

CAF GIVE AS YOU EARN[®]

Service Schedule

Definitions

The definitions set out in the Definition Schedule to this Service Schedule apply to all references in this Service Schedule and throughout the CAF Give As You Earn Application Form and the CAF Give As You Earn Fee Schedule.

Service Schedule

1 Nature of CAF Give As You Earn

- 1.1 CAF Give As You Earn is a payroll giving scheme established by CAF in accordance with the Regulations and with the requirements of HMRC for such schemes.
- 1.2 Payroll giving schemes, such as CAF Give As You Earn, enable employees and people who receive their company or personal pension through Pay As You Earn to make regular payments to charity directly from their pay before tax is deducted.
- 1.3 CAF is approved by HMRC as a Payroll Giving Agency.
- 1.4 In accordance with the Regulations, amounts received by CAF as part of CAF Give As You Earn cannot be returned to either the Customer or a Participating Employee, irrespective as to whether or not the amounts were paid or transferred to CAF by mistake.
- 1.5 For the avoidance of doubt, CAF is a charity registered with the Charity Commission and, as such, can itself be a Nominated Recipient if a Participating Employee requests that their Employee Donations be distributed to CAF either:
 - 1.5.1 for a CAF Charity Account;
 - 1.5.2 for a CAF Charitable Trust;
 - 1.5.3 for a CAF Staff Charity Fund; or
 - 1.5.4 to support CAF's mission (by contribution to CAF's unrestricted funds).
- 1.6 For the avoidance of doubt, CAF shall not under any circumstances retain or appropriate any monies for itself as its unrestricted funds, other than by deducting the fees agreed with the Customer or when it is itself a Nominated Recipient as described in condition 1.5.4.

2 CAF's obligations

- 2.1 CAF shall notify the Customer within a reasonable time if it becomes aware that it has lost, or is reasonably likely to lose, its status as an HMRC-approved Payroll Giving Agency such that it is no longer able to, or is reasonably likely to no longer be able to, operate a payroll giving scheme in the manner described in condition 1.2.
- 2.2 CAF shall:
 - 2.2.1 appoint the Customer as its agent for the purposes of holding all Employee Donations, in respect of the period from which the Customer makes the Employee Donation until this is received by CAF;
 - 2.2.2 notify HMRC within the timeframe required by HMRC of this Contract in respect of CAF Give As You Earn becoming effective;
 - 2.2.3 make available to the Customer the Donor Instruction Form;

- 2.2.4 accept Employee Donations from the Customer and distribute them, less any applicable fees, contributions and expenses, to Nominated Recipients or as otherwise set out in this Service Schedule;
- 2.2.5 provide written receipts to the Customer for Employee Donations received by CAF, within a reasonable period following receipt of a request for the same from the Customer;
- 2.2.6 provide to a Participating Employee, at the end of the Tax Year in which the Participating Employee has requested the same, a certificate stating:
 - the Employee Donations that they have made as part of CAF Give As You Earn during that Tax Year;
 - the distributions made by CAF in respect of their Employee Donations during that Tax Year; and
 - the maximum length of time that elapsed during that Tax Year between receipt of their Employee Donation and distribution of the same;
- 2.2.7 provide to HMRC such returns as are required by the Regulations;
- 2.2.8 keep, and produce to HMRC, all such other records and documents as are required by the Regulations; and
- 2.2.9 provide to HMRC such explanation as required by the Regulations in respect of any Employee Donation that has not been distributed to a Nominated Recipient or as otherwise set out in this Service Schedule, within:
 - 35 (thirty-five) days of CAF receiving the Employee Donation in question from the Customer provided CAF has also received on or before that day sufficient information from the Participating Employee in question to enable a distribution to be made in accordance with condition 2.2.4 and has paid the Nominated Recipient at any time in the 12 months preceding CAF's receipt of the Employee Donation; or
 - in any other case, the period of 60 (sixty) days of the later of:
 - receiving the Employee Donation in question from the Customer; and
 - receiving sufficient information from the Participating Employee in question to enable a distribution to be made in accordance with condition 2.2.4.

3 CAF's authority to distribute

Notwithstanding the provisions of condition 2:

- 3.1 CAF shall be entitled to deduct from amounts received as part of CAF Give As You Earn (including, but not limited to, Employee Donations) the fees, contributions and expenses set out in the CAF Give As You Earn Fee Schedule;
- 3.2 where CAF is unable, for whatever reason, to make a distribution to a Nominated Recipient, CAF may:

- 3.2.1 make reasonable attempts to contact the Participating Employee to request the nomination of an alternative Nominated Recipient; and
- 3.2.2 where no such nomination is received, pay such amounts to a third party recipient that is eligible to receive such amounts under the Regulations that CAF reasonably believes to have a similar aim or cause to those of the Nominated Recipient;
- 3.3 where there is no Nominated Recipient for a particular Employee Donation, CAF may:
 - 3.3.1 make reasonable attempts to contact the Participating Employee to request the details of a Nominated Recipient; and
 - 3.3.2 where there is no Nominated Recipient within six months after the end of the Tax Year in which the Employee Donation in question is received by CAF, pay such amounts to a third party recipient of CAF's choice that is eligible to receive such amounts under the Regulations; and
- 3.4 where the provisions of condition 3.2.2 or 3.3.2 apply, CAF will make reasonable attempts to notify the Participating Employee in question.

4 Customer obligations and rights

- 4.1 The Customer shall:
 - 4.1.1 hold all Employee Donations and giving data, books and records as agent for CAF;
 - 4.1.2 deduct the Employee Donations in such amounts as the Participating Employee may authorise and will pay the aggregate of such Employee Donations to CAF within 14 (fourteen) days of the end of the Income Tax Month in which such Employee Donations were made;
 - 4.1.3 as required by CAF, provide CAF with reports in a format which CAF may specify from time to time, listing Participating Employees, their total Employee Donations and, if appropriate, any additional funds to be used to match Employee Donations (such report being commonly referred to as a Donor Analysis Report);
 - 4.1.4 if the employment of a Participating Employee ceases, supply him or her with a statement of the total Employee Donations made in the current Tax Year;
 - 4.1.5 indemnify CAF and hold CAF harmless from all claims and all loss, liabilities (including depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, CAF as a result of or in connection with any breach by the Customer of their obligations in respect of CAF Give As You Earn or any distribution made by CAF in accordance with information provided to CAF by the Customer;
 - 4.1.6 ensure that each Participating Employee completes and returns to it an appropriate Donor Instruction Form, notify CAF of the content of such form (or provide CAF with the original or a copy of such form) and keep CAF promptly updated in respect of any changes in, or made by a Participating Employee to, their Donor Instruction Form information from time to time; and
 - 4.1.7 keep and produce all records and documents required to be kept by the Customer under the Regulations (details of these are also available from HMRC's website).

- 4.2 The Customer may:
 - 4.2.1 stipulate a minimum Employee Donation per Participating Employee provided that this is not less than any minimum required by CAF from time to time;
 - 4.2.2 direct when, during any Tax Year, the Employees may become Participating Employees and when they may amend their Employee Donations, but shall permit Participating Employees to withdraw from CAF Give As You Earn at any time upon notice not exceeding one calendar month; and
 - 4.2.3 pay all or some of the fees on behalf of Participating Employees.
- 4.3 The Customer hereby represents, warrants and undertakes to CAF that it has completed satisfactory checks on all of its Participating Employees sufficient to verify their identity, and to screen this against applicable sanctions registers, to the standard necessary for the purposes of UK law and regulation (including, without limitation, law and regulation relating to the prevention of money laundering and terrorist financing and relating to establishing their right to work in the UK). This representation, warranty and undertaking shall be deemed to be repeated on each occasion that the Customer notifies CAF of a Participating Employee, and on each occasion that the Customer notifies CAF of any change in a Participating Employee's information.
- 4.4 Where the Customer wishes to use the services of a third party in relation to processing of payroll (including, but not limited to, a payroll processing agent, professional fundraising organisation or technology payroll service provider) and hasn't elected to do so on an application form, the Customer must first complete and submit the Appointment of Third Party Form.
- 4.5 Wherever 'Give As You Earn' is used or referred to in any literature which the Customer creates or uses, the Customer must ensure that it is clear that it is a registered trademark owned by the CAF group. Any literature, in whatever medium, used by the Customer which has not been produced by CAF but which refers to CAF, Give As You Earn or payroll giving, must be provided to CAF on request for review and any modifications proposed by CAF in order to either protect its trademarks or to ensure that the Service is accurately represented or described must be made to the literature promptly by the Customer.
- 4.6 The Customer acknowledges that it holds Donor Instruction Forms as agent for CAF and shall provide copies of signed forms (or contemporaneous electronic evidence of acceptance of the terms of the Donor Instruction Form by the Participating Employee in question) to CAF promptly on request.

5 Matching

- 5.1 The Customer may calculate and send to CAF additional funds to be used to match Employee Donations, on the basis set out on the CAF Give As You Earn Application Form or the Payroll Registration Form in question. These funds must be the Customer's own funds, and not those of any third party.
- 5.2 Following acceptance by CAF of the CAF Give As You Earn Application Form or the Payroll Registration Form referred to in 5.1 above, CAF shall accept from the Customer any additional funds to be used to match Employee Donations and shall distribute them to the Nominated Recipient specified by the relevant Participating Employee or otherwise in accordance with this Contract.

5.3 Amounts received as part of matching cannot be returned to either the Customer or a Participating Employee if CAF has in good faith distributed any such amounts to a Nominated Recipient or as otherwise set out in this Service Schedule, irrespective as to whether or not the amounts were paid or transferred to CAF by mistake and irrespective as to whether or not the Customer or the Participating Employee was aware of any such distribution.

6 Participating Employees

- 6.1 A Potential Participating Employee shall become a Participating Employee by authorising the Customer to make Employee Donations and, if not already forming part of the Customer's authorisation process, the Customer shall ensure that the Participating Employee immediately completes and returns to the Customer an appropriate Donor Instruction Form (either in writing or through electronic means where a contemporaneous record is established and maintained evidencing completion and acceptance of the terms of the Donor Instruction Form by the Participating Employee).
- 6.2 The Customer shall ensure that every Participating Employee is made aware of the terms of this Contract in so far as it relates to them.
- 6.3 Employee Donations may not be used to satisfy any contractual obligation of a Participating Employee to a third party or in payment for services rendered or goods supplied by any third party.
- 6.4 Employee Donations paid to CAF are not returnable to a Participating Employee or payable to any third party that returns a personal benefit in any way to the Participating Employee or someone connected to the Participating Employee.

7 Data Protection

- 7.1 The Customer acknowledges that the information contained in the Donor Instruction Form is provided by the Participating Employee to CAF as Data Controller (as defined in the Data Protection Act 1998) in respect of that information, and that where the Customer holds the Donor Instruction Form, or any updated information in respect of the Donor Instruction Form, they do so as agent for CAF and, therefore, Data Processor (as defined in the Data Protection Act 1998).
- 7.2 The Customer acknowledges that CAF cannot provide information to the Customer that it receives from Participating Employees without the consent of the Participating Employee in question.
- 7.3 Each of the Customer and CAF agree to each other to comply with the requirements of the Data Protection Legislation as Data Processor and Data Controller, respectively.

8 Variation, termination and notices

- 8.1 Save in respect of such matters as are prescribed in the Regulations, CAF may vary CAF Give As You Earn as set out in condition 13 in the CAF Services for Companies Terms and Conditions.
- 8.2 In accordance with the Regulations, where the Customer has, without reasonable excuse, failed in a significant respect to give effect to the CAF Give As You Earn Service in accordance with this Contract, CAF shall be entitled to terminate CAF Give As You Earn Service immediately on notice to the Customer.
- 8.3 The CAF Give As You Earn Service provided to the Customer and all Participating Employees will cease to operate if CAF Give As You Earn is terminated.

Definition Schedule

Terms, words or phrases defined in the Definition Schedule to the CAF Services for Companies Terms and Conditions, shall have the same meaning when used in this Service Schedule unless defined below.

CAF Give As You Earn Fee Schedule means the schedule made available by CAF from time to time in which the fees, costs, contributions or expenses applicable to CAF Give As You Earn are set out.

CAF Staff Charity Fund means the Services provided by CAF as set out in the CAF Staff Charity Fund Service Schedule.

Contract means, in respect of the Services described in this Service Schedule, together: the CAF Services for Companies Terms and Conditions, this Service Schedule, the Forms and the CAF Give As You Earn Fee Schedule.

Donor Instruction Form means the an agreement between CAF and the Participating Employee substantially in the form of the CAF Donor Instruction Form made available by CAF to the Customer from time to time.

Employee Donations means monies deducted by the Customer from the emoluments of Participating Employees or monies paid by the Customer in an amount equal to that sacrificed by Participating Employees from their emoluments, in each case, for distribution to Nominated Recipients as part of CAF Give As You Earn.

Forms means, in respect of the Services described in this Service Schedule, such of the CAF Give As You Earn Application Form; the Payroll Registration Form; the Donor Instruction Form; the Appointment of Third Party Form; the Contacts Form; the Organisation Registration Form, each submitted by the Customer, as the context may require; and/or any other form of application submitted by the Customer to CAF and accepted by CAF in order to take out the Services described in this Service Schedule.

HMRC means Her Majesty's Revenue and Customs.

Income Tax Month means the period from (and including) the 6th day of one calendar month to (and including) the 5th day of the next calendar month.

Nominated Recipient means an organisation that is recognised as a charity for UK tax purposes that has been nominated by a Participating Employee to receive their Employee Donations.

Participating Employee means a Potential Participating Employee who authorises the Customer to make Employee Donations.

Payroll Giving Agency means a charity approved by HMRC for the purposes of acting as an agency under the Regulations.

Potential Participating Employee means: (i) in respect of a Customer that is a pension service provider or pension scheme trustee or administrator, or any similar or equivalent entity, a pensioner who receives their company or personal pension through PAYE (Pay As You Earn); or (ii) in all other respects, an employee of the Customer.

Regulations means the Charitable Deductions (Approved Schemes Regulations 1986 (SI 1986/2211) (as amended).

Tax Year means the period from (and including) 06 April in one calendar year to (and including) 05 April in the next calendar year.

CAF GIVE AS YOU EARN[®]

Fee Schedule as at 1 May 2016

There are four different methods in which Employees can give via CAF Give As You Earn. The fees are different for each donation method.

1 Employee Donations made direct to Nominated Recipients

CAF levies fees (not subject to VAT) of 4% of the Employee Donation subject to:

- a minimum of 25p fee per Employee Donation per pay period* (this minimum fee is waived if the Customer provides Donor Analysis Reports to CAF in the prescribed electronic donor analysis format – see www.cafonline.org/eda for more information); and
- a maximum of £10 fee per Employee Donation per pay period.

2 Employee Donations made into a CAF Charity Account

CAF levies a fee (not subject to VAT) based on the value of Employee Donations made into the CAF Charity Account between 1 May and 30 April (being CAF's financial year). Bands are indexed annually on 1 May according to the change in the Retail Prices Index, as at the previous December, and rounded to the nearest £500.

The rates for the CAF financial year from 1 May 2016 are listed below:

	Cumulative payments into CAF Charity Account each CAF financial year	Fee
Band 1	The first £20,000	4%
Band 2	£20,000.01 to £110,500	1%
Band 3	Amounts over £110,500	0%

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Kings Hill
West Malling
Kent ME19 4TA

T: 03000 123 000
E: giveasyouearn@cafonline.org
W: www.cafonline.org

Registered charity number 268369

3 Employee Donations made into a CAF Staff Charity Fund

CAF levies a fee (not subject to VAT) of 1% of the value of Employee Donations made into the CAF Staff Charity Fund as set out in the CAF Staff Charity Fund Fee Schedule. No additional fees are levied.

4 Employee Donations made into a CAF Charitable Trust

Employee Donations into a CAF Charitable Trust are subject to the applicable fees as set out in the CAF Charitable Trust Fee Schedule. No additional fees are levied.

Note

- With the exception of Employee Donations into a CAF Charitable Trust, the Customer can opt to pay the fees (either in full or a part thereof). In the event that the Customer does not wish to pay the fees (or opts to pay only a part thereof), CAF will deduct any outstanding fees from the Employee Donations.
- Fees are not levied on additional funds used to match Employee Donations.

If you would like to open a CAF Staff Charity Fund, please request an application form from our Customer Service team on **03000 123 000** or email giveasyouearn@cafonline.org