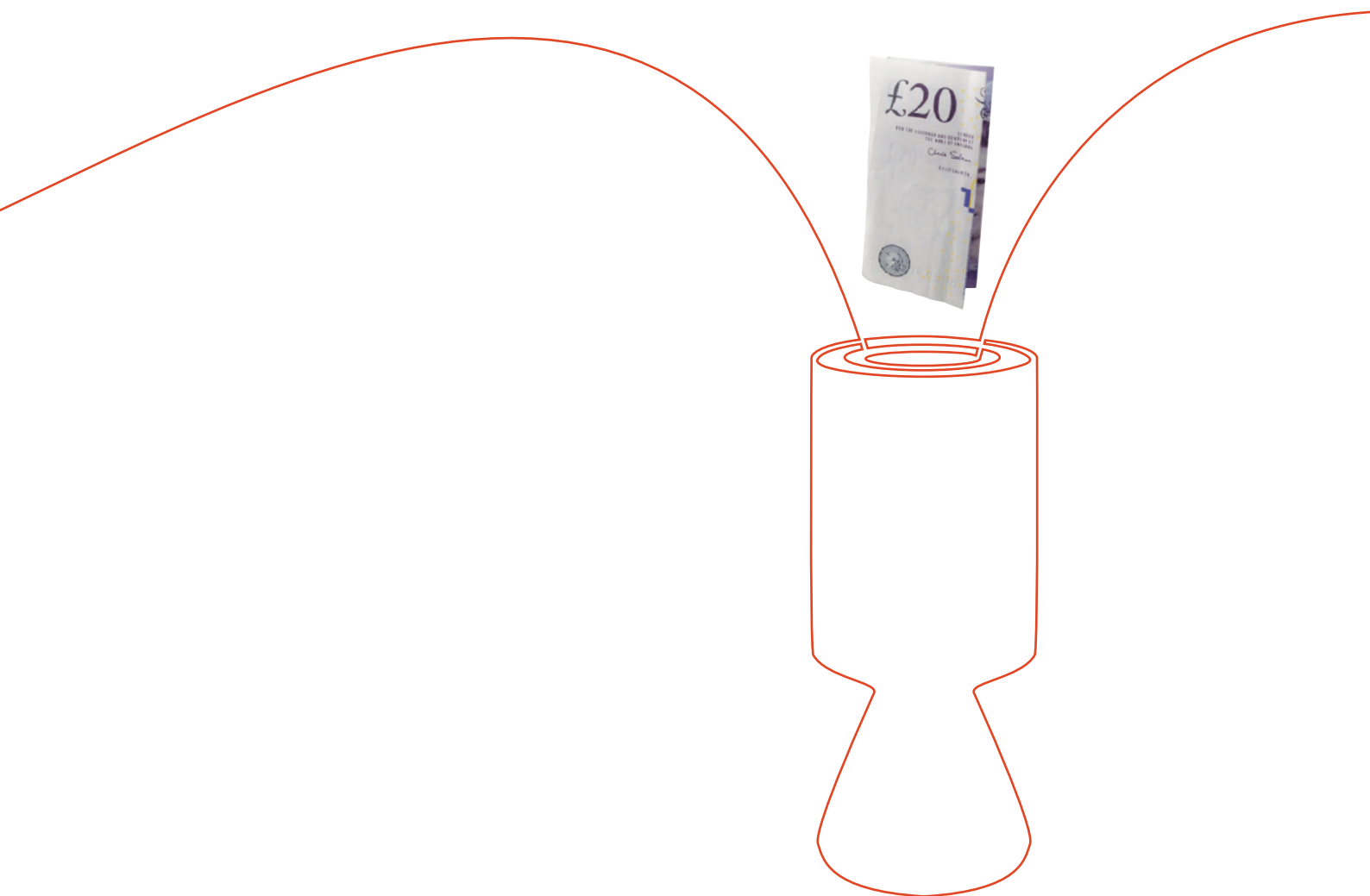


CAF STAFF CHARITY FUND

Application pack



CAF STAFF CHARITY FUND

Bring your employees together and combine their charitable efforts by opening a CAF Staff Charity Fund. This group fund can be used to pool your employees' CAF Give As You Earn donations in one pot so they can make a more substantial donation to the charity of their choice at a time which suits them.

A CAF Staff Charity Fund is free for you to set up as fees can be taken from the donations paid into the fund. Or you can opt to show your support for your employees' commitment to charity by paying the fees.

United

Charity is a great way to unite your employees across departments, locations and hierarchy. A CAF Staff Charity Fund empowers your employees as it gives them choice, control and management of their collective CAF Give As You Earn donations. By encouraging employees to amalgamate their donations you are promoting team work and helping generate increased funds for charity.

Data Protection and Privacy

We take data protection and privacy very seriously. Our policy at www.cafonline.org/privacy governs the way in which we collect, retain and use personal data. Our privacy policy also sets out what data we collect about you, why we collect it and your rights with regard to it. We aim to ensure that we only hold personal data for as long as it is needed, and that it is held securely.

Simple and safe

A CAF Staff Charity Fund is simple to set up and administer. Your employees can nominate representatives to manage the CAF Staff Charity Fund, who can then make donations from the fund to their chosen charities, through the following channels:

- online or written request
- CAF vouchers
- standing order

CAF will validate all recipients to ensure the funds your employees are donating are being used for charitable purposes, within the UK and overseas.

A holistic approach

If you would like to take a cohesive approach to your Corporate Social Responsibility (CSR) strategy and community investment activity, the CAF Staff Charity Fund can be used in conjunction with a number of other products and services, including:

- CAF Matched Giving which allows you to illustrate your support for your employees' activity by matching their fundraising, volunteering or CAF Give As You Earn donations
- CAF Company Fundraising Account which allows you to encourage your employees and customers to raise cash for charity and manage donations simple and safely

To discuss how CAF can help you support and enhance your employees' charitable activity further, please contact our Customer Services team on 03000 123 000 or companyaccounts@cafonline.org

CAF STAFF CHARITY FUND

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 Staff Charity Fund Application Form and the CAF Staff Charity Fund Fee Schedule.

Service Schedule conditions

1 Nature of a CAF Staff Charity Fund

- 1.1 The CAF Staff Charity Fund Service set out in this Service Schedule is supplemental to the CAF Give As You Earn Service and is, therefore, only available for Customers who already have the CAF Give As You Earn Service or who successfully apply for the CAF Give As You Earn Service in conjunction with their CAF Staff Charity Fund application.
- 1.2 All assets donated by a Customer or its Employees to the CAF Staff Charity Fund constitute an irrevocable and outright gift by the Customer and its Employees to CAF of all rights, title and interest in such assets. CAF agrees to hold such assets and to apply them solely for Charitable Purposes and to provide such information to the Customer about the CAF Staff Charity Fund as is provided for in this Contract.
- 1.3 Any income or gain resulting from the investment of undistributed assets shall be used by CAF for its own purposes and does not form part of the CAF Staff Charity Fund.
- 1.4 For the avoidance of doubt:
 - 1.4.1 once a donation has been made to a CAF Staff Charity Fund, such donation cannot be repaid to the Customer or its Employees;
 - 1.4.2 at no time will the Customer (nor any Connected Person) be able to derive any benefit from the assets in the CAF Staff Charity Fund; and
 - 1.4.3 no distribution from the CAF Staff Charity Fund may be used to discharge or satisfy a legally enforceable pledge or obligation of any person.

2 CAF's general authority

- 2.1 When distributing the CAF Staff Charity Fund, CAF will, subject to the terms of this Contract (and in particular condition 3 of this Service Schedule and condition 10 of the CAF Services for Companies Terms and Conditions). Notwithstanding any other terms of this Contract, CAF shall at all times have final discretion as to whether or when to distribute all or part of the CAF Staff Charity Fund.
- 2.2 CAF may make such enquiries as it deems necessary to ensure that the CAF Staff Charity Fund is applied for Charitable Purposes, and shall not make any distribution until it is satisfied that the outcome of such enquiries satisfies its Charitable Purposes.

3 CAF's authority to distribute

Without prejudice to the more general provisions of condition 2, CAF may, in particular, in the following circumstances, distribute all or part of the CAF Staff Charity Fund for Charitable Purposes without seeking or having regard to the Customer's wish or request:

- 3.1 where no valid Giving Request for the CAF Staff Charity Fund is held by CAF; and
- 3.1.1 assets are held in the CAF Staff Charity Fund but no additional assets have been donated to and assets have not been distributed from the CAF Staff Charity Fund for a period of at least two years (provided that this is not solely due to any act or omission of CAF). Deduction of fees, costs, contributions or expenses shall not be considered a distribution from the CAF Staff Charity Fund for these purposes;
- 3.1.2 the Customer has indicated that it does not wish to or cannot complete any of the Forms, submit a Giving Request or otherwise make a request or express a wish on how the assets should be distributed; or
- 3.1.3 in CAF's reasonable opinion the Customer's capability or capacity to complete any or all of the Forms, submit a Giving Request or otherwise make a request or express a wish on how the assets should be distributed is in doubt;
- 3.2 where, in CAF's reasonable opinion, the wish or purported request of the Customer in respect of the CAF Staff Charity Fund is no longer possible, practical, ethical or viable or does not fulfil a Charitable Purpose;
- 3.3 where the CAF Staff Charity Fund is closed in the circumstances set out in condition 10 of the CAF Services for Companies Terms and Conditions; or
- 3.4 where the Customer has not complied with any material obligation under or in respect of this Contract.

4 Customer's obligations and rights

- 4.1 Except for promotion of the CAF Staff Charity Fund to Employees, the Customer may not market or publicise the CAF Staff Charity Fund.
- 4.2 The Customer may make a Giving Request at any time and by such means as CAF shall make available from time to time.
- 4.3 A Customer shall not suggest that CAF use any portion of the CAF Staff Charity Fund other than for Charitable Purposes.
- 4.4 The Customer acknowledges and accepts that, in providing the CAF Staff Charity Fund Service described in this Service Schedule, CAF does not in any way guarantee or endorse the charitable objects or the financial standing or status of an organisation to which it may distribute assets or which it may identify in any report or analysis as part of this Service.
- 4.5 The Customer accepts that any duty of care CAF owes in respect of the CAF Staff Charity Fund is owed to the charitable beneficiaries of the CAF Staff Charity Fund. The Customer further acknowledges and accepts that as the assets in the CAF Staff Charity Fund are owned by CAF, CAF owes no duty of care to the Customer or its Employees in respect of the assets under this Contract or in law and that neither CAF nor the Customer can foresee any losses that can be suffered by the Customer or its Employees in respect of the assets in the CAF Staff Charity Fund and that none are within the contemplation of the parties.

- 4.6 The Customer agrees that CAF may invoice the Customer; deduct from its CAF Staff Charity Fund or deduct from the Customer's nominated CAF Company Account all costs, fees, contributions and expenses that it incurs in connection with the operation and administration of the CAF Staff Charity Fund. The Customer accepts that CAF will recover its costs by means of an invoice; a deduction from the CAF Staff Charity Fund or a deduction from the Customer's nominated CAF Company Account of a sum equivalent to the costs, fees, contributions and expenses set out in the CAF Staff Charity Fund Fee Schedule. Such sums are invoiced or deducted from the CAF Staff Charity Fund or the Customer's nominated CAF Company Account at the time of the relevant transaction or as otherwise set out in the CAF Staff Charity Fund Fee Schedule.
- 4.7 The Customer agrees that CAF may also invoice the Customer or deduct from the CAF Staff Charity Fund or the nominated CAF Company Account the fees, costs, contributions or expenses associated with the provision of any additional features or additional Services that the Customer may request from time to time at the rate or price then prevailing.
- 4.8 For the avoidance of doubt, the Customer agrees and acknowledges that the assets that are required to pay for the costs, fees, contributions and expenses referred to in this Contract will not be available for distribution in accordance with a Giving Request.
- 4.9 The Customer can make donations into the CAF Staff Charity Fund by submitting funds to CAF via the CAF Give As You Earn Service, in accordance with the guidance relating to that Service.
- 4.10 At the written request of the Customer, CAF will issue the Customer with CAF voucherbooks, sometimes called 'CAF Charity Chequebooks' which enable the Customer to make a Giving Request to any organisation for the time being recognised by Her Majesty's Revenue and Customs as a charity under the law of England and Wales or an organisation recognised by Her Majesty's Revenue and Customs as having been established for purposes that are considered to be charitable under the law of England and Wales or the laws of Scotland or Northern Ireland. On receipt of a CAF voucher from the proposed recipient, CAF shall treat this as a Giving Request from the Customer for the purposes of this Contract.
- 4.11 The Customer shall be entitled to receive statements for the Service provided by CAF every quarter, or as otherwise agreed. This statement shall list any donations into the CAF Staff Charity Fund, any distributions made as part of the Service, and the amount of fees, contributions and charges taken during the period covered by the statement.

5 Operating the CAF Staff Charity Fund

- 5.1 Unless otherwise set out in this Contract, CAF may act upon requests and information that it believes in good faith to have been received from the Customer or an Authorised Contact whether made in writing, electronically or verbally. The Customer shall be responsible for monitoring activity in its CAF Staff Charity Fund to ensure that it is being operated to its satisfaction.

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 Staff Charity Fund means the Initial Donation and any contributions or donations from the Customer or its Employees directed to CAF to be held subject to this Service Schedule and to the request of the Customer, in each case, to be applied for Charitable Purposes.

CAF Staff Charity Fund Fee Schedule means the schedule made available by CAF from time to time in which the fees, costs, contributions or expenses applicable to a CAF Staff Charity Fund are set out.

Connected Person means: (i) a Customer's staff members and, in the case of organisations that are not listed on an exchange, shareholders, (ii) a Customer's Affiliate, and (iii) a spouse, close relative or such other acquaintance as Her Majesty's Revenue and Customs shall from time to time regard as connected to the staff members (including directors) and, in the case of organisations that are not listed on an exchange, shareholders of the Customer or its Customer's Affiliates.

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 Staff Charity Fund Fee Schedule.

Forms means, in respect of the Services described in this Service Schedule, such of the CAF Staff Charity Fund Application 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.

Initial Donation means the donation remitted to CAF by the Customer at or after the time at which the Customer sends its CAF Staff Charity Fund Application Form to CAF.

Fee Schedule

CAF deducts a fee of 1% of the value of donations into the CAF Staff Charity Fund (not subject to VAT).*

The Customer can opt to pay the fees. If a Customer opts to be invoiced for the fees, these invoices will be issued quarterly. In the event that the Customer does not wish to pay the fees, CAF will deduct the fees from the CAF Staff Charity Fund in accordance with condition 4.6. The Customer can indicate its preference by contacting CAF.

*For CAF Staff Charity Funds existing as at 1 June 2013, these fees will also be applicable.

CAF STAFF CHARITY FUND

Application form

Section 1 Customer details

If you have any questions when completing this form, please contact a member of CAF Customer Services on 03000 123 000 or email companyaccounts@cafonline.org

This form signs you up for a CAF Staff Charity Fund. If you wish to open multiple accounts please complete an application form for each additional account and attach to this main form. For additional accounts, you only need to complete details which differ from details provided on the main form. Where parts are left blank, we will automatically use the information provided by you on the main form. Only the main form needs to be signed.

Please indicate how many additional forms, if any, you are submitting.

The service request (as set out below) is made by:

Registered address

This is the address you have officially registered with Companies House or a regulatory body.

Main business address

This is your main address that we should use for correspondence.

Website

This is your main corporate website.

Main contact

This individual will receive all communications from CAF regarding your CAF Staff Charity Fund, eg, marketing, product updates and day-to-day queries.

Organisation details (the 'Customer')

Organisation name

Registered address

 Postcode

Main business address (if different from registered address)

 Postcode

Website

Main telephone number

Main contact

Mr Mrs Miss Ms Other

Full forename(s)

Surname

Job title

Work address

Same as the organisation's registered address

Same as the organisation's main business address

Other (please specify)

 Postcode

Work email address

Work telephone number

CAF use only
Account number

Section 2

Your use of the CAF Staff Charity Fund

Please help us to improve our service by providing estimates around your future usage. We understand that your circumstances may change year to year, so please answer as you currently intend to use the account.

CAF voucherbook

A voucherbook can be used to make Giving Requests to charities from your CAF Staff Charity Fund.

Account name

Please indicate if you would like the account name to be:

- The same as the organisation name specified on previous page
 Different to your organisation name – please specify

A) Do you intend to deposit funds into your CAF Staff Charity Fund:

- monthly or more frequently annually
 a few times a year less than once a year

B) Approximately what level of funds do you anticipate depositing into your CAF Staff Charity Fund per year?

- Up to £5k £50,001 – £100k
 £5,001 – £20k £100,001 – £250k
 £20,001 – £50k £250,001 – £500k
 More than £500k

C) Do you intend to make payments to charities and/or charitable projects that are:
(please tick as many as apply)

- Based in the UK Based outside the UK

D) CAF voucherbook

Please indicate if you require a CAF voucherbook

Please indicate the wording you would like on your CAF vouchers:

- the name of your organisation
 the words 'an anonymous donor'

Section 3

Key contacts

Statement contact

This individual will receive paper statements for this CAF Staff Charity Fund.

You can also view statements online by registering at www.cafonline.org/register

Statement contact

We will make statements available to you quarterly. Please specify below if you would prefer a different option: Monthly Half-yearly Annually
 Do not wish to receive paper statements

If the statement contact is the same as the main contact please tick here

If different please complete details below:

Mr Mrs Miss Ms Other

Full forename(s)

Surname

Job title

Work address Same as the organisation's registered address
 Same as the organisation's main business address

Other (please specify)

Postcode

Work email address

Work telephone number

CAF voucherbook contact

This individual will receive the CAF voucherbooks for this CAF Staff Charity Fund.

A CAF voucherbook can be used to make Giving Requests to charities from your CAF Staff Charity Fund.

CAF voucherbook contact (only required if you want to use a CAF voucherbook)

If the CAF voucherbook contact is the same as the main contact please tick here

If different please complete details below:

Mr Mrs Miss Ms Other

Full forename(s)

Surname

Job title

Work address Same as the organisation's registered address
 Same as the organisation's main business address

Other (please specify)

Postcode

Work email address

Work telephone number

Contact details

Level 1 – Information Level 2 – Signatory
 Level 3 – Contact Administrator Level 4 – Service Administrator
 Mr Mrs Miss Ms Other

Full forename(s)

Surname

Contact details as previously provided on this form – *skip to Identification details*

If not previously provided please complete details below:

Job title

Work address Same as the organisation's registered address
 Same as the organisation's main business address

Other (please specify)

Postcode

Work email address

Work telephone number

Identification details

Please provide the following details for any user authorised at level two, three or four.

If you have already provided us with your date of birth and home address, you do not need to do so again. Please tick the relevant box below to indicate when this was provided to us:

on Organisation Registration Form
 on application for agreement number

If not previously provided please complete details below:

Date of birth

Home address

Postcode

If you have lived at your home address for less than three years please supply your previous address details for the last three years on a separate sheet.

Sample signature

Date dd/mm/yyyy

Contact details

Level 1 – Information Level 2 – Signatory
 Level 3 – Contact Administrator Level 4 – Service Administrator
 Mr Mrs Miss Ms Other

Full forename(s)

Surname

Contact details as previously provided on this form – *skip to Identification details*

If not previously provided please complete details below:

Job title

Work address Same as the organisation’s registered address
 Same as the organisation’s main business address

Other (please specify)

Postcode

Work email address

Work telephone number

Identification details

Please provide the following details for any user authorised at level two, three or four.

If you have already provided us with your date of birth and home address, you do not need to do so again. Please tick the relevant box below to indicate when this was provided to us:

on Organisation Registration Form
 on application for agreement number

If not previously provided please complete details below:

Date of birth

Home address

Postcode

If you have lived at your home address for less than three years please supply your previous address details for the last three years on a separate sheet.

Sample signature

Date dd/mm/yyyy

Section 5 Paying fees

*Please complete and submit a CAF Company Account Application Form alongside this application form. You can download this from www.cafonline.org/company-forms or request a copy by calling 03000 123 000 or emailing companyaccounts@cafonline.org

You can choose to pay CAF Staff Charity Fund fees. Otherwise the fees are deducted from the CAF Staff Charity Fund. You can choose from one of four options:

- Fees should be taken from CAF Company Account number
- Fees should be taken from a new CAF Company Account*
- Do not pay any fees (they will be deducted from the CAF Staff Charity Fund)
- You wish to be invoiced quarterly for fees

If you have indicated that you would like to be invoiced for fees, please specify an invoicing contact below:

- Same as the main contact specified in section 1 of this form
- Someone other than the main contact – please specify below
- Mr Mrs Miss Ms Other

Full forename(s)

Surname

Job title

- Work address Same as the organisation's registered address
 Same as the organisation's main business address

Other (please specify)

Postcode

Work email address

Work telephone number

Section 6 Certification

Please tick and certify each of the statements below

The form must be signed by **one of the following individuals:**

- An existing user authorised as a Service Administrator
- Company: **Director**
- LLP or other partnership: **Partner**
- Charity/Trust: **Trustee***
- Other non-incorporated organisation: **Chief Executive or equivalent***

If it is signed by someone other than the authorised signatory specified above, please enclose evidence of their authority to sign on behalf of your organisation. This could be a copy board resolution or an extract from your signing authorities or an e-mail from a director.

A certified copy of a document is one which has been certified as a true copy of the original by a suitable certifier and contains the following:

- the name, signature, position and regulatory number (if applicable) of the suitable certifier
- a statement to the effect that the document is a true copy of the original
- the date on which the document was certified

A **suitable certifier** is a professional person (including those who are retired) eg, bank or building-society officials, police officers, civil servants, ministers of religion, teachers, accountants, engineers and solicitors. You can find a full list on www.direct.gov.uk/passports or in the case of a Company or Trust with a Secretary, the Secretary can certify the authority as a true extract for example.

*If your constitution requires more than one signature, please provide these with title, full forename, surname and job title on a separate sheet and arrange for the individual(s) to sign the sheet.

If you need any further guidance to help you complete this form, please contact us on 03000 123000 or email companyaccounts@cafonline.org

By signing this application form, we, the Customer, confirm that:

- we agree to purchase the Services as set out in the CAF Staff Charity Fund Service Schedule and we accept the CAF Services for Companies Terms and Conditions
- if there was anything that we did not fully understand, we have sought professional advice and guidance before sending this completed form to CAF
- the individuals detailed on this form have authorised the disclosure of their personal details to CAF
- the information given in this application is accurate
- We have full capacity and authority to enter into and perform this contract and that the person signing this form on our behalf is authorised to do so.
- we are responsible for updating CAF if contact details or access privileges change (including if an individual is no longer employed by the Customer)

Signed for and on behalf of the Customer:

Mr Mrs Miss Ms Other

Full forename(s)

Surname

Job title

Authorised signatory

Date

Next steps

Charities Aid Foundation (CAF) of 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4TA whose charity registration number is 268369 will notify you in writing when your application has been accepted. No binding agreement shall exist until CAF sends the Customer written confirmation of the acceptance of the application.

Please take a copy of your signed form for your records and return your completed form to:

Customer Services
Charities Aid Foundation
25 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent ME19 4TA