

CAF Give As You Earn[®]

TERMS AND CONDITIONS AS AT 1 AUGUST 2023

This document sets out the agreement between you and CAF for the CAF Give As You Earn account you have with us.

Definitions apply to all references to those terms throughout this Agreement. "We", "us", "our" or "CAF" refer to Charities Aid Foundation. "You", "yourself" or "your" are references to the organisation which is, or will be, the Authorised Account Holder, the employing entity of the Potential Participating Employees.

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 HMRC's requirements for such schemes.
- 1.2 Payroll giving schemes, such as CAF Give As You Earn, enable people to make regular payments to charity directly from their pay before tax is deducted. These schemes are for employees, and people who receive their pay or personal pension through Pay As You Earn.
- 1.3 We are approved by HMRC as a Payroll Giving Agency.
- 1.4 We are a charity registered with the Charity Commission. As such, we can ourselves be a Nominated Recipient if a Participating Employee requests that their Employee Donations be distributed to us either:
 - 1.4.1 for a CAF Charity Account
 - 1.4.2 for an Individual CAF Charitable Trust ;
 - 1.4.3 for a CAF Staff Charity Fund; or
 - 1.4.4 to support our mission (by contribution to our unrestricted funds).
- 1.5 Amounts received by us as part of CAF Give As You Earn cannot be returned to either you or a Participating Employee. This applies even if the amounts were transferred to us by mistake.
- 1.6 We are required to complete (and refresh) Customer Due Diligence on you and anyone else who operates your CAF Account. You agree that you may also have to provide details – in accordance with our Customer Due Diligence requirements – on ownerships and control of your organisation. You should be aware that depending on the results we may decline to open your CAF Account, or accept anyone operating your CAF Account or terminate it as appropriate.

1.7 You agree that we can copy and retain documentation provided as part of Customer Due Diligence, subject to Data Protection Legislation.

1.8 Until we complete our Customer Due Diligence checks and any refresh of those checks, we may restrict transactions to and from your CAF Account.

1.9 You must let us know of changes to your contact details and account details – or anything else related to our Customer Due Diligence information – as soon as possible.

2 Our obligations

2.1 We will notify you within a reasonable time frame if we become aware that we have lost, or are reasonably likely to lose, our status as an HMRC-approved Payroll Giving Agency. Losing this status would mean that we are no longer, or will likely be no longer, able to operate a payroll giving scheme in the manner described in condition 1.2.

2.2 We will:

- 2.2.1 appoint you as our agent, so you can hold all Employee Donations – from the point the Employee Donation is made up until the donation is received by us;
- 2.2.2 notify HMRC of this Agreement within the timeframe required by HMRC; make the Participating Employee sign-up functionality available to you by setting it up remotely, providing you with a hyperlink via email (the "Online Service"), or confirming your usage of a third-party sign-up functionality;
- 2.2.3 accept Employee Donations from you and distribute them to Nominated Recipients, deducting any applicable charges and expenses. We will make this distribution no more than 35 days after we receive the Employee Donation, provided that, on or before the day of receipt, we have received sufficient information from the Participating Employee to allow a distribution to be made, and that we have distributed to the Nominated Recipient in the 12-month period prior to receipt of the Employee Donation; or in any other case, the period of 60 days of the later of receiving the Employee Donation in

question from you; and receiving sufficient information from the Participating Employee so a distribution can be made.

2.2.4 give you written receipts of Employee Donations received by us within a reasonable time frame after a request is made;

2.2.5 on request, and at the end of the Tax Year in which a Participating Employee has asked for one, provide a certificate stating:

2.2.5.1 the Employee Donations made as part of CAF Give As You Earn during that Tax Year;

2.2.5.2 the distributions made by us in respect of their Employee Donations during that Tax Year; and

2.2.5.3 the maximum length of time that elapsed during that Tax Year between receipt and distribution of their Employee Donation;

2.2.6 keep, and provide HMRC with the returns, records and documents required by the Regulations;

2.2.7 inform HMRC of any Employee Donation that has not been distributed to a Nominated Recipient (or as otherwise provided for in these terms) within the timescales stipulated by the Regulations.

3 Our authority to distribute

Notwithstanding the provisions of condition 2:

3.1 We can deduct our Charges from amounts received as part of CAF Give As You Earn (including, but not limited to, Employee Donations).

3.2 Where we are unable, for whatever reason, to make a distribution to a Nominated Recipient, we may:

3.2.1 make reasonable attempts to contact the Participating Employee to request the nomination of an alternative Nominated Recipient;

3.2.2 where we do not receive an alternative nomination, distribute such amounts to a alternative charity partner that is eligible to receive such amounts under the Regulations, and that we reasonably believe to have a similar aim to that of the Nominated Recipient;

3.3 where there is no Nominated Recipient for a particular Employee Donation, we may:

3.3.1 make reasonable attempts to contact the Participating Employee to request the details of a Nominated Recipient; and

3.3.2 move the donations in line with the timescales stipulated in the Regulations after the end of the Tax Year to an alternative Charity Partner 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, we will make reasonable attempts to notify the Participating Employee.

4 Your obligations and rights

4.1 You will:

4.1.1 act as an agent for us by holding all Employee Donations, giving data, books and records;

4.1.2 deduct Employee Donations in amounts authorized by the Participating Employee, and transfer the aggregate of these Employee Donations to us through BACS transfer within 14 days of the end of the Income Tax Month in which Employee Donations were made, quoting your CAF contract number as a reference;

4.1.3 as required, provide us with reports in an agreed format. The reports will list Participating Employees, total Employee Donations, and, if appropriate, any additional funds to be used to match Employee Donations (this kind of report will commonly be referred to as a Donor Analysis Report);

4.1.4 if the employment of a Participating Employee comes to an end, supply them with a statement of the total Employee Donations made during the current Tax Year;

4.1.5 indemnify us and hold us harmless from all claims and 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 us as a result of or in connection with any breach by you of your obligations in respect of CAF Give As You Earn, or any distribution made by us in accordance with information you provide us with;

4.1.6 make sure each Participating Employee accurately completes a Donor Instruction Form. Then, notify us of the form's content (or provide an original or copy of the form), and inform us of any changes made to the form's information; and

4.1.7 keep and produce all records and documents required to be kept by you under the Regulations (details of these are also available on HMRC's website).

4.2 You may:

- 4.2.1 set out a minimum Employee Donation for each Participating Employee, as long as this is not less than any minimum required by us;
 - 4.2.2 direct when, during any Tax Year, the Potential Participating Employees may become Participating Employees, and when they may amend their Employee Donations – but will permit Participating Employees to withdraw from CAF Give As You Earn at any time upon a notice period of no more than one calendar month;
 - 4.2.3 pay some or all of the Charges on behalf of Participating Employees; and
 - 4.2.4 if you have notified us that the Charges are to be paid by you and you fail to pay the Charges when due, we reserve the right, upon no less than 30 days' prior written notice, to take the administration charge from the value of the Employee Donation until you settle any outstanding charges. It is your responsibility to inform the Participating Employees of the charge, and no backdated amounts will be distributed to the Nominated Recipient.
- 4.3 You hereby represent, warrant, and undertake to us that you have completed satisfactory checks on all your Participating Employees, including verifying their identity and their right to work in the UK. This representation, warranty, and undertaking will be repeated whenever you notify us of a Participating Employee, and when you notify us of any change in a Participating Employee's information.
- 4.4 Wherever 'Give As You Earn' is used or referred to in any literature created or used by you, it must be made clear that it is a registered trademark owned by us..
- 4.5 If literature in use by you refers to CAF, Give As You Earn, or payroll giving, and it has not been produced by us, it must be provided to us for review. Any modifications requested by us must be made promptly by you.
- 4.6 You acknowledge that you hold Donor Instruction Forms as an agent for us, and will provide electronic evidence to us promptly on request.
- 4.7 You acknowledge that we act as agent for HMRC and that we will require relevant information to meet our legislative and regulatory requirements to carry out the Give As You Earn service. You agree to provide such information as reasonably required by us from time to time to enable us to fulfill such requirements.
- ## 5 Matching
- 5.1 You may calculate and send us additional funds to be used to match Employee Donations. This will be done on the basis set out in the Forms in question. These funds must be your own funds, and not those of any third party.
- 5.2 Following acceptance by us of the Forms referred to in 5.1 above, we will accept from you any additional funds to be used to match Employee Donations, and will distribute them to the Nominated Recipient specified by the relevant Participating Employee or otherwise in accordance with this Agreement.
- 5.3 Amounts received as part of matching cannot be returned to either you or a Participating Employee if we have, in good faith, distributed any such amounts to a Charity Partner or as otherwise set out in these terms. This applies even if the amounts were made or transferred to us by mistake, and regardless of you or Participating Employee being aware of the distribution.
- 5.4 Where a CAF Account has been nominated to match Employee Donations, you will fund, and keep the CAF Account in enough Funds to match Employee Donations.
- ## 6 Participating Employees
- 6.1 A Potential Participating Employee will become a Participating Employee by authorising you to make Employee Donations. If it is not already part of your authorisation process, you will make sure a contemporaneous record is established and maintained showing that the Participating Employee has completed and accepted the terms of the Donor Instruction Form, and that the Participating Employee is made aware of the terms of this contract. The Participating Employee must complete and return the Donor Instruction Form to us via our Online Service, or to an authorised third party as per section 10.
- 6.2 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, or that returns a personal benefit in any way to the Participating Employee or someone connected to the Participating Employee.
- ## 7 CAF Give As You Earn Online Service
- 7.1 We will set up an online Donor Instruction Form remotely for you, and provide a web or email link to it, at no additional cost.
- 7.2 All Intellectual Property Rights of the web link, email link and online Donor Instruction Form belong to us.
- 7.3 In relation to the Online Service:

- 7.3.1 We will give necessary and reasonable instructions and assistance to you to set up the Online Service.
- 7.3.2 We will provide you with a notification on the next business day (format to be decided by us) when:
- i. new employee(s) have completed and submitted the online Donor Instruction Form on the previous business day;
 - ii. an existing employee(s) wish(es) to amend their existing Instruction or give us a new instruction (by completing and submitting the online Donor Instruction Form) on the preceding business day.
- 7.3.3 We will aim to investigate and remedy any errors or faults reported by you. We cannot guarantee continuous and uninterrupted availability of the Online Service.
- 7.3.4 We cannot accept responsibility for any errors, omissions or mistakes in relation to the entries made by you or the Participating Employee, or data transmitted through the online Donor Instruction Form.
- 7.3.5 The information contained in the Donor Instruction Form is provided by the employee to us as Data Controller, and will be handled and processed in compliance with Data Protection Legislation requirements. We cannot take responsibility for the security of any systems used to access the online service.
- 7.3.6 We have the right to withdraw or terminate the Online Service, and will notify you if we plan to do this.
- 7.4 In relation to the Online Service, you will, where appropriate, make sure Participating Employees will:
- 7.4.1 access the online Donor Instruction Form using the web or email links provided by us;
 - 7.4.2 fill in and complete the online Donor Instruction Form accurately;
 - 7.4.3 securely download and store the notification specified in condition 8.4.2 regularly; and
 - 7.4.4 co-operate with and assist us in the use or operation of the Online Service.
- 8 Third Parties**
- 8.1 You authorise us to deal with named third parties in respect of our CAF Give As You Earn Service as if they were you unless and until you notify us otherwise in writing. You acknowledge and understand that we receive Personal Data direct from your employees, workers, pensioners and/or any other persons who are participating in our CAF Give As You Earn Service (your Participating Employees).
- 8.2 You undertake to us that you have obtained from Participating Employees, and that you will obtain from any future Participating Employees, the necessary undertakings, permissions or consents we will need in order to deal with any named third party in respect of our CAF Give As You Earn Service as if they were yourselves.
- 8.3 You confirm and warrant that any third party appointed by you will comply with all relevant Data Protection Legislation, and that you have entered into a written contract with them requiring them to comply with Data Protection Legislation.
- 8.4 You acknowledge the harm that might result from such unauthorised or unlawful processing of Personal Data, and warrant and represent to us that any Personal Data received by us from either yourselves or the third party is provided to us, and is permitted to be provided to us, in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.
- 8.5 You agree to indemnify and keep indemnified, and defend at your own expense, us against all costs, penalties, fines, claims, damages or expenses incurred by us, or for which we may become liable due to any failure by either yourselves or the third party (or your/its employees or agents) to comply with any of the above, and for any claim brought by a Participating Employee arising from any action or omission by us – to the extent that actions or omissions result directly from the instructions, actions or omissions of either yourselves or the third party (or your/its employees or agents).
- 9 Variation, termination and notices**
- 9.1 We may change any of the terms set out in this Agreement by providing 30 days' written notice, unless we are required to change such terms for legal or regulatory reasons. If a change is required for legal or regulatory reasons, or if any change to any provision of this Agreement is considered to be to your advantage, it may be made immediately.
- 9.2 Where you regard any proposed change as unfair or unreasonable in law, you shall notify us in writing within 30 days' and give reasons for your views. We will review your concerns and respond in writing as soon as is practical, indicating whether we accept or reject them. We may discuss with you any alternatives, including termination of this Agreement, if an agreement cannot be reached between you and us.
- 9.3 To terminate this Agreement, you must provide 30 days' written notice.

- 9.4 We may terminate this Agreement by giving you 30 days' notice in writing in the following circumstances:
- 9.4.1 where there has been no activity for a period of at least two years (if this is not solely due to our act or omission). For these purposes, we will not consider deductions of Charges, costs or expenses to be an activity;
 - 9.4.2 where we do not have up-to-date contacts for you;
 - 9.4.3 we receive notice or obtain evidence to our satisfaction of your dissolution, insolvency or winding up;
 - 9.4.4 except for material breaches – which shall include but not be limited to legal or regulatory breaches – where there has been a breach of this Agreement by you which you have failed to remedy within 30 days of being notified of the breach by us in writing.
- 9.5 We may terminate this Agreement immediately if:
- 9.5.1 we know or suspect that you or anyone else is using CAF Give As You Earn for criminal or fraudulent purposes or in connection with the misuse of charitable funds;
 - 9.5.2 we are required to for legal or regulatory reasons, or at the direction of a regulator or by law enforcement authorities;
 - 9.5.3 we do not have the information we need to operate your CAF Give As You Earn Service (including information required to complete or refresh our Customer Due Diligence checks), or we believe at our sole discretion that you were not entitled to open a CAF Give As You Earn Service;
 - 9.5.3 Where you have failed to give effect to the CAF Give As You Earn Service without reasonable excuse;
 - 9.5.4 an Authorised Signatory behaves inappropriately when using our service. This includes but is not limited to being threatening or abusive towards our employees, either verbally or in writing;
 - 9.5.5 any of the statements made by you are found to be false or misleading in any way, now or in the future – or if we have doubts about the truthfulness or adequacy of any documents or information provided;
 - 9.5.6 you have materially breached the terms of this Agreement. A material breach includes, but is not limited to, any legal or regulatory breaches including a breach of clause 17.3 or
- 9.5.7 we decide that closing your CAF Give As You Earn will allow us to better advance our Charitable Purposes.
- 9.6 Subject to our overriding discretion, upon closure of your CAF Give As You Earn we will distribute Employee Donations (and any associated matching funds) in accordance with the instructions we hold. Where we do not hold valid instructions in order to process Employee Donations, you must provide them within 30 days. If we do not receive these within this time, we will be entitled to transfer the Funds to our unrestricted funds to meet our Charitable Purposes.
- 9.7 If you wish to continue using CAF Give As You Earn after we have closed it, we will ask you to submit a new application form.
- 9.8 The CAF Give As You Earn service provided to you and all Participating Employees will cease to operate if CAF Give As You Earn is terminated.
- ## 10 Notices
- These should be provided to our registered office at 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4TA, and/or to enquiries@cafonline.org. If we need to contact you, we will do so at the address and/or email address you provided us within the application form or as a subsequent update in writing. You must provide any new contact details to us as soon as you are able. Any notice or other communication given under or in connection with your CAF Account shall be given by us to you personally which shall mean by post, email, in statement messages or inserts or in any other way which we choose and is appropriate and reasonable in the circumstances, and which satisfies our legal and regulatory requirements subject always to the requirements of clause 9 (Variation, termination and notices) above.
- Any notice given under or in connection with a CAF Account will be deemed to have been served:
- if delivered by hand, at the time of delivery;
 - if sent by first-class post, at 9am on the second day after the date of posting;
 - if sent by email, at the time of sending (unless an automatic electronic notification is received by the sender informing them that the email has not been delivered to the recipient).
- ## 11 Complaints
- We will make every effort to resolve complaints quickly and fairly. If you have a complaint in relation to any aspect of your CAF Account, we will follow the procedure set out in the current complaints procedure available on our website.
- ## 12 Data Protection
- 12.1 You acknowledge that any information you provide us is up-to-date and accurate, and will notify us of

- any changes to the information you hold as soon as possible.
- 12.2 You acknowledge that we cannot share information received from Participating Employees without the express written consent of the Participating Employee in question.
- 12.3 You acknowledge that the information contained in the Donor Instruction Form is provided by the Participating Employee to us as Data Controller (as defined in the Data Protection Legislation) in respect of that information, and that where you hold the Donor Instruction Form, or any updated information in respect of the Donor Instruction Form, you do so as our agent.
- 12.4 If you sub-contract any of the processing of information in the Donor Instruction Form, you must update us through the Forms, or the online portal. You will make sure that any third party you use to process the Personal Data complies with the terms of this Agreement and the contract you enter into with the third party.
- 12.5 You must read and be aware of our Privacy Notice, available at www.cafonline.org/privacy
- 12.6 For the purposes of providing and operating your CAF Account(s), we may occasionally use trusted third parties to process your Personal Data.
- 12.7 We will always comply with our obligations and procure that our trusted third parties comply with their obligations under all applicable Data Protection Legislation.
- 12.8 We will only process Personal Data for the purpose of lawfully providing your CAF Account(s), or as otherwise expressly authorised by you.
- 12.9 To the extent that any Personal Data is required to be disclosed by us to any Supervisory Authority or pursuant to any legal requirement, disclosure will be permitted if it is made subject to adequate obligations of confidentiality.
- 12.10 Either party will promptly notify the other if they become aware of a breach of the terms of this Agreement in a way that relates to Personal Data; or if they become aware of the loss, damage or destruction of any relevant Personal Data. This must happen within 48 hours of breach. Said party will take whatever action necessary to minimise the impact of such events and prevent them from recurring. They will also provide any necessary assistance required to investigate the causes of such an incident, liaise with the Information Commissioner, or correct any breaches.
- 12.11 We will use appropriate processes to keep Personal Data or Confidential Information safe.

13 Confidentiality

- 13.1 Both parties will keep confidential and not disclose any Confidential Information to anyone, unless this information is required to be disclosed by law or by regulation (whether or not having the force of law), or by any Supervisory Authority.
- 13.2 Each party undertakes to use any Confidential Information for nothing other than the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.
- 13.3 Neither party will make any announcement – public or otherwise – concerning the existence or terms of this Agreement without the prior written consent of the other. You may not reference, market, or publicise your CAF Account or relationship with CAF without our prior written consent. We will be entitled to approve the form and content of any publication prior to providing our consent. We will obtain your prior written consent before we use your details for our own publicity.
- 13.4 Notwithstanding the expiry or early termination of this Agreement, the provisions of clause 13 will continue to apply without any time limits.

14 Intellectual Property Rights

- 14.1 All Intellectual Property Rights belonging to a party before this Agreement becomes effective will remain vested in that party. If modifications to pre-existing material are inseparable from the pre-existing material, the party who owns the pre-existing material will own the modifications.
- 14.2 No Intellectual Property Rights that we are entitled to will be used by you for any purpose other than as outlined in this Agreement.
- 14.3 All Intellectual Property Rights in or arising out of or in connection with your CAF Account will be owned by us.

15 Warranties and representations

- 15.1 You represent, warrant and undertake that:
- 15.1.1 you have full capacity and authority to enter into and perform the Agreement;
- 15.1.2 you will undertake your obligations and duties under this Agreement with reasonable skill and care within any timescales specified;
- 15.1.3 the operation of your CAF Account will not cause us to infringe any third party rights (including but not limited to third party Intellectual Property Rights) or any third party item supplied directly or indirectly by you;
- 15.1.4 you have and will maintain in force all necessary memberships, licences, registrations, approvals, consents, or qualifications required by any applicable law,

order or regulation necessary to perform your obligations under this Agreement; and

15.1.5 you will maintain and review appropriate and proportionate internal policies and procedures in connection with the Criminal Finance Act 2017; the Modern Slavery Act 2015, the Bribery Act 2010 and Sanctions regulations – as amended from time to time – as well as any other legislation relating to bribery and corruption, tax evasion, sanctions and modern slavery.

15.2 We represent, warrant and undertake that:

15.2.1 We have full capacity and authority to enter into and perform the Agreement;

15.2.2 we have and will maintain in force all necessary memberships, licences, registrations, approvals, consents or qualifications required by any applicable law, order or regulation necessary to perform our obligations under this Agreement;

15.2.3 the operation of your CAF Account will not cause you to infringe any third-party rights (including but not limited to third party Intellectual Property Rights) or any third party item supplied directly or indirectly by us;

15.2.4 we shall keep up to date a disaster recovery and business continuity plan to ensure the continued provision of your CAF Account in the event of any incident affecting the functioning of our organisation; and

15.2.5 we will maintain and review appropriate and proportionate internal policies and procedures in connection with the Criminal Finance Act 2017; the Modern Slavery Act 2015, the Bribery Act 2010 and Sanctions regulations – as amended from time to time – as well as any other legislation relating to bribery and corruption, tax evasion, sanctions and modern slavery.

16 Limitation of Liability

16.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

16.2 Nothing in this Agreement limits or excludes either party's liability for: death or personal injury resulting from the other party's negligence; any damage or liability incurred by a party because of fraud or fraudulent misrepresentation by the other party; or for any other matter for which the limitation or exclusion of liability is prohibited by law.

16.3 Other than as provided in clause 16.2 above, neither party shall be liable for loss of anticipated savings, loss

of opportunity, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

16.4 To the extent that liability is not lawfully excluded by this clause 16, the total liability of either party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the performance, contemplated performance, or failure to perform under or in respect of the Agreement shall; in our case, be limited to the Charges due by you during the 12-month period prior to the date when the liability arose and; in your case, be limited to the greater of the Charges due by you or the amount of funds received by us on your behalf in the 12-month period prior to the date when the liability arose. This liability cap does not apply to any indemnities you may be subject to in our product terms and conditions, or other documentation entered into by us and you.

16.5 Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause 16 shall continue to apply without limit.

17 General

17.1 We will maintain records in relation to your CAF Account. All expenditures which further the Charitable Purposes of your CAF Account will be charged against the Funds comprising your CAF Account and appear on those records. We will keep copies of all records, reports or statements provided to you for seven years after your CAF Account is closed, unless other minimum or maximum time periods are required by law, regulation or guidance from a Supervisory Authority.

17.2 When you or an Authorised Signatory contact us or are contacted by us by phone, calls may be recorded for monitoring and training purposes.

17.3 In performing their obligations under this Agreement, both parties will procure that each member of their group and their sub-contractors (if any) always comply with applicable laws, statutes, regulations and codes, as amended. These include but are not limited to the Criminal Finances Act 2017, the Modern Slavery Act 2015, and the Bribery Act 2010 – as well as CAF's Modern Slavery and Human Trafficking Statement and CAF's Anti-Bribery and Corruption Standard (if you do not maintain your own).

17.4 We may delegate the provision of some or all of our obligations under these terms to one or more third parties as we, in our sole discretion, deem appropriate. We will remain liable for the acts and omissions of every delegate, as if the delegation had not occurred.

17.5 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that

or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default is only valid if it is in writing and signed by the party giving it, and only in the circumstances and for the purpose for which it was given.

- 17.6 This Agreement constitutes the entire Agreement between parties, and supersedes any prior Agreement or arrangement in respect of their subject matter. Neither party has entered into such Agreement in reliance on any statement not expressly set out in this Agreement. The only remedies available for breach of any representation or statement made before this Agreement was entered into, and which is set out in this Agreement, will be for breach of contract. Nothing in this clause shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
- 17.7 Neither party intend that any term of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other person.
- 17.8 We do not provide regulated legal, financial, investment or tax advice. You are strongly encouraged to seek independent advice if anything is unclear.
- 17.9 Neither party will be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (which may include failure of investments held and/or default by a bank). In such circumstances, the time for performance will be extended. If this continues for a period of six months or more, either party may terminate this Agreement by giving 30 days' written notice to the other.
- 17.10 If any term of this Agreement is found by any court, body or authority of competent jurisdiction to be illegal, unlawful, void, or unenforceable, the term will be deemed to be severed from this Agreement. This will not affect the remainder of this Agreement which shall continue in full force and effect.
- 17.11 This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the determination of any dispute arising out of or in connection with this Agreement.
- 17.12 Nothing in the Agreement and no action taken by us or you in connection with the Agreement shall constitute a partnership or agency relationship (except as otherwise expressly specified in these terms) between us and any of the parties.
- 17.13 The trustees of CAF accept each application form solely in their capacity as trustees. Your right of recourse under this Agreement shall therefore, subject to clause 16.4, be limited to the assets of CAF at the relevant time.

Definitions

Agreement

These terms relating to your CAF Account, any Requests, the Forms, and the Schedule of Charges, which together represent the agreement between you and us.

Authorised Account Holder

The person(s) or organisation which opens a CAF Account and/or assumes all of the rights and obligations under our Agreement.

Authorised Signatory

Anyone you appoint to administer your CAF Account and make certain Requests on your behalf.

CAF

The Charities Aid Foundation, which is an unincorporated charitable trust (registered charity number 268369). Where applicable, 'CAF' means the Trustees of the Charities Aid Foundation and anyone acting with their authority.

CAF Account

The account you requested to open in the application form, including any additional features or services.

CAF Give As You Earn

Our payroll giving solution which provides the infrastructure to allow employees to give effectively to charitable causes.

CAF Group

CAF and any subsidiary companies or unincorporated organisations and any subsidiaries of those subsidiary companies or unincorporated organisations under our control from time to time.

CAF Matched Giving Service

A service allowing you to 'match' fundraising activities with tax-effective financial donations direct from your company.

Charges

All sums we deduct from your CAF Account, or invoice to you.

Charitable Purposes

This is as defined in English law under section 2 of the Charities Act 2011 (as amended or superseded).

Charity Partners

An organisation verified by us that is eligible to receive funds for Charitable Purposes.

Confidential Information

All information provided by one party to the other in connection with the Agreement, except:

- a) all information that is in, or comes into, the public domain; and
- b) information that the party seeking to rely on the information can show was properly and lawfully in its possession, prior to it being disclosed by the other party in connection with the Agreement.

Customer Due Diligence

Our obligation to collect, verify and update details to prevent Financial Crime, and for other regulatory purposes. This includes:

- a) personal information and data which allow us to validate an individual's identity using our identity checks;
- b) information about incorporated businesses, unincorporated businesses, charities, trusts or similar entities, allowing us to validate that entity, including the entity's beneficial ownership and control;
- c) information on the nature and purpose of the relationship being created or continued; and
- d) the source of the funds being contributed to us, and the underlying source of wealth that generated these funds.

Data Protection Legislation

Any current UK legislation and/or regulations (including all subordinate legislation) which protects individuals and privacy when personal data is processed, or when data is moved.

Donor Analysis Report

A report, 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.

Donor Instruction Form

The form (online or offline) completed by the Participating Employee and used to reconcile the required personal and Nominated Recipient information in order to process their Employee Donation(s).

Employee Donations

Monies deducted by the Account Holder from the emoluments of Participating Employees or monies paid by the Account Holder 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

Financial Crime

Money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, violation or evasion of economic or trade sanctions and/or violations, or attempts to circumvent or violate any laws or regulations relating to these matters.

Forms

Any form supplied by us to you from time to time.

Funds

Cash or non-cash assets contributed to your CAF Account by you, or on your behalf.

Income Tax Month

The period from (and including) the 6th day of one calendar month to (and including) the 5th day of the next calendar month.

Intellectual Property Rights

All rights in patents, trademarks and service marks (including associated goodwill), designs, trade or business names, trade addresses, copyrights, authorship or artists' rights, topography rights and databases (whether or not any of these are registered and including applications for registration of any such thing), and all rights or forms of protection of a similar nature to any of above which may subsist anywhere in the world.

Online Service

The digital Participating Employee sign-up functionality.

Matching Contributions

Funds contributed by you, to match funds raised or donated to a charity by an employee.

Participating Employee

A potential Participating Employee who authorises the Account Holder to make Employee Donations.

Payroll Giving

The method through which employees, and people who receive their company or personal pension through Pay As You Earn, can make regular payments to charity directly from their pay before tax is deducted.

Personal Data

This is defined by Data Protection Legislation.

Potential Participating Employee

An employee (i) in respect of the Authorised Account Holder 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 Authorised Account Holder.

Privacy Notice

The document which explains how we use and process your data – available at cafonline.org/privacy

Regulations

The Charitable Deductions (Approved Schemes Regulations 1986 (SI 1986/2211) (as amended)

Request

Any request made to us that we deem valid and acceptable in the context of our service and at our absolute discretion, in accordance with our general authority. This includes, but is not limited to: appointment forms, grant requests, investment requests, and gifts of assets.

Schedule of Charges

The charges, costs and expenses which apply to a CAF Account. We will make this schedule available and update it from time to time.

Supervisory Authority

Any competent regulatory authority including but not limited to; the Financial Conduct Authority (or any successor organisation), the Information Commissioner's Office, His Majesty's Revenue and Customs, and the Charity Commission. It also includes any equivalent financial services, law enforcement, or privacy authority in any other jurisdiction in which the CAF Account(s) are provided or the Personal Data is processed.

Tax Year

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