website without prior written permission from us.

- 8.1.4 Appropriate acknowledgement of the copyright owner is required if material on our website is re-published in any format. For further information please contact us using the form on this page.
- 8.1.5 All material on our website is to be used at your sole risk. The Council? are not responsible for the accuracy of any information accessed from our website and do not give any warranty or representation, express or implied, in respect of its completeness or suitability for any particular purpose.

8.2 Name and Trademark

The ICaN and Investing in Climate and Nature scheme names, and all associated Trademarks are the registered property of The Council and protected by UK Trademark legislation, including the Trades Mark Act 1994. No unauthorised use of The Scheme names or Trademarks will be permitted without the express permission of The Council.

8.3 The Eunomia Natural Capital Valuation Tools

The natural capital evaluation tool in the form specifically utilised in the ICaN Scheme has been developed in a commercial partnership with Eunomia Research and Consulting. No unauthorised use of the ICaN Natural Capital Valuation Tool shall be permitted without the express permission of The Council and Eunomia Research and Consulting.

9.0 ICaN Website

- 9.1 The ICaN website is managed by the digital team within The Council.
- 9.2 You do not need to register to use our website, however you will need to create an account if you choose to make monthly Donations. By providing a username and password you will be able to access and manage your monthly payments.
- 9.3 The Council will make every effort to ensure that the website and the ICaN services are available continuously, but we reserve the right to change, suspend or discontinue all or any part at any time with or without notice. The Council cannot guarantee uninterrupted access to the ICaN website, and we do not guarantee its operation or availability.
- 9.4 The Council reserves the right to withdraw the ICaN website and the associated ICaN Services from public access at any time, at its complete discretion to enable essential maintenance or upgrade work to be carried out in terms of clause 9.3.

10.0 Using our Online Services

You agree to use the ICaN website only for lawful purposes. Accessing or attempting to gain access to the site's online functions by unauthorised users is prohibited and is an offence under the United Kingdom Computer Misuse Act 1990.

11.0 Privacy Policy, data protection

11.1 Your rights

You have a number of rights relating to your personal information, for example to see what we hold, to ask us to share it with another party, ask us to update incorrect or incomplete details, to object to or restrict processing of it or to make a complaint. If you have any worries or questions about how your personal information is handled, please contact our Data Protection Officer at DPO@southglos.gov.uk or write to us at Data Protection Officer, PO Box 1953, The Council Offices, Badminton Road, Bristol, BS37 0DE and we will be pleased to help you.

11.2 Processing your personal information

By choosing to Donate through the ICaN scheme, or signing up to receive ICaN information and updates, your personal information (your name, address, email account and any other details you choose to provide to us which identify you) may be processed for the purposes of providing any statutory and non-statutory services to you, both by The Council and any contracted third-party organisations. Examples of third-party organisations include our providers of hosting and data processing services. Holding and processing your information will be only done for long as we have a legitimate business need to do so, and in accordance with our privacy notice and in compliance with data protection legislation.

11.3 Request to remove content

11.3.1 The Council will remove your personal data (your account), subject to lawful conditions, when:

- It is no longer necessary.
- You withdraw your consent.
- You object to it being stored.
- It has been unlawfully obtained or provided.
- There is a legal obligation upon us to do so.

11.3.2 To request your personal data to be removed, please contact us@ican@southglos.gov.uk

11.3.3 The Council will remove content from our website wholly at our discretion and in discussion with the relevant responsible service if:

- The information is misleading or out of date.
- it is necessary to comply with data protection legislation covering the rights and freedoms of individuals.
- it breaches copyright laws, contains sensitive personal data or material that may be considered obscene or defamatory.

To request website content to be removed, please email ican@southglos.gov.uk

11.4 Requesting information

You can request information from us that isn't available on our website under the Freedom of Information Act and Data Protection Act. For

12.0 Marketing, Press, Promotion and Publicity

- 12.3 The funding required to implement individual Improvement Projects will likely be achieved through a variety of different Donation models; some individual Improvement Projects may achieve the funding needed through just one or two major Donations; others may require higher numbers of much smaller Donations from multiple different Donors. Therefore, the level of control and involvement in the marketing, press releases, promotion and publicity activities linked to an individual ICan Improvement Project, varies according to the amount of the Donation made. A copy of the guidelines relating to the different marketing, press releases, promotion and publicity permissions applicable to different Donation thresholds is available by email request to ican@southglos.gov.uk and is summarised as:
- 12.3.1 Donations below £5,000 – Donors can self-determine messages intended for internal audiences only. Press statements and releases intended primarily for external audiences must be presented for approval to The Scheme Administrators a minimum of 10 working days prior to their intended release. The Council reserves the right to modify or amend the content, or to block the release entirely in the event that it is felt to mis-represent The Scheme, the individual Improvement Project and/or the degree of involvement of the Donor.
- 12.3.2 Donations from £5001 to £15,000 – Donors can self-determine messages intended for internal audiences only. Press statements and releases intended primarily for external audiences must be presented for approval to The Scheme administrators a minimum of 10 working days prior to their intended release. The Council reserves the right to modify or amend the content, or to block the release entirely in the event that it is felt to mis-represent The Scheme, the individual Improvement Project and/or the degree of involvement of the Donor. The Council will provide a statement for inclusion in the release acknowledging and thanking the Donor for their contribution.
- 12.3.3 Donations above £15,000 - Donors can self-determine messages intended for internal audiences only. There is a requirement that all marketing, press releases, promotion and publicity activities will be developed in partnership between The Council and the Donor. Donors should first submit intended releases to The Council and The Council reserves the right to modify or amend the content, or to block the release entirely in the event that it is felt to mis-represent The Scheme, the individual Improvement Project and/or the degree of involvement of the Donor. Where possible (outside of periods of purdah), The Council will make available an appropriate Member and or Officer to attend one press / photo opportunity to be held at a reasonable location, date and time. The Council will provide a statement for inclusion in the release acknowledging and thanking the Donor for their contribution. The Council will make all reasonable efforts to accommodate a Donor's request to hold a site-based event to celebrate completion of the Individual Project, the costs associated with such an event will be determined through negotiation with The Council, depending on the degree to which the proposed event matches and helps deliver The Council's own promotional requirements and priorities. Where the proposed event is acceptable but offers no benefits to The Council or the ICan Scheme, the Donor would be expected to wholly meet all associated costs.

13.0 Terms and Conditions

13.1 Communications

- 13.1.1 These Terms and Conditions are issued and concluded in English. Communications between us will be in English and will generally be conducted by e-mail, phone or letter using the most recent details that you have provided.
- 13.1.2 If you wish to contact The Scheme administrators click here: ican@southglos.gov.uk or write to the address recorded at the end of these Terms and Conditions.

13.2 Disclaimer and Limitations of Liability

- 13.2.1 Nothing contained in these Terms and Conditions excludes or limits The Council's liability for fraud, or for death or personal injury arising from its negligence, or that of its employees, agents or subcontractors, or for any other liability that cannot lawfully be excluded. In no event will we be responsible for indirect losses which arise from the main loss or damage, and which are not foreseeable by you and us (such as loss of profits or loss of opportunity).
- 13.2.2 Subject to clause 5.3, all reasonable care will be taken by The Council but your use of the ICaN website is at your own risk and The Council is not liable for loss or damage that you may suffer through use of the ICaN website.

13.3 Acceptance of these Terms and Conditions

By choosing to donate to the ICaN Scheme and access all the functions of The Scheme's website, you are agreeing to these Terms and Conditions.

13.4 Failure to Comply with these Terms and Conditions

If you break these Terms and Conditions, we reserve the right, at our sole discretion, with or without notice to:

- Delete any content; and,
- Terminate your subscriptions to ICaN mailing lists; and
- Prohibit you from accessing and using all or part of the ICaN Service.

13.5 Changes to these Terms and Conditions

The Council may update these Terms and Conditions without notice. Please check them regularly. You will agree to any changes if you continue to use our services after the Terms and Conditions have been updated.

13.6 Governing Law

These Terms and Conditions and any non-contractual obligations arising in conjunction with them, are governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.