

## **Sheffield's Green Bond – Terms and Conditions (Individuals & Groups of Individuals)**

### **1) Definitions**

In these terms and conditions:

- 'we', 'us', 'our' or 'The Trust' means Sheffield's Green Bond Trust which is an independent Charitable Trust registration no. 1118917;
- 'Groundwork Sheffield; means Groundwork Sheffield a company limited by guarantee company registration no. 5172628 and independent charity registration no. 1111393;
- 'you' or 'your' means the first person named on the Application Form making the deposit or donation;
- 'closing date' means the date on which Sheffield's Green Bond closes to deposits;
- 'subscription date' means the next business day following the closing date;
- 'deposit' means an investment of money which will be returned in accordance with this agreement;
- 'the depositor' means the first person named on the Application Form making an investment;
- 'donation' means non-returnable gift of money;
- 'the donor' means the first person named on the Application Form as giving a donation;
- 'the bank' means the Co-Operative Bank.

### **2) The Scheme**

An account has been arranged at the Bank to hold donations and deposits on behalf of the Trust. The donations and interest from the deposits and donations will be used to fund environmental improvements across Sheffield, relating to three themes:

- Green Spaces e.g. activities that support people to use and care for these spaces.
- Waterways e.g. funding river stewards, river clean-ups and guided walks.
- Young People e.g. engaging young people in positive environmental activity such as trips to public venues, artwork and tree-planting.

The Trust has arranged for Groundwork Sheffield to promote and administer Sheffield's Green Bond on the Trust's behalf.

### **3) Investing in Sheffield's Green Bond**

#### **3.1 Making a deposit:**

3.1.1 A deposit is to be made by way of application by completing the appropriate form. The first named person on the form must be over the age of 18 and be resident of the United Kingdom and will be considered the depositor for purposes of payment, repayment and certification except where paragraph 3.5 applies.

3.1.2 A deposit can be made in the following denominations; £25.00, £50.00, £100.00 and £1,000.00. No other denominations will be accepted.

3.1.3 A deposit can be made until the 'closing date' which is a date to be decided by the Trust in future and will be announced by Groundwork Sheffield in the appropriate forum.

3.1.4 You may make more than one deposit in the denominations as above.

3.1.4 We reserve the right to request evidence of identity from the depositor or other individual investing in the bond.

3.1.5 We reserve the right to refuse any application to deposit in the bond.

#### **3.2 Payment:**

3.2.1 A deposit in the bond can be made on-line at the Trust's website.

3.2.2 A deposit in the bond can be made by direct debit to the bank; details are supplied on the site or are available from Groundwork Sheffield.

3.2.3 A deposit in the bond can be made by way of cheque. A cheque must be made payable to 'Sheffield's Green Bond' and posted to Groundwork Sheffield at the registered offices. Cheques must be drawn on a bank account in, and be payable in, the United Kingdom, the Channel Islands or the Isle of Man in the same name as the depositor.

#### **3.3 Evidence of Deposit:**

3.3.1 You will be issued with a Certificate of Deposit either by e-mail or by post within three weeks of receiving your deposit.

#### **3.4 Repayment:**

3.4.1 The Trust will instruct the bank to repay the deposit in full after the fifth anniversary of the closing date.

- 3.4.2 Deposits will be repaid at par. There will be no accounting for inflation.
  - 3.4.3 The repayment will be made by way of cheque and will be sent through the post at the depositor's own risk to the address held.
  - 3.4.4 No repayments of deposits will be made prior to the date as specified in 3.4.1. As such this scheme may not be suitable for those who require ready access to their capital. If you are in doubt you should consult your financial advisor.
- 3.5 Making a deposit as a gift:
- 3.5.1 A deposit can be made on behalf of a third party as a gift in accordance with 3.1 above.
  - 3.5.2 When gifting a deposit the appropriate section of the Application should be completed confirming that person's name, address and bank details.
  - 3.5.3 Payment of a gift deposit is to be made in accordance with 3.2 above.
  - 3.5.4 The Certificate of Deposit shall be issued in accordance with 3.3 however it will be in the name of the person receiving the gift.
  - 3.5.5 The deposit will be repaid in accordance with 3.4 however it will be repaid to the person receiving the gift.

#### **4) Donations**

- 4.1 Donations can be made to Sheffield's Green Bond at any time.
- 4.2 Donations can be made on-line at the Trust's website, by direct debit details of which are supplied on the site or are available from Groundwork Sheffield, or by cheque. A cheque must be made payable to 'Sheffield's Green Bond' and posted to Groundwork Sheffield at the registered offices. Cheques must be drawn on a bank account in, and be payable in, the United Kingdom, the Channel Islands or the Isle of Man in the same name as the depositor.
- 4.3 Donations are non-refundable.
- 4.4 We reserve the right to request evidence of identity from the donor.
- 4.5 We reserve the right to refuse any donation.

## 5) **Obligations**

- 5.1 Our obligations under this agreement are:
- 5.1.1 to use the deposits, donations and interest arising from such, to fund environmental improvements across Sheffield;
  - 5.1.2 to maintain a register of investors;
  - 5.1.3 to provide evidence of a deposit by way of a Certificate of Deposit;
  - 5.1.4 to provide reports outlining the activities supported by the Bond on the Trust's website and where requested to provide a hard copy of reports by post at least once a year.
- 5.2 We reserve the right to rely on the service of Groundwork Sheffield to carry out our obligations.
- 5.3 Your obligations under this agreement are:
- 5.3.1 to only make a deposit in the denominations as stated in 3.1.2;
  - 5.3.2 to provide evidence of your identity upon request by either the Trust or Groundwork Sheffield;
  - 5.3.3 to provide any changes to address (including e-mail address) to ensure that deposits are returned correctly.

## 6) **Administration/Liquidation**

- 6.1 Should the Trust go into either administration or liquidation we shall:
- 6.1.1 Instruct the bank to repay all deposits;
  - 6.1.2 Collect all remaining funds and arrange for those to be transferred to a local Charity which has similar aims and objectives of the Trust.
- 6.2 Should Groundwork Sheffield go into either administration or liquidation we shall:
- 6.2.1 Arrange for the promoting and administration role to be transferred to a local Charity with similar aims and objectives as Groundwork Sheffield.
  - 6.2.2 Notify depositors by way of a notice on the website, by e-mail or by post.

- 6.3 Should Groundwork Sheffield be replaced by a new charity as in clause 6.2 these terms and conditions are varied so as to replace the details of Groundwork Sheffield with the new Charity and all references to Groundwork Sheffield will be replaced by the new Charity.

## **7) Exclusions and Limitations**

- 7.1 You agree that we shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property (whether arising in contract, tort or otherwise and whether or not due to our negligence).
- 7.2 You agree that Groundwork Sheffield shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property (whether arising in contract, tort or otherwise and whether or not due to our negligence).
- 7.3 You agree that we shall have no liability for the loss of the deposit as a result of you failing to comply, for what ever reason, with your obligations.
- 7.4 You agree that we shall have no liability for the loss of the deposit as a result of the winding up of the bank. We do however agree to use our best endeavours to secure the return of all deposit through the Financial Services Compensation Scheme.
- 7.6 You agree that these exclusions and limitations are reasonable taking into consideration the purpose of the agreement.

## **8) Events Beyond Our Control (Force Majeure)**

- 8.1 Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement but shall extend this Agreement by the length of time equivalent to that which performance was prevented.
- 8.2 If such a delay or failure persists for more than six months either party will be able to terminate this Agreement for convenience by giving 7 days written or e-mail notification.
- 8.3 For the purpose of this agreement "force majeure" shall mean any factors outside the reasonable control of either party including, without limitation, the following: -
- 8.3.1 Acts of God, flood, fire, explosion or accident;
  - 8.3.2 Strikes, lock-outs and other industrial or trade disputes of whatever nature;
  - 8.3.3 Breakdowns of systems or network access;

- 8.3.4 War hostilities (whether war be declared or not), invasion, act of foreign enemies or terrorism;
- 8.3.5 Rebellion, revolution, insurrection, military or usurped power or civil war;
- 8.3.6 riot, civil commotion or disorder;
- 8.3.7 Acts, restrictions, regulations, by-laws, refusals to grant any licences or permission, prohibitions or measures of any kind on the part of any government authority.

## 9) **Data Protection Consent**

- 9.1 By investing in the bond you are giving your consent for the Trust, Groundwork Sheffield and the Bank to hold information about you in accordance with current data protection legislation.
- 9.2 Your information will not be disclosed to other firms for marketing purposes.
- 9.3 You have the right to ask for the information held about you in their records, and to require them to correct any inaccuracies.
- 9.4 Please write to Groundwork Sheffield to make such a request.

## 10) **Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## 11) **Variation**

We reserve the right to amend the Terms and Conditions from time to time without notice. You can review the most current Terms and Conditions at any time at our website. *Your continued investment in the Bond after 30 days of the change shall constitute your acceptance of such changes.* If you do not agree to any changes you must notify us within 30 days of the change and your investment shall continue on the last accepted terms.

## 12) **Third party rights**

Except for our affiliates, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

**13) Notices**

- 13.1 Any notice is only valid if served on us in writing at Groundwork Sheffield's registered office address being 19 Paradise Square, Sheffield, S1 2DA with proof of posting or by e-mail at our address [sheffield@groundwork.org.uk](mailto:sheffield@groundwork.org.uk) with proof of delivery
- 13.2 Any notice by us to you will be made in writing or by e-mail to the address or e-mail address given on Application unless amended thereafter in accordance with clause 5.3.3.

**14) Governing law**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between us.

**15) Entire Agreement**

The current terms and conditions, application form and notice of 'closing date' set out the whole of our agreement relating to Sheffield's Green Bond. Nothing said by any person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any service offered by the provider. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.